

The Village of Standard  
Bylaw # 2024-06  
Animal Control Bylaw

A BYLAW OF VILLAGE OF STANDARD IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE LICENSING, REGULATION AND CONTROL OF DOGS AND OTHER ANIMALS WITHIN VILLAGE OF STANDARD.

WHEREAS the Municipal Government Act, R.S.A. 2000, Chapter M-26 authorizes Village of Standard Council to pass bylaws for the purpose of licensing, regulating and controlling dogs and other animals and activities in relation to them;

AND WHEREAS Village of Standard Council deems it necessary to pass a bylaw to regulate, license and control dogs and other animals within Village of Standard;

NOW THEREFORE, the Council of Village of Standard in the Province of Alberta, duly assembled, enacts as follows:

**DEFINITIONS**

Animal	means a species normally kept for domestic purposes including livestock.
Animal Hospital	has the same meaning as "animal hospital and shelter" defined in the County's Land Use Bylaw 2007-56, as amended or replaced from time to time;
Attack	means an assault resulting in bleeding, bone breakage, sprains, bruising, or multiple injuries;
Behaviour Assessment	means an assessment of a Dog's temperament performed by a Person holding a Certified Behaviour Consultant, Knowledge Assessed (CBCC-KA) certification or such other certification as the CAO may approve.
Bite	means an Injury to the skin causing it to bruise, puncture, or break.
Bylaw Enforcement Officer	means a Person appointed by the Village, as amended or replaced from time to time, to enforce the provisions of this Bylaw and other Village Bylaws.
Chief Administrative Officer (CAO)	shall mean the chief administrative officer of the village of standard.
Communicable Disease	means any disease or illness that may be transferred from one Animal to another Animal or too a human through direct or indirect contact.
Council	means the Council of Village of Standard.
Dangerous Dog Hearing	means a hearing held pursuant to the <b><i>Dangerous Dogs Act</i></b> , R.S.A. 2000, Chapter D-3, as amended.
Day	means a continuous period of twenty-four (24) hours.
Dog	means the female or male of any domesticated canine species actually or apparently 90 days of age or older and includes a Vicious Dog.
Dwelling Unit	has the same meaning as "Dwelling Unit" defined in the Land Use Bylaw. As amended from time to time.
Emergency	means a situation where there is imminent danger to public safety or of serious harm to individuals, Animals, wildlife or property and includes but is not limited to any situation in which a Dog has caused or is alleged to have caused a Severe Injury to an individual, Animal or wildlife or where a Dog is Running At Large.
Kennel	has the same meaning as "kennel" defined in the County's Land Use Bylaw, as amended or replaced from time to time.

Leash	means a chain or other material capable of restraining the Dog upon which it is being used.
License	means a license issued for a Dog under this Bylaw and includes a Vicious Dog License.
License Fee	means those fees established in the Master Rates Bylaw.
License Tag	means a permanent metal tag issued to the Owner of a dog upon the issuance of a License under this Bylaw.
Livestock	includes but is not limited to cattle, swine, poultry, sheep, horses and similar animals raised for domestic purposes but does not include cats, Dogs or other household pets.
Justice	has the same meaning as defined in the <b>Provincial Offences Procedure Act</b> R.S.A. 2000 Chapter P-34 and amendments thereto.
<i>Municipal Government Act</i>	means the <b>Municipal Government Act</b> , R.S.A. 2000 Chapter M-26, as amended, together with regulations passed thereunder.
Officer	means a Person appointed by the Village to carry out and enforce the provisions of this Bylaw and includes a Bylaw Enforcement Officer, Peace Officer and a member of the Royal Canadian Mounted Police.
Owner	means any Person who: has legal title to an Animal, has possession, care, charge, custody or control of an Animal, either temporarily or permanently, harbours an Animal, permits or allows an Animal to be present or remain on Premises which the Person owns or occupies, claims or receives a Dog from the custody of an Officer or Pound; or is the Person to whom a License Tag was issued for a Dog in accordance with this Bylaw;
Owner's Property	means any Premises to which the Owner is the registered owner or is an occupant of pursuant to a lease, rental or license to occupy agreement
Peace Officer	means a Person appointed pursuant to the <b>Peace Officer Act</b> , S.A. 2006 Chapter P-3.5, as amended
Person	means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative
Pet Animal	Domesticated animal such as dog, cat, reptile, exotic animal or bird capable of being caged and does not include any animal considered livestock according to the definitions of this Bylaw.
Pound	means any Premises designated by the Village or County for the impounding of Animals under this Bylaw
Premises	means any land or building or any portion thereof and includes without restricting the generality of the foregoing, any dwelling unit, house, residence, room, office or place of business
Registered Veterinarian	has the same meaning as defined in the <b>Veterinary Profession Act</b> , R.S.A. 2000, Chapter V-2
Remedial Order	means an order issued pursuant to Section 545 of the <b>Municipal Government Act</b>

