

BYLAW NUMBER 220-26

BEING A BYLAW TO REGULATE AND CONTROL, AND IMPOUND DOGS IN THE SUMMER VILLAGE OF WHITE SANDS.

WHEREAS THE MUNICIPAL GOVERNMENT ACT, RSA 2000, c. M-26 , AS AMENDED, AUTHORIZES COUNCIL TO PASS BYLAWS RESPECTING WILD AND DOMESTIC ANIMALS, AND ACTIVITIES IN RELATION TO THEM.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE SUMMER VILLAGE OF WHITE SANDS, IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:

1. Title

- 1.1. THIS BYLAW MAY BE CITED AS THE “DOG BYLAW.”

DEFINITIONS

2. Definitions

- 2.1. “ALTERED” means spayed or neutered.
- 2.2. “AGGRESSIVE DOG” means a Dog that, without provocation:
- (a) has exhibited Threatening Behavior on two (2) or more occasions;
 - (b) has bitten, attacked, or caused Minor Injury to a person or domestic animal; or
 - (c) has been declared an Aggressive Dog pursuant to this Bylaw.
- 2.3. “CONTRACTOR” means a Person or agency under contract with the Village to maintain and administer a pound facility or animal shelter for Dogs.
- 2.4. “DANGEROUS DOG” means a Dog that:
- (a) has caused Severe Injury or death to a person or domestic animal;
 - (b) has previously been declared an Aggressive Dog and continues to pose a risk to public safety; or
 - (c) has been declared a Dangerous Dog by a Court pursuant to this Bylaw.
- 2.5. “DOG” means any domesticated dog.
- 2.6. “EFFECTIVE CONTROL” means that a dog:
- a) Remains within sight of the owner or person having possession;
 - b) responds immediately to verbal or visual commands; and
 - c) does not approach, chase, or interfere with any person, domestic animal, bicycle, or motorized vehicle without consent.
- 2.7. “IDENTIFICATION TAG” means a durable tag, plate, or similar item provided by the Owner, securely affixed to a Dog’s collar, that clearly displays the Owner’s name and current contact information.
- 2.8. “MINOR INJURY” means any physical injury to a domestic animal or a person, caused by a Dog resulting in bleeding, bruising, puncturing, tearing of skin or any other injury that is not life threatening, disfiguring or debilitating.
- 2.9. “MUNICIPAL TICKET” means a ticket issued on behalf of the Village, in a form prescribed by the Chief Administrative Officer that allows for voluntary payment to the Village of a fine amount established by this Bylaw within a set time period, in lieu of prosecution for the offence.
- 2.10. “OWNER” means:
- a) a Person who has the care, charge, custody, Possession, or control of a Dog, excluding any person who has found a Dog and has taken control of it for the purposes of locating its Owner and/or turning it over to a pound facility, animal shelter or Peace Officer;
 - b) a Person who owns or claims a proprietary interest in a Dog;
 - c) a Person who harbors, suffers, or permits a Dog to remain temporarily or permanently, on any property of the Owner, or under that Person’s control;
 - d) a Person who claims and receives a Dog from the custody of a pound facility, animal shelter or Peace Officer; and
 - e) For the purposes of this Bylaw, a Dog can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.
- 2.11. “PEACE OFFICER” means a Bylaw Enforcement Officer appointed by the Village to enforce the Village Bylaws and includes a member of the Royal Canadian Mounted Police, a Community Peace Officer and a Special Constable.

