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**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS AND LIVESTOCK.**

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**REVISED BYLAW 1359.26**

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, RSA 2000, c M-26 and amendments thereto, for the purpose of providing for the licensing, regulation and control of animals and livestock.

**WHEREAS**, pursuant to the *Municipal Government Act*, RSA 2000, c M-26 and amendments thereto, provides that a Council may pass a Bylaw for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, wild and domestic animals and activities in relation to them, and the regulation and licensing thereof;

**AND WHEREAS**, the Council of the Town of Blackfalds deems it advisable to pass a Bylaw for the licensing, regulation and control of animals and livestock within the Town of Blackfalds;

**NOW THEREFORE**, the Municipal Council of the Town of Blackfalds, duly assembled, hereby enacts:

**PART 1 – TITLE**

- 1.1 This Bylaw shall be cited as the “**Revised Animal Control Bylaw**”.
- 1.2 The following Schedules shall form part of this Bylaw:
  - 1.2.1 Schedule “A” - Licence Fees
  - 1.2.2 Schedule “B” - Guard Dog Signage
  - 1.2.3 Schedule “C” - Dangerous Dog Signage
  - 1.2.4 Schedule “D” - Specified Penalties
  - 1.2.5 Schedule “E” - Conditions and Procedures to Rent a Cat/Skunk Trap

**PART 2 – DEFINITIONS**

- 2.1 In this Bylaw:
  - (a) “**Altered**” means a Cat or Dog that is spayed or neutered.
  - (b) “**Animal Control Officer**” means a person employed under the contract between the Town and its Contractor to enforce the provisions of this Bylaw.
  - (c) “**Cat**” means a male or female of the feline family.
  - (d) “**Contractor**” means a person employed or under contract by the Town to enforce the provisions of this Bylaw and maintain and administer an impound facility for Cats and Dogs.
  - (e) “**Dangerous Dog**” means any Dog, of any age, that has been:
    - (i) declared as a Dangerous Dog in accordance with Part 5 of this Bylaw;
    - (ii) declared as a Dangerous Dog by a Justice according to Section 21.1 of this Bylaw; or
    - (iii) made the subject of an Order under the *Dangerous Dog Act*.
  - (f) “**Disabled Person**” means a person who has any degree of disability, except blindness or visual impairment, and is dependent on a Service Dog.
  - (g) “**Distress**” for the purpose of this Bylaw means a cat or dog that is:
    - (i) deprived of adequate shelter, ventilation, space, food, water or veterinary care or reasonable protection from excessive heat or cold;
    - (ii) injured, sick, in pain or suffering; or
    - (iii) abused or subjected to undue hardship, deprivation or neglect.
  - (h) “**Dog**” means a male or female of the canine family.

- (i) **“Exotic Animal”** means an animal not indigenous to Canada and not commonly kept as a household pet in Canada, whether or not such animal is a “Wild Animal”.
- (j) **“Guard Dog”** means a Dog that is trained and used for the prevention of unlawful entry of a business premise, in any commercial or industrial area.
- (k) **“Guide Dog”** means a Dog trained to assist a blind person and having the qualifications prescribed by the *Blind Persons’ Rights Act* and the regulations made thereunder.
- (l) **“Justice”** means as defined in the *Provincial Offences and Procedure Act*, RSA, 2000, c. P-34, and amendments thereto.
- (m) **“Leash”** means a restraint that is less than two meters in length and made of material capable of restraining the Cat or Dog on which it is being used.
- (n) **“Licence”** means a Licence issued by the Town to an Owner of a Cat, Dog, Guard Dog or Dangerous Dog upon payment of the required fee for each Cat, Dog, Guard Dog or Dangerous Dog they own, and which is assigned a number recorded by the Town.
- (o) **“Licence Inspector”** means a Community Peace Officer employed by the Town of Blackfalds and the Animal Control Contractor for the Town of Blackfalds.
- (p) **“Livestock”** includes, but is not limited to:
  - (i) a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat;
  - (ii) domestically reared or kept deer, reindeer, moose, elk or bison;
  - (iii) fur bearing animals, including fox, coyote, wolf, weasels, or mink;
  - (iv) animals of the bovine species;
  - (v) animals of the avian species, including non-licensed chickens, ducks, turkeys, geese, or pheasants;
  - (vi) bees; and
  - (vii) all other animals normally kept for agricultural purposes.
- (q) **“Minor Injury”** means any physical injury to a person or to a domestic animal caused by a Cat, Dog, Guard Dog or Dangerous Dog, that results in minor bruising, small puncture, scratch or mark of the skin, bleeding, or any other injury that is not life threatening, disfiguring or debilitating.
- (r) **“Municipal Ticket”** means a municipal ticket issued on behalf of the Town for a violation under this Bylaw.
- (s) **“Muzzle”** means a device of sufficient strength placed over a Cat, Dog or Dangerous Dog’s mouth to prevent it from biting.
- (t) **“Officer”** includes an Animal Control Officer, a Bylaw Enforcement Officer, a Peace Officer, a Special Constable and a member of the Royal Canadian Mounted Police.
- (u) **“Off Leash Area”** shall mean an area designated by the Town where a Dog is not required to be controlled by a leash.
- (v) **“Owner”** includes any person, partnership, association, or corporation:
  - (i) owning, possessing, having charge or control of, any Cat, Dog, Guard Dog, Dangerous Dog or any other animal, excluding any person who has found an animal and taken control of it for the purpose of locating its Owner or turning it over to the Town;
  - (ii) harbouring any Cat, Dog, Guard Dog, Dangerous Dog or any other animal;
  - (iii) In possession or control of the property where a Cat, Dog, Guard Dog or Dangerous Dog appears to reside, either temporarily or permanently; and
  - (iv) any person named as an owner on a Licence for a Cat, Dog, Guard Dog or Dangerous Dog that has been issued under this Bylaw.

