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## AGENDA

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### 1. WELCOME AND CALL TO ORDER

- 1.1 Welcome and Call to Order
- 1.2 Review of Agenda

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### 2. LAND ACKNOWLEDGEMENT

- 2.1 In the spirit of Truth and Reconciliation, the Town of Blackfalds acknowledges that we are on Treaty 6 territory, the ancestral lands of Cree, Saulteaux (So-toe), Blackfoot, Métis, Dene (De-nay) and Nakota Sioux (Sue). We acknowledge all the many First Nations, Métis, Inuit, and non-status peoples whose footsteps have marked these lands since time immemorial.

We recognize the inherent relationships Indigenous communities have with this land and its creatures and commit to supporting reconciliation and healing. We honour the resilience, culture, and contributions of Indigenous peoples, past and present.

As we gather, we pledge to listen, learn, and take meaningful action toward a future based on mutual respect and understanding as we continue on our journey of truth and healing. We recognize that reconciliation is not a single act but a lifelong journey—one that requires accountability, humility, and the centering of Indigenous voices.

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### 3. DELEGATIONS

- 3.1 Legislative Update, Blaine Calkins, Member of Parliament for Ponoka–Didsbury

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### 4. BUSINESS

- 4.1 Report for Committee, Community Standards Bylaw Orientation
- 4.2 Request for Direction, Bylaw 1335.25 – Animal Control Bylaw

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### 5. CONFIDENTIAL

None

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### 6. ADJOURNMENT

**Future Meetings/Events:**

- Regular Council Meeting – February 24, 2026
- Regular Council Meeting – March 10, 2026

**MEETING DATE:** February 17, 2026**PRESENTED BY:** Blaine Calkins, Member of Parliament for Ponoka–Didsbury**SUBJECT:** Legislative Update**BACKGROUND**

Blaine Calkins, the Member of Parliament representing the Ponoka–Didsbury constituency, will appear before Council to provide a legislative update.

**ATTACHMENTS**

None

**APPROVALS**

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Kim Isaak,  
Chief Administrative Officer

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**MEETING DATE:** February 17, 2026  
**PREPARED BY:** Ken Morrison, Director of Emergency Management & Protective Services  
**PRESENTED BY:** Ken Morrison, Director of Emergency Management & Protective Services  
**SUBJECT:** Community Standards Bylaw Orientation

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## **BACKGROUND**

As part of the ongoing Council Orientation process Council will receive a Community Standards Bylaw Orientation.

## **DISCUSSION**

Administration is providing a Community Standards Bylaw Orientation on the bylaw as it currently is.

## **FINANCIAL IMPLICATIONS**

None.

## **ADMINISTRATIVE RECOMMENDATION**

That Standing Committee of Council consider the following motion:

1. That Standing Committee of Council receive the Community Standards Bylaw report and presentation for information as part of the ongoing Council Orientation process.

## **ALTERNATIVES**

- a) That Standing Committee of Council refer the Community Standards Bylaw Orientation back to Administration for additional information.

## **ATTACHMENTS**

- *Community Standards Bylaw*
- *Community Standards Bylaw Presentation*

## **APPROVALS**



Kim Isaak,  
Chief Administrative Officer



Department Director/Author



**TOWN OF BLACKFALDS  
BYLAW 1220/18**

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**BEING A BYLAW OF THE TOWN OF BLACKFALDS, IN THE PROVINCE OF ALBERTA, FOR  
THE PROTECTION, SAFETY, HEALTH AND WELFARE OF PEOPLE TO REGULATE CERTAIN  
ACTIVITIES IN ORDER TO PREVENT AND COMPEL THE ABATEMENT OF NOISE,  
NUISANCES, UNSIGHTLY PREMISES, PUBLIC DISTURBANCES**

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A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26.1 of the Revised Statutes of Alberta, 2000 and amendments thereto, for the purpose of establishing community standards.

WHEREAS the Municipal Government Act; (RSA 2000, c. M-26) authorizes a municipality to pass bylaws respecting the safety, health and welfare of people and protection of people and property;

AND WHEREAS the Municipal Government Act authorizes a municipality to pass bylaws respecting nuisances, including unsightly property and;

AND WHEREAS the Municipal Government Act authorizes a municipality to pass bylaws regarding the remedying of contraventions of bylaws;

AND WHEREAS it is desirable for regulations which affect neighborhood livability to be located, as much as possible, in one bylaw;

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

**PART 1 – TITLE**

**1** That this Bylaw shall be cited as the “Community Standards Bylaw”.

**PART 2 – INTERPRETATIONS AND DEFINITIONS**

**2** In this bylaw:

- a) **“Boulevard”** means that part of a road, usually at the center or sides of the lanes of travel for trees, grass, or flowers
- b) **“Bullying”** means repeated and hostile or demeaning behavior, actions or words (either verbal or written) by, or on behalf of, a person where the behavior is intended to cause harm, fear or distress to another individual, including physical harm, psychological harm or harm to the individual's reputation. Bullying may take the form of physical bullying, wherein physical contact or gestures without actual physical contact is made, verbal bullying which involves the spoken word; or written/social bullying which may be in the form of writing, video, along with available communication made through a social media platform.
- c) **“Child”** means a person who is under 12 years of age.
- d) **“Chief Administrative Officer”** means the Chief Administrative Officer as appointed by the Town of Blackfalds Council.
- e) **“Council”** means the Municipal Council of the Town of Blackfalds.
- f) **“Curfew period”** means the period of time between 11:00 p.m. of one day and 6:00 a.m. of the following day.
- g) **“Development Authority”** means the person or persons appointed by resolution of Council as per the current Land Use Bylaw.
- h) **“Drinking Establishment”** means an establishment where the primary purpose of which is the sale of alcoholic beverages for the consumption on the premises and the secondary purpose of which may include entertainment, dancing, the preparation and sale of food for consumption on the premises, take-out food services and the sale of alcoholic beverages for consumption away from the premises. A drinking establishment includes any premises in respect of which a “Class A” liquor license has been issued and where minors are prohibited by the terms of the license.
- i) **“Graffiti”** means the defacement or disfigurement of any Property or object through the performance of any of the following acts:
  - i. the application of any substance, including paint, ink, stain or whitewash



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to any surface: or

- ii. the affixing of any substance, including paper, fabric or plastic by any form of adhesion which does not remove cleanly when pulled away from the applied surface; or
- iii. the marking, scratching, etching or other alteration or disfigurement of any surface to any property, without permission of the owner, which results in a visual effect commonly referred to as "graffiti".

j) **"Guardian or parent"** means the actual parent, guardian or foster parent of a child and shall include any other person 18 years of age or over having the care and control of a child.

k) **"Noise/nuisance"** means any sound/activity or use upon any property, that is reasonably likely to annoy, disturb, injure, endanger or detract from the comfort, repose, health, peace or safety of any other person and which may be offensive to any person and may have a detrimental impact upon any person or property in the neighborhood.

l) **"Panhandling"** means personal and direct solicitation by a person for gratuitous donations of money, food or goods of any kind, or the exchange of money, food or goods, or an unsolicited service of any kind for money from any member of the public but does not include a solicitation allowed or authorized pursuant to the Charitable Fundraising Act, or any other legislation permitting the solicitation of charitable donations.

m) **"Peace Officer"** means a member of the Royal Canadian Mounted Police, a Peace Officer for the Province of Alberta and/or Town of Blackfalds or a Bylaw Enforcement Officer for the Town of Blackfalds.

n) **"Property"** includes land or buildings and real or personal property, as the context requires, whether privately owned or leased or owned or leased by the Town.

o) **"Public Place"** means any place, including privately owned or leased Property, to which the public reasonably has or is permitted to have access.

p) **"Sidewalk"** means that part of a road especially adapted to the use of or ordinarily used by pedestrians and includes that part of the outside of the curb line.

q) **"Youth"** means an individual 12 to 15 years of age.

**PART 3 – NOISE**

**3 General**

- 3.1 No person shall cause or permit any noise that annoys or disturbs, or is likely to annoy or disturb, the peace of any other person.
- 3.2 No person shall permit property that they own or control to be used so that noise from the property annoys or disturbs the peace of any other person.
- 3.3 No person shall yell, scream, or swear in any public place.
- 3.4 In determining what constitutes noise likely to annoy or disturb the peace of other persons, consideration may be given, but is not limited to:
  - a) type, volume and duration of the sound;
  - b) time of day and day of the week;
  - c) nature and use of the surrounding area.
- 3.5 No drinking establishment shall permit any noise to emanate from the premises of such drinking establishment such that it annoys or disturbs any person outside the boundary of the drinking establishment. Section 3 (4) of this Bylaw applies to this provision.
- 3.6 Where an area is designated by signs or other means as being an approved Seniors Housing no person shall:
  - a) carry on any noise-making activity in the area unless it cannot be carried on in some other area; or



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- (b) make or continue any noise or loud sound within the area.

**4 Industrial/Construction Noise**

- 4.1 Nothing in this bylaw shall prevent the continual operation or carrying on of an industrial activity where the activity is one which:
  - (a) is a permitted use as defined by the Land Use Bylaw; or
  - (b) is an approved discretionary use as defined by the Land Use Bylaw; or
  - (c) is a non-conforming, use as defined in the Municipal Government Act.
- 4.2 In the operation or carrying on of an industrial activity, the person operating or carrying on that activity shall make no more noise than is necessary in the normal method of performing or carrying on that activity.
- 4.3 With the exception of the activities referred to in Section 5 herein, unless permission from the Development Authority is first obtained, no person shall use, operate or allow to be used or operated any tools, machinery or equipment so as to create a noise, or disturbance which may be heard in a residential building between the hours of 10:00pm and 7:00am.