- 2.12. "PERMITTED LEASH" means a leash that is less than two (2) meters in length and made of a material capable of restraining the Dog on which it is being used.
- 2.13. "PERSON" includes a partnership, association or corporation.
- 2.14. "POSSESSION" means:
- a) exercising physical control over a Dog;
 - b) having been given physical or effective control of a Dog by its Owner for the purpose of controlling the Dog for a specific period of time;
 - c) where one or more Persons, with the knowledge and consent of the other, has physical or effective control of a Dog, it may be deemed to be in the control of all of such persons.
- 2.15. "PUBLIC PLACE" means any place, including privately owned or leased property, to which the public reasonable has or is permitted to have access.
- 2.16. "RUNNING AT LARGE" means a Dog that is off the Owner's property and:
- a) is not being carried by a person; or
 - b) is not on a permitted leash held by a person able to control the dog or otherwise under the immediate and effective control of a Person who is present and capable of restraining the dog.
- Notwithstanding subsections (a) and (b), a dog shall not be considered running at large where the dog is under the immediate and effective control of a person who is present and capable of restraining the dog, and dog does not exhibit threatening behavior.
- 2.17. "SECURE ENCLOSURE" means a locked pen, kennel, structure, or fenced area that:
- (a) prevents the Dog from escaping;
 - (b) prevents the entry of children or other animals; and
 - (c) is constructed of sufficient strength and height to restrain the Dog.
- 2.18. "SEVERE INJURY" means any physical injury to a domestic animal or a person caused by a Dog resulting in broken bones, lacerations requiring sutures, cosmetic surgery or is life threatening, disfiguring or debilitating.
- 2.19. "VILLAGE" means the Corporation of the Summer Village of White Sands or the area contained within the corporate boundaries of the Village, as the context requires.
- 2.20. "THREATENING BEHAVIOR" means behavior that creates a reasonable apprehension of a threat and may include barking, growling, lunging, snarling or chasing in a menacing fashion.
- 2.21. "VIOLATION TICKET" means a ticket issued pursuant to the Provincial Offences Procedure Act, RSA 2000, c. P-34, as amended, and any regulations thereunder.

OFFENCES

3. General Offences

- 3.1. The Owner of a Dog is guilty of an offence if:
- (a) he or she fails to ensure that a Dog wears a collar to which an identification tag is securely affixed, and that the Dog always wears the collar and identification tag when the Dog is off the Owner's property;
 - (b) such Dog is Running at Large;
 - (c) such Dog is in heat and is not confined and housed in the Owner's residence or in a licensed kennel during the whole of the heat period except for the purpose of defecating on the property of the Owner;
 - (d) such Dog defecates on any property that is not the Owner's property and the Owner fails to immediately remove such defecation. This provision shall not apply to a registered guide Dog while it is assisting a blind person.
 - (e) he or she allows any fecal matter to remain or accumulate on their property such that it causes odor, unsightliness, or has a detrimental impact on the use or enjoyment of adjacent properties;
 - (f) he or she exercises such Dog while driving or riding in a motorized vehicle;
 - (g) he or she allows such Dog to be outside the passenger cab of a vehicle, whether the vehicle is parked or moving, without ensuring the Dog is secured:

- (i) in a topper enclosing the bed of the truck;
- (ii) in a ventilated kennel or similar device fastened securely to the vehicle, including the bed of a truck;
- (iii) by tether in such a manner that the Dog:
 - (A) is not standing on bare metal;
 - (B) cannot jump, or be thrown, from the vehicle;
 - (C) is not in danger of strangulation; and
 - (D) cannot reach beyond the outside edges of the box of the truck.
- (h) such Dog barks, howls or creates any other noise so as to unreasonably annoy or disturb a person;
- (i) he or she leaves such Dog unattended in any Public Place;
- (j) such Dog destroys or damages any property that is not the Owner's property;

4. Threatening Behavior Offences

4.1. The Owner of a Dog is guilty of an offence if, whether on or off the Owner's property, if such Dog:

- (a) exhibits Threatening Behavior toward another domestic animal, a bicycle or motorized vehicle that is being operated; or
- (b) exhibits Threatening Behavior toward a person.

4.2. Subsections (a) and (b) do not apply to Threatening Behavior by a Dog that is confined within a building or a securely fenced area from which the Dog cannot escape and which does not allow the Dog to access outside the confines of the fence.

5. Injury Offences

5.1. The Owner of a Dog is guilty of an offence if such Dog:

- (a) bites, attacks or causes Minor Injury to another domestic animal; or
- (b) bites, attacks or causes Minor Injury to a person.

5.2. The Owner of a Dog is guilty of an offence if such Dog:

- (a) causes Severe Injury to another domestic animal; or
- (b) causes Severe Injury to a person.

5.3. The Owner of a Dog is guilty of an offence if such Dog:

- (a) causes death to another domestic animal; or
- (b) causes death to a person.