For the purposes of this Bylaw, a Cat or Dog can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.

- (w) **“Park”** or **“Parkland”** means a use where public land is specifically designed or reserved for the public for active or passive recreation, or for educational, cultural, or aesthetic purposes, and includes natural areas and landscaped areas.
- (x) **“Pen”** means a structure capable of preventing the escape of an Aggressive Dog and preventing the entry of any person not in control of the Aggressive Dog.
- (y) **“Police Service Dog”** means any Dog that is used by a police service for law enforcement purposes.
- (z) **“Review Committee”** is a committee consisting of the Chief Administrative Officer, as well as the Director of Emergency Management & Protective Services, who will review the declaration of a Dangerous Dog.
- (aa) **“Running at Large”** means any Cat, Dog or Guard Dog off the premises of the Owner and not on a Leash held by a person who is able to control the Cat, Dog or Guard Dog.
- (bb) **“Service Dog”** means a Dog trained as a guide for an individual with visible or non-visible disabilities and having the qualifications prescribed by the Service Dogs Qualifications Regulations.
- (cc) **“Severe injury”** means any physical injury to a person, or to a domestic animal caused by a Cat, Dog, Guard Dog or Dangerous Dog, that results in significant bruising, a deep puncture, more than one puncture or laceration, a laceration requiring sutures or cosmetic surgery, broken bones or other injury which is severe in nature.
- (dd) **“Tag”** means a current metal, or other, tag issued by the Town to an Owner for each Cat, Dog, Guard Dog, or Dangerous Dog they own and a number recorded with the Owner’s name.
- (ee) **“Threatening Behaviour”** means behaviour that creates a reasonable apprehension or a threat of harm and may include barking, growling, lunging, snarling, charging or chasing.
- (ff) **“Town”** means the Town of Blackfalds.
- (gg) **“Unaltered”** means not spayed or neutered.
- (hh) **“Wild Animal”** means an animal that is not domestic and of a wild nature or disposition.

### **PART 3 – LICENSING PROVISIONS AND OFFENCES**

- 3.1 Every person who owns, keeps or harbours a Cat, Dog or Guard Dog that is three (3) months of age, within 30 days of becoming the Owner, must obtain a Licence for each such animal.
- 3.2 Upon the payment of the initial licensing fee for each Cat, Dog, or Guard Dog, the Owner will be provided with a Licence and a Tag.
- 3.3 A Licence will be valid until the end of the calendar year in which the Licence was purchased, at which time the Owner will be responsible to renew the Licence and pay the applicable fee set out in Schedule “A”.
- 3.4 Where a Licence is required and has been paid for by the tender of an uncertified cheque, the Licence is automatically revoked if the cheque is not accepted and cashed by the bank on which it was issued.
- 3.5 Whenever a Cat, Dog, Guard Dog, or Dangerous Dog is off the Owner’s property, the Tag shall be securely attached to a collar, which shall be worn by the Cat, Dog, Guard Dog, or Dangerous Dog, for which it is issued.
- 3.6 If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the fee set out in Schedule “A”.

- 3.7 Once a Licence or Tag is issued by the Town, it is not transferable to any other Cat or Dog, and no refund will be made for any issued Licence or Tag.
- 3.8 Every person who fails to purchase or renew a Licence for any Cat, Dog or Guard Dog they own, on or before the 31<sup>st</sup> day of January in any year, shall be guilty of an offence and subject to the penalties as provided for in Schedule "D" of this Bylaw.
- 3.9 A Licence shall be issued free of charge to any Owner of a Guide Dog, a Service Dog or a Police Service Dog.

#### **PART 4 - DANGEROUS DOG LICENSING**

- 4.1 The Owner of a Dangerous Dog shall apply for a Dangerous Dog Licence and Tag immediately upon becoming the Owner of a Dangerous Dog, or within the timeframe specified by the Licence Inspector, after the Dog has been declared a Dangerous Dog, whichever occurs first. A Dangerous Dog Licence must be renewed, and payment of the applicable fee (set out in Schedule "A") must be made prior to January 31 of each subsequent year.
- 4.2 A Dangerous Dog Licence and Tag shall be issued to the Owner of a Dangerous Dog provided that the Owner has:
  - (a) completed a Licence application in the form specified by the Town;
  - (b) paid the applicable fee set out in Schedule "A";
  - (c) supplied proof satisfactory to the Town that the Owner has a locked Pen or enclosure on the Owner's property that can prevent the entry of any person except the Owner.

