



## Village of Andrew

Bylaw No. 2024-002

### Pet Ownership Bylaw

#### A BYLAW OF THE VILLAGE OF ANDREW IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF REGULATING AND CONTROLLING ANIMALS.

**WHEREAS** the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time, authorizes a Municipality to regulate and control Animals and activities in relation to them;

**THEREFORE**, the Council of the Village of Andrew in the Province of Alberta, duly assembled, hereby enacts the following:

#### 1. SHORT TITLE

- 1.1 This Bylaw may be cited as the **Pet Ownership Bylaw**.

#### 2. DEFINITIONS

- 2.1 **Abandon** means to fail to provide an Animal with adequate shelter, ventilation, space, food, water or veterinary care or reasonable protection from injurious heat or cold; and/or to leave an Animal behind upon vacating a property, for a duration of at least 24 hours.
- 2.2 **Altered** means any Animal that has been spayed or neutered.
- 2.3 **Animal** means any bird, reptile, amphibian, or mammal excluding humans and Wildlife.
- 2.4 **Animal Control Officer** means a person authorized by the Village of Andrew responsible for responding to incidents involving Animals.
- 2.5 **Animal Shelter** means a facility designated by the Village for the purposes of impoundment and care of Dogs or Cats.
- 2.6 **Attack** means a violent action committed by an Animal resulting in an injury to another person or Animal, excluding a Bite, including but not limited to bruising, laceration, bone break or sprain.
- 2.7 **At Large** means an Animal that is not restrained by a Leash or otherwise under the physical control of a person at a location other than:

- (a) The Owner's property
  - (b) Inside the boundaries of a designated Off-Leash Area
  - (c) On private property with the consent of the Owner of that private property
  - (d) During grooming
  - (e) While participating in a Dog sporting, training or show event.
- 2.8 **Bite** means an injury by teeth including, but not limited to a bruise, puncture, or bone break.
- 2.9 **Bylaw Officer** – authorized by the Village of Andrew to uphold the bylaws as presented. And also known in this bylaw as Peace Officer.
- 2.10 **Cat** means any member of the species *felis catus* [commonly referred to as the domesticated feline family] including any hybrid offspring of that species.
- 2.11 **Chase** means to pursue or catch up with.
- 2.12 **Collar** means a band of material worn around the neck of an Animal with permanent apparatus for attaching Identification tags and affixing a Leash.
- 2.13 **Council** means the duly elected municipal Council of the Village of Andrew.
- 2.14 **Communicable Disease** means any disease or illness which may be transferred from an Animal to another Animal or person, through direct or indirect contact.
- 2.15 **Dangerous Dogs Act** means the Dangerous Dogs Act as amended and as contained in Chapter D-3 of the Revised Statutes of Alberta, 2000.
- 2.16 **Distress** has the same meaning as in the *Animal Protection Act*, RSA 2000, c A-41.
- 2.17 **Dog** means any member of the species *canis lupus familiaris* [commonly referred to as the domesticated canine family] including any hybrid offspring of that species.
- 2.18 **Dog License** means a license issued under this Bylaw to an Owner for the Owner's Dog.
- 2.19 **Dog License Fee** means the fee or fees payable to obtain a license for a Dog in accordance with this bylaw.
- 2.20 **Domestic Animal** means a domesticated Animal that lives and breeds in a tame condition and, without restricting the generality of the foregoing, shall, include a Dog, a Cat, rabbit, fowl, and a ferret and shall not include Livestock or Wildlife.
- 2.21 **Feral** means an Animal that lives outdoors and /or shows limited or no signs of domestication.
- 2.22 **Fowl** means chickens, duck, geese –not to include Roosters

- 2.23 **Guard Dog**- used for protecting business property after business hours – allowing for barking when property being approached.
- 2.24 **Guide Dog** means a Guide Dog as defined in the Blind Persons’ Rights Act, R.S.A. 2000 c. B-3, as amended or replaced.
- 2.25 **Harbor** means to give shelter, care for, or give home to an Animal.
- 2.26 **Harness** means an apparatus attached to the chest and back of an Animal that is of suitable size and strength to allow a person to physically restrain an Animal when it is attached to an Animal’s Leash.
- 2.27 **Identification** means an object, mark, or device which is found on an Animal and can be traced to current Ownership information including, but not limited to a tag, microchip, or tattoo.
- 2.28 **Immunization** means vaccinations against rabies, distemper, hepatitis, parvovirus, para influenza, leptospirosis (DHPPL).
- 2.29 **Leash** means a length of rope, chain, fabric or other material of reasonable strength and length that when attached to an Animal’s Collar or Harness, allows a person to physically restrain and guide an Animal.
- 2.30 **Motor Vehicle** has the meaning defined in the Traffic Safety Act, RSA 2000, c T-6, as amended or replaced from time to time.
- 2.31 **Muzzle** means a humane device designed to fit over the mouth of an Animal to prevent the Animal from biting. A Muzzled Animal means an Animal wearing a Muzzle in the manner anticipated by the manufacturer of the Muzzle.
- 2.32 **Nuisance Animal** means any Animal that has been the subject of three or more convictions within the previous twelve (12) months for any combination of the following offences under this bylaw:
- (a) Section 6.1
  - (b) Section 6.2
  - (c) Section 6.3
  - (d) Section 6.4
  - (e) Section 6.5
- 2.33 **Off-Leash Area** means a geographical area designated by the Village wherein Owners may have their Dog At Large.
- 2.34 **Over-Limit-Permit** means a permit required to own more than two (2) Dogs or three (3) Cats,
- 2.35 **Owner** means

- (a) A person who has the apparent care, charge, custody, possession, or control of an Animal; or
- (b) A person who legally or beneficially owns or claims a proprietary interest in an Animal; or
- (c) A person who allows, suffers, keeps, or permits an Animal to be at any property owned by or under his or her control; or
- (d) A person who claims and receives an Animal from the custody of an Animal Shelter or a Peace Officer; or
- (e) A person to whom a licence was issued for an Animal under this or any other Bylaw or enactment; or
- (f) A rescue organization.