**5 Exceptions**

- 5.1 These provisions do not apply to work carried on by The Town of Blackfalds, or by a contractor carrying out the instructions of The Town of Blackfalds in the provision of essential services to the Town of Blackfalds.
- 5.2 These provisions do not apply to contractors carrying out snow removal from commercial or industrial site which are not adjacent to residential districts.
- 5.3 In the case of snow removal from commercial or industrial sites located adjacent to residential districts, and where in the reasonable opinion of the Development Authority it is necessary to do so to ensure the peace and quiet of residents, the Development Authority may require noise abatement practices including one or both of the following conditions:
  - (a) a requirement that snow not be removed between 12:00am and 5:00am.
  - (b) a requirement that snow be removed from a site in a sequence which is least disruptive to the peace and quiet of residents.

**PART 4 – NUISANCE, UNSIGHTLY PREMISES, GRAFFITI**

6 “Nuisance” for the purpose of this bylaw includes property in the neighborhood and any area adjacent to private property exclusive of areas that will be maintained by the Town. Without limiting the generality of the foregoing, the following are nuisance offences:

- (a) No owner or occupier of any Property shall fail to cut or otherwise maintain or control grass, weeds, shrubs, trees or other landscaping features on any Property, and on any boulevard that abuts or flanks the Property, including up to the centre of lanes or alleys at the rear or side of the Property. This includes maintaining and control of grass, weeds, etc. on the outside of any property that is bordered by a fence that may have been constructed by the developer and /or builder along a Municipal Reserve or park area.
- (b) No owner or occupier of any Property shall fail to maintain grass, weeds, shrubs or other landscaping features incidental to an approved landscaped area in a commercial, industrial, institutional, government, or multi-family development.
- (c) No owner or occupier of any Property shall fail to destroy restricted weeds, control noxious weeds, or prevent the spread or scattering of nuisance weeds on a Property and on any boulevard, which abuts or flanks the Property, including up to the center of the lands or alleys at the rear or side of the Property.
- (d) No owner or occupier of any Property shall fail to cut, remove, or otherwise fail to maintain or control the growth of trees or shrubs on a Property such as to cause, allow, or permit interference with, or obstruction of, the visibility of street signage, sidewalk and roadway clearance and visibility, or cause, allow or permit trees or shrubs to become a public safety hazard.
- (e) No owner or occupier of any Property shall fail to maintain a Property such

as to cause, allow, or permit the accumulation of any material creating unpleasant odours or attracting pests, or any animal remains, parts of animal remains, or animal feces, on a Property, and on any boulevard, which abuts or flanks the Property including up to the center of the lanes or alleys at the rear or side of the Property.

- (f) No owner or occupier of any Property shall fail to remove discarded or dilapidated furniture or household appliances, garbage, rubbish, packaging material, scrap metals, scrap lumber, tires, parts of machinery, equipment, appliances, or motor vehicle parts from the Property and on any boulevard, which abuts or flanks the Property including up to the center of the lanes or alleys at the rear or side of the Property.
- (g) A person shall not place, cause, or permit to be placed a refrigerator, freezer, or similar appliance on land the own or occupy unless effective measures have been taken to prevent the opening and closing of the appliance:
  - i. Through the complete removal of the door for the appliance or;
  - ii. The removal of the door handle mechanism if this prevents opening or closing the door.
- (h) No owner or occupier of any Property shall cause or permit the generation of excessive dust and permit such dust to escape from the Property, or from any boulevard which abuts or flanks the Property, including up to the center of the lanes or alleys at the rear or side of the Property.
- (i) No owner or occupier of any Property shall use any pesticide or herbicide which has significant detrimental or environmental effects on surrounding areas.
- (j) No owner or occupier of any Property shall fail to control or eliminate insect pests harmful to the growth and development of trees and shrubs or any vegetable or plant life.
- (k) No owner or occupier of any Property shall cause or permit the storage or accumulation of dilapidated or derelict vehicles, or the storage of unregistered vehicles on any residential or commercial site except vehicles that are stored in an approved accessory building.
- (l) No owner or occupier of any Property shall fail to maintain an accessory building, structure or fence such that it deteriorates, becomes unsightly or becomes a safety hazard.
- (m) No owner or occupier of any Property shall fail to fence or secure any excavation, drain, ditch or other depression such that it becomes a danger to public safety.
- (n) No owner or occupier shall fail to remove posters, signs, billboards, placards, writings or pictures upon any garbage receptacle, fence or wall on any Property where the same have accumulated and become dilapidated or unsightly.
- (o) No owner or occupier of any Property shall burn anything other than dry, untreated, clean wood in a residential wood fireplace or fire pit on any Property.

6.1 No person being the owner, agent of the owner, lessee or occupier of any Property within the Town, shall permit such Property, or the activities upon such Property, including any boulevard that abuts or flanks the Property, up to the center of the lanes or alleys at the rear or side of the Property, to be, or remain, a nuisance or safety hazard.

## 7 **Graffiti**

- 7.1 No person shall place or cause graffiti to be placed on any Property.
- 7.2 Every property owner shall ensure that graffiti placed on their Property is removed, painted over, or otherwise permanently blocked from public view within 24 hours.



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## **8 Construction Waste**

- 8.1 Each construction site shall have a waste container to ensure that waste construction materials are placed in the container to prevent the material from being blown away from the construction site.
- 8.2 No loose construction material is to be stored or accumulated on a construction site unless it is not capable of being blown around the construction area.

## **9 Repair of Motor Vehicles**

- 9.1 No person may conduct any repair work on motor vehicles, including mechanical repairs, auto body work, frame repair, collision repair, auto painting or modifications to the body or rebuilding of a motor vehicle, on any site in a residential district.
- 9.2 This prohibition shall not apply to routine maintenance work done on any vehicles owned, operated and registered in the name of the owner or occupant of premises, provided that:
  - (a) the work is done in a garage, driveway or parking pad of the premises;
  - (b) the activity does not create a nuisance or noise complaints from neighbourhood;
  - (c) there is no escape of offensive, annoying or noxious odours, fumes or smoke from the site;
  - (d) vehicle fluids oil, gasoline products or other hazardous materials are properly stored and disposed of and not swept or washed into lanes, streets, or down storm sewers;
  - (e) all discarded vehicle parts and materials are properly stored and disposed of from the site;
  - (f) no power washing of motor or power train is performed on the site;
  - (g) all building and fire code regulations are met.

## **10 Nuisance Enforcement**

- 10.1 The Development Authority may, after giving reasonable notice to the owner or occupier of the premises, enter upon the said premises and carry out an inspection under the authority of the current Municipal Government Act.
- 10.2 Upon completion of the inspection, the Development Authority may direct the owner or occupier of the property to:
  - (a) cease the activity which causes the nuisance;
  - (b) change the way in which such person is carrying out any activity;
  - (c) direct any person to take any action or measure necessary to compel the elimination or abatement of the nuisance, including:
    - (d) the removal of anything or matter from the property, which constitutes the nuisance; and
    - (e) the construction or installation of a garbage bin or enclosure or the repair of an existing garbage enclosure;
    - (f) enter into a cleanliness agreement in a form to the satisfaction of the Development Authority.
- 10.3 In any direction given under Section 10.2, the Development Authority must:
  - (a) specify the time within which such person must comply with the directions contained in the notice; and
  - (c) notify the owner or occupant that, if compliance with the notice is not affected within a specified time, the municipality will take the actions or measures specified in the notice to abate the nuisance, at the expense of the owner or occupier; and
  - (c) offer the owner or occupant of the property an opportunity to enter into any other voluntary agreement with the Town to keep the premises clean, tidy and free of nuisances.
- 10.4 Any person who refuses to allow an inspection of the premises under Section 10.1 is guilty of an offence.



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10.5 Any person who fails to comply with a direction made under Section 10.2 is guilty of an offence. Said offence will be subject to a fine as per the schedule attached and should the municipality be required to clean up or rectify the nuisance, there will be an additional Administration fee of \$500 in addition to any fines and costs associated with having to rectify the situation.

10.6 No person shall cause or permit or undertake any activity upon any Town property which is a nuisance.

**11 Littering**

11.1 No person shall place, deposit or throw or cause to be placed, deposited or thrown upon any Town property, including any street, lane, sidewalk, parking lot, park, public transportation vehicle, public transportation shelter, or other public transportation facility or other public place or water course:

- (a) a cardboard or wooden box, carton, container, or receptacle of any kind;
- (b) a paper, wrapper, envelope, or covering of any kind, whether paper or not, from food or confectionery;
- (c) paper of any kind, whether containing written or printed matter thereon;
- (d) any human, animal or vegetable matter or waste;
- (e) any glass, crockery, nails, tacks, barbed-wire or other breakable or sharp objects;
- (f) scrap metal, scrap lumber, tires, dismantled wrecked or dilapidated motor vehicles or parts therefrom;
- (g) any motor vehicle or any part of any motor vehicle which may, in whole or in part, obstruct any highway, street, lane, alley, bi-way or other public place;
- (h) dirt, filth or rubbish of any kind whether similar or dissimilar to the foregoing.
- (i) the dumping of garbage, grass cuttings, concrete, construction wrappers, etc. on any lots, lanes or roadways will not be allowed in all districts.