#### **PART 5 - DANGEROUS DOG DECLARATION**

- 5.1 The Licence Inspector may declare a Dog to be a Dangerous Dog if the Licence Inspector has reasonable grounds after investigation to believe that the Dog:
  - (a) has a documented history of threatening, attacking, chasing or biting people or other animals;
  - (b) has inflicted a Severe Injury upon a person or another animal;
  - (c) has been the subject of an order or direction of a Justice pursuant to the *Dangerous Dogs Act*; or
  - (d) has caused, or is likely to cause, damage, injury or death to a person or another domestic animal.
- 5.2 Where the Licensing Inspector declares a Dog to be a Dangerous Dog, the Licensing Inspector shall:
  - (a) cause the Owner of the Dog to be served with a written notice that the Dog has been declared to be a Dangerous Dog;
  - (b) direct the Owner to keep the Dangerous Dog in accordance with the provisions of Section 7, and provide the Owner with a time limit for compliance with the provisions of Section 7.1 (a),(b) and (c); and
  - (c) Inform the Owner that, if the Dangerous Dog is not kept in accordance with the provisions of Section 7, the Owner may be fined and subject to enforcement action pursuant to this Bylaw.
- 5.3 A Dangerous Dog declaration continues to apply if the Dangerous Dog is sold, gifted or transferred.

**PART 6 – REVIEW OF DANGEROUS DOG DECLARATION**

- 6.1 When a Dog has been declared to be a Dangerous Dog, the Owner may, within fourteen (14) days after the date the written notice of the declaration is received, and upon payment of the fees set out in this Bylaw, request in writing that the declaration be reviewed by the Review Committee. The Review Committee is not obligated to conduct an oral hearing and may conduct the review based on written material provided by the Licensing Inspector and the Owner of the Dangerous Dog.
- 6.2 Upon conducting the review, the Review Committee may revoke or confirm the Dangerous Dog declaration.
- (a) The decision of the Review Committee shall be provided to the Owner in writing, with reasons, within fourteen (14) days of the Review Committee conducting the review and the Owner may be served with the decision personally or by email, if the Owner has provided their email address.

**PART 7 - REQUIREMENTS OF AN OWNER OF A DANGEROUS DOG**

- 7.1 Immediately upon becoming the Owner of a Dangerous Dog, or within the timeframe specified by the Licensing Inspector after a Dog has been declared a Dangerous Dog, whichever occurs first, an Owner of a Dangerous Dog shall:
- (a) apply for a Dangerous Dog Licence and follow the applicable provisions set out in Part 3 and Part 4, which includes paying the applicable fee for a Dangerous Dog Licence as set out in Schedule “A”;
- (b) post signs at all entrances to the property as set out in Schedule “C”;
- (c) provide proof of a policy of liability insurance in a form satisfactory to the Town, providing third party liability coverage in a minimum amount of one million (\$1,000,000.00) dollars for injuries caused by the Dangerous Dog and maintain such insurance until ceasing to be the Owner of the Dangerous Dog;
- (d) Muzzle and secure the Dangerous Dog with a restraining device held by a person over the age of 18 who is capable of controlling the Dangerous Dog whenever it is off the property of the Owner;
- (e) confine the Dangerous Dog within a secure enclosure if the Dangerous Dog is outdoors on the Owner’s property and not supervised by a person over the age of 18; and
- (f) immediately notify an Officer or the Town if the Dangerous Dog is off the Owner’s property without a Muzzle and without a restraining device held by a person.
- (g) if a Dangerous Dog owner seeks to remove the Dangerous Dog Declaration, they must provide a certified copy of training records satisfactory to the Review Committee and be subject to review by the Review Committee.
- 7.2 The Owner of a Dangerous Dog shall immediately notify the Town should the policy of liability insurance expire, be cancelled, or terminated and upon the occurrence of such an event, the Dangerous Dog Licence shall be null and void unless the Town receives written proof that a new insurance policy has been secured, meeting the requirements of Section 7.1(c) within fifteen (15) days of the expiry, cancellation, or termination of the original policy of liability insurance.

**PART 8 - GENERAL OFFENCES**

- 8.1 The Owner of a Cat or Dog is guilty of an offence if such Cat or Dog:
- (a) is Running at Large;
- (b) is on Park or Parkland where Cats or Dogs are prohibited by signs or where the Park or Parkland contains playground apparatus and/or sand, rubber, or other materials utilized as a play area, unless the Dog is a Guide Dog or a Service Dog;
- (c) destroys or damages any public or private property.