2.36 **Peace Officer** has the same meaning as in the *Peace Officer Act*, SA 2006, c P-35.

2.37 **Public Health Act** means the *Public Health Act*, RSA 2000, c P-37.

2.38 **Residence** means a property, home, house, shelter, room, place, building or structure, including a portion of a multi-unit building or structure, including the lands associated to it, that is occupied by, in the possession of, or under the control of a person who lives or resides there

2.39 **Restricted Animal** means any Animal

- (a) that has Chased, Attacked or bitten any person or Animal causing physical injury and resulting in a contravention of Section 6.6 of this bylaw;
- (b) that has Chased, Attacked or bitten any person or Animal on more than one occasion, with or without causing physical injury, and resulting in separate contravention of Section 6.6 this bylaw; or
- (c) That has been made the subject of an order under the *Dangerous Dogs Act*; RSA 2000 Chapter D-3

2.40 **Search and Rescue Dog** means a Dog that has been trained to find and rescue people after a natural or man-made disaster.

2.41 **Service Dog** means a Dog that is:

- a) Trained to perform specific needs to assist a person with specific tasks relating to visible and non-visible disabilities or mobility limitations, and
- b) Certified and registered as a Service Dog

2.42 **Town / Village** means the Municipal Corporation of the Village of Andrew.

2.43 **Trap** means the use of devices or cage Traps so as to limit the harm or Distress of an Animal.

- 2.44 **Veterinarian** means a registered Veterinarian as defined in the *Veterinary Profession Act*, R.S.A. 2000, c. V-2.
- 2.45 **Violation Notice** means a tag or similar documents issued by the Municipality pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26.
- 2.46 **Violation Ticket** has the same meaning as in the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34 and the regulations thereunder.
- 2.47 **Wildlife** has the same meaning as that term is used in the *Wildlife Act* R.S.A. 2000, c. W-10 and includes but is not limited to coyotes, cougars, bobcats, deer, moose, elk, wild rabbits, porcupines, beavers, and skunks.

Words importing the singular include the plural whenever the context so requires and vice versa

### 3. PURPOSE

- 3.1 The Village of Andrew encourages responsible pet ownership through licensing, public education, and enforcement. The goal is to help pet Owner's care responsibly for their pets and to ensure that our Animal population enjoys a healthy, safe, and harmonious coexistence with the residents of Andrew.

### 4. LICENSING

#### 4.1 Administration

The Village of Andrew is authorized to issue, renew, and revoke:

- (a) Altered and unaltered Dog Licences;
- (b) Nuisance Animal licences; and
- (c) Restricted Animal licences;

and corresponding tags, to Owners who apply for one or more of these licences in accordance with the requirements of this Bylaw.

#### 4.2 Licensing Dogs

- (a) No person shall own, keep, or Harbor any Dog over the age of six (6) months within the Village, unless such Dog is licensed as provided herein.
  - (i) Annual dog license fee (altered) shall be \$40.00
  - (ii) Annual dog license fee (altered) shall be \$20.00
- (b) Subsection 4.2 of this Bylaw shall not apply to:
  - (i) Any premises with a valid business licence for the care and treatment of Dogs operated by a Veterinarian;

- (ii) An organization with a valid business licence that is offering a recognized training or obedience class for Dogs;
  - (iii) Any person in possession of a valid business licence to operate a pet store, or Animal Shelter, if said person complies with the Village's Business Licence and Land Use Bylaws as amended from time to time;
  - (iv) Any registered Service Dog and/or Guide Dog;
  - (v) Dogs temporarily in the Village for a period not exceeding fourteen (14) days in any three (3) month period. Longer periods may be authorized by written permission from a Peace Officer;
  - (vi) Individuals tasked with the temporary housing of Dogs through the Animal Shelter as assigned by a Peace Officer;
  - (vii) Other properties approved by a Peace Officer.
- (c) Every person who is a resident of the Village or takes up Residence within the Village and is the current Owner of or becomes the new Owner of a Dog which is over the age of six (6) months, shall purchase a licence for the Dog within fifteen (15) days after becoming Owner of the said Dog, or of taking up Residence within the Village.
- (d) Every person applying for a Dog Licence must pay the Dog Licence Fee prescribed in this Bylaw.
- (e) In relation to this bylaw, the burden of proof relating to the age of the Dog shall be upon the Owner and unless the contrary is proven, the Dog shall be presumed to have attained the minimum age of six (6) months prior to the time of licensing or violation.
- (f) Any person applying for a Dog Licence must be a minimum of eighteen (18) years of age.
- (g) Dog Owners shall provide the Town with the following information for each application for a Dog Licence:
- (i) Name, street address, email, and phone number of Owner and the address where the Dog Owner or Owners reside and where the Dog resides; and
  - (ii) Name, breed, color, gender, age, and description of Dog to be licensed; and,
  - (iii) Any other reasonable information deemed appropriate by the Village including:
    - (A) Whether the Dog is spayed or neutered;
    - (B) Whether the Dog has received Immunizations; and
    - (C) Identified through tattooing or microchip.
- (h) A person must not give false information when applying for a licence.
- (i) The Village shall keep a record of all Dog Licences pursuant to this Bylaw that includes the information in Section 4.2(g) and the Dog Licence Fee paid by the Owner.

- (j) Licences issued under this Bylaw shall not be transferable from one Dog to another, or from one Owner to another.
- (k) Upon receiving the required Dog Licence, the Owner of a licence will be provided with either:
  - (i) A licence tag if the Dog in question had not been previously licensed within the Village; or
  - (ii) A receipt if the Dog in question had been previously licensed within the Village.
  - (iii) If said licence tag is lost, a replacement tag can be supplied by contacting the Village office.
- (l) If said licence is not issued to the current Owner and/or Dog, the licence shall be deemed invalid.
- (m) The annual Dog License Fee will be pro-rated based on the month of registration.
- (n) Every Dog shall wear the provided Village licence tag when it is off the Residence of the Owner of said Dog.
- (o) Every Owner of a Dog shall notify the village within thirty (30) days if:
  - (i) The Dog has changed Ownership;
  - (ii) The Owner and/or Dog has changed address; or
  - (iii) The Dog is deceased.
- (p) Dog Licenses must be renewed annually by February 28. Annual license renewals outstanding after February 28 may be issued a fine for failure to license Animal, in addition to the cost of the license.
- (q) A ny business having a guard dog must register with the Village and provide the required signage on all sides to their property - "GUARD DOG ON DUTY – ENTER AT YOUR OWN RISK"

