

**BYLAW 3371-25
OF THE CITY OF CAMROSE
PROVINCE OF ALBERTA**

WHEREAS pursuant to the *Municipal Government Act*, R.S.A., 2000, c M-26, as amended, a municipality may pass bylaws with respect to wild and domestic *Animals* and activities in relation to them;

AND WHEREAS pursuant to the *Municipal Government Act*, R.S.A., 2000, c M-26, as amended, a municipality may pass bylaws with respect the safety, health, and welfare of people and the protection of people and property;

AND WHEREAS, the City of Camrose is of the view it is necessary for the preservation and protection of public health, safety, and welfare of the residents of the *City* to provide for the licensing, control and keeping of *Dogs* within the City of Camrose.

NOW THEREFORE BE IT RESOLVED THAT the *Council* of the City of Camrose, duly assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw is called the “Dog Control and Licensing Bylaw.”

2. Definitions:

2.1. “*Animal*” means any live creature, both domestic and wild, and includes fowl, fish, and reptiles but does not include a human.

2.2. “*At Large*” means a *Dog* that is not restrained by a *Leash* or otherwise under the physical control of a *Person* at a location other than:

2.2.1. the *Owner’s* property;

2.2.2. inside the boundaries of an *Off Leash Area*;

2.2.3. on private property with the consent of the *Owner* of that private property;

2.2.4. during grooming; or

2.2.5. while participating in a *Dog* sporting, training, or show event.

The *Leash* shall not be greater than two (2) metres in length.

2.3. “*Attack*” means an assault by a *Dog* upon a *Person* or other *Dog*, *Wildlife*, *Livestock*, or other domesticated household pet which causes injury to that *Person* or other *Dog*, *Wildlife*, *Livestock*, or other domesticated household pet.

2.4. “*Bite*” means an application of force by a *Dog* by means of its mouth and teeth upon a *Person* or other *Dog* which results in pain or injury of any nature being inflicted upon that *Person* or *Dog*.

2.5. “*Cat*” means any domesticated *Cat*.

2.6. “*City*” means the Corporation of the City of Camrose, or the corporate limits of the City of Camrose, as the context requires.

- 2.7. “*City Manager*” means the individual appointed by *Council* to the position of Chief Administrative Officer as per the *Municipal Government Act* or their designate.
- 2.8. “*Collar*” means a device made of leather, fibre, metal, etc. capable of having metal *Dog Tags* securely fastened to it and designed solely intended to be worn around the neck of a *Dog*.
- 2.9. “*Communicable Disease*” means diseases which can be passed from *Animal* to *Animal* and zoonotic diseases as per the *Animal Protection Act*, R.S.A. 2000, c A-41.
- 2.10. “*Council*” means the municipal *Council* of the City of Camrose.
- 2.11. “*Court*” means a *Court* of competent jurisdiction in Alberta.
- 2.12. “*Designated Officer*” has the same meaning as given under the *Municipal Government Act*, RSA 2000, c M-26.
- 2.13. “*Dog*” means any canine *Dog* over the age of six (6) months.
- 2.14. “*Dog Tag*” means a numbered, metal, identification *Dog Tag* issued by the *City* for a specific *Dog*. It is intended to be worn on a *Collar* or harness.
- 2.15. “*Dog Shelter*” means a facility designated by the *City Manager* for the safekeeping, and holding of impounded, or seized *Dogs* as set out within this Bylaw.
- 2.16. “*Guard Dog*” means a *Dog* that is trained and used for the prevention of unlawful entry of a business premises in any commercial or industrial area by unauthorized *Persons*.
- 2.17. “*Guide Dogs*” means a *Dog* trained as a guide *Dog* for a blind *Person* and having the qualifications prescribed by the regulations.
- 2.18. “*Highway*” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes:
- 2.18.1. A *Sidewalk*, including a boulevard adjacent to the *Sidewalk*;
- 2.18.2. If a ditch lies adjacent to and parallel with the *Roadway*, the ditch; and
- 2.18.3. If a *Highway* right of way is contained between fences or between a fence and one side of the *Roadway*, all the land between the fences, or all the land between the fence and the edge of the *Roadway*, as the case may be, but does not include a place declared by regulation not to be a *Highway*.
- 2.19. “*In Heat*” means a recurring period of sexual receptivity in many female mammals.
- 2.20. “*Justice*” has the meaning as defined in the *Provincial Offences Procedure Act*, RSA 2000, c P-34.
- 2.21. “*Leash*” means material capable of leading or restraining the *Dog* on which it is being used.
- 2.22. “*Licence*” means a *Licence* issued pursuant to this Bylaw.

- 2.23. “*Livestock*” includes, but is not limited to:
- 2.23.1. horse, mule, ass, swine, emu, ostrich, llama, alpaca, sheep, or goat;
 - 2.23.2. domestically reared or kept deer, reindeer, moose, elk, or bison; farm-bred, fur-bearing animals including foxes and mink; animals of the bovine species;
 - 2.23.3. animals of the avian species including chickens, turkeys, duck, geese, or pheasants;
 - 2.23.4. bison; farm-bred, fur-bearing animals including foxes and mink; animals of the bovine species; and
 - 2.23.5. all other *Animals* that are kept for agricultural purposes, but does not include *Cats* or *Dogs*.
- 2.24. “*Medical Officer of Health*” means the *Medical Officer of Health* as appointed and defined in the *Public Health Act*, RSA 2000, c P-37.
- 2.25. “*Motor Vehicle*” has the meaning given in the *Traffic Safety Act*, RSA 2000, c T-6.
- 2.26. “*Muzzle*” means a humane device of sufficient strength placed over a *Dog’s* mouth to prevent it from biting.
- 2.27. “*Nuisance Dog*” means a *Dog* declared to be a *Nuisance Dog* by the *City Manager* in accordance with this Bylaw.
- 2.28. “*Off Leash Area*” means an area designated by *Council*, where *Dogs* are permitted to be off leash, or designated areas where organized and controlled *Dog* events may be held by causing signs to be posted in such areas indicating such designations.
- 2.29. “*Over Limit Permit*” means a permit granted under the authority of this Bylaw that allows a *Person* to keep at their residence more than the maximum number of *Dogs* permitted by this Bylaw.
- 2.30. “*Owner*” means any *Person*:
- 2.30.1. named on a *Licence*; or
 - 2.30.2. who has legal title to a *Dog*;
 - 2.30.3. who has possession or custody, or care and control of a *Dog*, either temporarily or permanently; or
 - 2.30.4. who harbours a *Dog* or allows the *Dog* to remain on their premises.
- 2.31. “*Peace Officer*” means a member of the Royal Canadian Mounted Police, a member of the Camrose Police Service, or a special constable.
- 2.32. “*Person*” means any individual, firm, partnership, association, corporation, society, trustee, executor, administrator or other legal representative.
- 2.33. “*Playground*” means that portion of a public park in the *City* that contains playground equipment such as sandboxes, slides, teeter totters, monkey bars, and other equipment for the use and enjoyment of children.

- 2.34. “*School Ground*” means property within the *City* owned or operated by any school district or private school.
- 2.35. “*Service Dog*” has the meaning as defined in the *Service Dogs Act*, SA 2007, c S-7.5, and includes a *Dog* that is in training to become *Service Dog* but does not include *Dogs* that are no longer actively being used as a *Service Dog*.
- 2.36. “*Severe Injury*” means any injury that requires medical attention except wound cleaning and basic first aid and includes: wounds requiring sutures or surgery, disfiguring or scarring lacerations, broken bones, severe sprains or any other similar *Severe Injury*.
- 2.37. “*Sports Field*” means land within the *City* and controlled by the *City* which is set apart and used for the playing of a sport including, but not limited to, baseball diamonds, field hockey, tennis or basketball courts, rugby, soccer, athletic fields, or football fields.
- 2.38. “*Vicious Dog*” means any *Dog*:
- 2.38.1. which in the opinion of the *City Manager* has a propensity to attack, to cause injury or to otherwise endanger the safety of a *Person* or other *Dog*, *Wildlife*, *Livestock*, or other domesticated household pets; or
 - 2.38.2. that has been declared to be a *Vicious* or *Dangerous Dog* pursuant to a Bylaw of another municipality; or
 - 2.38.3. that has been the subject of an order issued by a *Justice* pursuant to the *Dangerous Dogs Act*, RSA 2000, c D-3.
- 2.39. “*Violation Tag*” means a tag or similar document issued by the *City* that alleges an offence and provides a *Person* with the opportunity to pay an amount to the *City* in lieu of prosecution for the offence.
- 2.40. “*Violation Ticket*” means a ticket issued under Part 2 of the *Provincial Offences Procedure Act*, RSA 2000, c. P-34.
- 2.41. “*Wildlife*” has the meaning as defined in the *Wildlife Act*, RSA 2000, c W-10.