- 8.2 The Owner of a Cat is guilty of an offence if the Cat defecates or sprays on property other than the Owner's or the Cat stalks birds on property other than the Owner's.
- 8.3 The Owner of a female Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if the Owner does not keep such Cat, Dog or Dangerous Dog housed and confined during the whole period it is in heat.
- 8.4 The Owner of a Dog, Guard Dog or Dangerous Dog is guilty of an offence if such Dog barks or howls so as to disturb a person.
- 8.5 The Owner of a Cat or Dog, Guard Dog or Dangerous Dog is guilty of an offence if the Cat, Dog, Guard Dog or Dangerous Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.
- 8.6 Any person who owns or occupies a dwelling (as defined in the Land Use Bylaw), is guilty of an offence if he or she has more than three (3) Dogs on any land which contains a dwelling.
- 8.7 Any person who owns or occupies a dwelling (as defined in the Land Use Bylaw), is guilty of an offence if they have more than three (3) Cats on any land which contains a dwelling.
- 8.8 Sections 8.5 and 8.6 do not apply to a premises lawfully used for the care and treatment of animals operated by a Licenced veterinarian or a person in possession of a development permit to operate a Kennel or cattery as authorized by the Land Use Bylaw.
- 8.9 The Owner of a Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they allow the defecation of such animals to accumulate on private property to such an extent that it is likely to annoy people or constitute a nuisance due to odour or unsightliness.
- 8.10 A person is guilty of an offence if such person springs, or otherwise tampers with or damages, a live trap in which animals are to be trapped, or have been trapped, to allow any animal to escape from the trap.
- 8.11 Any Owner of a Cat or Dog who has a Cat or Dog in the Town for a period longer than 30 days in a calendar year is required to have a current Licence from the Town unless the Owner is visiting and the Cat or Dog is licensed in another municipality.
- 8.12 A person is guilty of an offence if they exercise a Cat, Dog, Guard Dog or Dangerous Dog while driving in a motor vehicle.
- 8.13 The Owner of a Dog is guilty of an offence if they fail to carry a Leash while with a Dog in an Off Leash Area.
- 8.14 The Owner of a Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they fail to ensure the Cat, Dog, Guard Dog or Dangerous Dog wears a collar and Tag when the Cat, Dog, Guard Dog or Dangerous Dog is off the Owner's property.
- 8.15 The Owner of a Dog is guilty of an offence if the Dog is in an Off Leash Area and exhibits threatening behaviour towards any other domestic animal or a person and the Owner fails to remove the Dog immediately from the Off Leash Area.
- 8.16 No person shall keep or harbour:
- (a) Any Exotic Animal, including a venomous snake, reptile, insect or spider;
  - (b) Any Wild Animal;
  - (c) Any Livestock, unless the property is zoned as an Agriculture District in the Land Use Bylaw and has been approved for such use by the Development Officer and/or Municipal Planning Commission.

**PART 9 - THREATEN, ATTACK OR BITE OFFENCES**

- 9.1 The Owner of a Cat, Dog or Guard Dog is guilty of an offence if such animal:
- (a) exhibits Threatening Behaviour towards a person or other domestic animal;
  - (b) bites, attacks or causes Minor Injury to a domestic animal;
  - (c) bites, attacks or causes Minor Injury to a person;
  - (d) bites, attacks or causes Severe Injury to a domestic animal;
  - (e) causes death to a domestic animal;
  - (f) bites, attacks or causes Severe Injury or death to a person.
- 9.2 The Owner of a Dangerous Dog is guilty of an offence if such Dangerous Dog:
- (a) exhibits Threatening Behaviour towards a person or other domestic animal;
  - (b) bites, attacks or causes Minor Injury to a domestic animal;
  - (c) bites, attacks or causes Minor Injury to a person;
  - (d) bites, attacks or causes Severe Injury to a domestic animal;
  - (e) causes death to a domestic animal;
  - (f) bites, attacks or causes Severe Injury or death to a person.

**PART 10 - OFFENCES APPLICABLE ONLY TO GUARD DOGS**

- 10.1 The Owner of a Guard Dog is guilty of an offence if:
- (a) Such Guard Dog is Running at Large;
  - (b) Such Guard Dog is outdoors on the Owner's property and is not confined in a securely enclosed fenced area, with the fence being at least six (6) feet in height, constructed to prevent the escape of the Guard Dog and capable of preventing the entry of unauthorized persons;
  - (c) The Owner fails to display signs as specified in Schedule "B" of this Bylaw on the perimeter of the fence, warning of the presence of a Guard Dog;
  - (d) The Owner harbours a Guard Dog in any area outside of a commercial or industrial district as identified in the Land Use Bylaw.

**PART 12 - OFFENCES APPLICABLE ONLY TO DANGEROUS DOGS**

- 12.1 The Owner of a Dangerous Dog is guilty of an offence if:
- (a) such Dangerous Dog is off the Owner's property and is not wearing a Muzzle and is not secured with a restraining device held by a person who is capable of controlling the Dangerous Dog;
  - (b) such Dangerous Dog is outdoors on the Owner's property and is not supervised by a person over the age of 18 or is not in a locked Pen or enclosure capable of preventing the entry of any person except the Owner;
  - (c) the Owner fails to display at each entrance to the Owner's property and on the locked Pen or structure in which the Dangerous Dog is confined, clear and visible signs, as specified in Schedule "C" of this Bylaw, warning of the presence of a Dangerous Dog on the Owner's property;
  - (d) such Dangerous Dog is in a designated Off Leash Area;
  - (e) the Owner fails to immediately notify the Town or an Officer if such Dangerous Dog has escaped from the Owner's property and is not muzzled or secured with a restraining device; and

- (f) the Owner fails to maintain liability insurance as required by Section 7.1(c).