#### **4.4 Licensing Nuisance and Restricted Animals**

- (a) A licence is immediately rendered void upon an Animal being declared a Restricted Animal or Nuisance Animal under this Bylaw.
- (b) The Owner of an Animal declared a Nuisance Animal or Restricted Animal shall:
  - (i) Apply for a new licence for the Nuisance Animal or Restricted Animal on the first business day after the Animal has been declared Nuisance or Restricted; or
  - (ii) Apply for a licence on the first business day after becoming Owner of an Animal declared Nuisance or Restricted; and

- (iii) Maintain a current licence for the Nuisance Animal or Restricted Animal;
  - (iv) Abide by all conditions specified in the declaration; and
  - (v) Pay the licence fee.
- (c) No person shall own or keep a Nuisance Animal, or a Restricted Animal within the Municipality unless the Animal is licensed.

#### 4.5 Limits on Domestic Animals

- (a) No more than two (2) Dogs and three(3) Cats and a maximum of a combined total of 5 FOWL shall be Harbored or permitted to remain upon or in any land, house, shelter, room or place, building structure, or premises within the boundaries of the Village unless:
- (i) The premises are lawfully used for the care and treatment of Domestic Animals operated by or under the charge of a Registered Veterinarian;
  - (ii) The Owner is the holder of a valid and subsisting Development Permit to operate an Animal Hospital, Animal Shelter, or other Domestic Animal operation as authorized by the Land Use Bylaw;
  - (iii) The Dogs or Cats in excess of the limit are under six (6) months of age, and the offspring of a licensed Dog or Cat residing at the same location;
  - (iv) The Owner is a not-for-profit association, not-for-profit corporation, or government organization engaged in the provision of specialized Dog services, including but not limited to Guide Dogs, Police Dogs, and Search and Rescue Dogs; or
  - (v) The Owner is a not-for-profit association or not-for-profit corporation engaged in the providing of temporary shelter for Abandoned or rescued Domestic Animals or an authorized Animal Shelter in accordance with this Bylaw.
- (b) An Owner is permitted to exceed the Animal limits indicated in Section 4.5 (a) if said Owner purchases an Over-Limit Permit per animal of \$50.00

#### 4.6 Exceptions on Licensing

The following persons do not require a licence under this Bylaw:

- (a) Holders of a valid Development Permit, issued pursuant to the Land Use Bylaw, authorizing the operation of an Animal Hospital, or Animal Shelter, which have Dogs or Cats boarded that are owned by persons other than the operator, or have Dogs or Cats which are intended for sale;



- (b) Persons temporarily visiting the Village for a period not exceeding two (2) Months;
- (c) Not-for-profit associations or not-for-profit corporations engaged in the provision of temporary shelters for Abandoned or rescued Domestic Animals or an authorized Animal Shelter in accordance with this Bylaw; or
- (d) Not-for-profit associations, not-for-profit corporations or government organizations providing specialized Dog services, including but not limited to assistant and Guide Dogs, Service Dogs and Search and Rescue Dogs.

## 5. RESPONSIBILITIES OF ANIMAL OWNERS

### 5.1 Keeping Animals Under Control

- (a) An Owner of an Animal, with or without a licence, shall ensure the Animal is not At Large.
- (b) An Owner of an Animal shall keep the Animal on a Leash, no longer than 7.62 metres, at all times while off the Owner's property unless otherwise permitted under this Bylaw.
- (c) An Owner of a female Dog or Cat in heat shall confine the Animal to the Owner's Property or with the consent of another Property Owner to that Owner's Property for the whole period that the Animal is in heat; except for the sole purpose of allowing for walks off the Owner's Property and only if on a Leash or Harness under direct supervision to prevent escape.
- (d) The Owner of an Animal must ensure that such Animal does not enter or remain in or on:
  - (i) Any naturally occurring or man-made body of water unless signs are posted permitting the activity; or
  - (ii) Any other area where prohibited by posted signs.
- (e) All persons in charge of an Animal at a school ground, playground, sports field, cemetery, wading or swimming area must always maintain control of said Animal by Leash.

### 5.2 Off-Leash Dog Areas

- (a) Licensed Dogs and Dogs under six (6) months of age are permitted to be At Large within areas designated by the Village as Off-Leash Areas. All other provisions of this Bylaw shall remain in effect at all designated Off-Leash Areas.
- (b) Dogs that are not licensed and/or designated as a Nuisance and/or a Restricted Dog are not permitted to be in an Off-Leash Area.
- (c) An Owner must not allow an Animal other than a Dog to enter into or remain in Off leash Area.
- (d) Each Owner of a Dog in an Off-Leash Area must carry a suitable Leash for each Dog.
- (e) When a Dog is At Large in a designated Off-Leash Area, the Owner of the Dog must be in the Off-Leash Area and be within a distance to supervise and monitor the Dog.
- (f) All persons in charge of a Dog at an Off-Leash Area must always maintain control of said Dog.
- (g) If a Dog becomes a concern, or threatening to persons, property, or other Dogs while At Large in an Off-Leash Area, the Owner or person in care and control of the said Dog shall immediately take physical control by fastening a suitable Leash to the said Dog and immediately removing the Dog from the Off-Leash Dog Area.
- (h) A Peace Officer may direct that any Dog be put on or kept on a Leash in an Off-Leash Area and/or direct a Dog to be removed from an Off-Leash Area.
- (i) A Peace Officer may ban a person or Dog from use of an Off-Leash Area for a period determined by a Peace Officer by providing written notice to the Owner of the Dog, or the person in care and control of said Dog.