3. Purpose and Application

- 3.1. A reference in this Bylaw to a bylaw, statute or regulation means the statute or regulation as amended, replaced or in effect from time to time.
- 3.2. In this Bylaw, words used in the singular shall include the plural and the plural the singular, except where the context requires otherwise.
- 3.3. Words in this Bylaw have the same meaning as those set out in the Municipal Government Act, except where otherwise defined in this Bylaw.
- 3.4. The headings in this Bylaw are for convenience only and must not be construed as defining or in any way limiting the scope or intent of the provisions of this Bylaw.

4. Number of Dogs

- 4.1. No *Person* shall keep or permit to be kept more than three (3) *Dogs* over the age of six (6) months on any parcel of land or real property within the *City*, unless:
 - 4.1.1. that *Person* holds a valid Business Licence from the *City* for one or more of the following purposes:
 - 4.1.1.1. the care and treatment of *Dogs* operated and in charge of a veterinarian; and/or
 - 4.1.1.2. the operation of a training or obedience class for *Dogs*; and/or
 - 4.1.1.3. the operation of a pet store or kennel;
 - or
 - 4.1.2. that *Person* has applied for and has been approved for an *Over Limit Permit*.
- 4.2. An *Owner* seeking to obtain or renew an *Over Limit Permit* must submit a completed application to the *City Manager* annually, no later than January 31 of the current year, using the form prescribed by the *City Manager*.
- 4.3. An application for an *Over Limit Permit* shall include the following information:
 - 4.3.1. *Owner's* full name, residential address, email address, and telephone number;
 - 4.3.2. civic address where the *Dogs* shall be kept;
 - 4.3.2.1. if the *Owner* is not the registered owner of the property, authorization from the registered owner(s) shall be required.
 - 4.3.3. purpose for keeping the *Dogs*;
 - 4.3.4. breed, sex, and age of each *Dogs*; and
 - 4.3.5. a description of the measures the *Owner* will implement to minimize noise and mitigate nuisance to neighbouring properties.
- 4.4. The *City Manager* may deny or cancel an *Over Limit Permit*. This decision shall be based on, but is not limited to, the following considerations:
 - 4.4.1. review of bylaw/animal related complaints associated to the involved address;
 - 4.4.2. site inspection;
 - 4.4.3. review of neighbourhood inquiries or complaints to the impact of the *Over Limit Permit* in the area.
 - 4.4.4. any false or misleading information on the application form;
 - 4.4.5. if the *Owner* or a *Person* residing or allowed to remain at the residence is charged or convicted of animal related offence(s).

- 4.5. An appeal of the cancellation or denial of an *Over Limit Permit* must be submitted in writing to the *City Manager*, along with any applicable fee, within ten (10) business days of receiving the decision, in accordance with Section 46.1 of this Bylaw.

5. Licensing

- 5.1. An *Owner* of a *Dog* shall obtain a *Licence* for a *Dog*.
- 5.2. An *Owner* of a *Nuisance Dog* shall obtain a *Licence* for a *Nuisance Dog*.
- 5.3. An *Owner* of a *Vicious Dog* shall obtain a *Licence* for a *Vicious Dog*.

6. Licensing Requirements

- 6.1. The *Owner* of a *Dog* shall:
 - 6.1.1. be eighteen (18) years of age or older;
 - 6.1.2. obtain a *City Licence* for their *Dog* within fifteen (15) days following the *Dog* having attained six (6) months of age, or acquiring possession of the *Dog*, whichever date is later;
 - 6.1.3. ensure all *Dogs* wear a *Dog Tag* purchased for that *Dog* when the *Dog* is off the *Owner's* property;
 - 6.1.4. notify the *City* of any change in information provided in the application for a *Licence* under this Bylaw.
- 6.2. When applying for a *Licence* under this Bylaw, the *Owner* shall provide the following:
 - 6.2.1. the name, telephone number, and email of the *Owner*, or the *Person* responsible if the *Owner* is a corporate body;
 - 6.2.2. a physical description of the *Dog*, including name, breed, gender and age;
 - 6.2.3. information establishing whether the *Dog* is spayed or neutered;
 - 6.2.4. if the *Dog* is the subject of any *Vicious Dog* order by the *City Manager*, a *Justice* or any other municipality;
 - 6.2.5. any other information which the *City Manager* may require; and
 - 6.2.6. the *Licence* fee for each *Dog* as set out in the *City's* Annual Fees and Charges Bylaw.
- 6.3. Every *Owner* of a *Dog* that is new to the *City* where the *Dog* has been declared *Vicious* or *Dangerous* in another municipality must provide documentation or proof of the same in a form satisfactory to the *City* and *Licence* such *Dog* with the *City* accordingly and provide liability insurance of one million dollars for such *Dog*.
- 6.4. No *Person* shall give false information when applying for a *Licence* pursuant to this Bylaw.
- 6.5. Upon licensing a *Dog* as required by this Bylaw, the *Owner* shall be issued with a *Dog Tag*.

- 6.6. A *Dog Tag* issued pursuant to this Bylaw is non-transferable and non-refundable.
- 6.7. Upon losing a *Dog Tag*, an *Owner* of a *Dog* shall obtain a replacement *Dog Tag* for a fee as set out in the *City's Annual Fees and Charges Bylaw*.
- 6.8. Effective January 1, 2026, a *Dog Licence* is valid for the lifetime of the *Dog* and does not need to be renewed unless the *Dog* is classified as a *Nuisance* or *Dangerous Dog*.
- 6.9. *Nuisance Dogs* and *Vicious Dogs* shall be licenced annually.

7. Exceptions to Licence Requirements

- 7.1. A police service member shall not be required to obtain a *Licence* for their police *Dogs* but *Owners* of those *Dogs* are required to comply with the other provisions of this Bylaw except where the offence or other provisions of this Bylaw are contrary to the functions performed by those *Dogs*, or an enactment, permit, order or licence governing police *Dogs* exempts those *Dogs* from the application of provisions of this Bylaw.
- 7.2. Where an individual with a disability is the *Owner* of a *Service Dog* trained and used to assist such individual, if that individual provides to the satisfaction of the *City Manager* identification that identifies the individual and the individual's *Service Dog*, then there shall be no fee payable by the *Owner* for a *Licence* for the *Service Dog* as set out in the *City's Annual Fees and Charges Bylaw*.
- 7.3. No *Dog Licence* shall be required for a *Dog* that is accompanying a *Person* who is visiting the *City*, if they do not stay in the *City* more than thirty (30) days. The *Owner* must be able to produce proof that they are visiting the *City* not more than thirty (30) days. Notwithstanding the foregoing, all other provisions of this Bylaw shall still apply to *Dogs* referenced in this Section. This includes *Dogs* brought into the *City* for the purposes of a competition, parade, fair, exhibition, or other similar event.

8. Revocation of Licence

- 8.1. The *City Manager* or *Peace Officer* may revoke any *Licence* pursuant to this Bylaw if:
 - 8.1.1. the *Owner* fails to comply with any conditions of the *Licence*;
 - 8.1.2. the *Licence* was issued on the basis of incorrect or false information;
 - 8.1.3. the *Licence* was issued in error; or
 - 8.1.4. the *Owner* breaches a provision of this Bylaw.

9. General Care and Control

- 9.1. The *Owner* of a *Dog* must not allow it to be *At Large*.
- 9.2. The *Owner* of a *Dog* must not allow it to be in a public place unless:
 - 9.2.1. the *Dog* is wearing a *Leash*; and
 - 9.2.2. the *Leash* is under the effective control of a *Person* competent to restrain the *Dog*.

