TOWN OF BLACKFALDS
BYLAW 1181/14

A BYLAW WITHIN THE CORPORATE LIMITS OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS AND LIVESTOCK.

WHEREAS Council of the Town of Blackfalds has the authority to enact bylaws under the *Municipal Government Act,* RSA c. M-26, respecting the safety, health and welfare of people and the protection of people and property; and

WHEREAS, the Council of the Town of Blackfalds deems it desirable to pass such a Bylaw.

NOW THEREFORE, Council of the Town of Blackfalds, in the Province of Alberta, duly assembled, enacts the following:

PART 1 -TITLE

1. The Bylaw may be cited as the "Animal Control Bylaw".

PART 2 - DEFINITIONS

2. In this Bylaw, unless the context otherwise requires, the word, term or expressions:

   a) "Altered" means neutered or spayed;
   b) "Animal" shall mean any Dog or Cat;
   c) "Animal Control Officer" means a person employed under the contract between the Town and its Contractor to enforce the provisions of this Bylaw;
   d) "Aggressive Dog" means any Dog that:
      i. has been designated an Aggressive Dog by a Justice;
      ii. has been made the subject of an Order under the Dangerous Dog Act;
   e) "Assistance Dog" means any professionally trained Dog, including a guide, hearing or service dog, that works in partnership with a disabled person to increase his or her independence, safety and mobility;
   f) "Cat" means either male or female of the feline family;
   g) "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 Animals;
   h) "Dog" means any male or female of the canine family;
   i) "Exotic Animals" 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" as defined herein;
   j) "Former Owner" means the person at the time of impoundment who was the Owner of an Animal which has been subsequently sold or destroyed;
   k) "Justice" has the meaning as defined in the Provincial Offences and Procedure Act, R.S.A. 2000, c. P-34 and amendments thereto;
   l) "Kennel" includes a house, shelter, room or place located in a properly zoned area (according to the Town's Land Use Bylaw) where more than 2 Dogs and/or 3 Cats of whatever age or sex are kept or boarded, but does not include commercial premises used for the care and treatment of animals, operated by a duly qualified veterinarian;
   m) "Leash" means a restraint that is less than two meters in length and made of material capable of restraining the Animal or Aggressive Dog on which it is being used;
   n) "License" means a license issued by the Town to an Owner upon payment of the required fee for each Animal or Aggressive Dog they own, indicating the year for which the fee has been paid, and which is assigned a number recorded by the Town;
   o) " 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 chickens, ducks, turkeys, geese, or pheasants.
      vi. Bees.
      vii. All other animals normally kept for agriculture purposes.

p) "Minor Injury" means any physical injury to a domestic animal or a person, caused by an Animal or Aggressive Dog, that results in minor bruising, small puncture, scratch or tearing of the skin, bleeding, or any other injury that is not life threatening , disfiguring or debilitating.;

q) "Municipal Ticket" means a municipal ticket issued on behalf of the Town for a violation under this Bylaw;

r) "Muzzle" means a device of sufficient strength placed over an Animal's or Aggressive Dog's mouth to prevent it from biting;

s) "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;

t) "Off Leash Area" shall mean an area designated by the Town where an Animal is not required to be controlled by a Leash;

u) "Owner" includes any person, partnership, association, or corporation:
   i. owning, possessing, having charge of, or control over, any Animal;
   ii. harboring any Animal;
   iii. suffering or permitting any Animal to remain about his or her house or premises; and
   iv. any person to whom a License has been issued under this Bylaw.

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

v) "Park" or "Parkland" means any recreational land owned or controlled by the Town lying within Town limits, and includes all lands used for picnic grounds, campgrounds, playing fields, natural areas, neighborhood beautification areas, or any other public open space, or publicly maintained area administered by the Town Parks Department, and school grounds and playgrounds whether or not the management or control of such areas or facilities has been delegated to another body and includes all buildings or other improvements situated on these areas;

w) "Running at Large" shall mean any Animal off the premises of the Owner and not on a Leash held by a person able to control the Animal;

x) "Severe Injury" means any physical injury to a domestic animal or a person caused by an Animal or Aggressive Dog that results in severe bruising, multiple punctures or lacerations, any laceration requiring sutures or cosmetic surgery, broken bones or other injury severe in nature;

y) "Tag" means a current metal, or other, tag issued by the Town to an Owner for each Animal or Aggressive Dog they own, indicating the year for which the fee has been paid and a number recorded to the Owner's name;

z) "Threatening behavior" means behavior that creates a reasonable apprehension of a threat of harm and may include growling, lunging, snarling, charging or chasing;

aa) "Unaltered" means not neutered or spayed;

bb) "Wild animal" means an animal of a wild nature or disposition.