### **5.3 Unattended Animals**

- (a) The Owner of an Animal must ensure that such Animal is not left unattended while tethered or tied on premises where the public has access, whether the right of access is express or implied.
- (b) The Owner of an Animal must ensure that such Animal is not left tethered or tied up in a residential yard unless the Owner is outside with the Animal at all times, or the Owner is able to maintain visual view of the Animal at all times.
- (c) The Owner of an Animal must not allow the Animal when tethered or tied up in a residential yard to go beyond the property line.

### **5.4 Securing Animals in Motor Vehicles**

- (a) No person shall in the opinion of a Peace Officer, leave an Animal in a vehicle, trailer, or similar object for an unreasonable length of time. – define unreasonable?
- (b) No person shall leave an Animal unattended in or on a vehicle, trailer, or similar object without proper protection from the atmospheric elements such as the sun, snow, rain, wind, cold or hot temperatures.
- (c) Every person parking a vehicle shall ensure that an Animal in or on said vehicle is contained in a fashion as to prevent the Animal from escaping, Chasing, Biting, and/or Attacking people or other Animals when walking by.
- (d) A person may allow an Animal to be outside the passenger cab of a Motor Vehicle including riding in the back of a pickup truck or flat bed truck if the Animal is: there is NO law regarding this, only suggested practises. We have no authority
  - (i) In a fully enclosed trailer;
  - (ii) In a topper enclosing the bed area of a truck and properly secured by an approved canine vehicle restraint in such a manner that it is not standing on bare metal and not in danger of strangulation;
  - (iii) Contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or
  - (iv) Securely tethered in such a manner that it is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.

## 5.5 Interference with Animals

- (a) No person shall, negligently or willfully untie an Animal which has been tied or restrained or open any gate, door or other opening in a fence, enclosure, structure, or otherwise release an Animal which has been confined, thereby allowing said Animal to run At Large; or
- (b) No person shall, negligently or willfully tease, torment, or annoy any Animal; or
- (c) No person shall, negligently or willfully harm or injure any Animal. No violation shall have occurred if the harm or injury caused was a result of self-defence.
- (d) Every Owner of an Animal shall provide enough food, water, and shelter including protection from the atmospheric elements such as the sun, snow, rain, wind, cold or hot temperatures.
- (e) Every Owner of an Animal shall provide care and medical attention when required.

- (f) No person shall in the opinion of a Peace Officer, Abandon an Animal.

## **5.6 Communicable Disease Control**

- (a) An Owner of an Animal who on reasonable grounds believes said Animal has contracted a Communicable Disease shall immediately notify a Peace Officer.
- (b) When an Animal dies of a Communicable Disease, the Veterinarian and/or Owner shall send the complete body of said Animal to the appropriate health department for pathological examination and to notify a Peace Officer of reports of human contact, and the diagnosis made of the Animal by a Veterinarian, and the costs and expenses of such pathological examination remain the responsibility of the Owner.
- (c) In the event of an outbreak, or threatened outbreak of a Communicable Disease affecting Animals, a Peace Officer may order and direct that any Animal in the Village be confined to the Owner's premises and/or indoors so as to limit the chance of spreading the infection to persons or Animals.
- (d) During such period of a Communicable Disease quarantine as herein mentioned, every Animal affected by said Communicable Disease shall, at the Owner's expense, be treated for the Communicable Disease by a Veterinarian, and be humanely euthanized if so, directed by such Veterinarian.
- (e) The carcass of any Animal exposed to a Communicable Disease shall upon demand, be surrendered to a Peace Officer.

## **6. NUISANCES**

### **6.1 Animal At Large**

- (a) The Owner of an Animal must not allow such Animal to run At Large.
- (b) The Owner of an Animal must ensure that such Animal does not Chase Animals, bicycles, automobiles, or other vehicles.

### **6.2 Scattering Garbage**

- (a) The Owner of an Animal shall take all necessary steps to ensure that such Dog or Cat does not upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public property or in or about premises not belonging to or in the possession of the Owner of the Animal.
- (b) The Owner of an Animal who has upset any waste receptacles or scatter the contents thereof is responsible for to clean the scattered waste.

### **6.3 Removing Defecation**

- (a) Where an Animal has defecated on any private or public property or other place within the Village other than the property of the Animal's Owner, the Owner shall be required to remove such defecation immediately, and failure to do so constitutes an offence under this Bylaw.
- (b) No Owner shall allow an accumulation of Animal defecation/waste to the point that an Enforcement Officer would determine the Residence has become unsightly or a possible concern to the Community.
- (c) If an Animal is on any private or public property other than the property of its Owner, the Owner shall have in their possession a suitable means of facilitating the immediate removal of the Animal's defecation.

### **6.4 Noise**

- (a) An Owner is guilty of an offence under this Bylaw if their Animal barks, howls, meows, or make other noise excessively, or acts in a manner that disturbs the peace, quiet, and repose of any other person. With the exception of a registered & licensed Guard Dog
- (b) Quiet times are determined as 11pm-6am
- (c) If the animal is continually making continuous noise for 30 minutes or longer.

### **6.5 Property Damage**

- (a) An Owner is guilty of an offence under this Bylaw if their Animal causes damage to private or public property within the Village.

### **6.6 Threatening Behavior**

- (a) The Owner of an Animal must ensure that such Animal does not:
  - (i) Bite, bark at, Chase or otherwise threaten a person or persons, whether on the property of the Owner or not;
  - (ii) Do any act that injures a person or persons, whether on the Residence of the Owner or not;
  - (iii) Attack a person or Animal, whether on the Residence of the Owner or not;
  - (iv) Attack another person or Animal causing Severe Injury, whether on the property of the Owner or not;
  - (v) Cause death to another Animal; or
- (b) No Owner must use or direct an Animal to Attack, Chase, harass or threaten a person or Animal.

### **6.7 Harboring Feral Animals**

- (a) No person shall harbor feral animals at a place of residency or other private or public property.