Running at Large	<p>means:</p> <ul style="list-style-type: none"> <li>i. an Animal which is off the Owner's Property and which is not under the control of a competent and responsible Person, or</li> <li>ii. an Animal which is under the control of a competent and responsible Person and which causes damage to individuals, other Animals or private or public property;</li> </ul>
Secure Enclosure	<p>means a building, pen or fenced area which is secured and constructed in such a manner that it will not allow the Dog to jump, climb, dig or otherwise escape nor will it allow the entry of unauthorized Persons into the enclosure unless the unauthorized Person forces his/her way into the enclosure, and which conforms with the following minimum requirements:</p> <ul style="list-style-type: none"> <li>i. The Secure Enclosure shall have secure sides and a secure top. If the Secure Enclosure has no bottom secured to the sides, the sides of the Secure Enclosure must be embedded into the ground to a minimum depth of thirty (30) centimetres;</li> </ul> <p>The Secure Enclosure must provide the Dog with adequate shelter from the elements including heat, cold, sun, rain and wind;</p> <p>The Secure Enclosure must be located not less than one (1.0) metre away from the property line of the Owner's Property and not less than five (5) metres away from a residence located on any adjacent property; and</p> <p>The Secure Enclosure must be of adequate size for the Dog, permitting the Dog to stand, sit, lie down, and turn around comfortably;</p>
Service Dog	<p>means a Dog having special training and certification by an official service dog agency and which Dog is kept and utilized by a disabled individual for the purpose of assisting the individual with that disability</p>
Serious Injury	<p>means an injury to an individual, with the exception of a Trespasser, other Animal, or wildlife resulting from a Bite or Attack which results in broken bone or bones, disfiguring lacerations, Injuries requiring sutures, cosmetic surgery, scars, death and any other injury as determined to be serious by a Justice after hearing the evidence at a Hearing</p>
Threatening Behaviour	<p>means the following behaviours exhibited by a Dog, without provocation:</p> <ul style="list-style-type: none"> <li>i. barking, growling, snapping at, lunging at, chasing, stalking, Attacking or Biting another Animal or wildlife, or a bicycle, automobile or other vehicle being operated, unless the Dog is a Working Stock Dog and is engaged in the performance of such work, or</li> <li>ii. barking, growling, snapping at, lunging at, chasing, stalking, Attacking or Biting an individual unless the individual is a Trespasser;</li> </ul> <p>Notwithstanding the above, a Dog shall not be deemed to exhibit Threatening Behaviour if the Dog is safely and securely confined within a building, vehicle, crate or behind a securely fenced area on any land and there is no risk of the Dog making physical contact with the individual, other Animal, or wildlife;</p>
Trespasser	<p>means any Person who is on the Owner's Property without the Owner's consent</p>

Vicious Dog	means any Dog, whatever its age, whether on public or private property including the Owner's Property, which has:  ii. been declared a Vicious Dog by the Village CAO pursuant to this Bylaw; or  iii. been declared a Vicious Dog by a Justice, pursuant to the <b><i>Dangerous Dogs Act</i></b> , R.S.A. 2000, Chapter D-3, as amended.
Vicious Dog License	means a License issued to the Owner of a Vicious Dog under this Bylaw
Vicious Dog Warning Sign	means a sign having a white background with the following dimensions and particulars: i. the total sign area is not less than thirty (30) centimetres tall, ii. the total sign area is not less than twenty (20) centimetres wide, and iii. having red block lettering not less than three (3) centimetres tall stating: WARNING! VICIOUS DOG ON PREMISES
Village	means the municipal corporation of Village of Standard together with the area within its jurisdictional boundaries, as the context of the Bylaw requires
Violation Tag	means a tag or similar document issued by the Village pursuant to the <b><i>Municipal Government Act</i></b>
Violation Ticket	means a ticket issued pursuant to Part 2 of the <b><i>Provincial Offences Procedures Act</i></b> , R.S.A. 2000 Chapter P-34 and any amendments
Voluntary Payment	means the penalty specified on a Violation Tag that may be paid in lieu of prosecution in accordance with Section 86 of this Bylaw

Table of Contents:

Part 1 Responsibility of Animal Owners	Part 6 Vicious Dog Declaration
Part 2 General Prohibitions	Part 7 Officer Authority
Part 3 Restrictions	Part 8 Enforcement
Part 4 Licensing of Animals	Part 9 Penalty Provisions
Part 5 Additional Owner Responsibilities	Part 10 Severability

**Part 1  
RESPONSIBILITY OF ANIMAL OWNERS**

The Owner of an Animal shall:

- 1.1 Ensure that the Animal is not Running at Large.
- 1.2 Forthwith remove any defecation left by the Animal on any Premises other than the Owner's Property.
- 1.3 Ensure a female animal which is in season shall not take nor permit that animal to be at any publicly accessible location where the animal may be a source of attraction for other animals.
- 1.4 ensure that the Animal shall not:
  - a. Bite or Attack any individual,

- b. Bite or Attack other Animal or wildlife,
  - c. exhibit Threatening Behaviour, whether the animal is on the Owner's Property or other private or public property,
  - d. bark, howl or otherwise behave in a manner that is reasonably likely to disturb the peace of others,
  - e. cause damage to or destroy any public or private property, or
  - f. upset any garbage containers or scatter the contents thereof on any Premises other than the Owner's Property.
- 1.5 at all times ensure that the animal is under the direct, effective and constant control of a competent individual ~~and~~ including when the animal is off the Owner's Property.
- 1.6 ensure the animal is restrained by a Leash not exceeding two (2) meters in length if the animal is within the boundaries of the Village.
- 1.7 Register the animal with the Village annually in accordance to Part 4-Licensing of Animals.