**PART 13 - INTERFERENCE WITH AN OFFICER**

- 13.1 Any person, whether or not they are the Owner of an animal which is being, or has been, pursued and or captured, is guilty of an offence if such person:
- (a) interferes with, or attempts to obstruct, an Officer who is attempting to capture, or who has captured, any animal;
  - (b) unlocks or unlatches or otherwise opens the vehicle in which animals captured for impoundment have been placed, so as to allow, or attempt to allow, any animal to escape therefrom; or
  - (c) removes, or attempts to remove, any animal from the possession of an Officer.
- 13.2 Any person is guilty of an offence who:
- (a) refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request; or
  - (b) provides false or misleading information to an Officer.

**PART 14 - GUIDE DOGS AND SERVICE DOGS**

- 14.1 Guide Dogs and Service Dogs are allowed to accompany a visually impaired Person or a Disabled Person, as set out in the *Blind Persons' Rights Act* and the *Service Dogs Act*, in all public places if:
- (a) the Owner maintains control over the Dog through voice, signal, physical restraint, or other effective controls; and
  - (b) the Dog is being used as a working Dog.

**PART 15 - IMPOUNDING ANIMALS**

- 15.1 Any Officer or Contractor may seize and impound:
- (a) any Cat, Dog, Guard Dog or Dangerous Dog found Running at Large;
  - (b) any Cat, Dog, Guard Dog or Dangerous Dog not wearing a collar or Tag while off the premises of the Owner;
  - (c) any Cat or Dog found on Park or Parkland not under the direct control of the Owner;
  - (d) any female Cat, Dog, Guard Dog or Dangerous Dog in heat that is not confined or housed.
- 15.2 Upon receiving a Cat, Dog, Guard Dog or Dangerous Dog for impound, an Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the Cat, Dog, Guard Dog or Dangerous Dog.
- 15.3 An Officer may enter upon privately owned property, other than a dwelling house, for the purposes of enforcing provisions of this Bylaw.
- 15.4 An Animal Control Officer is hereby authorized to use live traps, nets or any other similar means to effect capture of Cats, Dogs, Guard Dogs or Dangerous Dogs. The Contractor shall not sell, euthanize or otherwise dispose of any impounded Cat, Dog, Guard Dog or Dangerous Dog until such Cat, Dog, Guard Dog or Dangerous Dog is retained by the Contractor's impound facility for 72 hours, not including the day of impounding, Sundays or statutory holidays. After the expiration of 72 hours, if the Owner has not claimed the impounded Cat, Dog, Guard Dog or Dangerous Dog, it becomes the property of the Contractor.
- 15.5 The Contractor may retain a Cat, Dog, Guard Dog or Dangerous Dog for a period longer than 72 hours if, in the opinion of the Contractor, the circumstances warrant the expense or the Contractor has reasonable grounds to believe that the Cat, Dog, Guard Dog or Dangerous Dog is a continued danger to persons, animals, or property.

- 15.6 Any healthy Cat, Dog, Guard Dog or Dangerous Dog may be returned to its Owner during the 72-hour period of impoundment upon payment to the Contractor the costs of impoundment and boarding (as specified in the contract between the Town and the Contractor). The Contractor may also collect the applicable Licence fee on behalf of the Town if the Cat, Dog, Guard Dog or Dangerous Dog is not licenced at the time of impoundment.
- 15.7 Any person claiming an impounded Cat, Dog, Guard Dog or Dangerous Dog must present government issued identification to the Contractor or its staff.
- 15.8 Where an impounded Cat, Dog, Guard Dog or Dangerous Dog has not been claimed by an Owner within seventy-two (72) hours of impoundment, the Contractor is deemed to be the Owner and is authorized to sell, euthanize, or otherwise dispose of any impounded Cat, Dog, Guard Dog or Dangerous Dog.

#### **PART 16 - FULL RIGHT AND TITLE**

- 16.1 The purchaser of a Cat, Dog, Guard Dog, or Dangerous Dog from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it, and the right and title of the person who owned the Cat, Dog, Guard Dog or Dangerous Dog at the time it was impounded shall cease upon the purchase of the Cat, Dog, Guard Dog or Dangerous Dog from the Contractor.