## **7. NUISANCE AND RESTRICTED ANIMALS**

- 7.1 No Owner of a Nuisance and/or a Restricted Animal shall allow it to be in a playground, on a sports field, or in any other area prohibiting Animals or as directed by a Peace Officer.
- 7.2 The Owner of any Nuisance and/or a Restricted Animal that Bites a person shall promptly report the incident to a Peace Officer and the Animal may thereupon be quarantined for a period determined by a Peace Officer. At the discretion of a Peace Officer, such quarantine may be on the premises of the Owner, or at the Animal Shelter. In the case of stray Animal whose Ownership is unknown, the quarantine shall be at the Animal Shelter.
- 7.3 Any Animal may be deemed a Restricted Animal by a Peace Officer, if the Peace Officer determines on reasonable grounds based through personal observation, history, or on the basis of facts in an investigation that the Animal is likely to violate again, or the said Owner has been fined for a violation under Section 6.6 of this Bylaw.
- 7.4 Any Animal may be deemed a Nuisance Animal by a Peace Officer, if the said Owner has been fined for a violation involving being At Large and/or excessive noise and a Peace Officer determines on reasonable grounds based through personal observation, history, or on the basis of facts in an investigation that the Animal is likely to violate again.
- 7.5 Where the Owner of Animal that has been deemed a Nuisance and/or a Restricted Animal produces information that may alter a determination made, a Peace Officer, as soon as is reasonably possible, may cause the matter to be reviewed and make a final determination.
- 7.6 A Peace Officer or Animal Control Officer must be notified within five (5) days when a Nuisance and/or Restricted Animal is sold, gifted, transferred, or deceased.
- 7.7 A Peace Officer may impose reasonable conditions based on history and circumstances to an Owner of a Nuisance and/or a Restricted Animal to reduce or deter future violations. Violation of conditions imposed may result in fines and/or enforcement under this Bylaw.
- 7.8 A Peace Officer may order an Owner, at the Owner's expense, to have permanent Identification placed on a Nuisance and/or a Restricted Animal including, but not limited to a microchip, and/or tattoo, so that they may always be identified.
- 7.9 If the Owner of a Nuisance and/or a Restricted Animal violates conditions imposed and/or violates other sections of this Bylaw, and in the opinion of a Peace Officer based on the evidence presented is a threat to reoffend, a Peace Officer may give written notice to the Owner specifying that the Nuisance Animal be permanently removed from the Village by a specified date.

7.10 If Animal has been deemed a Nuisance Animal, a Peace Officer shall:

- (a) Give the Owner a written notice that the Animal has been determined to be a Nuisance Animal for the applicable violation; and
- (b) Require the owner to pay an additional fee of \$200, for a Nuisance Animal.
- (c) Require the Owner, upon receipt of the notice, to keep such Animal in accordance with conditions specified by a Peace Officer pursuant to sections 7.1, 7.2, 7.3, 7.4, 7.5, and 7.6 of this Bylaw; and
- (d) Require the Owner, upon receipt of the notice, to provide Veterinary Records for the Animal; and
- (e) Inform the Owner that if the Animal is not kept in accordance with the conditions specified by a Peace Officer and this Bylaw, the Owner will be fined, and/or subject to enforcement action under this Bylaw.

7.11 If the Animal has been deemed a Restricted Animal, a Peace Officer shall:

- (a) Give the Owner a written notice that the Animal has been determined to be a Restricted Animal for the applicable violation; and
- (b) Requires the Owner to pay an additional fee of \$200 for a Restricted Animal; and
- (c) Require The Owner of a Restricted Animal to have liability insurance specifically covering any damages for personal injury caused by the Restricted Animal in an amount not less than two (2) million dollars and shall provide proof of such insurance to the Town upon request; and
- (d) Require the Owner of a Restricted Animal or any other person having care and control of a Restricted Animal shall at all times when it is off the property of the Owner, have it:
  - (i) Under control, by a person exceeding eighteen (18) years of age,
  - (ii) Muzzled and
  - (iii) Held on a Leash not exceeding two (2) metres in length.
- (e) Require the Owner of a Restricted Animal or any other person having care and control of a Restricted Animal shall at all times when it is on the property of the Owner, have it:
  - (i) Indoors,
  - (ii) Outdoors, secured in a fully enclosed pen; or
  - (iii) Outdoors, Muzzled and secured by a chain fixed to the property that prevents the Restricted Animal from coming closer than two (2) metres to the property line.

## **8. SEIZURE, IMPOUNDMENT, AND DISPOSITION**

8.1 A Peace Officer may capture, seize, and impound any Animal found running At Large.

8.2 No person shall obstruct or hinder a Peace Officer in the execution of their powers and duties pursuant to this Bylaw.

- 8.3 A Peace Officer may enter any private or public land, or place, other than a dwelling house, if necessary, for the purposes of carrying out their duties under this Bylaw as per the *Municipal Government Act*, R.S.A. 2000, c. M-26, Section 542.
- 8.4 A person who takes control of a stray Dog or Cat through the request of an approved Trap delivered by the Peace Officer or Animal Control Officer shall sign a release form and care for the Animal in a humane manner while in the Trap.
- (a) Any Trap used must be a live Trap.
  - (b) Traps should be set in locations protected from weather and hazards. Traps should not be set in extreme weather.
  - (c) Traps should be monitored and checked at least twice daily.
  - (d) Traps must only be set on the property owned, leased, or rented by the user, or with permission of the person owning, leasing or renting the property.
- 8.5 Persons not supplying the basic necessities of shelter, comfort, food and water for the Animal in the Trap will be charged under the appropriate provincial statutes.
- 8.6 A person who has captured an Animal At Large shall surrender said Animal to a Peace Officer. Failure to turn the captured Animal over may also result in criminal action and/or civil liability.
- 8.7 A Peace Officer may authorize a person to transport an Animal captured At Large to the Animal Shelter. Any person authorized to do so by a Peace Officer shall take all necessary steps to ensure the humane treatment of the Animal while under their care and control.
- 8.8 In accordance with *Animal Protection Act* R.S.A. 2000, if in the opinion of a Peace Officer, an Animal is found to be in Distress where the Owner is not supplying the basic necessities of shelter, comfort, food and water for the Animal:
- (a) A Peace Officer may notify the Owner that the Animal will be seized then either impound the Animal to provide adequate care, food, water, and shelter, or in the case of more severe Distress, transport the Animal to a Veterinarian; and
  - (b) Where an Owner is not able to be contacted and immediately relieve the Distress or is unlikely to do so, a Peace Officer may immediately seize the Animal by reasonable means. A Peace Officer may then either impound the Animal to provide adequate care, food, water, and shelter, or in the case of more severe Distress, transport the Animal to a Veterinarian.
- 8.9 A Peace Officer may capture and/or seize any Animal alleged to have been involved in a Bite, Chase, or Attack and may impound said Animal at the Animal Shelter. The Animal seized under this subsection shall be subject to an impound time of no longer than the completion of an investigation by a Peace Officer or as otherwise specified by order of the Court.