**Part 2  
GENERAL PROHIBITIONS**

- 2.1 No Person shall tease, torment or annoy an Animal.
- 2.2 No Person shall cause an Animal to be Running at Large in the Village by:
- a. Untying, loosening or otherwise freeing an Animal which has been tied or otherwise restrained, or
  - b. Negligently or willfully open a gate, door or other opening in a fence or enclosure in which an Animal has been confined.
- 2.3 No Person whether or not he/she is the Owner of an Animal which is being or has been pursued or captured by an Officer shall:
- a. Induce the Animal to enter a house or other place where the Animal may be safe from capture or otherwise assist the Animal to escape capture,
  - b. Falsely represent himself/herself as being in charge or control of an Animal so as to establish that the Animal is not Running at Large, or
  - c. Unlock or unlatch or otherwise open the vehicle used in controlling or transporting the said Animal so as to allow or attempt to allow any Animal to escape therefrom.
- 2.4 No Person shall provide false or misleading information to an Officer or CAO.
- 2.5 No Person shall interfere with or attempt to obstruct an Officer in the exercise of his or her powers, including but not limited to, an Officer inspecting, remedying, or enforcing the provisions of this Bylaw or enforcing the terms of a Remedial Order or carrying out the actions authorized in Section 63.

**Part 3  
RESTRICTIONS**

- 3.1 No more than two (2) Dogs shall be owned and kept at or in any one Dwelling Unit and no more than one (1) of the Dogs present at any one Dwelling Unit may be a Vicious Dog at any time.
- a. Where the number of dogs exceeds the limit, The Owner's Property is immediately in contravention of The Community Standards Bylaw, Part 5 "Unsightly, Nuisance, Dangerous Premises". All applicable Tags and Tickets in relations to the contravention of the Community Standards Bylaw and the subsequent remedial Order are the responsibility of the Owner in accordance with The Community Standards Bylaw.

- 3.2 Notwithstanding Part 3.1, a Person may keep or own more than two (2) Dogs in the following circumstances:
  - a. where the Premises are used for an Animal Hospital, Kennel, or Pound having the appropriate permits and authorizations issued pursuant to Village bylaws; or
  - b. where the Owner has acquired permission from the CAO and has current animal licensing for each dog in accordance with Part 4 – Licensing of Animals.
- 3.3 Livestock of any kind are not permitted within Residential Districts, Public Service Districts, and Central Business Districts in the municipal boundary of the Village of Standard.
- 3.4 Where Livestock is found on private property, the Owner of determined to be the Owner of the Animal(s) and is in contravention of this Bylaw.
- 3.5 Where Livestock is present, The Owner’s Property is immediately in contravention of The Community Standards Bylaw, Part 5 “Unsightly, Nuisance, Dangerous Premises”. All applicable Tags and Tickets in relations to the contravention of the Community Standards Bylaw and the subsequent remedial Order are the responsibility of the Owner in accordance with The Community Standards Bylaw.

**Part 4  
LICENSING OF ANIMALS**

Animals excepting Dogs

- 4.1 Animals, not including dogs, are not required to be registered or licensed.
- 4.2 Owners may license animals using the fees for licensing dogs in accordance with the Master Rates Bylaw.

Dogs

- 4.3 No Person shall keep or own a Dog within the Village unless the Dog has a valid License as provided for in this Bylaw.
  - a. A License issued under this Bylaw is valid for a period of time commencing upon the earlier of January 1<sup>st</sup> or the date of issuance and ending on December 31<sup>st</sup> of that same calendar year.
- 4.4 The Owner of a Dog shall:
  - a. Apply for a License within one (1) business Day of the earlier of:
    - i. becoming an Owner of a Dog, or
    - ii. becoming a resident in the Village; and
- 4.5 The Owner of a Dog shall forthwith notify the Village of any change in the information provided when applying for the issue or renewal of a License.
- 4.6 Pay the License Fee annually on or before the first business Day after New Year’s Day for the renewal of the License for the Dog.
- 4.7 Ensure that the Dog wears the valid License Tag issued for that Dog at all times when the Dog is off the Owner’s Property. If a collar cannot be worn by the Dog for medical or otherwise justifiable reasons, an Officer may accept a Registered Veterinarian tattoo or implant of an electronic identification microchip in or on the Dog identifying the Dog with a unique identifier, subject to the Owner of the Dog providing the information contained on the tattoo or in the microchip to the CAO.
  - a. The Owner must submit to the Village the License Fee as established by the Master Rates Bylaw together with the following information:
    - i. a description of the Dog including breed, name, gender, age, tattoo, and microchip number,
    - ii. the name, address and telephone number of the Owner,

- iii. if the Owner of the Dog is a body corporate, the name, address and telephone number of the individual responsible for the Dog,
- iv. information establishing:
  - v. the Dog's age,
  - vi. that the Dog is, as applicable:
  - vii. spayed or neutered,
  - viii. a Service Dog.