#### **PART 17 - CAT OR DOG IN DISTRESS**

- 17.1 No person shall in any way permit a Cat, Dog, Guard Dog or Dangerous Dog to be in distress by:
- (a) causing any unnecessary physical pain to it;
  - (b) neglecting to provide food, potable water, care or shelter as is necessary to maintain its good health;
  - (c) neglecting to provide necessary treatment for a Cat, Dog, Guard Dog, or Dangerous Dog, suffering from disease or injury;
  - (d) harassing or tormenting it.
- 17.2 If a Cat, Dog, Guard Dog, or Dangerous Dog is in distress, and:
- (a) The Owner does not forthwith take steps to relieve its distress; or
  - (b) The Owner cannot be found immediately and informed of its distress, an Officer may take any action they consider necessary to relieve the Cat, Dog, Guard Dog or Dangerous Dog's distress, including taking custody of it pursuant to the provisions of the *Animal Protection Act*.

#### **PART 18 - MUNICIPAL TICKETS AND VIOLATION TICKETS**

- 18.1 Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw:
- (a) They may serve the person with a Municipal Ticket allowing payment of the specified fine as set out in Schedule "D" of this Bylaw, which payment will be accepted by the Town, or the Contractor on behalf of the Town, in lieu of prosecution for the offence if paid within 21 days of the date of service: or
  - (b) They may issue and serve a violation ticket in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34 and amendments thereto, allowing a voluntary payment or requiring a person to appear in court, without the alternative of making a voluntary payment.
- 18.2 An Officer may, but is not required to, issue a Municipal Ticket before issuing a violation ticket under the *Provincial Offences Procedure Act*.

18.3 A Municipal Ticket shall be deemed to be sufficiently served if:

- (a) Served personally on the Owner of the Cat, Dog, Guard Dog or Dangerous Dog, or delivered to the Owner's residence; or
- (b) Mailed to the address of the Owner of the Cat, Dog, Guard Dog or Dangerous Dog.

18.4 Penalties for a second, third and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

#### **PART 19 - CONTINUING OFFENCES**

19.1 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, and any person guilty of such an offence is liable to a fine in the amount of not less than that established by this Bylaw for each such day.

#### **PART 20 - SUMMARY CONVICTION**

20.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to the specified penalty set out in Schedule "D" and in default of payment of any fine imposed, to imprisonment for not more than six (6) months. Any person who contravenes any provision of this Bylaw for which there is either no penalty, or "Court", specified in Schedule "D", is liable on summary conviction to a fine of not less than five hundred dollars (\$500) and not more than ten thousand dollars (\$10,000) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

#### **PART 21 - ADDITIONAL PENALTIES**

21.1 A Justice, after convicting an Owner of a Dog of an offence under this Bylaw, may, in addition to the fine specified under this Bylaw, order one or more of the following:

- (a) the Dog be declared a Dangerous Dog;
- (b) the Dog be euthanized;
- (c) the Owner be prohibited from owning any Dog for a specified period of time.

#### **PART 22 - EXEMPTION FOR POLICE SERVICE DOGS**

22.1 This Bylaw does not apply to a Police Service Dog while such Dog is in active service.

#### **PART 23 - PROOF OF LICENCE AND AGE OF ANIMAL**

23.1 In any prosecution or proceedings for a contravention of this Bylaw, the onus of proving all of the following is on the person alleging that:

- (a) a person has a valid and subsisting Licence for a Cat, Dog, Guard Dog, Service Dog or Dangerous Dog;
- (b) a Cat or Dog is under three (3) months of age;
- (c) the length of time a Cat, Dog or Dangerous Dog has been in the Town is less than 30 days in a calendar year.

#### **PART 24 - CERTIFIED RECORDS OF TOWN**

24.1 A copy of a record of the Town, certified by the Chief Administrative Officer or designate 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.

#### **PART 25 - SEVERABILITY**

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

**PART 26 - LICENCE FEES**

26.1 Refer to Schedule "A".

**PART 27 - SPECIFIED PENALTIES**

27.1 Refer to Schedule "D".

**PART 28 - CAT AND SKUNK TRAPS**

28.1 Refer to Schedule "E".

**PART 29 - REPEAL**

29.1 That Bylaw 1181/14 and 1287.23 and amendments thereto are hereby repealed upon this Bylaw coming into effect.

**PART 30 - DATE OF FORCE**

30.1 This Bylaw shall come into effect on the date of final passing thereof.

READ for the First time this 23<sup>rd</sup> day of June, 2026.

READ for the Second time this 23<sup>rd</sup> day of June, 2026.

READ for the Third time this 23<sup>rd</sup> day of June, 2026.