- 8.10 A Peace Officer may seize and impound a Nuisance Animal if the Owner has failed to comply with the conditions imposed by a Peace Officer. The Nuisance Animal shall be released to the Owner when in the opinion of the Peace Officer, the conditions have been met.
- 8.11 A Peace Officer may seize Animal or the carcass of Animal with a Communicable Disease. A Peace Officer shall consult a Veterinarian or appropriate health official when determining proper follow up action.
- 8.12 A Peace Officer may seize the carcass or remains of a deceased Animal. If the Animal has a Village of Andrew tag or Identification tag, every effort will be made to contact the Owner and the Animal will be held until the end of the business day at which time it will be disposed of by appropriate means. If the Animal does not have a Village of Andrew tag or Identification tag, the Animal will be disposed of.
- 8.13 An Owner shall, upon the request of a Peace Officer, surrender Animal for seizure and impoundment under this Bylaw. Failure to do so may result in a fine and/or application to the Court of Queen's Bench for an order restraining a person from interfering with the enforcement of this Bylaw as per *the Municipal Government Act*, R.S.A. 2000, c. M-26, Section 543.
- 8.14 An Owner, in writing, may voluntarily relinquish Ownership to the Village via a Peace Officer of any Animal seized. Any such Animal shall be handled in accordance with the provisions of this Bylaw.
- 8.15 A Peace Officer who takes custody of an Animal shall take all reasonable steps to:
- (a) Ensure the Animal is provided with adequate care, food, water, shelter; and,
  - (b) Locate the Owner of the Animal, including a search of the Animal's Identification; and,
  - (c) In the case of any apparent illness, Communicable Disease, injury, unhealthy condition of any Animal where the Peace Officer is unable to locate and contact the Owner within a reasonable time, transport the Animal to a Veterinarian, and act upon the Veterinarian's recommendation including, but not limited to medical care and euthanasia. If located, the Owner shall be liable for any associated medical costs incurred.
- 8.16 A Peace Officer may consider euthanizing an unclaimed Animal if the Animal is:
- (a) In the opinion of a Veterinarian, Feral;
  - (b) In the opinion of a Veterinarian cannot be adopted due to medical reasons;
  - (c) In the opinion of a Peace Officer is unfit for adoption due to observed behaviors; or
  - (d) Unable to be adopted within a reasonable time, and unable to be accommodated at the Animal Shelter or by other reasonable means.

8.17 Subject to subsection 8.15 (c), an Animal captured or seized and impounded with no Identification shall be held in the Animal Shelter for a period of at least three (3) business days. If the Animal has a Village of Andrew tag or Identification tag it shall be held in the Animal Shelter for a period of five (5) business days. Business days exclude weekends and Statutory Holidays. During this period, any Animal not under investigation may be claimed by its Owner, or agent of the Owner.

8.18 An Animal captured or seized and impounded may be claimed by Owner, or an agent of the Owner who provides valid Identification, proof of Ownership and takes payment of:

- (a) Associated impound fee as per the;
- (b) Any fee associated with licensing; and
- (c) Any associated medical costs that may have been incurred.

8.19 At the expiration of the holding periods described in subsection 8.17, any impounded Animal shall become the property of the Village and may be adopted. A Peace Officer shall be required to authorize the adoption of the said Animal. Any person or organization who adopts an Animal shall obtain full rights and title of said Animal and the right and the title of the former Owner shall cease forthwith.

## **9. PENALTIES AND ENFORCEMENT**

9.1 Any person violating a provision of this Bylaw shall be liable to the specified penalty set out in Schedule A.

9.2 Any person who deems a violation has occurred, may file a complaint with the Town.

9.3 A Peace Officer is hereby authorized to issue a Violation Notice or a Violation Ticket with a specified penalty pursuant to the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34.

9.4 Nothing in this Bylaw shall preclude a Peace Officer from issuing a Violation Ticket for a mandatory court appearance to any person who contravenes any provision of this Bylaw.

9.5 Nothing in this Bylaw precludes a Peace Officer from laying charges under alternate legislation including, but not limited to, the *Dangerous Dogs Act*, R.S.A. 2000, c. D-3 and the *Animal Protection Act* R.S.A. 2000, c. A-41.

9.6 Charges, conditions, or rulings under Provincial legislation including, but not limited to, the *Dangerous Dogs Act*, R.S.A. 2000 and the *Animal Protection Act* R.S.A. 2000 shall overrule similar sections of this Bylaw.

9.7 It is the intention that each separate provision of this Bylaw shall be deemed independent of all other provisions, and it is further the intention that if any provisions of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

**10. RULES OF INTERPRETATION**

- 10.1 Nothing in this Bylaw relieves a person from complying with any provision of any Provincial or Federal legislation or regulation, other Bylaw or enactment of any lawful permit, order, or licence.
- 10.2 Any headings or sub-headings in this Bylaw are included for guidance purposes and convenience only and shall not form part of this Bylaw.
- 10.3 This Bylaw is gender neutral and, accordingly, any reference to one gender includes another.
- 10.4 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 10.5 Any reference to the provisions of a statute of Alberta or another Bylaw is a reference to that statute or Bylaw as amended or repealed from time to time.

**11. REPEAL**

- 11.1 Bylaw# 97-04 and all amendments thereto are hereby repealed.

**12. EFFECTIVE DATE**

- 12.1 This Bylaw shall come into effect upon the third and final reading.

READ for a first time on the 14<sup>th</sup> of the month of February in the year 2024.

READ for a second time on the 13<sup>th</sup> of the month of March in the year 2024.

READ for a third time on the \_\_\_\_\_ of the month of \_\_\_\_\_ in the year 2024.