11.2 A person who has placed, deposited or thrown or caused to be placed or thrown anything or any matter mentioned in Subsection 11.1 upon any street, lane, sidewalk, parking place, park, public transportation vehicle, public transportation shelter, or other public transportation facility or other public place or water course shall forthwith remove it.

11.3 No person shall post or exhibit posters, signs, billboards, placards, writings or pictures upon any light standard, bench garbage receptacle or other signs on Town property.

**12 Urinating Spitting**

12.1 No person shall urinate or deposit any human waste in any public place or in any place to which the public is allowed access, other than a public washroom.

12.2 No person shall spit at any person or on any public or private property that they do not own.

**13 Flyers on Vehicles**

13.1 No person shall place, deposit or throw or cause to be placed, deposited or thrown upon or into any motor vehicle, which is parked on any street, lane, parking lot or other public place, any leaflet, pamphlet, poster, handbill, flyer or any paper containing printed or written matter, whether advertising or not, with the exception of any violation ticket or summons issued pursuant to lawful authority.

**14 Authority to Remove**

14.1 The Development Authority may authorize any Town employee, or other person, to remove and put in storage or destroy anything placed upon Town property in contravention of this bylaw.



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**PART 5 – FIGHTING/LOITERING, BULLYING, PANHANDLING, CURFEW**

**15 Fighting/Loitering**

- 15.1 No person shall participate in a fight or any physical confrontation in any public place or any place to which the public is allowed access.
- 15.2 No person shall be a member of an assembly of three or more persons in any public place or any place to which the public is allowed access where a peace officer has reasonable grounds to believe the assembly will disturb the peace of the neighborhood, and any such person shall disperse as requested by a peace officer.
- 15.3 No person shall loiter and thereby obstruct any other person in any public place.

**16 Bullying**

- 16.1 No person shall bully any person in any public place.
- 16.2 No person shall participate in or encourage by verbal or public means in the bullying of any person in any public place.
- 16.3 Any person who contravenes subsections 16.1 or 16.2 is guilty of an offence.

**17 Panhandling**

- 17.1 No person shall engage in panhandling.

**18 Curfew**

- 18.1 No Child and/or Youth under the age of 15 shall be in a public place during the Curfew period, being the time between 11:00pm of one day and 6:00am of the following day, unless accompanied by a parent or guardian.
- 18.2 No parent or guardian shall suffer, permit or allow any Child and/or Youth under the age of 15 who is in his or her custody, care or control to be in a public place during the Curfew period unless that child is accompanied by a parent or guardian.
- 18.3 Notwithstanding anything contained herein, it shall not be an offence under this bylaw for a Child and/or Youth under the age of 15 to be in a public place during the Curfew period while acting in the interests of an employer or voluntary organization or while returning home as soon as reasonably practical from an organized sporting or other event which has been supervised by an adult.
- 18.4 Any Child and/or Youth under the age of 15 in violation of Section 18 herein may be warned to go home by a Peace Officer. If after the warning, the Child refuses or fails to go home, he/she either may be taken to his/her home or a shelter by the Peace Officer.

**PART 6 – INTERFERENCE WITH A DEVELOPMENT AUTHORITY OR PEACE OFFICER**

- 19 Any person who, whether he or she is an owner/occupier of a property or a member of the public is guilty of an offence if he or she:
  - a) Refuses to provide identification (name, address, and date of birth) and proof thereof to the Development Authority or Peace Officer upon request.
  - b) Interferes with, or attempts to obstruct, a Peace Officer or Development Authority who is conducting an enforcement action within lawful authority.
  - c) Any person who provides false or misleading information to the Development Authority or Peace Officer.



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**PART 7 - MUNICIPAL TAG AND VIOLATION TICKET**

**20 Municipal Tag**

- a) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- b) A Municipal Tag may be issued to such person either personally or by mailing a copy to such person at his or her last known post office address and shall be:
  - i. In the form approved by the Chief Administrative Officer stating
  - ii. The name of the person
  - iii. The offence;
  - iv. The specified penalty established by this Bylaw for the offence;
  - v. That the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
  - vi. Any other information as may be required by the Chief Administrative Officer.
- c) Where a Municipal ticket is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence pay to the Town the penalty specified within the time period indicated on the Municipal Tag.

**21 Violation Ticket**

- a) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
- b) Notwithstanding Section 21 a), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedures Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- c) If a Violation ticket is issued in respect of an offence, the Violation Ticket may:
  - i. Specify the fine amount established by this Bylaw for the offence; or
  - ii. Require a Person to appear in court without the alternative of making a voluntary payment.

**PART 8 – PENALTIES**

**22** Any person who breaches any section of this Bylaw is guilty of an offence and liable to:

- a) payment of the penalty specified in *Schedule “A”* hereto for first, second and third offences; and
- b) for a penalty of not less than \$1000.00 and not more than \$10,000.00 for fourth and subsequent offences; and
- c) for any offence for which there is no penalty specified, to a penalty of not less than \$200.00 and not more than \$10,000.00;
- d) and in default of payment of any penalty, to imprisonment for up to 6 (six) months.

**23** A person who commits an offence may:

- (a) If a violation ticket is issued in respect of the offence; and
- (b) If the violation ticket specifies the fine amount established by this Bylaw for the offence, make a voluntary payment equal to the specified fine by delivering the violation ticket and the specified fine to the Provincial Court Office specified on the violation ticket.



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**PART 9 - SEVERABILITY**

24 The invalidity of any provision of this Bylaw shall not affect the validity of the remaining provisions.

**PART 10 - REPEAL**

25 That Bylaw 1142.12 is hereby repealed upon this Bylaw coming into effect.

**PART 11 - DATE OF FORCE**

26 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the first time this 26<sup>th</sup> day of June, A.D. 2018

(RES. 171/18)

Richard Poole  
MAYOR RICHARD POOLE

Myron Thompson  
CAO MYRON THOMPSON

READ for the second time this 24<sup>th</sup> day of July, A.D. 2018

(RES. 213/18)

Richard Poole  
MAYOR RICHARD POOLE

Myron Thompson  
CAO MYRON THOMPSON

READ for the third and final time this 24<sup>th</sup> day of July, A.D. 2018.

(RES. 214/18)

Richard Poole  
MAYOR RICHARD POOLE

Myron Thompson  
CAO MYRON THOMPSON

**Community Standards Bylaw 1220.18**  
**SCHEDULE A**



Offence	Section	Fine
<b>PART 3</b>		
<b>Make noise</b>	3.1	\$250.00
a) second offence		\$500.00
b) third offences		\$750.00
<b>Permit Noise from Property</b>	3.2	\$250.00
a) second offence		\$500.00
b) third offences		\$750.00
<b>Yelling, Screaming or Swearing</b>	3.3	\$250.00
a) second offence		\$50000
b) third offences		\$750.00
<b>Drinking Establishment making noise</b>	3.5	\$2,000.00
a) second offence		\$5,000.00
b) third offences		\$10,000.00
		0
<b>Industrial or construction noises</b>	4.1	\$250.00
a) second offence		\$500.00
b) third offences		\$750.00
<b>PART 4</b>		
<b>Permitting a nuisance on Private/Public Property</b>	6	\$250.00
a) second offence		\$500.00
b) third offences		\$750.00
<b>Placing Graffiti on property</b>	7	\$300.00
a) subsequent offence		\$750.00
<b>Failing to contain construction waste</b>	8	\$250.00
a) second offence		\$500.00
b) third offences		\$1,000.00
<b>Automobile repairs in residential district</b>	9	\$250.00
a) second offence		\$400.00
b) third offences		\$600.00
<b>Refusing to allow the Development Authority access to carry out an inspection</b>	10.4	\$500.00
<b>Failing to comply with direction of Development Authority</b>	10.5	\$500.00
a) second offence		\$750.00
b) third offences		\$1,000.00
<b>Where the Town must look after a clean – up of a nuisance or unsightly premise, the property owner will be responsible for all costs including an Administration fee as indicated</b>	10.5	\$500.00
<b>Nuisance upon Town property</b>	10.6	\$500.00
<b>Depositing litter on Town property</b>	11.1	\$500.00
a) second offence		\$750.00
b) third offences		\$1,000.00
<b>Failing to remove litter</b>	11.2	\$500.00
a) second offence		\$750.00
b) third offences		\$1,000.00
<b>Urinating or depositing human waste in a public place</b>	12.1	\$500.00
a) second offence		\$750.00
b) third offences		\$1,000.00
<b>Spitting</b>	12.2	\$150.00
a) second and subsequent offences		\$250.00
<b>Placing item on motor vehicle</b>	13.1	\$250.00

**PART 5**

<b>Fighting in a public place</b>	15.1	\$500.00
a) second offence		\$750.00
b) third offences		\$1,000.00

<b>Being a member of an assembly and failing to disperse as requested by peace officer</b>	15.2	\$250.00
a) second offence		\$500.00
b) third offences		\$750.00

<b>Loitering</b>	15.3	\$250.00
a) second offence		\$500.00
b) third offences		\$750.00

<b>Bullying</b>	16	
a) first offence by ages 17 and under		\$250.00
b) second and subsequent offences by ages 17 and under		\$500.00
c) first offence by ages 18 and over		\$500.00
d) second and subsequent offences by ages 18 and over		\$1,000.00

<b>Panhandling</b>	17	\$250.00
a) second offence		\$500.00
b) third offences		\$75000

<b>Breach of Curfew</b>	18	
a) first offence		\$250.00
b) second offence		\$500.00
c) third offence		\$750.00

<b>PART 6</b>		
<b>Interference with a Development Authority or Peace Officer</b>		\$500.00
a) second & subsequent offences - per occurrence		\$1000.00

<b>PART 8</b>		
Fourth & Subsequent Penalties as per Part 8	22	

**Town of  
Blackfalds**

**Community**

**Standards**

**Bylaw 1220/18**

**BLACKFALDS**  
ALBERTA



## Authority to create a Community Standards Bylaw

- ▶ The Municipal Government Act (MGA) provides the legal authority for the municipality to create a bylaw.
- ▶ Enacted under the Alberta MGA to protect the health, safety, and welfare of residents.