-Original Signed-

**MAYOR LAURA SVAB**

-Original Signed-

**ACTING CAO KEN MORRISON**

**SCHEDULE "A"**  
**LICENCE FEES**

	<b>AMOUNT</b>
1. Unaltered Cat or Dog	\$ 60.00
2. Altered Cat or Dog – Neutered Male or Spayed Female	\$ 45.00
3. If the Licence fee is paid prior to January 31 <sup>st</sup> of the year, the Licence fee will be reduced to:	
(a) Unaltered Cat or Dog	\$ 30.00
(b) Altered Cat or Dog – Neutered Male or Spayed Female	\$ 15.00
(c) Dangerous Dog	No fee reduction
(d) Guard Dog	No fee reduction
4. Unaltered Dangerous Dog	\$ 150.00
5. Altered Dangerous Dog – Neutered Male or Spayed Female	\$ 125.00
6. Unaltered Guard Dog	\$100.00
7. Altered Guard Dog - Neutered Male or Spayed Female	\$50.00
8. The Owner of any Cat, Dog, Dangerous Dog or Guard Dog must provide confirmation from a veterinarian that the Cat, Dog or Dangerous Dog has been spayed or neutered to obtain a Licence for an Altered Cat, Dog, Dangerous Dog or Guard Dog.	
9. Replacement Tag or lost Tag	\$ 6.00
10. If an Owner is a new resident to the Town or is a first time Cat, Dog, Dangerous Dog or Guard Dog, Owner, the Licence fee will be set out in item 3 of this Schedule.	
11. There is no pro-rating on Licence fees.	

SCHEDULE "B"  
GUARD DOG SIGNAGE

# WARNING

**GUARD DOG ON PREMISES**



SCHEDULE "C"  
DANGEROUS DOG SIGNAGE

# WARNING

**DANGEROUS DOG ON PREMISES**



**SCHEDULE "D"**  
**SPECIFIED PENALTIES**

<b>Fines</b>					
<b>Part</b>	<b>Section</b>	<b>Offence</b>	<b>First</b>	<b>Second</b>	<b>Third and Subsequent</b>
3	3.8	Fail to Licence Cat/Dog/Guard Dog	\$150.00	\$300.00	\$500.00
4	4.1	Fail to Licence Dangerous Dog	\$500.00	\$750.00	\$1,000.00
8	8.1(a)	Cat/Dog Running at Large	\$150.00	\$300.00	\$500.00
8	8.1(b)	Cat/Dog on Park or Parkland where prohibited	\$150.00	\$300.00	\$500.00
8	8.1(c)	Cat/Dog destroys/damages property	\$150.00	\$300.00	\$500.00
8	8.2	Cat sprays/defecates/stalks birds	\$150.00	\$300.00	\$500.00
8	8.3	Fail to confine Cat/Dog/Dangerous Dog in heat	\$150.00	\$300.00	\$500.00
8	8.4	Dog/Guard Dog/Dangerous Dog barks or howls so as to disturb a person	\$150.00	\$300.00	\$500.00
8	8.5	Fail to remove Cat/Dog/Guard Dog/Dangerous Dog defecation	\$150.00	\$300.00	\$500.00
8	8.6	Have more than 3 Dogs	\$250.00	\$500.00	\$750.00
8	8.7	Have more than 3 Cats	\$250.00	\$300.00	\$750.00
8	8.9	Allow Cat/Dog/Guard Dog/Dangerous Dog defecation to accumulate on property	\$50.00	\$300.00	\$500.00
8	8.10	Person tamper/spring/damage animal trap	\$150.00	\$300.00	\$500.00
8	8.12	Exercise Cat/Dog/Dangerous Dog while in a motor vehicle	\$250.00	\$500.00	\$750.00
8	8.13	Fail to carry leash in off leash area	\$150.00	\$300.00	\$500.00
8	8.14	Fail to ensure collar and Tag worn by Cat/Dog/Guard Dog/Dangerous Dog	\$150.00	\$300.00	\$500.00
8	8.15	Failing to remove Cat/Dog exhibiting Threatening Behavior from Off Leash Area	\$150.00	\$300.00	\$500.00
8	8.16(a)	Keep/harbor Exotic Animal	\$250.00	\$500.00	\$750.00
8	8.16(b)	Keep/harbor Wild Animal	\$250.00	\$500.00	\$750.00
8	8.16(c)	Keep/harbor Livestock	\$250.00	\$500.00	\$750.00

9	9.1(a)	Cat/Dog/Guard Dog exhibits Threatening Behaviour to person/animal	\$250.00	\$500.00	Court
9	9.1(b)	Cat/Dog/Guard Dog bites, attacks or causes Minor Injury to animal	Court	Court	Court
9	9.1(c)	Cat/Dog/Guard Dog bites, attacks or causes Minor Injury to person	Court	Court	Court
9	9.1(d)	Cat/Dog/Guard Dog bites, attacks or causes Severe Injury to animal	Court	Court	Court
9	9.1(e)	Cat/Dog/Guard Dog causes death to animal	Court	Court	Court
9	9.1(f)	Cat/Dog/Guard Dog bites, attacks or causes Severe Injury or death to a person	Court	Court	Court
9	9.2(a)	Dangerous Dog exhibits Threatening Behavior towards a person or animal	\$500	Court	Court
9	9.2(b)	Dangerous Dog bites, attacks or causes Minor Injury to animal	\$500	Court	Court
9	9.2(c)	Dangerous Dog bites, attacks or causes Minor Injury to person	Court	Court	Court
9	9.2(d)	Dangerous Dog bites, attacks or causes Severe Injury to animal	Court	Court	Court
9	9.2(e)	Dangerous Dog causes death to animal	Court	Court	Court
9	9.2(f)	Dangerous Dog bites, attacks or causes Severe Injury or death to a person	Court	Court	Court
11	11.1(a)	Guard Dog Running at Large	\$250.00	\$500.00	Court
11	11.1(b)	Guard Dog not within a securely enclosed fence	\$250.00	\$500.00	Court
11	11.1(c)	Fail to display Guard Dog sign	\$150.00	\$300.00	Court
11	11.1(d)	Harbour Guard Dog outside commercial/industrial district	\$250.00	\$500.00	Court
12	12.1(a)	Dangerous Dog not muzzled, securely restrained and under control	\$250.00	\$500.00	Court
12	12.1(b)	Dangerous Dog not supervised outdoors or in locked pen	\$250.00	\$500.00	Court