PART 3 - LICENSING PROVISIONS AND OFFENCES

3. Every person, who owns, keeps or harbors an Animal or Aggressive Dog, which is three (3) months of age, or older shall pay to the Town of Blackfalds a yearly license fee as set out in Schedule "A" attached hereto.

4. Upon payment of the current yearly License fee, the Town or its designate shall issue a License and a Tag with a number and year on it to the Owner.

5. Where a License is required, and has been paid for by the tender of an uncertified cheque, the License is automatically revoked if the cheque is not accepted and cashed by the bank on which it was issued.

6. The Tag shall be securely attached to a collar, which shall be worn by the Animal or Aggressive Dog for which it is issued at all times.

7. If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specified fee.

8. A Tag is not transferable from one Animal to another or one Aggressive Dog to another, and no refund will be made for any issued Tag.

9. Every person who fails to purchase a License, for any Animal or Aggressive Dog they own, on or before the 31st day of January in any year, shall be guilty of an offence and subject to the penalties provided for in this Bylaw.

10. The Owner of an Assistance Dog will be issued a License and Tag free of charge.

PART 4 - LICENSING REQUIREMENTS FOR AGGRESSIVE DOGS

11. The Owner of a Dog that has been designated as an Aggressive Dog shall apply for an Aggressive Dog License and Tag immediately upon becoming the Owner of an Aggressive Dog or within seven (7) days after the Dog has been designated as aggressive, whichever occurs first, and prior to January 31 of each subsequent year as set out in Schedule "A".

12. An Aggressive Dog License and Tag shall be issued to the Owner of an Aggressive Dog provided that the Owner has:

    a) completed a License application in the form specified by the Town; and
    b) paid the specified annual fee; and
    c) supplied proof satisfactory to the Town that the Owner has a locked pen or enclosure capable of preventing the entry of any person except the Owner.

PART 5 – ANIMAL CONTROL PROVISIONS

13. The Owner of an Animal is guilty of an offence if the Animal:

    a) is Running at Large;
    b) is on Park or Parkland where Animals are prohibited or where the Park or Parkland area contains playground apparatus and/or a sand rubber or other materials utilized as a play area;
    c) destroys or damages any public or private property;

14. 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.

15. The Owner of a female Animal is guilty of an offence if he or she does not keep such Animal housed and confined during the whole period it is in heat.

16. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog barks or howls so as to disturb a person;

17. The Owner of a Dog or Aggressive Dog is guilty of an offence if the Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.

18. Any person who owns or occupies a dwelling unit (as defined by the Land Use Bylaw), is guilty of an offence if he or she has more than two (2) Dogs on any land which contains, or is permitted under the Land Use Bylaw to contain, a dwelling unit.

19. Any person who owns or occupies a dwelling unit (as defined by the Land Use Bylaw), is guilty of an offence if he or she has more than three (3) Cats on any land which contains, or is permitted under the Land Use Bylaw to contain, a dwelling unit.

20. Sections 18 and 19 does not apply to premises lawfully used for the care and treatment of animals operated by a licensed veterinarian or a person in possession of a development permit to operate a kennel or cattery as authorized by the Town's current Land Use Bylaw.

21. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she allows the defecation of an Animal or Aggressive Dog to accumulate on private property to such an extent that it is likely to annoy people or constitute a nuisance due to odor or unsightliness.

22. A person is guilty of an offence if such person springs or otherwise tampers with or damages a live trap in which Animals or skunks are to be trapped, or have been trapped, so as to allow any Animal or skunk to escape from the trap.

23. Any Owner of an Animal in the Town for a period longer than 30 days in a calendar year is required to have a current license for the Town unless the Owner is visiting and the Animal is licensed in another municipality.

24. A person is guilty of an offence if he or she exercises an Animal or Aggressive Dog while he or she is driving in a motor vehicle.

25. The Owner of an Animal is guilty of an offence if he or she fails to carry a Leash while with an Animal in a designated Off Leash Area.

26. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she fails to ensure the Animal or Aggressive Dog wears a collar and Tag when the Animal or Aggressive Dog is off the Owner's premises.

27. The Owner of an Animal is guilty of an offence if the Animal is in an Off Leash Area and exhibits threatening behavior towards any other domestic animal or a person and the Owner fails to remove the Animal immediately from the Off Leash Area.