# Purpose of a Community Standards Bylaw

- ▶ **Regulating Property Maintenance**
- ▶ **Managing Public Nuisances**
- ▶ **Enhancing Safety and Security:**
- ▶ **Promoting Civic Pride**
- ▶ **Enforcement Mechanism**



# Managing Public Nuisances:

## Part 3 - Noise

### General

- ▶ No person:
- ▶ Shall cause or permit noise that annoys or disturbs or is likely to annoy or disturb the peace of any other person.
- ▶ Noise on property they own or control.
- ▶ Yell, scream, or swear in public.
- ▶ Considerations in determination:
  - ▶ A) type, volume and duration
  - ▶ B) Time of day, or day of the week
  - ▶ C) Nature of surrounding area.
- ▶ **Drinking Establishment:**
- ▶ Seniors Housing

# Part 3 - Noise General Cont.

- ▶ Industrial/Construction Noise:
- ▶ Exception - permitted use or approved discretionary use as defined under the Land Use Bylaw or is a non-conforming use as defined under the MGA.
- ▶ no more noise than is necessary in the normal method of performing the activity.
- ▶ Unless permission is obtained - no person - shall use or operate or allow to be used or operated any tools, machinery or equipment which creates a noise between the hours of 10:00 pm to 7:00 am
- ▶ Exceptions: T.O.B work or contracted work in provision of essential service to the Town.
- ▶ Contractors completing snow removal from commercial or industrial sites which are not adjacent to residential.





## Part 4 - Nuisance, Unsightly Premises, Graffiti

- ▶ “Nuisance” - includes property in the neighborhood and any area adjacent to private property exclusive of areas maintained by the Town.
- ▶ Yard Care: Responsibilities include managing long grass and weeds.
- ▶ **Nuisance Offences:**
- ▶ Failing to cut or otherwise maintain or control grass, weeds, shrubs, trees or other landscaping features, includes boulevard, up to the centre of lanes or alleys at the rear or side of properties, and maintaining these on the outside of the property bordered by a fence.
- ▶ Fail to maintain commercial, industrial, institutional, government or multi-family developments.
- ▶ Fail to destroy restricted weeds, control noxious weeds or prevent the spread or scattering of.
- ▶ Fail to maintain, such that interferes with signage, sidewalk and roadway clearance.



Wednesday, July 30  
#581



## Part 4 - Nuisance, Unsightly Premises, Graffiti Cont.



- ▶ Failing to maintain as to allow accumulation of any material creating an unpleasant odour attracting pests.
- ▶ Fail to remove discarded furniture, equipment, rubbish, scrap metals lumber motor vehicle parts etc.
- ▶ Refrigerator/freezer – removal of door of such appliance, or door handle mechanism.
- ▶ Dilapidated or derelict vehicle accumulation
- ▶ Fail to fence, or secure excavation, drain, ditch or other depression that becomes a danger.
- ▶ Fail to maintain accessory building, structure or fence.
- ▶ Essentially Property owners must ensure their land and buildings do not become "unsightly," which includes preventing the accumulation of garbage, animal waste, or junked vehicles.
- ▶ Yard Care: Responsibilities include managing long grass and weeds.
- ▶ Seasonal Duties: Sidewalks adjacent to private property must be cleared of snow and ice within 48 hours of snowfall.

# Part 4 - Nuisance, Unsightly, Graffiti

- ▶ No person shall place or cause graffiti to be placed on any property.
- ▶ Property owner must ensure graffiti is removed, painted over, or otherwise permanently blocked within 24 hours
- ▶ **Construction Waste:**
- ▶ **Each construction site shall have a waste container, to prevent material from blowing away**
- ▶ **No loose material that is capable of being blown away can be stored or accumulated on property.**



# Part 4 - Nuisance, Unsightly Premises, Graffiti Cont.

- ▶ Repair of Motor Vehicle:
- ▶ No person may conduct any repair work on motor vehicles on any site in a residential district.
- ▶ Exception is routine maintenance work, owned, operated and registered to owner or occupant.
  - ▶ Done in garage, parking pad of the premise
  - ▶ Doesn't create nuisance noise.
  - ▶ No offensive, annoying or noxious odours, fumes or smoke.
  - ▶ Fluids stored properly and disposed of, and waste not swept or washed into lanes.
  - ▶ All discarded parts properly stored and disposed of from site.
  - ▶ No power washing of motor or power train.

# Part 4 - Nuisance, Unsightly, Graffiti

- ▶ 11. Littering – No person shall litter upon any town property, including and street, lane, sidewalk, parking lot, park etc. – this includes material such as scrap metal, lumber, tires, grass clippings dirt, filth, rubbish, concrete, construction wrapper paper, human, animal or vegetable mater etc.
- ▶ 12. Urinating/Spitting: No person shall urinate or deposit any human waste in any public place or in any place the public is allowed.
- ▶ 13. Flyers on vehicles: not allowed
- ▶ 14. Authority to remove: The Development authority may authorize an employee to remove anything placed on town property contrary to the bylaw.



## Part 5 – Fighting/Loitering, Bullying, Panhandling, curfew



- ▶ **Fighting/Loitering**
- ▶ No person shall participate in a fight or physical confrontation in a public place.
- ▶ No person shall loiter thereby obstruct any person in any public place.
- ▶ **Bullying:** No person shall bully any person in any public place.
- ▶ No person shall participate in or encourage by verbal or public means in the bullying.
- ▶ **Panhandling:** No person shall engage in Panhandling.
- ▶ **Curfew:** youth/child under 15 in public place between hours of 11pm to 6:00 am. Without a parent or guardian.

# Community Standards Bylaw Enforcement & Compliance

- ▶ **Education First:** Municipal Enforcements primary goal is voluntary compliance. Officers often start with a conversation or a warning before issuing violation tickets.
- ▶ **Officers enforce proactively as well as responding to complaints, ensuring compliance of the Community Standards Bylaw.**
- ▶ **Fines:** Non-compliance can result in penalties, which often double for repeat offences within a 12- month period.

# Division Metrics

## Community Standards Bylaw

Municipal Enforcement  
2025 Summary

Categorized Incidents: 476  
Uncategorized Incidents: 31

)

Category (standardized)	Count	% of categorized
Unsightly property	422	88.7%
Noise complaint (general)	33	6.9%
Fail to maintain grass/shrubs	7	1.5%
Permit noise from property	4	0.8%
Graffiti	3	0.6%
Bullying / harassment (public spaces)	3	0.6%
Yelling / screaming / swearing	1	0.2%
Disposing litter on Town property	1	0.2%
Fail to contain construction waste	1	0.2%
Fail to remove litter (private property)	1	0.2%
Fail to control weeds (vacant lot)	1	0.2%

**MEETING DATE:** February 17, 2026

**PREPARED BY:** Ken Morrison, Director of Emergency Management & Protective Services

**PRESENTED BY:** Ken Morrison, Director of Emergency Management & Protective Services

**SUBJECT:** **Bylaw 1335.25 - Animal Control Bylaw**

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## **BACKGROUND**

Council gave first reading to Animal Control Bylaw 1335.25 at the June 10, 2025, Regular Meeting of Council.

The original Bylaw was adopted in 2014 and required several changes. Changes to the Bylaw included updated definitions, licensing provisions, new sections for both Guide and Service Dogs and Animal in Distress. In addition to these changes, the penalties schedule was updated to increase certain penalties.

“Running at Large” definition was discussed and a question was raised on whether the definition of factored in when a dog was on a leash and not under control by the owner, if it could still be considered “Running at Large”.

A decision was made to refer the Draft Bylaw to Legal Counsel for their review in its entirety.

Based on the legal review, the following changes have been made to Bylaw 1335.25.

### **Definitions**

- Removal of Animal as a definition.  
Animal, was used to define cat and dog. Based on the advice from legal counsel it was noted that it is very confusing to define Animal as only a Cat or Dog and recommended that it be removed and instead use Cat and Dog and define them. Based on this, Animal has either been replaced with Cat or Dog throughout the bylaw.
- Updated definition of Dangerous Dog.
- Emotional Support Animal definition removed.  
Emotional Support Dog was not included in the Bylaw, so legal counsel recommended that it be removed.
- Former Owner definition removed.  
Legal advised that if a term is only used once in a Bylaw, a definition is not required.
- Licence Inspector definition was added.
- Residential Kennel definition was deleted as it was only used once in the Bylaw.

- Owner definition was updated to reflect the noted changes in definitions to include cat and dog, and updates to dangerous dogs.
- Review Committee definition was added.

### **Dangerous Dog Licensing**

- New Section

### **Dangerous Dog Declaration**

- New section

### **Review of Dangerous Dog Declaration**

- New section

### **Part 17**

- Changed from Animal in Distress to Cat or Dog in Distress.

### **Updated Schedules**

- Schedules updated to reflect the applicable changes referenced throughout this report. to

In addition to the noted changes above, formatting and numbering were also updated to reflect the changes and new sections, as well as minor grammatical and spelling edits.