6. AGGRESSIVE AND DANGEROUS DOG DECLARATIONS

6.1. A Bylaw or Peace Officer may submit a detailed report to the Summer Village Administration recommending the designation of a dog as Aggressive or Dangerous where the Officer has reasonable grounds to believe the Dog meets the definition of an Aggressive or Dangerous Dog.

6.1.1. The report shall be in the form specified from time to time and shall include the following information:

- a) the full names, addresses and telephone numbers of the following people:
 - i. the complainant;
 - ii. the Owner of the alleged Aggressive/Dangerous Dog; and
 - iii. any witnesses to the incident that prompted the report, investigation or Aggressive/Dangerous Dog allegation.
- b) A detailed description of the incident that prompted the report, investigation or Aggressive /Dangerous Dog allegation; and
- c) The severity of the incident, including whether Minor Injury or Severe Injury Occurred; and
- d) Any previous incidents of a similar or related nature involving the alleged Aggressive/Dangerous Dog.

6.1.2. After evaluating the report submitted by the Bylaw/Peace Officer, the Village administration may designate a Dog as an Aggressive Dog or Dangerous Dog if it

determines that the Dog has caused or likely to cause damage, injury or death to another domestic animal or a person.

- 6.1.3. An owner whose dog has been designated as an Aggressive Dog or a Dangerous Dog under this section may appeal the designation by submitting a written appeal to the Chief Administrative Officer within fourteen (14) days of receiving written notice of the designation.
- 6.1.4. The appeal shall be heard and determined by Council whose decision is final and binding.
- 6.1.5. On hearing an appeal, Council may confirm, vary, or rescind the designation and may impose any conditions authorized under this bylaw.
- 6.2. A Justice may, upon conviction of the Owner for an offence under this Bylaw, declare a Dog to be an Aggressive Dog or a Dangerous Dog.
- 6.3. Written notice of a declaration under this section shall be provided to the Owner and shall specify the obligations imposed under this Bylaw.

7. OWNER RESPONSIBILITIES – AGGRESSIVE DOGS

- 7.1. The Owner of an Aggressive Dog shall:
 - (a) keep the Dog on a Permitted Leash at all times when off the Owner's property;
 - (b) ensure the Dog is muzzled when in any Public Place;
 - (c) confine the Dog within a Secure Enclosure when on the Owner's property;
 - (d) post warning signage visible at all entrances to the property indicating the presence of an Aggressive Dog;
 - (e) immediately notify the Village if the Dog is sold, transferred, relocated, or deceased.
- 7.2. An Aggressive Dog shall not be left in the care or control of a person under eighteen (18) years of age.

8. OWNER RESPONSIBILITIES – DANGEROUS DOGS

- 8.1. The Owner of a Dangerous Dog shall comply with all requirements applicable to an Aggressive Dog and, in addition, shall:
 - (a) have and maintain liability insurance specifically covering any damages for personal injury caused by a Dangerous dog in an amount not less than One Million Dollars (\$1,000,000.00) and shall provide proof upon request;
 - (b) ensure the Dog is muzzled and restrained by a person capable of controlling the Dog at all times when outside the Secure Enclosure;
 - (c) not permit the Dog to be in any Public Place except for veterinary treatment or for compliance with this Bylaw.
 - (d) ensure the dog is microchipped for permanent identification.
 - (e) ensure the Dog undergoes Canine Behavioural training approved by the Village within six (6) months of the dog being deemed Dangerous and provide proof of such training to the Summer Village or Bylaw/Peace Officer.
- 8.2. An Owner shall provide written notification to the Village if the Dangerous Dog is sold, given away, transferred, relocated, or deceased.

9. Fail to Provide Information Offences

- 9.1. A person is guilty of an offence if he or she:
 - (a) provides false or misleading information to any Bylaw/Peace Officer;
 - (b) refuse to provide valid identification to a Peace Officer upon request while that Peace Officer is investigating any contravention of this Bylaw.

10. Release of Impounded Dogs

- 10.1. The Summer Village of White Sands shall arrange for a pound to be established for the keeping and impounding of Dogs and may do so by entering into an agreement with a Contractor. A Contractor or any such pound may make rules and regulations for the operation and management of the pound, provided they are not inconsistent with this Bylaw.
- 10.2. Seizure and impoundment
- 10.3. A Peace Officer may seize and impound:
 - (a) any Dog Running at Large;

- (b) any female Dog in heat not confined and housed;
- (c) any Dog that has caused or is alleged to have caused Minor Injury or Severe Injury;
- (d) any aggressive dog or dangerous dog kept in contravention of this bylaw.