- 9.3. An *Owner* or any other *Person* having care or control of a *Dog* is not required to have the *Dog* on a *Leash* in an area of the *City* which has been designated as an *Off Leash Area*, and the *Owner* of a *Dog* in an *Off Leash Area* shall:
- 9.3.1. ensure that such *Dog* is always under control of the *Owner*;
 - 9.3.2. not allow or permit more than four (4) *Dogs* in their custody in an *Off Leash Area*;
 - 9.3.3. be physically capable of controlling and restraining all *Dogs* in their custody in an *Off Leash Area*; and
 - 9.3.4. carry an appropriate *Leash* for all *Dogs* in their custody, on their *Person* while in an *Off Leash Area*.
- 9.4. No *Owner* or any other *Person* having care or control of a *Dog In Heat*, a *Dog* suffering from a *Communicable Disease*, a *Guard Dog*, or a *Vicious Dog* shall permit the *Dog* to be in an *Off Leash Area* at any time.
- 9.5. A *Peace Officer* may, upon the *Owner* or any other *Person* having care or control of a *Dog* being in contravention of any provision of this part, order the *Owner* of an off-*Leash Dog* in an *Off Leash Area*, to:
- 9.5.1. restrain the *Dog* by means of a *Leash*; or
 - 9.5.2. remove the *Dog* from an *Off Leash Area*;
 - 9.5.3. or both.
- 9.6. An *Owner* or any other *Person* having care or control of a *Dog* who fails to comply with an order made by a *Peace Officer* pursuant to this Section to restrain or remove a *Dog* is guilty of an offence.
- 9.7. *City Dog* parks are shared, multi-use facilities and *Owners* or any other *Person* having care or control of a *Dog* should ensure that the following rules are adhered to:
- 9.7.1. respect to other *Dogs* and *Owners*;
 - 9.7.2. *Dogs* are to be wearing a current *Dog Tag*.
 - 9.7.3. *Dogs* must be accompanied by their *Owner* or any other *Person* having care or control of the *Dog* who must be able to maintain effective verbal control of the *Dog* at all times;
 - 9.7.4. *Dogs* must be both *Dog* and human friendly;
 - 9.7.5. *Dogs* must be a minimum of six months of age, immunized and spayed/neutered;
 - 9.7.6. a *Leash* not exceeding two meters (six feet) must be carried at all times;
 - 9.7.7. the *Owner* or *Person* having care or control of the *Dog* must dispose of *Dog's* waste in designated containers;
 - 9.7.8. *Guard Dogs* and *Vicious Dogs* are not permitted in these areas; and

- 9.7.9. *Owners* are responsible for the behaviour, welfare and safety of their *Dog(s)* while using these areas. *Owners* are personally liable for any damages or injury their *Dog* inflicts.
- 9.8. With the exception of *Service* or *Guide Dogs*, no *Dog* shall be permitted to remain in any place as prohibited by posted signage.
- 9.9. *Guide Dogs* and *Service Dogs* shall be able to accompany a visually impaired or disabled *Person* in all places where the public is normally allowed to go.
- 9.10. The *Owner* or any other *Person* having care or control of a *Dog* shall not leave the *Dog* unattended in a *Motor Vehicle* unless:
 - 9.10.1. the *Dog* is restrained in a manner that prevents contact between the *Dog* and any member of the public; and
 - 9.10.2. the *Dog* has suitable ventilation. For the purposes of this Bylaw suitable ventilation is the provision and maintenance of air flow and air quality conditions that ensures the wellbeing of a *Dog*, preventing any form of distress.
- 9.11. The *Owner* or any other *Person* having care or control of a *Dog* shall not leave a *Dog* unattended in a *Motor Vehicle* if the weather conditions are not suitable for containment and put the *Dog's* well-being and safety at risk.

10. Securing Animals in Vehicles

- 10.1. No *Person* shall allow a *Dog* to be riding outside of the passenger cab of a *Motor Vehicle* on a *Highway*, regardless of whether the *Motor Vehicle* is moving or parked.
- 10.2. A *Person* may allow a *Dog* to be outside the passenger cab of a *Motor Vehicle*, if the *Dog*, is:
 - 10.2.1. in a fully enclosed cargo area of the bed of a *Motor Vehicle*;
 - 10.2.2. contained in a ventilated kennel or similar device securely fastened to the cargo bed of the *Motor Vehicle*; or
 - 10.2.3. securely tethered in such a manner that the *Dog* is not standing on bare metal, cannot jump or be thrown from the *Motor Vehicle*, is not in danger of strangulation, and cannot reach beyond the outside edges of the *Motor Vehicle*.
- 10.3. The *Owner* of a *Motor Vehicle* who fails to secure a *Dog* in a *Motor Vehicle* in accordance with this Bylaw may be charged with an offence unless the *Owner* of the *Motor Vehicle* satisfies a *Peace Officer* or *Designated Officer* that:
 - 10.3.1. The *Motor Vehicle* was not being driven or was not being parked by the *Owner*; or that the *Person* driving or parking the *Motor Vehicle* at the time of the offence did so without the *Owner's* express or implied consent.

11. Dogs In Heat

- 11.1. The *Owner* or any other *Person* having care or control of a *Dog* that is *In Heat* shall confine the *Dog* indoors within a building or enclosure which will prevent the escape of the *Dog* or entry of other *Dogs* until the *Dog* is no longer *In Heat*.
- 11.2. The *Owner* or any other *Person* having care or control of a *Dog* that is *In Heat* may allow the *Dog* to leave the building or enclosure to urinate, defecate, or exercise if the *Owner* always maintains the *Dog* under care and control, and immediately returns the *Dog* to the building or enclosure upon completion of urinating, defecating or exercising. The *Dog* must always remain on the *Owner's* property.
- 11.3. The *Owner* or any other *Person* having care or control of a *Dog* that is *In Heat* shall not allow or permit the *Dog* to be at any location where the *Dog* may be a source of attraction to other *Dogs*.

12. Communicable Diseases

- 12.1. An *Owner* or any other *Person* having care or control of a *Dog* which is suffering from a *Communicable Disease* shall:
 - 12.1.1. not permit the *Dog* to be in any public place;
 - 12.1.2. not permit the *Dog* to be in contact with or in proximity to any other *Dog*;
 - 12.1.3. keep the *Dog* confined or restrained; and
 - 12.1.4. immediately report the matter to the *Medical Officer of Health* or the Office of Chief Provincial Veterinarian as the case may be, and the *City Manager*.

13. Removing Excrement

- 13.1. If a *Dog* defecates on any property other than the property of its *Owner*, the *Owner* or any other *Person* having care or control of a *Dog* shall remove such feces immediately.
- 13.2. If a *Dog* is on any property other than the property of its *Owner*, the *Owner* or any other *Person* having care or control of a *Dog* shall have in their possession a suitable means of facilitating the removal of the *Dog's* feces.
- 13.3. No *Owner* or occupant of a *Property* shall have or allow in or on the property, the accumulation of *Dog* feces to such an extent that is reasonably likely to annoy or pose a health risk to others.

14. Noise

- 14.1. The *Owner* or any other *Person* having care or control of a *Dog* shall ensure it does not bark or howl in a manner that is reasonably likely to annoy or disturb the peace of others.
- 14.2. In determining whether barking or howling is reasonably likely to annoy or disturb the peace of others consideration may be given, but is not limited, to the:
 - 14.2.1. proximity of the property where the *Dog* resides;

- 14.2.2. duration of the barking;
 - 14.2.3. time of the day and day of the week;
 - 14.2.4. nature and use of the surrounding area; and
 - 14.2.5. any effect of the barking.
- 14.3. A *Peace Officer* may request a *Person* complaining about a *Dog* excessively barking, howling, or engaging in any other activity that causes noise to keep a log of all occurrences for a period specified by a *Peace Officer*. Any *Person* complaining about a *Dog* excessively barking, howling, or engaging in any other activity that causes noise, when requested shall submit a statement in writing to a *Peace Officer*.