28. The owner of a dog is guilty of an offence if such dog is in an area where signs prohibit the presence of dogs.

29. No person shall keep or cause to be kept:
    a) Any exotic animal, venomous snake, reptile, insect or spider.
    b) Any wild animal.
    c) Any livestock on any property unless the property is designated as an Agriculture District as provided under the Town Land Use Bylaw and has been approved for such by the Development Officer and/or Municipal Planning Commission.

PART 6 – OFFENCES APPLICABLE ONLY TO AGGRESSIVE DOGS

30. The Owner of an Aggressive Dog is guilty of an offence if:

    a) the Aggressive Dog is not wearing a muzzle, under control and on a Leash held by a person who is capable of controlling the Aggressive Dog at all times when the Aggressive Dog is off the Owner's property;
    b) the Aggressive Dog is on the Owner's property and is not indoors, or if outdoors, is not with and supervised by an adult or is not in a locked pen or enclosure capable of preventing the entry of any person except the Owner of the Aggressive Dog;
    c) within seven (7) days after the Dog has been designated as an Aggressive Dog, the Owner fails to display at each entrance to the Owner's property and on the locked pen or structure in which the Aggressive Dog is confined, clear and visible signs, as specified in the Schedule " B" of this Bylaw, a warning of the presence of an Aggressive Dog on the Owner's property;
    d) the Aggressive Dog is in a designated Off Leash Area;
    e) the Aggressive Dog is Running at Large;
    f) the Owner fails to immediately notify the Town and an Animal Control Officer if the Aggressive Dog is Running at Large;
    g) the Owner fails to obtain an Aggressive Dog Licence and Tag.

PART 7 – KENNELS

31. Any person who owns, keeps or harbors more than two (2) Dogs or more than three (3) Cats, over the age of three (3) months, without obtaining the required development permit for a kennel in accordance with the Land Use Bylaw, is guilty of an offence.

PART 8 – THREATEN, ATTACK OR BIT ANIMAL PROVISIONS

32. The Owner of an Animal is guilty of an offence if the Animal:

    a) exhibits Threatening behavior 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.

33. The Owner of an Aggressive Dog is guilty of an offence if such Aggressive Dog:

    a) exhibits Threatening behavior towards a person or a domestic animal;
    b) bites, attacks or causes Minor Injury to a domestic animal;
    c) bites, attacks or causes Minor Injury to 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.

34. Sections 32 and 33 apply to the conduct of an Animal whether on or off the property of the Owner.

PART 9 – ADDITIONAL PENALTIES

35. A Justice, after convicting an Owner of 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 designated as an Aggressive Dog;
b) the Dog be euthanized;
c) the Owner be prohibited from owning any Dog for a specified period of time.

PART 10 – INTERFERENCE WITH AN OFFICER

36. Any person, whether or not he is the Owner of an Animal or Aggressive Dog which is being or has been pursued and or captured, is guilty of an offence if he or she:

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 there from;
c) removes, or attempts to remove, any animal from the possession of an Officer;
d) refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request;
e) provides false or misleading information to an Officer.

PART 11 – IMPOUNDING ANIMALS

37. Any Officer or any designated Contractor with the Town may seize and impound:

a) any Animal or Aggressive Dog Running at Large;
b) any Animal or Aggressive Dog not wearing a collar or Tag while off the premises of the Owner;
c) any Animal found on Park or Parkland and not under the direct control of the Owner;
d) any female Animal or Aggressive Dog in heat not confined or housed.

38. Upon receiving an Animal or Aggressive Dog for impound, an Animal Control Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the Animal or Aggressive Dog.

39. Subject to the entry notice provisions of the Municipal Government Act, R.S.A. 2000 c.M-26, an Officer may enter upon privately owned property at all times, other than a dwelling house, for the purposes of enforcing the provisions of this Bylaw.

40. An Officer, including an Animal Control Officer is hereby authorized to use live traps, nets or any other similar means to effect capture of Animals or Aggressive Dogs. The Town or its Contractor shall not be held liable for the death or injury of any Animal or Aggressive Dog.

41. The Contractor shall not sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog until the Animal or Aggressive Dog is retained in the Contractor's impound facility for seventy-two (72) hours, not including the day of impounding, Sundays or Statutory Holidays. After the expiration of seventy-two (72) hours, if the Owner has not claimed the impounded Animal, the Animal becomes the property of the Contractor.

42. The Contractor may retain an Animal for a longer period if in the opinion of the Contractor the circumstances warrant the expense or they have reasonable grounds to believe that the Animal is a continued danger to persons, animals or property.

43. Any healthy Animal may be returned to the Owner during the seventy-two (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 appropriate Animal License fee on behalf of the Town if the Animal is not licensed at the time of impound.