11. Release and Disposition of Impounded Dogs

11.1. The Contractor shall keep all impounded Dogs for a minimum period of three (3) days, including the day of impoundment. Sundays and Statutory holidays shall not be included in calculating the three (3) day period. During this three (3) day period the owner may redeem the dog at any time, upon payment to the Contractor of:

- (a) any fees pursuant to the cost of impoundment and care while in the kennel facility which includes, but is not limited to, impound fees, vet care, procedures, and medications;
- (b) kennel fees as specified from time to time in the contract between the Village and the Contractor for each twenty four (24) hour period or portion thereof, that the Dog has been impounded.

11.2. Any owner attempting to claim an impounded Dog shall present government issued identification to the Contractor or the staff of the impound facility.

11.3. Where an impounded Dog has not been claimed from the Contractor within the time set forth in Section 11(1), the Contractor is deemed to be the Owner of the Dog.

11.4. The purchaser of a Dog from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it and the title of the former Owner of the Dog shall cease upon the purchase.

11.5. The Contractor or Peace Officer shall report any apparent illness, communicable disease, injury, or unhealthy condition of any Dog to a veterinarian and act upon his recommendation, after consulting with the Owner when and if possible. The Owner of the Dog shall be responsible for all resulting costs and charges.

12. Exemption for Police Service Dogs

12.1. This Bylaw does not apply to a RCMP Service Dog while it is in active service.

ENFORCEMENT AND PENALTIES

13. General Enforcement Provisions Applicable to All Dogs

13.1. A Peace Officer is authorized to enter onto private property, other than a dwelling house, at any reasonable time for the purposes of enforcing the provisions of this Bylaw.

13.2. No person shall:

- (a) interfere with or attempt to obstruct a Peace Officer who is attempting to capture or who has captured a Dog under this Bylaw;
- (b) interfere with or attempt to obstruct a Peace Officer who is investigating a potential contravention of this Bylaw;
- (c) unlock, unlatch or otherwise opens a vehicle or enclosure in which a Dog captured for impoundment has been placed, so as to allow or attempt to allow any Dog to escape;
- (d) remove or attempt to remove any Dog from the custody of a Bylaw/Peace Officer.

13.3. Except by the Owner or a Person acting with the Owner's lawful authority, No person shall:

- (a) untie, loosen, or otherwise free a Dog which has been tied or otherwise restrained;
- (b) open a gate, door, or other opening in a fence or enclosure in which a Dog has been confined so as to allow the Dog to leave the fenced area or enclosure;
- (c) throw or poke any object into an enclosed space where a Dog is confined.

Penalties

13.4. Any person who breaches any provision of this Bylaw is guilty of an offence and liable upon summary conviction to a penalty:

- a) in an amount as specified in Schedule "A" hereto; or
- b) for any offence for which there is no penalty specified, to a penalty of not less than \$500.00 and not more than \$10,000.00;
- c) and in default of payment of any penalty, to imprisonment for up to 6 months.

13.5. Any person who commits a second or subsequent offence under this Bylaw within twelve (12) months of committing a first offence under this Bylaw or former Bylaw 152-15 (as amended

from time to time), is liable to an increased penalty as set out in Schedule "A" herein and, in default of payment of any penalty, to imprisonment for up to six (6) months.

13.6. For an offence that is of a continuing nature, a contravention constitutes a separate offence in respect to each day or part of day on which it continues. Any person guilty of such an offence is liable to a penalty in an amount not less than that established by the Bylaw for each such day.

13.7. Where a Bylaw/Peace Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, he or she may issue and serve upon the person:

- (a) a Municipal Ticket allowing payment of the specified penalty as set out in Schedule "A" of this Bylaw to the Village, which payment will be accepted by the Village in lieu of prosecution for the offence; or
- (b) a Violation Ticket, allowing a voluntary payment of the specified penalty as set out in Schedule "A" of this Bylaw, or requiring a person to appear in court without the alternative of making a voluntary payment.