15. Threatening Behaviours

- 15.1. The *Owner* or any other *Person* having care or control of a *Dog* shall ensure that such *Dog* does not:
- 15.1.1. chase other *Dogs*, *Wildlife*, *Livestock* or other domesticated household pets;
 - 15.1.2. chase bicycles, *Motor Vehicles*, or other vehicles;
 - 15.1.3. chase a *Person*;
 - 15.1.4. *Bite*, *Attack*, or cause damage to property, *Dogs*, *Wildlife*, *Livestock*, or other domesticated household pets, whether on the property of the *Owner* or not;
 - 15.1.5. cause *Severe Injury* to a *Dog*, *Wildlife*, *Livestock*, or other domesticated household pets;
 - 15.1.6. cause death to a *Dog*, *Wildlife*, *Livestock*, or other domesticated household pets;
 - 15.1.7. *Bite*, *Attack* or cause *Severe Injury* to a *Person* or *Persons* whether on the property of the *Owner* or not, unless the *Person Attacked* is a trespasser of the property *Owner*; and
 - 15.1.8. commit any other act that injures a *Person* or *Persons* whether on the property of the *Owner* or not.
- 15.2. No *Owner* shall use or direct a *Dog* to *Attack*, chase, harass, or threaten a *Person*, *Dog*, *Wildlife*, *Livestock*, or other domesticated household pets.

16. Nuisance Dogs

- 16.1. The *City Manager* may declare a *Dog* to be a *Nuisance Dog* upon fifteen (15) days' written notice to the *Owner*.
- 16.2. In declaring a *Dog* to be a *Nuisance Dog*, the *City Manager*, shall consider any sections of this Bylaw that have been contravened by such *Dog* and shall also take into consideration any other matter which, in the opinion of the *City Manager*, is relevant.

- 16.3. The *City Manager* may impose any of the following conditions on the *Owner* of the *Nuisance Dog* as deemed appropriate by way of a *Nuisance Dog Licence*:
- 16.3.1. that the *Owner* keep the *Nuisance Dog* indoors or secured in a fully enclosed outdoor pen;
 - 16.3.2. that the *Owner* ensure the *Nuisance Dog* is muzzled while outdoors;
 - 16.3.3. that the *Owner* undertake repairs to the property where the *Nuisance Dog* resides to ensure compliance with this Bylaw;
 - 16.3.4. that the *Owner* of the *Nuisance Dog* complete a behavioural modification course specified by the *City Manager*; and/or
 - 16.3.5. any other condition the *City Manager* deems reasonable.
- 16.4. The declaration of a *Dog* as a *Nuisance Dog* shall be reviewed annually by the *City Manager*, and may be continued, with or without conditions, or revoked.
- 16.5. An *Owner* shall not contravene any conditions of a *Nuisance Dog Licence*.
- 16.6. The *Nuisance Dog* declaration may be appealed in writing and with payment of any associated fee to the *City Manager* within ten (10) business days of receiving the notice pursuant to Section 46.1 of this Bylaw.

17. Declaration of Vicious Dog

- 17.1. If a *Peace Officer* believes on reasonable and probable grounds that a *Dog* has:
- 17.1.1. *Attacked* or *Bitten* any *Person* or *Dog*, *Wildlife*, *Livestock* or other domesticated household pets; or
 - 17.1.2. been previously determined to be a *Vicious Dog* or *Dangerous Dog* under the *Dangerous Dog Act*, R.S.A 2000 c D-3, or similar legislation from another Municipality, Province, or Country;
- the *Peace Officer* may seize and impound the dog and/or recommend to the *City Manager* that the *Dog* be declared *Vicious*.
- 17.2. If the *City Manager* has declared a *Dog* to be *Vicious*, written notification shall be provided to the *Dog's Owner* advising them:
- 17.2.1. that the *Dog* has been declared a *Vicious Dog*;
 - 17.2.2. of any conditions imposed regarding the keeping of the *Dog*, effective upon the *Owner's* receipt of the notice; and
 - 17.2.3. that if the *Vicious Dog* is not kept in accordance with Section 20 of this Bylaw, the *Owner* will be fined, or subject to enforcement action pursuant to this Bylaw.
- 17.3. The *City Manager* may order the *Owner* of a *Dog* alleged to be a *Vicious Dog* to surrender the *Dog* to a *Peace Officer* and the *Dog* shall be taken and held in a *Dog Shelter* at the *Owner's* cost pending the outcome of the hearing and any appeals.

- 17.4. The *City Manager* may allow the *Owner* to keep possession of a *Dog* alleged to be a *Vicious Dog*, pending the outcome of the hearing and any related appeals, with contain and control conditions, which in the opinion of the *City Manager*, ensures the safety of the public.

18. Right of Appeals

- 18.1. A *Person* who receives a *Vicious Dog* notice may file a written appeal with the *City Manager* to request that *Council* reconsider the declaration or imposing of conditions within ten (10) business days of receiving the declaration. The written appeal shall contain reasons why *Council* shall carry out a review and provide any information that is deemed necessary to help *Council* fulfil such a review. *Council* shall review the *Person's* written request within thirty (30) calendar days after the *City Manager* has received it.
- 18.2. Upon receipt of the written request for reconsideration by a *Person* the reconsideration will follow the below process:
- 18.2.1. The *City Manager* shall prepare and forward a report to both the *Person* and *Council*. The report will set out the reasons for the *City Manager's* decision and will attach the *Person's* written request for reconsideration;
- 18.2.2. Following the preparation of the report, the *City Manager* will set a date and time for the *Person* to appear before *Council* to be heard regarding the *City Manager's* decision and will inform the *Person* of the date and time of such appearance in writing;
- 18.2.3. Upon hearing the evidence, *Council* shall make an order declaring the *Dog* as a *Vicious Dog* if *Council* finds that the *Dog* has caused *Severe Injury* to a *Person*, whether on public or private property, or if the circumstances otherwise warrant declaring the *Dog* to be a *Vicious Dog*.
- 18.2.4. In addition to or as an alternative to an order under Section 18.2.3 upon hearing the evidence, *Council* can declare the *Dog* to be a *Vicious Dog* and order the *Dog* destroyed if in the opinion of *Council* the *Dog* is likely to cause serious damage or injury to *Persons*, property, or other *Dogs*, *Wildlife*, *Livestock*, or other domesticated household pets, taking into account the following factors:
- 18.2.4.1. whether the *Dog*, when unprovoked, has shown a tendency to pursue, chase, or approach in a menacing fashion any *Person* or *Persons* or other *Dogs*, *Wildlife*, *Livestock* or other domesticated household pets upon the street, *Sidewalk*, or on any public or private property;
- 18.2.4.2. whether the *Dog* has attempted to *Bite*, or has bitten any *Person* or *Dog*, *Wildlife*, *Livestock*, or other domesticated household pets;
- 18.2.4.3. whether the *Dog* has injured, *Attacked* or caused *Severe Injury* to any *Person* or *Dog*, *Wildlife*, *Livestock*, or other domesticated household pets;

- 18.2.4.4. the Aggression Scale Classification made by a *Peace Officer* pursuant to Section 19.1;
 - 18.2.4.5. the circumstances surrounding any previous *Biting, Attacking*, or injuring incidents; and
 - 18.2.4.6. whether the *Dog* has caused death to another *Dog, Wildlife, Livestock*, or other domesticated household pet.
- 18.2.5. After hearing the evidence, *Council* shall review the decision proposed by the *City Manager* and either confirm or set aside the declaration on terms *Council* sees fit.
- 18.2.6. *Council* will provide the *Person* written notice of their decision.
- 18.3. *Council's* decision under this part shall be considered final and binding.
- 18.4. During the review period and until the final disposition has been given, the *Dog Owner* shall ensure that the *Dog* subject to the *Vicious Dog* declaration is muzzled at all times when off the property of the *Owner*.
- 18.5. A *Vicious Dog* order pursuant to this Bylaw continues to apply if the *Vicious Dog* is sold, given, transferred to a new *Owner* and the new *Owner* must be made aware of the order.
- 18.6. The *Owner* of a *Vicious Dog* must immediately notify the *City Manager* upon relocating in the *City*. The *City Manager* may take cognizance of an order issued in another jurisdiction and direct that the order applies within the *City*.
- 18.7. The *Owner* of a *Dog* alleged to be a *Vicious Dog* shall comply with a surrender order made by the *City Manager*, or any contain and control conditions prescribed by the *City Manager* pursuant to this Bylaw.

19. Aggression Scale Classification

- 19.1. A *Peace Officer* investigating a complaint involving the threatening behaviour of a *Dog* shall classify the behaviour by means of reference to the Dr. Ian Dunbar's Aggression Scale, as set out in Schedule "C" of this Bylaw.