Vicious Dogs

- 4.8 The Owner of a Vicious Dog shall:
- a. Apply for a Vicious Dog License within seven (7) business Days of the earlier of:
    - i. becoming an Owner of a Vicious Dog,
    - ii. becoming a resident in the Village, or
    - iii. having the Dog declared as a Vicious Dog; and
  - b. Pay the License Fee annually on or before the first business Day after New Year's Day for the renewal of the Vicious Dog License for the Dog.
  - c. Provide proof of compliance with the Vicious Dog provisions of this Bylaw prior to the Village issuing or renewing the Vicious Dog License.
  - d. comply with any order or direction of a Justice or the Village CAO and the requirements of this Bylaw, and
  - e. provide any other information as the CAO may require.
  - f. Upon the request of the CAO or an Officer, a Person shall provide a statutory declaration or other documentation acceptable to the CAO or Officer

Prohibitions

- 4.9 No Person shall give false information when applying for the issue or renewal of a License.
- 4.10 The Village may not issue or renew a License unless he/she is satisfied that:
- a. All applicable License Fees have been paid, and
  - b. All required information has been provided.
- 4.11 Upon the issuance of a License, the Village shall issue a License Tag for the Dog to the Owner.
- 4.12 Upon losing a License Tag, the Owner shall advise the Village and, upon the Owner presenting a receipt of payment of the current year's License Fees, the Village shall issue a new License Tag without charge.
- 4.13 A License issued under this Bylaw is not transferable to a living animal while the original licensed animal(s) is still present with the Owner. In the event that the ownership of the animal is transferred, the new Owner must register the animal as a new animal.
- 4.14 No Person is entitled to a rebate of License Fees paid under this Bylaw.
- 4.15 Notwithstanding any other provision herein:
- 4.16 Where a License Fee has been paid by the tender of a cheque, the License is issued subject to the cheque being honoured and where the cheque is not honoured, the License is automatically and immediately revoked;
- 4.17 There shall be no License Fee applicable for the issue of a License for a Service Dog; and

- 4.18 This Bylaw shall not apply to a Royal Canadian Mounted Police Dog while the Dog is in active service.

**Part 5  
ADDITIONAL OWNER RESPONSIBILITIES**

Failure to Comply

- 5.1 The Owner is deemed to have failed or refused to comply with ~~Section 3(a)~~ Part 2 unless the Owner has taken all reasonable precautions:
- a. to secure the Animal so that the Animal is not able to escape the Owner's Property, vehicle or other method of confinement, and
  - b. to ensure that the Animal is under the direct, effective and constant control of a competent Person at all times when off the Owner's Property.

Communicable Diseases

- 5.2 The Owner of an Animal who knows or suspects that the Animal has a Communicable Disease must:
- a. Immediately report the Communicable Disease to the Village,
  - b. Immediately seek the assistance of a Registered Veterinarian,
  - c. Confine and isolate the Animal away from the public, individuals and other Animals who are free of such disease, in a manner that will prevent further spread of the disease and in the manner prescribed by law,
  - d. Follow the direction of the Registered Veterinarian and any government officials with authority to issue related orders and directions.

Vicious Dogs

- 5.3 All provisions of this Bylaw apply to Vicious Dogs. However, where the Bylaw provides for more stringent regulations in relation to Vicious Dogs than other sections of this Bylaw, the more stringent regulations shall prevail in relation to a Vicious Dog.
- 5.4 Upon demand by an Officer, an Owner of a Dog alleged to be a Vicious Dog shall surrender the Dog to the Officer whereupon the Officer shall deliver the Dog to the Pound where the Dog shall be held pending the outcome of the hearing, Dangerous Dog Hearing and any appeals.
- 5.5 The CAO may allow the Owner to keep possession and control of a Dog alleged to be a Vicious Dog pending the outcome of the hearing, Dangerous Dog Hearing and any appeals on conditions which, in the opinion of the CAO, ensures the safety of the public.

**PART 6  
VICIOUS DOG DECLARATION**

CAO Declaration

- 6.1 Where the CAO has reason to believe that a Dog has inflicted a Serious Injury or exhibited Threatening Behaviour, the CAO may conduct a hearing with respect to whether or not the Dog should be declared a Vicious Dog.
- 6.2 Where the CAO decides to proceed with a hearing, the CAO shall provide not less than ten (10) business days' written notice to the Owner of the Dog and the Person making the complaint that the Dog may be declared a Vicious Dog including the reasons for such declaration and the date upon which evidence and oral or written submissions may be made to the CAO in support of or in opposition to such declaration being made.
- 6.3 The CAO may declare the Dog to be a Vicious Dog after:

- a. receiving and considering all relevant evidence from the Officer who investigated the incident or complaint, the Owner of the Dog, the Person making the complaint, and any witnesses,
  - b. considering submissions in oral or written form from the Officer who investigated the incident or complaint, the Owner of the Dog, the Person making the complaint and any witnesses, and
  - c. being satisfied that the Dog has inflicted a Serious Injury or exhibited Threatening Behaviour taking into account the following factors:
  - d. whether the Dog has caused Severe Injury to an individual, Animal, or wildlife,
  - e. whether the Dog has chased any individual, Animal, or wildlife,
    - i. whether the Dog has attempted to Bite, or has Bitten any individual, Animal, or wildlife,
    - ii. whether the Dog has Attacked any individual, Animal, or wildlife,
    - iii. whether the Dog has shown a tendency to exhibit Threatening Behaviour, and
    - iv. the circumstances surrounding any incidents involving any Severe Injury or Threatening Behaviour, including if the Dog:
      - v. Attacked or Bit a Trespasser, or
      - vi. Attacked or Bit in defense of Livestock on the Owner's Property, where the Dog is a Working Stock Dog and is a guardian of the Livestock.
- 6.4 The CAO shall issue his/her decision in writing, together with reasons, not more than fifteen (15) days after considering the evidence and submissions received in accordance with Section 36 to the Owner of the Dog and the Person making the complaint.
- 6.5 Where the CAO has declared a Dog to be a Vicious Dog, he/she may direct that the Dog be kept and managed by the Owner of the Dog in a specific way. The CAO may not ~~order~~ direct a Dog to be destroyed.
- 6.6 The Owner of the Dog or the Person making the complaint may appeal the CAO's decision to Council by filing a written notice of appeal, together with reasons for the appeal, to Council within thirty (30) days after receipt of the CAO's written decision.
- 6.7 Council shall conduct a hearing of the appeal within thirty (30) days after receiving notice of the appeal.
- 6.8 Council shall issue its decision in writing, together with reasons, within thirty (30) days after closing the appeal hearing. Council's decision shall be final and binding on all parties.

*Dangerous Dog Hearings and Orders by a Justice*

- 6.9 The Village may refer any matter involving an allegation that a Dog is a Vicious Dog to a Justice for a Dangerous Dog Hearing.
- 6.10 The Owner of a Dog alleged to be a Vicious Dog shall be provided notice of the Dangerous Dog Hearing not less than ten (10) clear business Days before the scheduled date of the Dangerous Dog Hearing.
- 6.11 Upon hearing the evidence at a Dangerous Dog Hearing, the Justice shall make an order in a summary way declaring the Dog as a Vicious Dog if in the opinion of the Justice:
- a. the Dog has caused a Serious Injury, or
  - b. the Dog has exhibited Threatening Behaviour.

- 6.12 Upon hearing the evidence at the Dangerous Dog Hearing, the Justice may make an order declaring the Dog as a Vicious Dog and directing that the Dog be kept and managed by the Owner in a specific way or ordering the Dog destroyed, if in the opinion of the Justice, the Dog is likely to cause a Serious Injury to any individual or other Animals, or wildlife in the future, taking into account the following factors:
- a. whether the Dog has caused Severe Injury to an individual, Animal, or Wildlife,
  - b. whether the Dog has chased any individual, Animal, or wildlife,
  - c. whether the Dog has attempted to Bite, or has Bitten any individual, Animal, or wildlife,
  - d. whether the Dog has Attacked any individual, Animal, or wildlife,
  - e. whether the Dog has shown a tendency to exhibit Threatening Behaviour, and
  - f. the circumstances surrounding any incidents involving any Severe Injury or Threatening Behaviour, including if the Dog:
    - i. Attacked or Bit a Trespasser, or
    - ii. Attacked or Bit in defense of Livestock on the Owner's Property, where the Dog is a Working Stock Dog and is a guardian of the Livestock.

General Vicious Dog Requirements

- 6.13 A Vicious Dog declaration or order issued or made pursuant to this Bylaw continues to apply if the Dog is sold, given or transferred to a new Owner within the Village.
- 6.14 Within ten (10) days after the Dog being declared or ordered a Vicious Dog, the Owner of the Dog shall provide evidence satisfactory to the CAO that the Owner has completed the following in respect of the Vicious Dog:
- a. a Registered Veterinarian has tattooed or implanted an electronic identification microchip in or on the Vicious Dog identifying the Dog with a unique identifier and the information contained on the tattoo or in the microchip is provided in writing to the CAO; and
  - b. if the Vicious Dog is not already spayed or neutered, the Vicious Dog is spayed or neutered with a spay/neuter certificate for the Dog endorsed by a Registered Veterinarian being provided to the CAO.
  - c. Within three (3) Days of the Dog being declared or ordered a Vicious Dog, the Owner of the Dog is required to display a clear and visible Vicious Dog Warning Sign, to the satisfaction of the CAO, at each entrance to the Owner's Property and on each entrance to any Secured Enclosure.
- 6.15 The Owner of a Vicious Dog shall not sell, transfer, or gift the designated vicious Dog to another Person within the Village.
- 6.16 The Owner of a Vicious Dog shall not breed nor permit the breeding of the designated Vicious Dog.
- 6.17 The Owner of a Vicious Dog shall immediately notify the CAO in writing if the designated vicious Dog dies or if ~~the Dog~~ it is sold, transferred or gifted.
- 6.18 The Owner of a Vicious Dog shall contact an Officer directly in person or by a phone call, but not by leaving a message, if the Vicious Dog is Running at Large. In the event that the Owner is unable to contact an Officer as set out in this Section, the Owner shall immediately notify the RCMP of the Vicious Dog Running at Large.
- 6.19 The Owner of a Vicious Dog shall ensure that the Dog is:
- a. confined indoors; or