12	12.1(c)	Failure to display Dangerous Dog sign	\$250.00	\$500.00	\$750.00
12	12.1(d)	Dangerous Dog in Off Leash Area	\$200.00	\$400.00	\$600.00
12	12.1(e)	Fail to notify Town of Dangerous Dog Running at Large	\$250.00	\$500.00	<b>Court</b>
12	12.1(f)	Fail to maintain required liability insurance	\$250.00	\$500.00	Court
13	13.1(a)	Interfere with Officer	\$500.00	\$750.00	\$1,000.00
13	13.1(b)	Open vehicle where animal is confined	\$500.00	\$750.00	\$1,000.00
13	13.1(c)	Remove/attempt to remove animal from Officer	\$500.00	\$750.00	\$1,000.00
13	13.2(a)	Refuse to provide identification to Officer	\$500.00	\$750.00	\$1,000.00
13	13.2(b)	Provide false/misleading information to Officer	\$500.00	\$750.00	\$1,000.00
17	17.1	Cat/Dog/Guard Dog/Dangerous Dog in Distress	Court	Court	Court

**SCHEDULE "E"****CONDITIONS AND PROCEDURES TO RENT A CAT/SKUNK TRAP**

1. A resident of the Town of Blackfalds who finds a cat or skunk on its property may report a complaint to the Contractor and request a cat/skunk trap from the Contractor.
2. The person with the complaint (Complainant) can attend at the office of the Contractor during normal business hours and request a cat/skunk trap. In order to obtain a cat/skunk trap the Complainant must sign the form and agreement provided by the Contractor, and the Contractor will then provide a cat/skunk trap to the Complainant. The Contractor is responsible to have the Complainant sign a cat/skunk trap agreement stating they will treat the cat/skunk humanely.
3. The Complainant will be required to pay an \$80.00 deposit to the Contractor. This deposit will be returned to the Complainant at such time as the trap is returned and is found to be in the same condition it was at the time it was obtained from the Contractor. The Complainant will also be responsible for a \$10.00 trap rental fee. If the trap is damaged or stolen, the deposit is forfeited to the Contractor, and it shall be the responsibility of the Complainant to pay the balance of the cost for the trap to be replaced.
4. It will be the responsibility of the Complainant to check the trap hourly, or as approved by the Contractor and, if an animal is caught, the Complainant must make arrangements to have the animal picked up or delivered to the Contractor within 24 hours following the trapping. During the week, the Contractor will arrange the scheduling of their Officers' patrols in such a manner to reduce the length of time a cat/skunk is kept in a trap to a minimum. Traps are not to be set on weekends or when outside temperatures are consistently below zero (0) degrees. Traps shall be set in a shaded area of the property, away from the sun.
5. The Contractor may enter the property of the Complainant, but not a dwelling house, to ascertain if a cat/skunk trap has been properly placed or set and if a cat/skunk has been trapped.
6. The Complainant shall not leave a trap set on their property unattended when absent from the property for any period of time of more than three (3) hours, except as approved by the Contractor.
7. When the Contractor takes possession of a trapped Cat, the Contractor will try to locate an identifying Tag or tattoo on the Cat and, if found, will make reasonable efforts to contact the owner of the Cat in order to report that it has been impounded by the Contractor.
8. If the Cat Owner attends at the Contractor's offices to claim their Cat that was trapped on another person's property, an offence ticket for the Cat Running at Large may be issued in accordance with the Bylaw.
9. If a Complainant is disabled and therefore unable to pick up the cat/skunk trap, the Contractor will deliver the trap to the Complainant's property and pick up the trap 72 hours later. No fee shall be charged to the Complainant.
10. Any person renting a cat/skunk trap, or any Officer dealing with a trapped animal shall be responsible for handling any animal caught as humanely as possible.
11. Any person who abuses, teases, or pokes an animal in a cat/skunk trap or is causing pain, suffering, or injury to any animal may be charged with an offence under Section 446 of the Criminal Code of Canada.
12. Any person seeing a cat/skunk in a trap being abused is encouraged to telephone and report the abuse to the Contractor, at which time the Contractor may, after investigation, attend at the premises where the alleged abuse has taken place and, if warranted, remove the cat/skunk and the trap forthwith.