20. Vicious Dog Regulations

- 20.1. The *Owner* of a *Vicious Dog* shall within five (5) business days after the *Dog* has been declared a *Vicious Dog*:
- 20.1.1. have a *Licensed* veterinarian tattoo or implant an electronic identification microchip in or on the *Vicious Dog* which identifies the *Dog* with a unique identifier to the *Dog*;
 - 20.1.2. provide the information contained on the tattoo or in the microchip to the *City*; and
 - 20.1.3. have the *Vicious Dog* spayed or neutered if such procedure has not yet been carried out on the *Dog*.

- 20.2. The *Owner* of a *Vicious Dog* shall:
- 20.2.1. allow a *Peace Officer* to photograph the *Dog*, on demand;
 - 20.2.2. within two (2) business days notify the *City* should the *Vicious Dog* be sold, gifted, or transferred to another *Person* or die;
 - 20.2.3. with two (2) business days of moving into a new residence, provide the *City* with the *Owner's* new address;
 - 20.2.4. remain liable for the actions of the *Vicious Dog* until formal notification of sale, gift, or transfer is given to the *City*; and
 - 20.2.5. immediately advise the *Peace Officer* or *City Manager* that the *Dog* is *At Large* or has *Bitten* or *Attacked* any *Person, Dog, Animal, Wildlife, Livestock*, or other domesticated household pets.
- 20.3. With regards to the behaviour of a *Vicious Dog*, the *Owner* of a *Vicious Dog* shall:
- 20.3.1. ensure that such *Vicious Dog* does not engage in any threatening behaviours prohibited by this Bylaw;
 - 20.3.2. ensure that such *Vicious Dog* does not damage or destroy public or private property;
 - 20.3.3. ensure that such *Vicious Dog* is not *At Large*; and
 - 20.3.4. forthwith notify the *City* of the *Vicious Dog* being *At Large* in the event of escape.
- 20.4. The *Owner* of a *Vicious Dog* shall ensure that when such *Vicious Dog* is confined indoors on the property of the *Owner* such *Vicious Dog* is under the control of a *Person* eighteen (18) years of age or older.
- 20.5. The *Owner* of a *Vicious Dog* shall ensure that when such *Vicious Dog* is confined outdoors on the property of the *Owner* such *Vicious Dog* is:
- 20.5.1. securely *Muzzled* and under the control of a *Person* eighteen (18) years of age or older by means of a *Leash* not exceeding one (1) meter in length in a manner that prevents it from being in contravention of this Bylaw; or
 - 20.5.2. in a locked pen or other structure, constructed to prevent the escape of the *Vicious Dog*, and capable of preventing the entry of any *Person* not in control of the *Vicious Dog*. The locked pen or structure shall:
 - 20.5.2.1. have secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded in the ground to a minimum depth of thirty (30) centimetres;
 - 20.5.2.2. provide the *Vicious Dog* with shelter from the elements;
 - 20.5.2.3. be of the minimum dimensions of one and one-half (1.5) meters by three (3) meters and be a minimum one and one-half (1.5) meters in height; and

20.5.2.4. not be within one (1) meter of the property line or within five (5) meters of a neighbouring dwelling unit.

20.6. The *Owner* of a *Vicious Dog* shall always ensure that, when off the property of the *Owner*, such *Vicious Dog* is securely:

20.6.1. *Muzzled*;

20.6.2. harnessed or on a *Leash* with a length that shall not exceed one (1) meter and in a manner that prevents it from being in contravention of this Bylaw, as well as preventing damage to the public and private property; and

20.6.3. under the control of a competent *Person* eighteen (18) years of age or older.

20.7. The *Owner* of a *Vicious Dog* shall, within five (5) business days of the date of the order declaring the *Dog* to be a *Vicious Dog*, display a warning sign on their premises warning of the presence of the *Vicious Dog* in the form illustrated in Schedule "D" of this Bylaw, such sign shall:

20.7.1. be a minimum of 8" x 10" in size;

20.7.2. be placed at each entrance to the premises where the *Vicious Dog* is kept and, on the pen, or other structure in which the *Vicious Dog* is confined; and

20.7.3. be posted to be clearly visible and capable of being read from any adjacent boulevard, sidewalk, or *Highway*.

20.8. A *Person* must not deface or remove a sign that is required to be displayed under Section 20.7.

20.9. The *Owner* of a *Vicious Dog* shall, within ten (10) business days of the date of the order:

20.9.1. obtain and maintain in force a policy of liability insurance in a form satisfactory to the *City Manager* providing third party liability coverage in a minimum amount of one million (\$1,000,000) dollars for injuries caused by the *Vicious Dog*; and

20.9.2. the liability policy shall contain a provision requiring the insurer to immediately notify the *City*, in writing, should the policy expire or be cancelled or terminated; and

20.9.3. upon cancellation, expiry, or termination of the liability policy, the *Dog's Licence* is null and void.

20.10. If the *Owner* of a *Vicious Dog* is unwilling or unable to comply with the requirements of this Section, the *Dog* may be seized and impounded for ten (10) business days, after which time the *Vicious Dog* may be euthanized in a manner approved by a licenced veterinarian.

20.11. In addition to the remedies set forth in this Bylaw, if the *City Manager* or *Peace Officer* determines that a *Vicious Dog* is not being kept in accordance with this Bylaw, they may make application for an order directing that such *Dog* be kept in accordance with this Bylaw by the *Owner*, seize the *Dog*, or that the *Dog* be euthanized.

21. Notice of Contain and Control

- 21.1. The *City Manager* may allow an *Owner* to keep possession of a *Dog* alleged to have been engaged in any threatening behaviour as set out in this Bylaw by serving notice with contain and control conditions which, in the opinion of the *City Manager*, ensures the safety of the public.
- 21.2. The contain and control conditions shall be reviewed annually by the *City Manager*, considering any further contraventions of this Bylaw, and may be continued, revised, or revoked.
- 21.3. The *Owner* of a *Dog* shall comply with contain and control conditions set out in a notice issued by the *City Manager* pursuant to this Bylaw.

22. Seizure and Disposition

- 22.1. A *Peace Officer* may seize, retain, and take to a *Dog Shelter* any *Dog*, *Nuisance Dog*, or *Vicious Dog*:
 - 22.1.1. which is found running *At Large*;
 - 22.1.2. which is alleged to have engaged in any threatening behaviours as set out in this Bylaw;
 - 22.1.3. pending the outcome of an application to declare the *Dog* to be a *Vicious Dog* or to destroy the *Dog*;
 - 22.1.4. which is required to be impounded pursuant to the provisions of any provincial or federal legislation; or
 - 22.1.5. which has been left unsupervised while tethered or tied on public property or private property not owned by the *Dog's Owner* or any other *Person* having care or control of a *Dog*.
- 22.2. A *Peace Officer* may seize and impound any *Dog* alleged to have seriously injured or killed a *Person*, *Dog*, *Wildlife*, *Livestock*, or other domesticated household pet.
 - 22.2.1. A *Dog* seized pursuant to Section 22.2 may not be impounded for more than twenty-one (21) calendar days unless *Court* proceedings for a destruction or other order with respect to the *Dog* are commenced within that time.
 - 22.2.2. Every *Dog* seized under this Bylaw shall as soon as practical, be taken to the prescribed *Dog Shelter*.
- 22.3. The *Owner* shall be responsible for all fees associated with the *Dog* being impounded.
- 22.4. A *Peace Officer*, may enter onto any property surrounding any building, whether or not such property is enclosed by a fence or other such enclosure and seize any *Dog* which has been observed running *At Large* or is alleged to have been exhibiting threatening behaviour as set out in this Bylaw and to take such reasonable measures necessary to subdue any such *Dog*, including the use of tranquilizer equipment and other capture devices, and take such *Dog* to a *Dog Shelter*.

- 22.5. Subject to the entry notice provisions of the *Municipal Government Act*, a *Designated Officer* of the *City*, bearing proper identification, may enter a premises to conduct an inspection in order to determine whether or not this Bylaw or an order issued pursuant to this Bylaw is being complied with and, where it is determined that this Bylaw or an order has been contravened, may, with or without the assistance of a *Peace Officer*, seize and remove from the premises a *Dog* and take the *Dog* to a *Dog Shelter*.
- 22.6. A *Person* who takes control of any *Dog* running *At Large*, *Nuisance Dog*, or *Vicious Dog*, shall forthwith notify a *Peace Officer* and provide any required information and surrender the *Dog* to a *Peace Officer* at the request of the *City Manager* or *Peace Officer*.