- b. when such Dog is outdoors, the Owner of a Vicious Dog shall ensure that:
  - c. the Dog is locked in a Secured Enclosure; or
  - d. securely muzzled and under the control of a physically and mentally competent Person who is at least the age of eighteen (18) years by means of a Leash not exceeding one (1) meter in length and in a manner that prevents the Dog from chasing, injuring, Attacking or Biting individuals or other Animals, Livestock or wildlife as well as preventing damage to public or private property.
- 6.20 Notwithstanding any other provision of this Bylaw, an Owner shall not be required to leash or muzzle a Vicious Dog while the Dog is being shown or displayed at an officially recognized Dog show or performance or working trial sanctioned by the Canadian Kennel Club, Alberta Stock Dog Association, Canadian Stock Dog Association or similar organization, or while a Working Stock Dog is on duty in an enclosed area on the Owner's Property.
- 6.21 Vicious Dogs are not allowed in public parks or at public events.
- 6.22 The Owner of a Vicious Dog is guilty of an offence if, whether on or off the Owner's Property, the Vicious Dog exhibits Threatening Behaviour.
- 6.23 The Owner of a Vicious Dog shall have liability insurance specifically covering any damages for personal injury caused by the Vicious Dog in an amount not less than One Million
- 6.24 (\$1,000,000.00) Dollars. The Owner shall provide proof of such insurance to the reasonable satisfaction of the CAO within ten (10) days of the Dog being declared a Vicious Dog.
- 6.25 Where the Owner of a Vicious Dog is guilty of an offence under this Bylaw related to the Vicious Dog, the minimum penalties for Vicious Dogs set out in Schedule "C" shall apply.
- 6.26 Nothing contained within this Bylaw shall prevent the Village from taking any and all steps with respect to the seizure, impoundment, control or destruction of a Dog as may be available to the Village at law.

**Part 7  
OFFICER AUTHORITY**

- 7.1 An Officer is a designated officer for the purposes of Section 542 of the *Municipal Government Act*.
- 7.2 Where an Officer has reasonable grounds to believe that any provision of this Bylaw has been contravened, an Officer is authorized to:
- a. enter upon any Premises between the hours of 8 am – 8 pm Monday-Friday, in accordance with Section 542 of the *Municipal Government Act* for the purpose of inspecting, remedying, or enforcing the provisions of this Bylaw including but not limited to enforcing the terms of a Remedial Order and carrying out the actions authorized within this Section 63 after providing not less than 48 hours' prior notice to the owner or occupant of the Premises;
  - b. notwithstanding Section 63(a), in the event of an Emergency, the Officer is not required to give notice to the owner or occupant of the Premises prior to entering upon the Premises and is not required to enter the Premises at a reasonable time;
  - c. capture, seize, impound and deliver to the Pound, any Animal which is Running At Large or which has caused or is alleged to have caused a Severe Injury or exhibited Threatening Behaviour;
  - d. arrange for a Behaviour Assessment to be conducted in relation to any Dog which has been seized, captured, impounded or surrendered pursuant to this Bylaw;
  - e. to take reasonable measures as necessary to subdue and control the Animal without injuring or causing undue distress to the Animal in the process of capturing, seizing and

impounding the Animal including but not limited to the use of tranquilizer equipment and other capture devices;

- f. where an Animal is injured or ill, deliver the Animal to a Registered Veterinarian for treatment prior to delivering the Animal to the Pound,
- g. issue a Remedial Order to an Owner of any Animal which has exhibited Threatening Behaviour, caused or is alleged to have caused a Severe Injury, or has otherwise contravened any section of this Bylaw. The Remedial Order may:
  - i. direct the Owner to stop doing something or to change the way in which the Owner is doing it,
  - ii. direct the Owner to take any action or measures necessary to remedy the contravention of this Bylaw including but not limited to:
    - 1. submitting the Dog for a Behaviour Assessment,
    - 2. complying with any recommendations made by the Person who conducted the Behaviour Assessment, and
    - 3. attending training sessions with the Dog conducted by a qualified Dog trainer,
  - iii. state a time within which the Owner must comply with the Officer's directions and provide proof of compliance to the Officer, and
  - iv. state that if the Owner does not comply with the directions within a specified time, the Village may take the action or measure at the expense of the Owner.