## **DISCUSSION**

Administration is recommending that Council give Second and Third reading to the Animal Control Bylaw as presented.

## **FINANCIAL IMPLICATIONS**

Some minor costs will be associated with the posting of the “no pets” signage at the entrance of facilities, as they will need to be updated with the new Bylaw number.

## **ADMINISTRATIVE RECOMMENDATION**

That Standing Committee of Council consider the following motion:

1. That Standing Committee of Council recommend that Bylaw 1335.25 proceed to a future Regular Meeting of Council, with amendments arising from the legal review adopted at Second or Third Reading as required.

## **ALTERNATIVES**

- a) That Standing Committee of Council recommend changes to Bylaw 1335.25 and recommend public engagement before being brought forward for Second Reading.

**ATTACHMENTS**

- *Draft Updated Bylaw 1335.25 Animal Control Bylaw*
- *Draft Redlined version of Bylaw 1335.25 Animal Control Bylaw*
- *Bylaw 1181/14 Animal Control Bylaw*
- *Bylaw 1287/23 Animal Control Amendment Bylaw*

**APPROVALS**

Kim Isaak,  
Chief Administrative Officer



Department Director/Author

**APPROVALS**

Kim Isaak,  
Chief Administrative Officer

Department Director/Author

**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.**

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26 of the Revised Statutes of Alberta, 2000 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, Chapter M-26 and amendments thereto, provides that a Council may pass 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 **“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 – LICENCING 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 Licencing 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 Licencing Inspector may declare a Dog to be a Dangerous Dog if the Licencing 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 Bylaw 1335.25, 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.
- 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 licenced 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 is 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 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;
- (c) is guilty of an offence.

**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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

(RES. )

**MAYOR LAURA SVAB**

**CAO KIM ISAAK**

READ for the second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

(RES. )

**MAYOR LAURA SVAB**

**CAO KIM ISAAK**

READ for the third time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

(RES. )

**MAYOR LAURA SVAB**

**CAO KIM ISAAK**

**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	\$100.00	\$200.00	\$300.00
4	4.1	Fail to Licence Dangerous Dog	\$200.00	\$400.00	\$600.00
8	8.1(a)	Cat/Dog Running at Large	\$100.00	\$200.00	\$300.00
8	8.1(b)	Cat/Dog on Park or Parkland where prohibited	\$100.00	\$200.00	\$300.00
8	8.1(c)	Cat/Dog destroys/damages property	\$100.00	\$200.00	\$300.00
8	8.2	Cat sprays/defecates/stalks birds	\$100.00	\$200.00	\$300.00
8	8.3	Fail to confine Cat/Dog/Dangerous Dog in heat	\$100.00	\$200.00	\$300.00
8	8.4	Dog/Guard Dog/Dangerous Dog barks or howls so as to disturb a person	\$100.00	\$200.00	\$300.00
8	8.5	Fail to remove Cat/Dog/Guard Dog/Dangerous Dog defecation	\$100.00	\$200.00	\$300.00
8	8.6	Have more than 3 Dogs	\$100.00	\$200.00	\$300.00
8	8.7	Have more than 3 Cats	\$100.00	\$200.00	\$300.00
8	8.9	Allow Cat/Dog/Guard Dog/Dangerous Dog defecation to accumulate on property	\$100.00	\$200.00	\$300.00
8	8.10	Person tamper/spring/damage animal trap	\$100.00	\$200.00	\$300.00
8	8.12	Exercise Cat/Dog/Dangerous Dog while in a motor vehicle	\$100.00	\$200.00	\$300.00
8	8.13	Fail to carry leash in off leash area	\$50.00	\$200.00	\$300.00
8	8.14	Fail to ensure collar and Tag worn by Cat/Dog/Guard Dog/Dangerous Dog	\$100.00	\$200.00	\$300.00
8	8.15	Failing to remove Cat/Dog exhibiting Threatening Behavior from Off Leash Area	\$100.00	\$200.00	\$300.00
8	8.16(a)	Keep/harbor Exotic Animal	\$100.00	\$200.00	\$300.00
8	8.16(b)	Keep/harbor Wild Animal	\$100.00	\$200.00	\$300.00
8	8.16(c)	Keep/harbor Livestock	\$100.00	\$200.00	\$300.00

9	9.1(a)	Cat/Dog/Guard Dog exhibits Threatening Behaviour to person/animal	\$200.00	\$400.00	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
10	10.1	Fail to have required permit for Kennel	\$100.00	\$200.00	\$300.00
11	11.1(a)	Guard Dog Running at Large	\$150.00	\$300.00	Court
11	11.1(b)	Guard Dog not within a securely enclosed fence	\$150.00	\$300.00	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	\$150.00	\$300.00	Court
12	12.1(a)	Dangerous Dog not muzzled, securely restrained and under control	\$200.00	\$400.00	Court
12	12.1(b)	Dangerous Dog not supervised outdoors or in locked pen	\$200.00	\$400.00	Court
12	12.1(c)	Failure to display Dangerous Dog sign	\$200.00	\$400.00	\$600.00

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	\$200.00	\$400.00	\$600.00
12	12.1(f)	Fail to maintain required liability insurance	\$200.00	\$400.00	Court
13	13.1(a)	Interfere with Officer	\$500.00	\$500.00	\$500.00
13	13.1(b)	Open vehicle where animal is confined	\$500.00	\$500.00	\$500.00
13	13.1(c)	Remove/attempt to remove animal from Officer	\$500.00	\$500.00	\$500.00
13	13.2(a)	Refuse to provide identification to Officer	\$500.00	\$500.00	\$500.00
13	13.2(b)	Provide false/misleading information to Officer	\$500.00	\$500.00	\$500.00
17	17.1	Cat/Dog/Guard Dog/Dangerous Dog in Distress	Court	Court	Court

**DRAFT**

**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.

**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.**

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26.1 of the Revised Statutes of Alberta, 2000 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, Chapter M-26 and amendments thereto, provides that a Council may pass 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, ~~probation~~ 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 ~~That this~~This Bylaw shall be cited as the “**Animal Control Bylaw**”.
- 1.2 The following Schedules shall form part of this Bylaw:
  - 1.2.1 Schedule “A” - ~~Annual~~ 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 and~~ Procedures ~~To to~~ Rent ~~a~~ Cat/Skunk ~~Traps Trap~~

**PART 2 – DEFINITIONS**

- 2.1 In this Bylaw:
  - (a) “**Altered**” means ~~an Animal~~ Cat or Dog that is spayed or neutered.
  - (b) “**Animal**” means ~~any Cat or Dog~~.
  - (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) “**Cat**” means ~~either~~ male or female of the feline family.
  - (e) “**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~~Cats and Dogs.
  - (f) “**Dangerous Dog**” means ~~a any~~ Dog of any age, including a Guard Dog that has been:
    - (a) ~~Without provocation, chased, attacked or bitten any person or other domestic animal causing physical injury and resulting in a conviction under this bylaw or the Public~~
    - (b) ~~Shown a propensity, disposition or potential to attack or injure, with provocation, other animals or humans,~~
      - (i) Been 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
    - (c) made the subject of an Order under the *Dangerous Dog Act*, or
    - (d) Threatened or created the reasonable apprehension of a threat to any person or other domestic animal.

(g)(f) **“Disabled Person”** means a person who has any degree of disability, except blindness or visual impairment, and is dependent on a Service Dog.

(h)(g) **“Distress”** for the purpose of this Bylaw, an animal means a cat or dog that is in distress if it is:

(a)(i) Depriveddeprived of adequate shelter, ventilation, space, food, water or veterinary care or reasonable protection from injuriousexcessive heat or cold;

(b)(ii) Injuredinjured, sick, in pain or suffering; or

(c)(iii) Abusedabused or subjected to undue hardship, privationdeprivation or neglect.

(i)(h) **“Dog”** means any male or female of the canine family.

(j) **“Emotional Support Animal”** means an Animal that provides comfort to a Non-Disabled Person. As they are not trained to perform a specific job or task, they do not qualify as Guide or Service Animals and do not receive the same rights or exceptions.

(k)(i) **“Exotic AnimalsAnimal”** 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”.

(l) **“Former Owner”** means the person at the time of impoundment who was the “Owner” of an Animal which has been subsequently sold or destroyed.

(m)(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 by unauthorized persons.

(n)(k) **“Guide Dog”** means a Dog trained as a guide Dog for to assist a blind person and having the qualifications prescribed by the Alberta Service DogsBlind Persons’ Rights Act and Service Dogthe regulations made thereunder.

(o)(l) **“Justice”** has the meaningmeans as defined in the *Provincial Offences and Procedure Act*, RSA, 2000, c. P-34, and amendments thereto.

(p) **“Residential Kennel”** means the owning or harbouring of more than three (3) dogs over the age of three (3) months or 3 cats over the age of 3 months by the Owner or Occupier of a Dwelling in a residential Land Use District.

(q)(m) **“Leash”** means a restraint that is less than two meters in length and made of material capable of restraining the AnimalCat or Dangerous Dog on which it is being used.

(r)(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 AnimalCat, 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.

(s)(p) **“Livestock”** includes, but is not limited to:

(a)(i) Aa horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat;

(b)(ii) Domesticallydomestically reared or kept deer, reindeer, moose, elk or bison;

(c)(iii) Furfur bearing animals, including fox, coyote, wolf, weasels, or mink;

(d)(iv) Animalsanimals of the bovine species;

(e)(v) Animalsanimals of the avian species, including non-licensed chickens, ducks, turkeys, geese, or pheasants;

(f) Bees;

(vi) Allbees; and

(g)(vii) all other animals normally kept for agricultureagricultural purposes.