13.8. Nothing in this Bylaw shall prevent a Bylaw/Peace Officer from issuing a Violation Ticket for an offence if a person fails to pay the specified penalty on the face of a Municipal Ticket to the Village within the time specified on it.

14. ADDITIONAL ORDERS AND RISK MITIGATION

14.1. After convicting an Owner of an offence under this Bylaw, a Justice may order one or more of the following:

- a) the Dog be declared an Aggressive Dog or Dangerous Dog;
- b) the Owner comply with all requirements set out in this Bylaw;
- c) the Dog be permanently removed from the Village;
- d) the Dog be euthanized where public safety cannot be reasonably assured;
- e) the Owner be prohibited from owning, harboring, or having custody of a Dog for a specified period of time.

15. GENERAL PROVISIONS

15.1. A copy of a record of the Village, certified by the Chief Administrative Officer 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.

16. SEVERABILITY OF BYLAW PROVISIONS

16.1. Each separate provision of this Bylaw shall be deemed independent of all provisions, and if any provision of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

17. REPEAL

17.1. Bylaws No. 152-15 and any amendments thereto are hereby repealed.

17.2. The repeal of Bylaw No. 152-15 does not affect any offence committed, penalty incurred, or enforcement proceedings commenced under that bylaw prior to the coming into force of this bylaw.

Read a first time this 17 day of February, 2026.

Read a second time this 16 day of March, 2026.

Read a third time and passed this 16 day of March, 2026.

Original Signed

Original Signed

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"**PENALTIES**

	OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Section 3.1(a)	Fail to ensure Dog wears a collar	100	250	500
Section 3.1(b)	Dog running at large	100	250	500
Section 3.1(c)	Fail to confine a Dog in heat	100	250	500
Section 3.1(d)	Fail to remove Dog defecation	100	250	500
Section 3.1(e)	Allow accumulation of Dog Defecation on an owner's property	100	250	500
Section 3.1(f)	Exercise Dog while riding in a vehicle	100	250	500
Section 3.1(g)	Fail to secure Dog outside of cab of vehicle	100	250	500
Section 3.1(h)	Dog barks/howls so as to annoy/disturb a person	100	250	500
Section 3.1(i)	Leave Dog unattended in a public place	100	250	500
Section 3.1(j)	Dog destroys or damaged property not belonging to the Owner	250	500	750
Section 4.1(a)	Dog exhibits threatening behavior towards another domestic animal, bicycle or vehicle	250	500	750
Section 4.1(b)	Dog exhibits threatening behavior towards a person	250	500	750
Section 5.1(a)	Dog bites, attacks, or causes Minor Injury to another domestic animal	500	750	1,000
Section 5.1(b)	Dog bites, attacks, or causes Minor Injury to a person	500	750	1,000
Section 5.2(a)	Dog causing Severe injury to another domestic animal	750	1,500	2,500
Section 5.2(b)	Dog causing Severe Injury to a person	1,000	2,500	5,000
Section 5.3(a)	Dog causing death to another domestic animal	1,000	2,500	5,000
Section 5.3(b)	Dog causing death to a person	5,000	10,000	10,000
Section 7.1/7.2	Failure to comply with Owner responsibilities for an Aggressive Dog	500	750	1,000
Section 8.1/8.2	Failure to comply with Owner responsibilities for a Dangerous Dog	1,000	2,500	5,000
Section 9.1(a)	Provide false or misleading information to a Bylaw/Peace Officer	400	800	1,200
Section 9.1(b)	Refuse to provide identification to a Bylaw/Peace Officer	400	800	1,200
Section 13.2(a)	Interfere with or obstruct a Peace Officer attempting to capture a dog	400	800	1,200
Section 13.2(b)	Interfere with or obstruct a Bylaw/Peace Officer	400	800	1,200
Section 13.2(c)	Unlock or unlatch vehicle or enclosure to allow Dog to escape	400	800	1,200
Section 13.2(d)	Remove or attempt to remove a Dog from a Peace Officer	400	800	1,200
Section 13.3(a)	Untie, loosen or otherwise free a Dog	400	800	1,200
Section 13.3(b)	Open a gate, door, or open enclosure to allow dog to escape	400	800	1,200
Section 13.3(c)	Throw/poke any object into an enclosed space where a Dog is confined	400	800	1,200