- 7.3 Any Person who receives a Remedial Order may request a review of the Remedial Order by Council in accordance with Section 547 of the *Municipal Government Act* by filing a written request for review of the Remedial Order together with the Remedial Order Review Fee as set out in the Master Rates Bylaw with the CAO within 14 days of receipt of the Remedial Order. The request for review shall set out the grounds for the request.
- 7.4 Within thirty (30) days after receipt of the request for review, Council shall review the Remedial Order and may confirm, vary, substitute or cancel the Remedial Order and shall issue a written decision, including reasons for the decision, to the Person who requested the review.
- 7.5 Any Person affected by the decision of Council may appeal the decision to the Court of Queen's Bench in accordance with Section 548 of the *Municipal Government Act*.

**Part 8  
ENFORCEMENT**

Capture or Impoundment of Animals

- 8.1 Notwithstanding anything in this Bylaw, nothing shall prevent an Animal from being humanely euthanized at any time and in exigent circumstances due to physical illness or injury upon the Officer's assessment or recommendation of a Registered Veterinarian. The Owner is responsible for all costs associated with the recommendations of the Registered Veterinarian.
- 8.2 Animals captured or impounded by an Officer under the direction of the Village are removed from the Village by the Officer to the location affiliated with the Officer and is subject to the rules, practices and policies of that location. The Owner is responsible for all costs associated with the location affiliated with the Officer.
- 8.3 Animals captured or impounded by an Officer under the direction of the Village will not become property of the Village and the Village declares no responsibility for the care or preservation of life of the Animal.

Notification

- 8.4 If the CAO knows or can ascertain the name of the Owner of any Animal in violation of this Bylaw, the Owner will be contacted and made aware of the violation. Notification will be through one of the following means:
- a. in person
  - b. by phone
  - c. written notice via email, personally delivered, or by mailing it to the last known address of the Owner.
    - i. a written notice is deemed to be received within three (3) business Days after the Day it is Sent.
- 8.5 When violations of this Bylaw require remediation, a written Remedial Orders will be delivered to the Owner through email, personally delivered, or mailed to the last known address of the Owner.

Reclaiming

- 8.6 It is the responsibility of the Owner to locate and reclaim their impounded Animal.
- 8.7 The Owner of an impounded Animal may reclaim the Animal through the impound site directly. All impound fees are payable directly to the impound site.

**Part 9  
PENALTY PROVISIONS**

General

- 9.1 Any Person who contravenes any provision of this bylaw is guilty of an offence and is liable upon summary conviction to a fine The specified fines for an offence committed pursuant to this Bylaw are set out in Schedule 1 of this Bylaw.
- 9.2 Under no circumstances shall any Person contravening any provision of this Bylaw be subject to the penalty of imprisonment.
- 9.3 A Justice, after convicting an Owner of an offence under this Bylaw, may, if the Justice considers the offence sufficiently serious, direct, order or declare any one or more of the following:
- a. That the Owner prevent the Animal from doing mischief or causing the disturbance or nuisance complained of;
  - b. That the Owner pay restitution for any expenses or costs incurred by any Person including but not limited to the Village and or the County as a result of the Owner's offence;
  - c. That the Dog is a Vicious Dog;
  - d. That the Dog be destroyed; or
  - e. That the Owner be prohibited from owning any Dog or other Animal for a specified period of time.

Recovery of Enforcement Costs

- 9.4 The expenses and costs of any action or measures taken by the Village under this Bylaw are an amount owing to the Village or County by the Person in contravention of this Bylaw;
- 9.5 Where any contravention of this Bylaw occurred on property to which the Owner is the registered owner, any unpaid expenses or costs may be added to the tax roll of that property in accordance with the **Municipal Government Act**; and
- 9.6 The costs and expenses incurred by the Village in the enforcement of this Bylaw may be collected as a civil debt.

*Violation Tag*

- 9.7 An Officer is hereby authorized and empowered to issue a Violation Tag to any Person whom the Officer has reasonable and probable ground to believe has contravened any provision of this Bylaw.
- a. A Violation Tag may be served on such Person who is an individual, either:
    - i. By delivering it personally to such Person, or
    - ii. By leaving a copy for such Person at his/her last known Premises with an individual at the Premises who appears to be at least 18 years of age,
    - iii. and such service shall be adequate for the purposes of this Bylaw.
  - b. A Violation Tag may be served on a Person which is a corporation, either:
    - i. by sending it by registered mail to the registered office of the corporation, or
    - ii. By delivering it personally to the manager, secretary or other executive officer of the corporation or the person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address,
    - iii. and such service shall be adequate for the purposes of this Bylaw.
- 9.8 The Violation Tag shall be in a form approved by the CAO and shall state:
- a. The Person's name,
  - b. The offence,
  - c. The appropriate Voluntary Payment for the offence as specified in Schedule "C" of this Bylaw and the Master Rates Bylaw.
  - d. That the Voluntary Payment shall be paid within (10) days of issuance of the Violation Tag in order to avoid further prosecution; and
  - e. Any other information as may be required by the CAO.
- 9.9 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Officer provided, however, that no more than one Violation Tag shall be issued for each Day that the contravention continues.
- 9.10 Where a Violation Tag has been issued in accordance with this Bylaw, the Person to whom the Violation Tag has been issued may, in lieu of being prosecuted for the offence, pay to the County cashier the Voluntary Payment within the time frame specified in the Violation Tag.
- 9.11 Nothing in this Bylaw shall prevent an Officer from immediately issuing a Violation Ticket.