\_\_\_\_\_

Mayor Barry Goertz

\_\_\_\_\_

Deputy Mayor Tammy Pickett

\_\_\_\_\_

Kylie Rude, CAO

**Bylaw No. 07-2022 – “Schedule A” Offences & Penalties**

Offences		First Offence	Second Offence*	Third Offence*
<b>4.2(a)</b>	Failure to obtain a Dog licence (Altered)	\$100	\$250	\$500
<b>4.2(a)</b>	Failure to obtain a Dog licence (Non-Altered)	\$250	\$500	\$1000
<b>4.2(h)/ 4.3(h)</b>	Give false information when applying for licence	\$200	\$400	\$500
<b>4.2(p)</b>	Failure to update Owner/Animal information (Altered)	\$100	\$250	\$500
<b>4.2(p)</b>	Failure to update Owner/Animal information (Non-Altered)	\$200	\$400	\$500
<b>4.2(o)/ 4.3(o)</b>	Failure to display a licence tag on an Animal (Altered)	\$100	\$200	\$400
<b>4.2(o)/ 4.3(o)</b>	Failure to display a licence tag on an Animal (Non-Altered)	\$200	\$400	\$500
<b>4.5(a)</b>	Harbor excessive Animal (Altered)	\$100	\$250	\$500
<b>4.5(a)</b>	Harbor excessive Animal (Non-Altered)	\$250	\$500	\$1000
<b>5. 1(a)/ 6. 1(a)</b>	Owner: Allow or cause a licensed Dog to become At Large	\$100	\$250	\$500
<b>5. 1(a)/ 6. 1(a)</b>	Owner: Allow or cause an unlicensed Dog to become At Large	\$250	\$500	\$1000
<b>5.1(b)</b>	Dog Leash inappropriate length	\$100	\$200	\$400
<b>5. 1(c)/ -</b>	Failure to keep a female Animal in heat confined	\$250	\$500	\$1000
<b>5.1(d)(ii)</b>	Dog in prohibited area	\$250	\$500	\$1000
<b>5.1(d)(i)</b>	Allow an animal to swim in any body of water within a park	\$250	\$500	\$1000
<b>5.2(b)</b>	Have a Dog that is not licensed and/or a Nuisance or Restricted Dog in an Off-Leash Dog Area	\$250	\$500	\$1000
<b>5.2(c)</b>	Animal other than Dog in Off-Leash Dog Area	\$50	\$70	\$100
<b>5.2(d)</b>	Failure to carry a Leash in an Off-Leash Dog Area	\$100	\$200	\$400
<b>5.2(e)</b>	Failure to adequately supervise a Dog in an Off-Leash Dog Area	\$100	\$200	\$400
<b>5.2(f)</b>	Failure to adequately control a Dog in an Off-Leash Dog Area	\$250	\$500	\$1000
<b>5.2(h)</b>	Failure to obey the direction of a Peace Officer in an Off-Leash Dog Area	\$500	\$1000	\$2000
<b>5.2(i)</b>	Failure to comply with a ban from an Off-Leash Dog Area	\$500	\$1000	\$2000
<b>5.3(a)</b>	Leave Animal unattended while tethered in a public place	\$250	\$500	\$1000

<b>5.3(b)</b>	Leave Animal unattended or out of sight while tethered on Residence	\$250	\$500	\$1000
<b>5.3(c)</b>	Tethered Animal too close to property line	\$250	\$500	\$1000
<b>5.4(a)</b>	Leave an Animal in a vehicle/trailer/object for an unreasonable amount of time	\$500	\$1000	\$2000
<b>5.4(b)</b>	Leave an Animal unprotected from the elements in a vehicle/trailer/object	\$500	\$1000	\$2000
<b>5.4(c)</b>	Drive vehicle with an unsecured Animal	\$250	\$500	\$1000
<b>5.4(d)</b>	Failure to adequately confine an Animal in a parked vehicle	\$250	\$500	\$1000
<b>5.4(e)</b>	Unsecured Animal outside of passenger cab of Motor Vehicle	\$250	\$500	\$1000
<b>5.5(a)</b>	Other person: Allow or cause an Animal to become At Large	\$500	\$1000	\$2000
<b>5.5(b)</b>	Tease, torment, or annoy an Animal	\$500	\$1000	\$2000
<b>5.5(c)</b>	Cause any other harm or injury to an Animal	\$500	\$1000	\$2000
<b>5.5(d)</b>	Failure to provide adequate food/water/shelter to an Animal	\$1000	\$2000	\$4000
<b>5.5(e)</b>	Failure to provide needed medical care to an Animal	\$1000	\$2000	\$4000
<b>5.5(f)</b>	Abandon an Animal	\$1000	\$2000	\$4000
<b>5.6(a)</b>	Failure to notify a Peace Officer of an Animal with a Communicable Disease	\$1000	\$2000	\$4000
<b>5.6(b)</b>	Failure to turn over carcass of an Animal with a Communicable Disease to the appropriate health official	\$1000	\$2000	\$4000
<b>5.6(c)</b>	Failure to confine an Animal during an outbreak as directed	\$1000	\$2000	\$4000
<b>5.6(d)</b>	Failure to seek treatment for Animal with a Communicable Disease	\$1000	\$2000	\$4000
<b>5.6(e)</b>	Failure to surrender the carcass of an Animal with a Communicable Disease as requested	\$1000	\$2000	\$4000
<b>6.1(b)</b>	Bite, bark at, or Chase Animals, bicycles, or vehicles	\$500	\$1000	\$2000
<b>6.2(a)</b>	Animal scatter garbage	\$250	\$500	\$1000
<b>6.3(a)</b>	Failure to immediately remove defecation from Private or Public Property	\$250	\$500	\$1000
<b>6.3(b)</b>	Failure to immediately remove defecation from Owner's property	\$250	\$500	\$1000
<b>6.3(c)</b>	Failure to produce means to facilitate removal of feces	\$250	\$500	\$1000
<b>6.4(a)</b>	Animal make excessive noise	\$250	\$500	\$1000