23. Obstruction and Interference

- 23.1. No *Person*, whether that *Person* is the *Owner* of a *Dog*, *Nuisance Dog*, or *Vicious Dog* which is being or has been pursued or seized shall:
- 23.1.1. interfere with or attempt to obstruct a *Peace Officer* who is attempting to seize or who has seized a *Dog* which is subject to seizure;
 - 23.1.2. open any vehicle in which the seized *Dog* has been placed; or
 - 23.1.3. remove, or attempt to remove, from the *Dog Shelter* and/or the possession of a *Peace Officer* the *Dog* which has been seized.
- 23.2. No *Person* shall:
- 23.2.1. untie, loosen, or otherwise free a *Dog* which has been tied or otherwise restrained;
 - 23.2.2. negligently or wilfully open a gate, door or other opening in a fence or enclosure in which a *Dog* has been confined and thereby allow the *Dog* to be *At Large* in the *City*;
 - 23.2.3. entice a *Dog* to run *At Large*;
 - 23.2.4. tease a *Dog* caught or confined in an enclosed space;
 - 23.2.5. throw or poke any object into an enclosed space when a *Dog* is caught or confined therein;
 - 23.2.6. provide false information to a *Peace Officer*; or
 - 23.2.7. obstruct or hinder a *Peace Officer* in the execution of their powers and duties pursuant to this Bylaw.
- 23.3. Section 23.2 shall not apply to a *Peace Officer* who is attempting to seize or who has seized a *Dog* which is subject to seizure pursuant to this Bylaw.

24. Notification to Owner

- 24.1. If a *Peace Officer* knows or can ascertain the name of the *Owner* of any seized *Dog*, they shall serve the *Owner* with a copy of the notice, either personally or by leaving it

with any adult *Person* at, or by mailing it to or by leaving it at, the last known address of the *Owner*.

- 24.2. An *Owner* of a *Dog* to whom a notice is mailed is deemed to have received a notice within seven (7) calendar days from the date it is mailed. A notice personally delivered to the *Owner* or any adult *Person* at the last known address of the *Owner* shall be deemed to be served on the day of service.

25. Dog Shelter

- 25.1. *Council* authorizes the establishment, maintenance, and operation of facilities for the impounding and seizure of *Dogs* at such place or places as it directs.
- 25.2. *Council* authorizes the *City Manager* to enter into an agreement to maintain, operate, and regulate the conduct of a *Dog Shelter*.
- 25.3. The *Dog Shelter* shall:
- 25.3.1. receive and impound any *Dog* seized under the provisions of this Bylaw;
 - 25.3.2. keep a record of such *Dog* on the form approved by the *City Manager*;
 - 25.3.3. ensure that a *Dog* that is impounded is provided with sufficient food and potable water to maintain the health and comfort of the *Dog*;
 - 25.3.4. ensure that no *Dog*, while impounded, is mistreated; and
 - 25.3.5. provide the services of a veterinarian, as soon as practical, for any *Dog* which appears to be ill or injured.
- 25.4. To ensure the protection of the facility and the health and welfare of *Dogs* or other *Animals* within the facility, the *Dog Shelter* may take the *Dog* to a registered veterinarian who may examine, vaccinate, and treat any *Dog* in the *Dog Shelter*.
- 25.5. A *Peace Officer* or *Dog Shelter* shall, if the *Dog* impounded is wearing a *Dog Tag* or has any other identification, make an effort to notify the *Owner* that the *Dog* has been impounded within twenty (24) hours. And give the *Owner* ten (10) business days to claim the *Dog* before disposing of the *Dog* in accordance with this Bylaw.
- 25.6. The *Dog Shelter* may establish procedures for the adoption of *Dogs* that have been kept in the timeframe in accordance with this Bylaw.

26. Reclaiming

- 26.1. The *Owner* of any seized *Dog*, *Nuisance Dog*, or *Vicious Dog* may reclaim the *Dog*, *Nuisance Dog*, or *Vicious Dog* by:
- 26.1.1. paying any fees of impoundment, any care, subsistence, or veterinary charges incurred as set out in the *City's Annual Fees and Charges Bylaw*;
 - 26.1.2. obtaining the *Licence* for such *Dog*, *Nuisance Dog*, and *Vicious Dog* where a *Licence* is required pursuant to this Bylaw;

- 26.1.3. complying with any provisions which may be imposed in accordance with this Bylaw.
- 26.2. Where a *Dog*, *Nuisance Dog* or *Vicious Dog* is claimed, the *Owner* shall provide proof of ownership.
- 26.3. No *Person* shall purchase an impounded *Dog* and thereafter return it to the previous *Owner*, unless they first report their intention to return the *Dog* to such *Owner* and provide the name and address of said *Owner* to the *City* or *Peace Officer*.

27. Disposition of Dogs

- 27.1. The *City Manager* may:
 - 27.1.1. receive *Dogs* into protective care at a *Dog Shelter* arising from an emergency due to fire, flood, or other reasons;
 - 27.1.2. retain a *Dog* temporarily at a *Dog Shelter*;
 - 27.1.3. charge the *Owner* any fees, costs of impoundment, any care, subsistence, or veterinary charges incurred as set out in the *City's Annual Fees and Charges Bylaw*;
 - 27.1.4. at the end of the protective care period, if no other arrangements are made between the *Owner* and the *City Manager* or *Peace Officer*, or the *Owner* cannot be ascertained, treat such *Dog* as a seized *Dog*; or
 - 27.1.5. offer for sale, euthanize, or otherwise dispose of all unclaimed *Dogs* which have been seized or deemed to be seized.
- 27.2. The *City Manager* shall not sell, euthanize, or otherwise dispose of a seized *Dog* until a *Dog* is retained at the *Dog Shelter* for:
 - 27.2.1. ten (10) business days after the *Owner* has received notice or is deemed to have received notice that the *Dog* has been seized; or
 - 27.2.2. three (3) business days, if the name and address of the *Owner* is not known.
- 27.3. The *City Manager* may retain a seized *Dog* for a longer period if in their opinion the circumstances warrant the expense or there are reasonable grounds to believe that the seized *Dog* is a continued danger to a *Person*, *Animal*, *Wildlife*, *Livestock*, or other domesticated household pets, or property.
- 27.4. No action for damages shall be taken against the *City* or any *Person* acting under the authority of this Bylaw in respect of the destruction, sale, or other disposal of any *Dog* seized pursuant to this Bylaw.
- 27.5. All fees, costs of impoundment, any care, subsistence, or veterinary charges shall be paid to the *City* or the *Dog Shelter* prior to release a *Dog* to an *Owner*.

28. Spay or Neuter

- 28.1. The *City Manager*, may, before selling an unclaimed seized *Dog*, require that the *Dog* be spayed or neutered.

29. Euthanizing Due to Injury

- 29.1. Any veterinarian, being properly and fully qualified as required by the Province of Alberta, may destroy any *Dog* delivered to the veterinarian after injury to the *Dog*, providing the injury is determined by the veterinarian to be serious enough in nature, based upon their professional opinion, that the *Dog* must be destroyed immediately and such costs of the destruction may be billed by the *City*, and the *City* is at liberty to take all steps considered necessary to recover such costs from the *Owner* of the *Dog*.

30. Fee for Euthanizing

- 30.1. When the *City Manager* decides to euthanize a seized *Dog* pursuant to this Bylaw, the *Owner* shall pay the costs of such euthanasia to the *City*.

31. Offence

- 31.1. Every *Owner* of a *Dog* or *Person* who contravenes any provision of this Bylaw by:
- 31.1.1. doing any act or thing which the *Person* is prohibited from doing; or
 - 31.1.2. failing to do any act or thing the *Person* is required to do,
- is guilty of an offence.

32. Violation Tag

- 32.1. If a *Violation Tag* is issued in respect of an offence the *Violation Tag* must specify the fine amount established by this Bylaw for the offence.
- 32.2. For any offence involving a *Motor Vehicle*, a *Violation Tag* may be placed and left on the *Motor Vehicle* itself.