(t)(q) **“Minor Injury”** means any physical injury to a person or to a domestic animal or a person caused by an Animal a Cat, Dog, Guard Dog or Dangerous Dog, that results in minor bruising, 1 or 2 small puncture marks, scratch or tearing mark of the skin, bleeding, or any other injury that is not life threatening, disfiguring or debilitating.

(u)(r) **“Municipal Ticket”** means a municipal ticket issued on behalf of the Town for a violation under this Bylaw.

(v)(s) **“Muzzle”** means a device of sufficient strength placed over an Animal’s a Cat, Dog or Dangerous Dog’s mouth to prevent it from biting.

(w)(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.

(x)(u) **“Off Leash Area”** shall mean an area designated by the Town where an Animal a Dog is not required to be controlled by a Leash.

(y)(v) **“Owner”** includes any person, partnership, association, or corporation:

- (i) Owning, possessing, having charge of, or control over, any Animal;
- (ii) Harbouring Cat, Dog, Guard Dog, Dangerous Dog or any Animal;
- (iii) Suffering or permitting other animal, excluding any Animal to remain about their house or premises; and
- (i) 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 whom reside, either temporarily or permanently; and
- (d)(iv) any person named as an owner on a Licence for a Cat, Dog, Guard Dog or Dangerous Dog that has been used issued under this Bylaw.

For the purposes of this Bylaw, an Animal 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.

(z)(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 natural areas and Landscaped Areas 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.

(aa)(y) **“Police Service Dog”** means any Dog that is employed used by a Police Service 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.

(bb)(aa) **“Running at Large”** shall mean means any Animal Cat, Dog or Guard Dog off the premises of the Owner and - not on a Leash (as defined under this bylaw) or on a leash that is more than 2 metres in length held by a person without positive who is able to control of the Animal Cat, Dog or Guard Dog.

(cc)(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 regulations Qualifications Regulations.

(dd)(cc) “Severe injury” means any physical injury to a person, or to a domestic animal or a person caused by an Animal Cat, Dog, Guard Dog or Dangerous Dog, that results in severesignificant bruising, multiple punctures or lacerations, any 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.

(ee)(dd) “Tag” means a current metal, or other, tag issued by the Town to an Owner for  
- each AnimalCat, Dog, Guard Dog, or Dangerous Dog they own and a number recorded  
for with the Owner’s name.

(ff)(ee) “Threatening Behaviour” means behaviour that creates a reasonable apprehension ofa threat of harm and may include barking, growling, lunging, snarling, charging or chasing.

(gg)(ff) “Town” means the Town of Blackfalds.

(hh)(gg) “Unaltered” means not spayed or neutered.

(ii)(hh) “Wild animalAnimal” means an animal that is not domestic and of a wild nature or disposition.

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

- 3.1 Every person who owns, keeps or harbours an Animal, a Cat, Dog or Guard Dog or Dangerous Dog, whichthat is three (3) months of age, must obtain a Licence for each Animal 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 Animal, Cat, Dog, or Guard Dog or Dangerous Dog, the Owner will be provided with a Licence and a Tag.
- 3.3 TheA 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 revisedrevoked if the cheque is not accepted and cashed by the bank on which it was issued.
- 3.5 TheWhenever 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 AnimalCat, Dog, Guard Dog, or Dangerous Dog, for which it is issued at all times.
- 3.6 If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specifiedfee.
- 3.6 set out in Schedule “A”.
- 3.7 Once a Licence or Tag is issued by the Town, it is not transferable from one Animal to another, one Guard Dog to another or one Dangerous Dog to anotherany other Cat or Dog, and no refund will be made for any issued Licence or Tag.
- 3.8 Every person who fails to renewor purchase or renew a Licence, for any Animal, Cat, Dog or Guard Dog, Dangerous 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 or, a Service Dog pursuant to theBlind Persons’ Rights Act or the Service Dogs Act and to any or a Police Service Dog, provided that they are in receipt of the documentation providing evidence that the dog has received the required training and certification.

**PART 4 - DANGEROUS DOG LICENSING REQUIREMENTS FOR DANGEROUS DOGS**

4.1 The Owner of a ~~Dog that has been designated as a Dangerous Dog must shall~~ apply for a Dangerous Dog Licence and Tag immediately ~~within seven (7) days of the designation. If a person becomes upon becoming~~ the Owner of a ~~Dangerous Dog, or within the timeframe specified by the Licencing Inspector, after the Dog already designated as Dangerous, they must apply immediately upon taking ownership. The~~ has been declared a Dangerous Dog, whichever occurs first. A Dangerous Dog Licence must ~~then~~ be renewed ~~before~~, and payment of the applicable fee (set out in Schedule "A") must be made prior to January 31 of each ~~follow~~ subsequent year, as outlined in Schedule "A".

4.2 A Dangerous Dog Licence and Tag shall be issued to the Owner of a Dangerous Dog provided that the Owner has:

- ~~Completed completed~~ a Licence application in the form specified by the Town; ~~Paid~~
- ~~paid the specified annual applicable fee; set out in Schedule "A"; Supplied~~
- ~~supplied~~ proof satisfactory to the Town that the Owner has a locked ~~pen~~ ~~Pen~~ or enclosure ~~capable of preventing on the Owner's property that can prevent~~ the entry of any person except the Owner.

**PART 5 - ANIMAL CONTROL PROVISIONS DANGEROUS DOG DECLARATION**

The

5.1 The Licencing Inspector may declare a Dog to be a Dangerous Dog if the Licencing Inspector has reasonable grounds after investigation to believe that the Dog:

- ~~has a documented history of threatening, attacking, chasing or biting people or other animals;~~
- ~~has inflicted a Severe Injury upon a person or another animal;~~
- ~~has been the subject of an order or direction of a Justice pursuant to the *Dangerous Dogs Act*; or~~
- ~~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:

- ~~cause the Owner of the Dog to be served with a written notice that the Dog has been declared to be a Dangerous Dog;~~
- ~~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~~
- ~~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 Bylaw 1335.25, 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.

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**

5.18.1 The Owner of a Cat or Dog is guilty of an offence if the Animal such Cat or Dog:

(a) is Running at Large;

(b) is on Park or Parkland where Animals Cats or Dogs are prohibited by signs or where the Park or Parkland area contains playground apparatus and/or sand, rubber, or other materials utilized as a play area, unless that the Dog is a Service or Guide Dog, or a Service Dog;

(c) destroys or damages any public or private property.

5.28.2 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.

5.38.3 The Owner of a female AnimalCat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if he or she ~~is~~ the Owner does not keep such AnimalCat, Dog or Dangerous Dog housed and confined during the whole period it is in heat.

5.48.4 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.

5.58.5 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.

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

5.78.7 Any person who owns or occupies a dwelling (as defined in the Land Use Bylaw), is guilty of an offence ~~is if~~ they have more than three (3) Cats on any land which contains ~~or is permitted to under the Current Land Use Bylaw to contain~~a dwellingunit.

5.88.8 Sections 8.5.6 and 5.7 does8.6 do not apply to a premises lawfully used for the care and treatment of animals operated by a licensedlicenced veterinarian or a person in possession of a development permit to operate a Kennel or cattery as authorized by the Town's currentLand Use Bylaw.

5.98.9 The Owner of an Animala Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they allow the defecation of an Animal or Dangerous Dogsuch 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.

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

5.118.11 Any Owner of an Animala Cat or Dog in the Town for a period longer than 30 days in a calendar year is required to have a current Licence ~~for~~from the Town unless the Owner is visiting and the AnimalCat or Dog is licensedlicenced in another municipality.

5.128.12 A person is guilty of an offence if they exercise an Animala Cat, Dog, Guard Dog or Dangerous Dog ~~from~~while driving in a movingmotor vehicle.

5.138.13 The Owner of an Animala Dog is guilty of an offence if ~~he or she fail~~sthey fail to carry a Leash while with an Animala Dog in a designatedan Off Leash Area.

5.148.14 The Owner of an Animala Cat, Dog, Guard Dog or Dangerous Dog is guilty of an offence if they fail to ensure the AnimalCat, Dog, Guard Dog or Dangerous Dog wears a collar and Tag when the AnimalCat, Dog, Guard Dog or Dangerous Dog is off the Owner's premisesproperty.

5.158.15 The Owner of an Animala Dog is guilty of an offence if the AnimalDog 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 AnimalDog immediately from the Off Leash Area.

5.168.16 No person shall keep or ~~cause to be kept~~harbour:

- (a) Any Exotic Animal, including a venomous snake, reptile, insect or spider;
- (b) Any Wild Animal;
- (c) Any Livestock ~~on any property~~, unless the property is ~~designated~~zoned as an Agriculture District ~~as provided under~~in the ~~Town's current~~ Land Use Bylaw and has been approved for such use by the Development Officer and/or Municipal Planning Commission.