44. Any person claiming an impounded Animal shall present government issued identification to the Contractor or its staff.

45. Where an impounded Animal or Aggressive Dog has not been claimed by an Owner within 72 hours of impoundment, the Contractor is authorized to sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog.

PART 12 – FULL RIGHT AND TITLE

46. The purchaser of an Animal 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 Former Owner of the Animal shall cease upon the purchase.

PART 13 – MUNICIPAL TICKETS AND VIOLATION TICKETS

47. Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw:

    a) he or she may serve upon the person a Municipal Ticket allowing payment of the specified fine as set out in Schedule "C" 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) he or she 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.

48. An Officer may, but is not required to, issue a Municipal Ticket before issuing a violation ticket under the Provincial Offences Procedure Act.

49. A Municipal Ticket shall be deemed to be sufficiently served if:

    a) served personally on the Owner of the Animal or Aggressive Dog, or left at the Owner's residence; or
    b) mailed to the address of the Owner of the Animal or Aggressive Dog.

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

PART 14 – CONTINUING OFFENCES

51. 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 not less than that established by this Bylaw for each such day.

PART 15 – SUMMARY CONVICTION

52. 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 "C" 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 "Court" or no penalty specified in Schedule "C", is guilty of an offence and is liable on summary conviction to a fine of not less than five hundred dollars ($500.00) and not more than ten thousand dollars ($10,000.00) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

PART 16 – EXEMPTION FOR POLICE SERVICE DOGS

53. This Bylaw does not apply to an RCMP Service Dog while it is in Active Service.

PART 17 – PROOF OF LICENSE AND AGE OF ANIMAL

54. 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 License for an Animal or Aggressive Dog;

b) an Animal or Aggressive Dog is under 3 months of age; and
c) the length of time an Animal has been in the Town is less than 30 days in a calendar year.

PART 18 – CERTIFIED RECORDS OF TOWN

55. A copy of a record of the Town, 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.

PART 19 - SEVERABILITY

56. 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.

PART 20 – ANNUAL LICENSE FEES

Refer to Schedule "A"

PART 21 – SPECIFIED PENALTIES

Refer to Schedule "C"

PART 22 – CAT AND SKUNK TRAPS

Refer to Schedule "D"

PART 23 - RESINDED

That Bylaw 1148/12 is hereby rescinded.

PART 24 - EFFECTIVE DATE

That this Bylaw comes into effect on the date of final passing thereof.

READ for the first time this 8th day of July, A.D. 2014.

(RES. 203/14)

MAYOR MELODIE STOL

CAO MYRON THOMPSON

READ for the second time this 22ND day of July, A.D. 2014.

(RES. 213/14)

MAYOR MELODIE STOL

CAO MYRON THOMPSON

READ for the third and final time this 22ND day of July, A.D. 2014.

(RES. 214/14)

MAYOR MELODIE STOL

CAO MYRON THOMPSON

TOWN OF BLACKFALDS
BYLAW 1181/14

SCHEDULE "A"

ANNUAL LICENSE FEES	Amount
1. Unaltered Animal - Male or Female	$ 60.00
2. Altered Animal - Neutered Male or Spayed Female	$ 45.00
3. If the License fee is paid prior to January 31st of the year, it shall be reduced to: a) Unaltered Animal - Male or Female b) Altered Animal - Neutered Male or Spayed Female c) Aggressive Dogs	 $ 30.00 $ 15.00 No fee reduction
4. Unaltered Aggressive Dog - Male or Female	$150.00
5. Altered Aggressive Dog - Neutered Male or Spayed Female	$125.00
6. The Owner of any Animal or Aggressive Dog must provide confirmation from a Veterinarian that the Animal or Aggressive Dog has been spayed or neutered to obtain a License for an Altered Animal or Aggressive Dog.	
7. The replacement cost for a lost Tag is six ($6.00) dollars.	$6.00
8. If an Owner is a new resident to the Town or is a first time Animal Owner, the License fee will be as set out as in Schedule A - 3.	
9. There shall be no pro-rating on License fees.	