33. Payment in Lieu of Prosecution

- 33.1. A *Person* who commits an offence may, if a *Violation Tag* is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence, and if the amount is paid on or before the required date, the *Person* will not be prosecuted for the offence.
- 33.2. A *Violation Tag* may also set out a reduced fine amount established by this Bylaw as an incentive for early payment conditional on the amount being paid on or before a certain date.
- 33.3. For the purpose of this Bylaw, if a payment for a *Violation Tag* is received by the *City* within seven (7) calendar days of the offence date, the fine amount of the offence as set out in Schedule "A" may be reduced by 50%.

34. Violation Tickets and Penalties

- 34.1. Where a *Peace Officer* believes that a *Person* has contravened any provision of this Bylaw, they may commence proceedings by issuing a *Violation Ticket* in accordance with *Provincial Offences Procedure Act*, RSA 2000, C P-34.

- 34.2. A *Peace Officer* may issue, by personal service, a *Violation Ticket*, in a form as approved by the *City*, to any *Person* alleged to have contravened any provision of this Bylaw.
- 34.3. The penalty in lieu of prosecution payable in respect of a contravention of this Bylaw, to be indicated on any such *Violation Ticket* issued, is the amount specified in “Schedule “A” of this Bylaw.
- 34.4. The specified penalties payable in respect of a contravention of a provision of this Bylaw is the amount shown on Schedule “A” of this Bylaw in respect of that provision. Notwithstanding Schedule “A” a contravention of a provision of this Bylaw will attract a minimum penalty of \$100 and a maximum penalty of \$10,000.

35. Nuisance Dog Fines

- 35.1. If a *Dog* has been declared to be a *Nuisance Dog*, and where, subsequent to the declaration, any *Owner* who is in a contravention of any provision of this Bylaw in respect of that *Dog*, the specified penalty payable in respect of the offence is double that amount shown in Schedule “A” of this Bylaw in respect of that provision.

36. Vicious Dog Fines

- 36.1. Sections 33.3, 34.3, 34.4 and 35.1 of this Bylaw do not apply to *Vicious Dogs*.
- 36.2. The specified and the minimum penalties on summary conviction in respect of a contravention of this Bylaw with respect to *Vicious Dogs* shall be the amount as show in Schedule “B” of this Bylaw regarding *Vicious Dogs*. Notwithstanding Schedule “B”, a contravention of this Bylaw relating to a *Vicious Dog* will attract a minimum penalty of \$500 and a maximum penalty of \$10,000.

37. Escalating Penalties for Repeated Offences

- 37.1. Notwithstanding Sections 34.3, 34.4, 35.1 and 36.2 of this Bylaw:
- 37.1.1. where any *Person* has been in contravention of the same provision of this Bylaw twice within one (1) twelve (12) month period, the specified or minimum penalty payable in respect of the second offence is double the amount shown in Schedule “B” of this Bylaw in respect of that provision; and
- 37.1.2. where any *Person* has been in contravention of the same provision of this Bylaw three (3) or more times within one (1) twelve (12) month period, the specified or minimum penalty payable in respect of the third or subsequent offence is triple the amount shown in Schedule “B” of this Bylaw in respect of that provision.

38. Continuing Offences

- 38.1. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues.

39. Mandatory Court or Information

- 39.1. No provision of this Bylaw shall prevent any *Peace Officer* from issuing a *Violation Ticket* requiring the *Court* appearance of the defendant, pursuant to the provisions of Part 2 of the *Provincial Offences Procedure Act*, or from laying an information instead of issuing a *Violation Ticket*.

40. Liability for Fees

- 40.1. The levying and payment of any fine or the imprisonment for any period provided in this Bylaw shall not relieve a *Person* from the necessity of paying any fees, charges, or costs from which they are liable under the provisions of this Bylaw.

41. Orders by a Justice

- 41.1. A *Justice*, after convicting an *Owner* of an offence under this Bylaw, in addition to the penalties provided in this Bylaw, if the *Justice* considers the offence sufficiently serious, may direct, order, or declare one or more of the following:
- 41.1.1. that the *Owner* prevent the *Dog* from doing any mischief or causing the disturbance or nuisance complained of;
 - 41.1.2. that the *Owner* have the *Dog* removed from the *City*;
 - 41.1.3. that the *Dog* is a *Vicious Dog*;
 - 41.1.4. that the *Dog* be humanely destroyed;
 - 41.1.5. that the *Owner* be prohibited from owning any *Dog* for a specified period of time; and/or
 - 41.1.6. make such other order, direction, or declaration that in the opinion of the *Justice* is necessary to protect the public, *Animals*, *Wildlife*, *Livestock*, or other domesticated household pets from the *Dog*.
- 41.2. When a *Justice* considers making a direction, order or declaration pursuant to this Section, the *Justice* shall consider the factors set out in Sections 1.1 through 18.9 of this Bylaw.

42. Authorization

- 42.1. A *Person* to whom an authorization has been issued pursuant to this Bylaw, and any *Person* carrying out an activity otherwise regulated, restricted or prohibited by this Bylaw pursuant to such authorization, shall comply with any terms or conditions forming part of the authorization.
- 42.2. A *Person* shall not make any false or misleading statement or provide any false or misleading information to obtain an authorization pursuant to this Bylaw.
- 42.3. If any term or condition of an authorization issued pursuant to this Bylaw is contravened or if a false or misleading statement or false or misleading information was provided to obtain the authorization, the *City Manager* may immediately cancel the authorization.

43. Proof of Authorization

- 43.1. The onus of proving an authorization has been issued in relation to any activity otherwise regulated, restricted or prohibited by this Bylaw is on the *Person* alleging the existence of such an authorization on a balance of probabilities.

44. Proof of Licence

- 44.1. The onus of proving a *Person* has a valid and subsisting *Licence* is on the *Person* alleging the existence of the *Licence*.
- 44.2. The onus of proving the age of a *Dog* is on the *Person* alleging the age.

45. Certified Copy of Records

- 45.1. A copy of the record of the *City*, certified by the *City Manager* for the same as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the *Person* signing it.

46. Review

- 46.1. An *Owner* may submit a written request to the *City Manager* within fourteen (14) business days of the date of the written notice was received to request that *Council* reconsider the *City Manager's* decision regarding:
 - 46.1.1. any *Licence* or *Permit* issued under this Bylaw which has been revoked or cancelled; or
 - 46.1.2. the *Dog* being determined to be a *Nuisance Dog*.
- 46.2. The written request by the *Owner* shall contain reasons why *Council* should carry out a review and provide any information that is deemed necessary to help *Council* fulfil such review. *Council* shall review the *Owner's* written request within thirty (30) calendar days after the *City Manager* has received it.
- 46.3. Upon receipt of the *Owner's* written request for reconsideration, the following process shall apply:
 - 46.3.1. The *City Manager* shall prepare and forward a report to both the *Owner* and *Council*. The report will outline the reasons for the *City Manager's* decision and will include the *Owner's* written request for reconsideration.
 - 46.3.2. Following receipt of the *City Manager's* report, *City Manager* shall schedule a date and time for the *Owner* to appear before *Council* to present their case and shall provide written notice of the scheduled appearance to the *Owner*.
 - 46.3.3. After hearing from the *Owner* and reviewing the *City Manager's* report, *Council* shall confirm, modify, or overturn the *City Manager's* decision on terms *Council* deems appropriate.
 - 46.3.4. *Council* shall provide the *Owner* with written notice of its decision following the review.

46.4. Council's decision under this section shall be considered final and binding.

47. Powers of the City Manager

47.1. Without restricting any other power, duty or function granted by this Bylaw the *City Manager* may:

- 47.1.1. carry out any inspections to determine compliance with this Bylaw;
- 47.1.2. take any steps or carry out any actions required to enforce this Bylaw;
- 47.1.3. take any steps or carry out any actions required to remedy a contravention of this Bylaw;
- 47.1.4. establish areas where activities restricted by this Bylaw are permitted;
- 47.1.5. establish forms for the purposes of this Bylaw;
- 47.1.6. issue permits with such terms and conditions as are deemed appropriate;
- 47.1.7. establish the criteria to be met for a permit pursuant to this Bylaw; and
- 47.1.8. delegate any powers, duties or functions under this Bylaw to an employee of the *City*.