**PART 6 - GUIDE AND SERVICE DOGS**

~~14.1 Guide and Service Dogs shall be able to accompany a visually impaired or Disabled Person as outlined in the "Alberta Service Dogs Act", in all places where the public is normally allowed to go if:~~

- ~~(a) the Owner maintains control over the Dog through voice, signal, physical restraint, or other effective controls;~~
- ~~(b) the Dog is being treated as a working Dog, not a pet; and~~
- ~~(c) the Owner can provide documentation that the dog is trained as a Guide or Service Dog.~~

**9 - THREATEN, ATTACK OR BITE****PART 7 - OFFENCES APPLICABLE ONLY TO GUARD DOGS**

~~7.19.1 The Owner of a Cat, Dog or Guard Dog is guilty of an offence if such animal:~~

- ~~(a) Is not on the Owner's property and is not indoors, or if outdoors is confined in a securely enclosed fenced area, constructed to prevent the escape of the Guard Dog and capable of preventing the entry of young children. The fence shall have a minimum height of six (6) feet.~~
- ~~(b) Fails to display signs as specified in Schedule "B" of this Bylaw on the perimeter of the fence, warning of the presence of Guard Dogs.~~
- ~~(c) in a pen or enclosure capable of preventing the entry of any person except the Owner of the Guard Dog.~~
- ~~(d) Harbors the presence of a Guard Dog in any area outside of Commercial and Industrial Districts as identified in the Town's current Land Use Bylaw.~~
- ~~(e) Fails to obtain a Licence and Tag for the Guard Dog.~~

**PART 8 - OFFENCES APPLICABLE ONLY TO DANGEROUS DOGS**

~~8.112.1 The Owner of a Dangerous Dog is guilty of an offence if:~~

- ~~(a) the Dangerous Dog is not wearing a muzzle, under control and on a Leash held by a person who is capable of controlling the Dangerous Dog at all times when the Dangerous Dog is off the Owner's property;~~
- ~~(b) the Dangerous 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 a Dangerous Dog;~~
- ~~(c) within seven (7) days after the Dog has been designated as a Dangerous Dog, 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, a warning of the presence of a Dangerous Dog on the Owner's property;~~
- ~~(d) the Dangerous Dog is in a designated Off Leash Area;~~
- ~~(e) the Dangerous Dog is Running at Large;~~
- ~~(f) the Owner fails to immediately notify the Town and an Animal Control Officer if the Dangerous Dog is Running at Large;~~
- ~~(g) the Owner fails to obtain a Dangerous Dog Licence and Tag.~~

**PART 9 - RESIDENTIAL KENNEL**

9.1 Any person who owns, keeps or harbours more than three (3) Dogs and 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 Town's current Land Use Bylaw, is guilty of an offence.

**PART 10 - THREATEN, ATTACK OR BITE ANIMAL PROVISIONS**

9.1 The Owner of an Animal is guilty of an offence if the 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.

10.29.2 The Owner of a Dangerous Dog is guilty of an offence ~~is 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 11 - ADDITIONAL PENALTIES****A Justice, after convicting an**PART 10 - OFFENCES APPLICABLE ONLY TO GUARD DOGS****

10.1 The Owner of a Guard Dog is guilty of an offence ~~under this Bylaw, may 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 addition 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 the fine 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;

11.1(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, order one or more of the following: warning of the presence of a Dangerous Dog on the Owner's property;

(a)(d) the such Dangerous Dog ~~be~~ is in a designated as a Dangerous Dog Off Leash Area;

(b)(a) the Dog be euthanized;

(c)(a) the Owner be prohibited from owning any Dog for a specified period of time;

(e) the Owner fails to immediately notify the Town or an Officer if such Dangerous Dog is 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 1213 - INTERFERENCE WITH AN OFFICER**

12.113.1 Any person, whether or not they are the Owner of an ~~Animal or Dangerous Dog animal~~ which is being, or has been, pursued and or captured, is guilty of an offence if ~~they~~ such person:

(a) interferes with, or attempts to obstruct, ~~and~~ 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~~ animal to escape ~~there from; therefrom; or~~

(c) removes, or attempts to remove, any animal from the possession of an Officer.

13.2 Any person who:

(d)(a) refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request; or  
Provides

(e)(b) provides false or misleading information to an Officer.

(c) is guilty of an offence.

**PART 1314 - 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**

13.115.1 Any Officer or any designated Contractor ~~with the Town~~ may seize and impound:

(a) any ~~Animal~~ Cat, Dog, Guard Dog or Dangerous Dog ~~found~~ Running at Large;

(b) any ~~Animal~~ Cat, Dog, Guard Dog or Dangerous Dog not wearing a collar or Tag while off the premises of the Owner;

(c) any ~~Animal~~ Cat or Dog found on Park or Parkland ~~and~~ not under the direct control of the Owner;

(d) any female ~~Animal~~ Cat, Dog, Guard Dog or Dangerous Dog in heat ~~that is~~ not confined or housed.

13.215.2 Upon receiving an Animala Cat, Dog, Guard Dog or Dangerous Dog for impound, an Animal Control Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the AnimalCat, Dog, Guard Dog or Dangerous Dog.

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

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

13.515.4 Dogs. The Contractor shall not sell, euthanize or otherwise dispose of any impounded AnimalCat, Dog, Guard Dog or Dangerous Dog until the Animalsuch 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 Holidaysstatutory holidays. After the expiration of 72 hours, if the Owner has not claimed the impounded Animal, the AnimalCat, Dog, Guard Dog or Dangerous Dog, it becomes the property of the Contractor.

13.615.5 The Contractor may retain an Animala Cat, Dog, Guard Dog or Dangerous Dog for a period longer period than 72 hours if, in the opinion of the Contractor, the circumstances warrant the expense or they havethe Contractor has reasonable grounds to believe that the AnimalCat, Dog, Guard Dog or Dangerous Dog is a continued danger to persons, animals, or property.

13.715.6 Any healthy AnimalCat, Dog, Guard Dog or Dangerous Dog may be returned to theits 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 appropriateAnimalapplicable Licence fee on behalf of the Town if the AnimalCat, Dog, Guard Dog or Dangerous Dog is not licensedlicenced at the time of impoundment.

13.815.7 Any person claiming an impounded Animal shallCat, Dog, Guard Dog or Dangerous Dog must present government issued identification to the Contractor or its staff.

13.915.8 Where an impounded AnimalCat, 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 betheOwner and is authorized to sell, euthanize, or otherwise dispose of any impounded AnimalCat, Dog, Guard Dog or Dangerous Dog.

## **PART 1416 - FULL RIGHT AND TITLE**

14.116.1 The purchaser of an Animala 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 Former Ownerof the Animalperson 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 15 - ANIMAL17 - CAT OR DOG IN DISTRESS**

**15.117.1** No person shall in any way permit an Animal Cat, Dog, Guard Dog or Dangerous Dog to be in distress by:

- (a) causing any unnecessary physical pain to the Animal; or;
- (b) neglecting to provide food, potable water, care or shelter as is necessary to maintain the its good health of the Animal, or;
- (c) neglecting to provide the necessary treatment for an Animal Cat, Dog, Guard Dog, or Dangerous Dog, suffering from disease or injury, or;
- (d) harassing or tormenting such Animal it.

**15.217.2** If an Animal Cat, Dog, Guard Dog, or Dangerous Dog is in distress, and:

- (a) The Owner does not forthwith take steps that will to relieve its distress, or
- (b) The Owner cannot be found immediately and informed of the Animal's sits distress, an Officer may take any action they consider necessary to locate the Animal and relieve it the Cat, Dog, Guard Dog or Dangerous Dog's distress, including taking the Animal into custody, of it pursuant to the provisions of the Animal Protection Act.

#### **PART 1618 - MUNICIPAL TICKETS AND VIOLATION TICKETS**

**16.118.1** Where an Officer has reasonable grounds to believe that a person has contravened any provisions provision of this Bylaw:

- (a) (a) They may serve upon the person person with a Municipal Ticket allowing payment of the specified fine as set out in Schedule “CD” 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) (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.

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

**16.318.3** A Municipal Ticket shall be deemed to be sufficiently served if:

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

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

#### **PART 1719 - CONTINUING OFFENCES**

**17.119.1** 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 1820 - SUMMARY CONVICTION**

**18.120.1** 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 “C” 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 "Court" or no penalty, or "Court", specified in Schedule "C", is guilty of an offence andD", 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**

19.1 22.1 This Bylaw does not apply to a Police Service Dog while itsuch Dog is in Active Serviceactive service.

**PART 2023 - PROOF OF LICENCE AND AGE OF ANIMAL**

20.123.1 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 an Animala Cat, Dog, Guard Dog, Service Dog or Dangerous Dog;
- (b) a Cat or Dangerous Dog is under three (3) months of age;
- (c) the length of time an Animala Cat, Dog or Dangerous Dog has been in the Town is less than 30 days in a calendar year.

**PART 2124 - CERTIFIED RECORDS OF TOWN**

21.124.1 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 2225 - SEVERABILITY**

22.1 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 23-ANNUAL26 - LICENCE FEES**

23.126.1 Refer to Schedule "A".

**PART 2427 - SPECIFIED PENALTIES**

24.127.1 Refer to Schedule "D".

**PART 2528 - CAT AND SKUNK TRAPS**

25.128.1 Refer to Schedule "E".

**PART 2629 - REPEAL**

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

**PART 2730 - DATE OF FORCE**

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

READ for the first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

(RES. )

**MAYOR JAMIE HOOVER LAURA SVAB**

**CAO KIM ISAAK**

READ for the second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

(RES. )

**MAYOR JAMIE HOOVER LAURA SVAB**

**CAO KIM ISAAK**

READ for the third time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

(RES. )

**MAYOR JAMIE HOOVER LAURA SVAB**

**CAO KIM ISAAK**

**SCHEDULE "A"  
ANNUAL LICENCE FEES**

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

**SCHEDULE “B”  
GUARD DOG SIGNAGE**

# **WARNING**



**GUARD - DOG ON PREMISES**



**SCHEDULE "C"  
DANGEROUS DOG SIGNAGE**

# **WARNING**





# 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) "Former Owner" means the person at the time of impoundment who was the Owner of an Animal which has been subsequently sold or destroyed;
  - (j) "Justice" has the meaning as defined in the Provincial Offences and Procedure Act, R.S.A. 2000, c. P-34 and amendments thereto;
  - (k) "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;
  - (l) "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;
  - (m) "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;



## TOWN OF BLACKFALDS BYLAW 1181/14

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(n) "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. All other animals normally kept for agriculture purposes.