<b>6.5(a)</b>	Animal damage private or public property	\$500	\$1000	\$2000
<b>6.6(a)(i)</b>	Animal Chase or threaten a person	\$500	\$1000	\$2000
<b>6.6(a)(i)</b>	Animal Bite a person or Animal	\$500	\$1000	\$2000
<b>6.6(a)(ii)</b>	Animal injure a person	\$500	\$1000	\$2000
<b>6.6(a)(iii)</b>	Animal Attack a person or Animal	\$500	\$1000	\$2000
<b>6.6(a)(iv)</b>	Animal Attack another person or Animal causing severe injury	\$500	\$1000	\$2000
<b>6.6(a)(v)</b>	Animal cause death to another Animal	\$1000	\$1300	\$1750
<b>6.6(b)</b>	Direct Animal to Attack, Chase, harass, or threaten a person or Animal	\$500	\$1000	\$2000
<b>6.7(a)</b>	Hoarding Feral Animals	\$100	\$200	\$500
<b>7.2</b>	Failure to report a Bite	\$500	\$1000	\$2000
<b>7.6</b>	Failure to notify that Nuisance Animal is sold, gifted, transferred, or deceased	\$100	\$100	\$100
<b>7.6</b>	Failure to notify Animal Control Officer of sale, gift, transfer, or death of Restricted Animal	\$100	\$100	\$100
<b>7.8</b>	Failure to microchip or tattoo Restricted Animal	\$250	\$500	\$1000
<b>7.9</b>	Failure to remove a Nuisance/Restricted Animal from Village as directed	\$1000	\$2000	\$4000
<b>7.10/ 7.11</b>	Failure to abide by the conditions of a Nuisance Animal declaration or Restricted Animal declaration	\$500	\$1000	\$2000
<b>7.10/ 7.11</b>	Failure to take the steps required upon declaration	\$500	\$1000	\$2000
<b>7.11</b>	Failure to comply with Restricted Animal provisions	\$250	\$500	\$1000
<b>7.11(c)</b>	Failure to maintain liability policy on Restricted Animal	\$100	\$250	\$500
<b>7.11(e)</b>	Failure to confine Restricted Animal or failure to construct proper pen or Secure Enclosure	\$250	\$500	\$1000
<b>7.11(d)</b>	Failure to keep Restricted Animal Muzzled, Harnessed, or Leashed properly	\$250	\$500	\$1000
<b>8.2</b>	Obstruct a Peace Officer	\$1000	\$2000	\$4000
<b>8.4</b>	Person use of a Trap or similar device without the consent of a Peace Officer or Animal Control Officer	\$250	\$500	\$1000
<b>8.6</b>	Failure to surrender captured Animal	\$500	\$1000	\$2000
<b>8.13</b>	Failure to surrender Animal for seizure and impoundment	\$1000	\$2000	\$4000

**\*Second and Third Offences shall be considered a reoccurring offence within 365 days of conviction for the First Offence**



## Schedule B - TRAP REQUEST / RELEASE FORM

**DATE:**

**TRAP NO:**

The undersigned agrees to the following terms and conditions:

1. To place the trap on his or her property in the Village of Andrew.
2. To personally monitor the trap and check the trap, at minimum, twice daily.
3. In the event that an Animal is trapped, the undersigned will immediately contact the Village office / Peace Officer to inform of capture.
4. The undersigned is responsible for the safe transfer of the trapped Animal to the Animal Shelter.
5. In the event that an Animal is trapped, the undersigned is responsible for the humane treatment of the Animal including feeding and watering. A captured Animal should be left in the trap and placed in a warm, dry, and secure place with a blanket placed over the trap to pacify the animal.
6. Traps are not to be used when the temperature falls below 0 degrees Celsius or rises over 25 degrees Celsius.
7. To be responsible for the trap, including the cost of repair or replacement if damaged, lost, or stolen. The trap is to be returned in a good and clean condition.
8. Traps are not to be set on Statutory Holidays when the Animal Shelter is closed.

### **IT IS A CRIMINAL OFFENCE TO HARM ANY DOMESTIC ANIMAL**

**Address of the location of the intended trap:**

**I understand and accept all liability which may arise in connection with the use of this cat trap while it is in my possession and will save and indemnify the Village of Andrew for all such liability. Signature:**

**Name of Complainant:**

**Address of Complainant:**

**Trap Returned:**

**Date:**

**Received By:**

**Remarks:**



## Schedule C - DOG LICENSE REGISTRATION

Please complete this form with as much detail as possible.

The information contained in this form will be used for our records only. **Any field marked with an asterisk (\*) must be completed.**

NEW APPLICATION ☐ RENEWAL ☐ CHANGE OF INFORMATION ☐

### OWNER INFORMATION

\*LAST NAME:

\*FIRST NAME:

\*ADDRESS:

\*POSTAL CODE:

\*PRIMARY PHONE:

ALTERNATE PHONE:

\*EMAIL:

ALTERNATE EMAIL:

### PET INFORMATION

\*PET NAME:

\*BREED:

\*SPAYED/NEUTERED:

\*SEX:

COLOUR: Dominant:

Secondary:

COAT: TAIL:

Other:

MICROCHIP #: VETERINARY:

TATTOO:

TEMPERMENT:

PUREBREAD/MIXED:

\*YEAR OF BIRTH:

\*RABIES SHOT (YEAR):

NUISANCE ANIMAL ☐ RESTRICTED ANIMAL ☐

Additional Notes or Conditions:

**TAG #:** \_\_\_\_\_ **TAG DATE:** \_\_\_\_\_ **PAYMENT VALUE:\$** \_\_\_\_\_ I, \_\_\_\_\_ certify the above information is correct.

Date: \_\_\_\_\_ Signature

### Fees:

Annual Dog Tag Fee: Altered (Must provide veterinary	\$20.00 certificate)	
Annual Dog Tag Fee: Non-Altered		\$40.00
Over limit permit annual fee (per animal)		\$50.00
Nuisance or restricted dog Annual fee		\$200.00
Service Dog (as defined in the AB Service Dogs Act SA 2007, Chtr 7.5		N/C
Rescue Dog (in the temporary care of a rescue organization)		N/C