48. Severability

48.1. Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a *Court*, all other provisions of this Bylaw will remain valid and enforceable.

49. Repeal

49.1. Bylaw 3257-23 and any amendments are hereby repealed upon passage of Bylaw 3371-25.

50. Effective Date

50.1. This Bylaw shall come into force upon third and final reading.

READ a FIRST time in COUNCIL this 26th day of May, A.D. 2025.

READ a SECOND time in COUNCIL this 26th day of May, A.D. 2025.

READ a THIRD time in COUNCIL this 26th day of May, A.D. 2025.

Original Signed by Mayor Stasko

Original Signed by B. Hillson

MAYOR

GENERAL MANAGER, CORPORATE SERVICES

**SCHEDULE “A”
OFFENCE PENALTIES**

Section	Offence	Specified Penalty
4.1.1	Having more than three (3) <i>Dogs</i> in a residence	\$250.00
4.2	Failure to renew Over Limit Permit	\$250.00
5.1	Unlicenced <i>Dog</i>	\$250.00
5.2	Unlicensed <i>Nuisance Dog</i>	\$500.00
6.1.3	Failure to wear a tag	\$100.00
6.1.4	Failure to notify of change to <i>Licence</i> information	\$150.00
6.4	Give false information when applying for <i>Licence</i>	\$500.00
9.1	<i>Dog Running At Large</i>	\$250.00
9.3.1	<i>Dog</i> not under control in an <i>Off Leash Area</i>	\$250.00
9.3.2	More than four (4) <i>Dogs</i> in <i>Off Leash Area</i>	\$250.00
9.3.3	Not physically capable of controlling and restraining all <i>Dogs</i> in custody	\$250.00
9.3.4	Failure to carry <i>Leash</i> in <i>Off Leash Area</i>	\$150.00
9.4	Allow <i>Dog In Heat/Communicable Disease</i> in <i>Off Leash Area</i>	\$250.00
9.4	Allow <i>Guard Dog</i> in <i>Off Leash Area</i>	\$500.00
9.6	Failure to restrain/remove <i>Dog</i> from <i>Off Leash Area</i>	\$250.00
9.8	<i>Dog</i> in Prohibited Area	\$250.00
9.10	<i>Dog</i> left unattended in Vehicle improperly	\$150.00
9.11	<i>Dog</i> left unattended in Vehicle when weather conditions not suitable	\$500.00
10.1	<i>Dog</i> outside cab of Vehicle	\$500.00
11.3	Allow <i>Dog In Heat</i> to be source of attraction/not confined properly	\$150.00
12.1.4	Failure to report suspected case of <i>Communicable Disease</i>	\$500.00
13.1	Failure to remove <i>Dog</i> faeces	\$300.00
13.2	No suitable means to remove faeces	\$100.00
13.3	Allow defecation to accumulate to extent to annoy or pose health risk	\$500.00

14.1	<i>Dog</i> disturbing the peace	\$300.00
15.1.1	Chase <i>Dog, Wildlife, Livestock</i> , or other domesticated household pet	\$300.00
15.1.2	Chase bicycles or vehicles	\$200.00
15.1.3	Chase or threaten a <i>Person</i>	\$500.00
15.1.4	Bite, <i>Attack</i> or cause damage to property <i>Dog, Wildlife, Livestock</i> , or other domesticated household pet	\$750.00
15.1.5	Cause <i>Severe Injury</i> to <i>Dog, Wildlife, Livestock</i> , or other domesticated household or pet	\$1,500.00
15.1.6	Cause death to <i>Dog, Animal, Wildlife, Livestock</i> , or other domesticated household or pet	\$2,000.00
15.1.7	<i>Dog Bites a Person</i>	\$1,000.00
15.1.7	<i>Dog Attacks a Person</i>	\$2,000.00
15.2	Direct <i>Dog</i> to <i>Attack</i> , chase, harass, threaten a <i>Person, Dog, Wildlife, Livestock</i> , or other domesticated household pet	\$1,000.00
16.5	Failure to obey <i>Nuisance Dog</i> conditions	\$750.00
17.3	Failure to surrender <i>Dog</i>	\$1,000.00
23.1.1	Obstruct or interfere with <i>Peace Officer</i> seizure	\$1,000.00
23.1.2	Open <i>Vehicle</i> in which seized <i>Dog(s)</i> has been placed	\$500.00
23.1.3	Remove or attempt to remove seized <i>Dog</i>	\$500.00
23.2.1	Untie/loosen/or free restrained <i>Dog</i>	\$500.00
23.2.2	Open gate/door/or opening allowing <i>Dog</i> to Run at Large	\$500.00
23.2.3	Entice <i>Dog</i> to Run at Large	\$500.00
23.2.4	Tease <i>Dog</i> in an enclosure	\$500.00
23.5.6	Provide false information to a <i>Peace Officer</i>	\$500.00
23.2.7	Obstruct <i>Peace Officer</i>	\$1,000.00

SCHEDULE “B”

VICIOUS DOG OFFENCE PENALTIES

Section	Offence	Specified Penalty
5.3	<i>Vicious Dog</i> not licensed	\$750.00
9.3	<i>Vicious Dog</i> in <i>Off Leash Area</i>	\$1,500.00
20.1.1	Failure to tattoo or implant <i>Vicious Dog</i> with microchip	\$500.00
20.1.2	Failure to provide tattoo or microchip information	\$500.00
20.1.3	Failure to have <i>Vicious Dog</i> spayed or neutered	\$500.00
20.2.2	Failure to notify of sale, gift, transfer, or death of <i>Vicious Dog</i>	\$500.00
20.3.1	<i>Vicious Dog</i> conduct any threatening behaviour	\$3,000.00
20.3.2	<i>Vicious Dog</i> destroy or damage property	\$1,500.000
20.3.3	<i>Vicious Dog</i> Running At Large	\$2,000.00
20.3.4	Failure to notify of <i>Vicious Dog</i> Running At Large	\$750.00
20.4	Failure to keep <i>Vicious Dog</i> confined indoors and under control of a <i>Person</i> eighteen (18) years of age or older on property	\$1,500.00
20.5.1	Failure to keep <i>Vicious Dog</i> Muzzled on property	\$1,500.00
20.5.2	Improper pen or structure for <i>Vicious Dog</i> on property	\$1,500.00
20.6.1	Failure to keep <i>Vicious Dog</i> Muzzled	\$1,500.00
20.6.2	Harness/Leash exceed 1 meter	\$1,500.00
20.6.3	<i>Vicious Dog</i> not under control of a <i>Person</i> eighteen (18) years of age or older	\$1,500.00
20.7	Failure to post <i>Vicious Dog</i> sign	\$1,500.00
20.7.4	Deface/Remove <i>Vicious Dog</i> sign	\$750.00

SCHEDULE "C"

DR. IAN DUNBAR'S AGGRESSION SCALE

LEVEL 1	<i>Dog</i> growls, lunges, snarls – no teeth touch skin. Mostly intimidation and/or threatening behaviour.
LEVEL 2	Teeth touch skin but no puncture. May have red mark and/or minor bruise from <i>Dog's</i> head or snout, may have minor scratches from paws and/or nails. Minor surface abrasions or lacerations
LEVEL 3	Punctures one (1) to three (3) holes, single <i>Bite</i> . No tearing or slashes. Victim not shaken side to side. Bruising.
	Multiple Level 3 <i>Bites</i> .
LEVEL 4	Two (2) to four (4) holes from a single <i>Bite</i> , typically contact and/or punctures from more than canines, considerable bruising. Black bruising, tears and/or slashing wounds. <i>Dog</i> clamped down and held and/or shook head from side to side.
LEVEL 5	Multiple <i>Bites</i> at Level 4 or above. A concerted, repeated <i>Attack</i> causing <i>Severe Injury</i> .
LEVEL 6	Any <i>Bite</i> resulting in death of an <i>Animal</i>

This scale was developed by Dr. Ian Dunbar PhD. B VetMed, MRCVS, of Berkeley California. From his studies Dr. Dunbar has been able to separate and classify *Bites* into a generalized six level assessment protocol. This Scale is used as a standard throughout the world in canine aggression investigations and behavior assessment.

SCHEDULE "D"
VICIOUS DOG SIGN