SCHEDULE "B"

AGGRESSIVE DOG SIGNAGE

WARNING

AGGRESSIVE DOG ON PREMISES

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SCHEDULE C					
Specified Penalties					
			----------Fines----------		
Part	**Section**	**Offence**	**First**	**Second**	**Third and Subsequent**
3	3	Fail to license animal	$100.00	$200.00	$300.00
5	13(a)	Animal running at large	$100.00	$200.00	$300.00
5	13(b)	Animal on park or parkland where prohibited	$100.00	$200.00	$300.00
5	13(c)	Animal destroys/damages property	$100.00	$200.00	$300.00
5	14	Cat sprays/defecates/stalks birds	$100.00	$200.00	$300.00
5	15	Fail to confine animal in heat	$100.00	$200.00	$300.00
5	16	Dog/Aggressive dog barks or howls so as to disturb a person	$100.00	$200.00	$300.00
5	17	Fail to remove defecation	$100.00	$200.00	$300.00
5	18	Have more than 2 dogs	$100.00	$200.00	$300.00
5	19	Have more than 3 cats	$100.00	$200.00	$300.00
5	21	Allowing defecation to accumulate on property	$100.00	$200.00	$300.00
5	22	Tamper/spring/damage trap	$100.00	$200.00	$300.00
5	24	Exercise animal/aggressive dog while in motor vehicle	$100.00	$200.00	$300.00
5	25	Fail to carry leash in off lease area	$50.00	$200.00	$150.00
5	26	Fail to ensure collar and tag worn by animal	$100.00	$200.00	$300.00
5	27	Failing to remove animal exhibiting threatening behavior from an off leash area	$100.00	$200.00	$300.00
5	29(a)	Keeping or harboring exotic animals	$100.00	$200.00	$300.00
5	29(b)	Keeping or harboring wild animals	$100.00	$200.00	$300.00
5	29(c)	Keeping or harboring livestock	$100.00	$200.00	$300.00
6	30(a)	Aggressive dog not muzzled, under control and on leash	$200.00	$400.00	Court
6	30(b)	Aggressive dog not indoors, not supervised or in locked pen outdoors	$200.00	$400.00	Court
6	30(c)	Fail to display aggressive dog signage	$200.00	$400.00	$600.00
6	30(d)	Aggressive dog in off leash area	$200.00	$400.00	$600.00
6	30(e)	Aggressive dog running at large	$200.00	$400.00	$600.00
6	30(f)	Fail to notify of aggressive dog running at large	$200.00	$400.00	$600.00
6	30(g)	Fail to obtain aggressive dog license and tag	$200.00	$400.00	$600.00
7	31	Harbor more than 2 dogs/3 cats without required permit	$100.00	$200.00	$300.00
8	32(a)	Animal exhibits threatening behavior to person/animal	$200.00	$400.00	Court
8	32(b)	Animal bites, attacks or causes minor injury to animal	$200.00	$400.00	Court
8	32(c)	Animal bites, attacks or causes minor injury to person	$250.00	Court	Court
8	32(d)	Animal bites, attacks or causes severe injury to animal	Court	Court	Court
8	32(e)	Animal causes death to animal	Court	Court	Court
8	32(f)	Animal bites, attacks or causes severe injury or death to person	Court	Court	Court
8	33(a)	Aggressive dog exhibits threatening behavior towards a person or animal	$500.00	Court	Court
8	33(b)	Aggressive dog bites, attacks or causes minor injury to animal	$500.00	Court	Court
8	33(c)	Aggressive dog bites, attacks or causes minor injury to person	Court	Court	Court
8	33(d)	Aggressive dog bites, attacks or causes severe injury to animal	Court	Court	Court

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SCHEDULE C					
Specified Penalties					
			----------Fines----------		
Part	**Section**	**Offence**	**First**	**Second**	**Third and Subsequent**
8	33(e)	Aggressive dog causes death to animal	Court	Court	Court
8	33(f)	Aggressive dog bites, attacks or causes severe injury or death to person	Court	Court	Court
10	36(a)	Interfere with Officer	$500.00	$500.00	$500.00
10	36(b)	Unlock/unlatch vehicle where animal is confined	$500.00	$500.00	$500.00
10	36(c)	Remove/attempt to remove animal from officer	$500.00	$500.00	$500.00
10	36(d)	Refuse to provide identification to officer	$500.00	$500.00	$500.00
10	36(e)	Provide false or misleading information to officer	$500.00	$500.00	$500.00

SCHEDULE "D"

CONDITIONS AND PROCEDURES TO RENT CAT/SKUNK TRAPS

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 that they will treat the cat/skunk humanely.

3. The Complainant will be required to pay a $20.00 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 has been properly placed or set and if a cat/skunk has been trapped.

6. The Complainant shall not leave a trap set on his property unattended when absent from the property for any period of time of more than 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 his or her 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 the Complainant.

10. Any person renting a cat/skunk trap or the Animal Control Officer shall be responsible for trapping 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 will, if warranted after investigation, attend at the premises where the abuse has taken place and remove the cat/skunk and the trap forthwith.