*Violation Ticket*

- 9.12 An Officer is hereby authorized and empowered to issue a Violation Ticket to any Person whom the Officer has reasonable and probable grounds to believe a Person has contravened any provision of this Bylaw.
- a. A Violation Ticket may be served on such Person who is an individual, either:
    - i. By delivering it personally to such Person, or
    - ii. By leaving a copy for such Person at his/her last known Premises with an individual at the Premises who appears to be at least 18 years of age,
    - iii. and such service shall be adequate for the purposes of this Bylaw.
  - b. A Violation Ticket may be served on a Person which is a corporation, either:
    - i. by sending it by registered mail to the registered office of the corporation, or

- ii. By delivering it personally to the manager, secretary or other executive officer of the corporation or the person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address,
- iii. and such service shall be adequate for the purposes of this Bylaw.

9.13 Where a contravention of this Bylaw is of a continuing nature, a contravention shall constitute a separate offence in respect of each Day, or part of a Day, on which that offence continues.

**PART 10  
SEVERABILITY**

- 10.1 It is the intention of Council that all offences created under this Bylaw be interpreted to be strict liability offences.
- 10.2 Each provision of this Bylaw is independent of all other provisions. If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 10.3 Nothing in this Bylaw relieves a Person from complying with any federal, provincial law or other regulation or Village bylaw or any requirements of any lawful permit, order, consent or other direction.
- 10.4 The onus of proving a Person has a valid and subsisting License is on the Person alleging the existence of the License on a balance of probabilities.
- 10.5 A copy of a record of the Village, certified as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts states in the record without proof of the appointment or signature of the Person signing it.
- 10.6 Nothing in this Bylaw limits the right of any Person to prosecute a claim for damage by reason of injuries to a Person or property resulting from any action of an Owner or any Animal.

**REPEAL**

Upon third reading of Bylaw 2024-06, Bylaw 04-2016 and all amendments thereto are hereby repealed.


**EFFECTIVE DATE**

First Reading of Bylaw 2024-06 passed on the 10<sup>th</sup> day of July 2024.

Second Reading of Bylaw 2024-06 passed on the 14<sup>th</sup> of August 2024.

Third Reading of Bylaw 2024-06 passed on the 11<sup>th</sup> of September 2024.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CAO

  
\_\_\_\_\_  
Date

Schedule 1 – Violation Fees

	Responsibility of Animal Owners		
Part 1 All Sections		<u>Tags</u>	<u>Tickets</u>
	First Offense	n/a	n/a
	Repeated Subsequent Offense	n/a	n/a
	Remedial Order	Cost of remediation	\$250.00
	Second Order	Cost of remediation	\$500.00
	Subsequent Orders	Cost of remediation	\$750.00
	Order of Final Notice	Cost of remediation	\$1000.00
	Responsible human behavior regarding animal safety an actions		
Part 2 All Sections		<u>Tags</u>	<u>Tickets</u>
	First Offense	n/a	n/a
	Repeated Subsequent Offense	n/a	n/a
	Remedial Order	Cost of remediation	\$250.00
	Second Order	Cost of remediation	\$500.00
	Subsequent Orders	Cost of remediation	\$750.00
	Order of Final Notice	Cost of remediation	\$1000.00
	Owner Restrictions – failure to comply with dog limit and registration/licensing; these fees are in addition to regular animal registration costs.		
Part 3 All sections  Part 5 All Sections		<u>Tags</u>	<u>Tickets</u>
	Failure to Register/License	Cost of remediation	n/a
	Exceeding Dog Limit	Cost of remediation	n/a
	Keeping Livestock within Village *see Community Standards Bylaw, Part 5 "Unsightly, Nuisance, Dangerous Premises"	Cost of remediation	n/a
	Remedial Order	Cost of remediation	\$250.00
	Second Order	Cost of remediation	\$500.00
	Subsequent Orders	Cost of remediation	\$750.00
	Order of Final Notice	Cost of remediation	\$1000.00

Part 4 All Sections	Animal Licenses – see Master Rates Bylaw										
Part 6 All Sections	Interfering with Officer duties		<table border="1"> <thead> <tr> <th><u>Tags</u></th> <th><u>Tickets</u></th> </tr> </thead> <tbody> <tr> <td>n/a</td> <td>\$100.00</td> </tr> <tr> <td>n/a</td> <td>\$300.00</td> </tr> <tr> <td>n/a</td> <td>\$950.00</td> </tr> </tbody> </table>	<u>Tags</u>	<u>Tickets</u>	n/a	\$100.00	n/a	\$300.00	n/a	\$950.00
		<u>Tags</u>	<u>Tickets</u>								
		n/a	\$100.00								
		n/a	\$300.00								
n/a	\$950.00										
First Offense											
Second Offense											
Third Offense											