(o) "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.;

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

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

(r) "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;

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

(t) "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.

(u) "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;

(v) "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;

(w) "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;

(x) "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;

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

(z) "Unaltered" means not neutered or spayed;

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**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 31<sup>st</sup> 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.

## **TOWN OF BLACKFALDS BYLAW 1181/14**

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 5.6 and 5.7 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. Any person is guilty of an offence if they harbor, or keep any livestock on any property unless the property is designated as an Agriculture District as provide 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:

## **TOWN OF BLACKFALDS BYLAW 1181/14**

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- (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.



## TOWN OF BLACKFALDS BYLAW 1181/14

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34. Sections 8.1 and 8.2 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 OFFICE**

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 therefrom;
- (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

## **TOWN OF BLACKFALDS BYLAW 1181/14**

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.



## **TOWN OF BLACKFALDS BYLAW 1181/14**

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### **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"



## TOWN OF BLACKFALDS BYLAW 1181/14

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### PART 23 - RESINDED

That Bylaw 1148/12 is hereby rescinded.

### PART 24 - EFFECTIVE DATE

21 This Bylaw comes into effect on the date of final passing thereof.

READ for the first time this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(RES. )

**MAYOR MELODIE STOL**

**CAO MYRON THOMPSON**

READ for the second time this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(RES. )

**MAYOR MELODIE STOL**

**CAO MYRON THOMPSON**

READ for the third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(RES. )

**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 31 <sup>st</sup> of the year, it shall be reduced to:	
a) Unaltered Animal - Male or Female	\$ 30.00
b) Altered Animal - Neutered Male or Spayed Female	\$ 15.00
c) Aggressive Dogs	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.	
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 in paragraph 3 above.	
9. There shall be no pro-rating on License fees.	



**TOWN OF BLACKFALDS  
BYLAW 1181/14**

**SCHEDULE "B"**

**AGGRESSIVE DOG SIGNAGE**

# **WARNING**



**AGGRESSIVE DOG ON PREMISES**

**SCHEDULE "C"**

**Specified Penalties**

Section	Offence	First	Second	Third & Subsequent
3.7	Fail to license Animal	\$100.00	\$200.00	\$300.00
5.1(a)	Animal Running at Large	\$100.00	\$200.00	\$300.00
5.1(b)	Animal on Park or Parkland where prohibited	\$100.00	\$200.00	\$300.00
5.1(c)	Animal destroys/damages Property	\$100.00	\$200.00	\$300.00
5.2	Cat sprays/defecates/stalks birds	\$100.00	\$200.00	\$300.00
5.3	Fail to confine Animal in heat	\$100.00	\$200.00	\$300.00
5.4	Dog/Aggressive Dog barks or howls so as to disturb a person	\$100.00	\$200.00	\$300.00
5.5	Fail to remove defecation	\$100.00	\$200.00	\$300.00
5.6	Have more than 2 dogs	\$100.00	\$200.00	\$300.00
5.7	Have more than 3 cats	\$100.00	\$200.00	\$300.00
5.8	Allowing defecation to accumulate on property	\$100.00	\$200.00	\$300.00
5.9	Tamper/spring/damage trap	\$100.00	\$200.00	\$300.00
5.11	Exercise Animal/Aggressive Dog while in motor vehicle	\$100.00	\$200.00	\$300.00
5.12	Fail to carry leash in Off Leash area	\$50.00	\$100.00	\$150.00
5.13	Fail to ensure collar and tag worn by Animal	\$100.00	\$200.00	\$300.00
5.14	Failing to remove Animal exhibiting Threatening behavior from an Off Leash area	\$100.00	\$200.00	\$300.00
5.17	Keeping or harboring Livestock	\$100.00	\$200.00	\$300.00
6.1(a)	Aggressive Dog not muzzled, under control and on Leash	\$200.00	\$400.00	Court
6(1)(b)	Aggressive Dog not indoors, not supervised or in locked pen outdoors	\$200.00	\$400.00	Court
6(1)(c)	Fail to display Aggressive Dog signage	\$200.00	\$400.00	\$600.00



## TOWN OF BLACKFALDS BYLAW 1181/14

Section	Offence	First	Second	Third & Subsequent
6(1)(d)	Aggressive Dog in Off Leash area	\$200.00	\$400.00	\$600.00
6(1)(e)	Aggressive Dog Running at large	\$200.00	\$400.00	\$600.00
6(1)(f)	Fail to notify of Aggressive Dog Running at Large	\$200.00	\$400.00	\$600.00
6(1)(g)	Fail to obtain Aggressive Dog License and Tag	\$200.00	\$400.00	\$600.00
7.1	Harbor more than 2 Dogs/3Cats \$100.00 without required permit		\$200.00	\$300.00
8.1(a)	Animal exhibits Threatening behavior to person/animal	\$200.00	\$400.00	Court
8.1(b)	Animal bites, attacks or causes Minor Injury to animal	\$200.00	\$400.00	Court
8.1(c)	Animal bites, attacks or causes Minor Injury to person	\$250.00	Court	Court
8.1(d)	Animal bites, attacks or causes Severe Injury to animal	Court	Court	Court
8.1(e)	Animal causes death to animal	Court	Court	Court
8.1(f)	Animal bites, attacks or causes Severe Injury or death to person	Court	Court	Court
8.2(a)	Aggressive Dog exhibits Threatening behavior towards a person or animal	\$500.00	Court	Court
8.2(b)	Aggressive Dog bites, attacks or causes Minor Injury to animal	\$500.00	Court	Court
8.2(c)	Aggressive Dog bites, attacks or causes Minor Injury to person	Court	Court	Court
8.2(d)	Aggressive Dog bites, attacks or causes Severe Injury to animal	Court	Court	Court
8.2(e)	Aggressive Dog causes death to animal	Court	Court	Court
8.2(f)	Aggressive Dog bites, attacks or causes Severe Injury or death to person	Court	Court	Court



## **TOWN OF BLACKFALDS BYLAW 1181/14**

Section	Offence	First	Second	Third & Subsequent
10.1(a)	Interfere with Officer	\$500.00	\$500.00	\$500.00
10.1(b)	Unlock/unlatch vehicle where animal is confined	\$500.00	\$500.00	\$500.00
10.1(c)	Remove/attempt to remove animal from Officer	\$500.00	\$500.00	\$500.00
10.1(d)	Refuse to provide identification to Officer	\$500.00	\$500.00	\$500.00
10.1(e)	Providing false or misleading information to Officer	\$500.00	\$500.00	\$500.00

UNCERTIFIED COPY



## **TOWN OF BLACKFALDS BYLAW 1181/14**

### **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.

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO  
AMEND ANIMAL CONTROL BYLAW 1181/14**

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26.1 of the Revised Statutes of Alberta, 2000 and amendments thereto, for the purpose of amending Animal Control Bylaw No. 1181/14 to update the definition of "Livestock" to exclude licensed chickens.

WHEREAS, pursuant to Section 7 of the MGA, RSA 2000, Chapter M-26 and amendments thereto, authorizes Council of the Town of Blackfalds to enact bylaws 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 amend such a bylaw to exclude the prohibition of licensed chickens from the municipality.

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

**PART 1 – TITLE**

1.1 That this Bylaw shall be cited as the "**Animal Control Bylaw Amendments**".

**PART 2 – AMENDMENTS**

2.1 That Part 2 – DEFINITIONS, Section 2 l) is amended by deleting the definition for "Kennel" and replacing it with:

"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 3 dogs over the age of 3 months and/or 3 cats over the age of 3 months, regardless of 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;

2.2 That Part 2 – DEFINITIONS, Section 2 o) v. be amended by adding "(non-licensed)" after "chickens".

2.3 That Part 5 – ANIMAL CONTROL PROVISIONS, Section 18 be amended by deleting "...two (2)..." and replace it with "three (3)..."

2.4 That Part 7 – KENNELS, Section 31 be amended by deleting "...two (2)..." and replacing it with "...three (3)..."

2.5 That Part 7 – KENNELS, Section 31 be amended by adding "...and/..."

2.6 That Schedule C Specified Penalties, Part 5, Section 18 be amended by deleting "2" and replacing it with "3".

2.7 That Schedule C Specified, Part 7, Section 31 be amended by deleting "2" and replacing it with "3".

**PART 3 – DATE OF FORCE**

3.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the first time this 27<sup>th</sup> day of June, A.D. 2023.

**(RES. 208/23)**

-Original Signed-

**MAYOR JAMIE HOOVER**

-Original Signed-

**INTERIM CAO  
JUSTIN DE BRESSER**

READ for the second time this 11<sup>th</sup> day of July, A.D. 2023.

(RES. 232/23)

-Original Signed-

**MAYOR JAMIE HOOVER**

-Original Signed-

**INTERIM CAO**  
**JUSTIN DE BRESSER**

READ for the third and final time this 11<sup>th</sup> day of July, A.D. 2023.

(RES. 233/23)

-Original Signed-

**MAYOR JAMIE HOOVER**

-Original Signed-

**INTERIM CAO**  
**JUSTIN DE BRESSER**