

**BYLAW NO. 168  
ANIMAL CONTROL BYLAW**

**A BYLAW OF THE SUMMER VILLAGE OF POPLAR BAY, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REGULATING AND CONTROLLING ANIMALS.**

**WHEREAS, under the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, and amendments thereto, authorizes the Summer Village to regulate and control domestic animals and activities in relation to them by bylaw;**

**AND WHEREAS the Council of the Summer Village of Poplar Bay deems it advisable to adopt such a bylaw;**

**NOW THEREFORE the Municipal Council of the Summer Village of Poplar Bay duly assembled, enacts as follows:**

1. This Bylaw may be cited as the "Animal Control Bylaw".
2. DEFINITIONS:
  - a) "Administrator" means the Chief Administrator Officer of the Summer Village
  - b) "Animal" – does not include a human;
  - c) "Animal Shelter" - means the facility or facilities designated by the Summer Village from time to time as a facility for the impoundment and care of Animals subject to this Bylaw;
  - d) "At Large" - means an Animal which is or has been present at any place other than the property of the Animal's Owner and which is or was not being carried by any person or not otherwise restrained or under the physical control of a person by means of some form of Restraining Device securely holding that Animal but does not include a Dog when present in a designated off leash area;
  - e) "Bylaw Enforcement Officer" - means a Bylaw Enforcement Officer appointed by Municipal Council to enforce the provisions of this Bylaw and includes a member of the Royal Canadian Mounted Police and, when authorized, a Special Constable;
  - f) "Controlled Confinement - means when an Animal is confined in a pen, cage, building or other structure or securely tethered in a manner that will not allow the Animal to physically harm any person or Animal;
  - g) "Damage to Public or Private Property" - shall include the act of defecation or urination ;
  - h) "Dog" or "Dogs" - means a member or members of any domesticated canine species;
  - i) "Motor Vehicle" - means a Motor Vehicle as defined in the *Highway Traffic Act*, R.S.A. 1980, c.H-7, as amended or repealed and replaced from time to time.

- j) "Municipal Council" - means the Municipal Council of the Summer Village of Poplar Bay in the Province of Alberta;
- k) "Owner" - means a person:
  - i. who has the care, charge, custody, possession or control of the Animal;
  - ii. who owns or claims a proprietary interest in the Animal;
  - iii. who harbours, suffers, or permits an Animal to be present on any property owned or under his control, or
  - iv. who claims and receives an Animal from the custody of the Animal Shelter or a Bylaw Enforcement Officer;
- l) "Possession" - means a person who:
  - i. has physical or effective control of an Animal; or
  - ii. has transferred physical or effective control of an Animal to another person for the purpose of allowing that person to exercise control over that Animal for a period of time;
- m) "Property Owner" - means a person having a legal or equitable interest in any land, building or structure within the Summer Village, including any resident, tenant or occupier of such land or building;
- n) "Public Property" - means property owned by or under the control and management of the Summer Village and contained within the boundaries of the Summer Village;
- o) "Registered Veterinarian" – means a Registered Veterinarian as defined in the *Veterinary Profession Act*, R.S.A., c.V-3.1.
- p) "Restraining Device" - means any leash or other restraining system capable of allowing the Owner to maintain adequate control of the attached Animal, or if located on the property of the Owner, capable of retaining the Animal within the boundaries of the Owner's property.
- q) "Secure Enclosure" – means a building, cage, fenced area or other enclosure for the retaining of an Animal and which prohibits the Animal from jumping, climbing, digging or using any other means to exit the enclosure, and which is capable of prohibiting the entry of young children into the enclosure;
- r) "Serious Wound" – means an injury resulting from an Animal attack which causes a breaking of the skin or the flesh to be torn;
- s) "Summer Village" - means the Summer Village of Poplar Bay;
- t) "Vicious Animal" – means:

- i. any Animal with a known propensity, tendency or disposition to attack, without provocation, other domesticated Animals or humans;
  - ii. any Animal which has inflicted a Serious Wound upon another domestic Animal or human without provocation, but shall not include an Animal that has inflicted a Serious Wound upon a trespasser on the property of its Owner or any property controlled by its Owner; or
  - iii. in the case of Dogs, a Dog which has been the subject of an order or direction of a Justice, pursuant to the *Dangerous Dogs Act*, R.S.A. 1980, c. D-3, as amended or repealed and replaced from time to time;
- u) "Violation Ticket" – means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedure Act*, S.A. 1997, C. P-21.5, as amended, or repealed and replaced from time to time, and any Regulations thereunder.

### 3. GENERAL OFFENCES

- a) An Owner whose Animal is At Large is guilty of an offence;
- b) The Owner an Animal that barks, howls or otherwise makes such noise as to disturb the quiet or repose of any person is guilty of an offence;
- c) The Owner of an Animal that attacks or threatens any person is guilty of an offence;
- d) The Owner of an Animal that chases a Motor Vehicle, bicycle, person on horseback or person walking or running, is guilty of an offence;
- e) The Owner of an Animal that kills, attacks, injures, or otherwise harasses livestock, poultry, or other domestic Animal owned by another person, is guilty of an offence.;
- f) i. The Owner of an Animal which causes Damage to Public or Private Property within the Summer Village is guilty of an offence;
- ii. Where an Animal has defecated on any public or private property within the Summer Village other than the property of the Animal's Owner, the Owner shall be required to remove such defecation immediately, and failure to do so shall constitute an offence;
- g) Any person who interferes with, prohibits, or otherwise impedes a Bylaw Enforcement Officer in the performance of the Officer's duties under this Bylaw is guilty of an offence.

### 4. OFFENCES IN RELATION TO DOGS

- a) Where a Dog has been deemed to be a Vicious Animal under this Bylaw by written Notice to the Owner, the Owner of such a Dog shall ensure that the Dog remains, at all times, while on the property of the Owner, confined to a secure enclosure and not removed from such an enclosure unless secured to a Restraining Device under the

physical control of the Owner or person in possession of the Dog with the Owner's consent.;

- b) Any person violating Section 4(a) above is guilty of an offence;
- c) The Municipal Council may, at its discretion, require the Owner of a Dog which has been deemed Vicious under this Bylaw, to post a sign on the Owner's property where best seen, stating the presence of a "Vicious Dog";
- d) Where a Dog which has been deemed to be a Vicious Animal pursuant to this Bylaw is guilty of an offence under Section 3 of this Bylaw, the fine established pursuant to this Bylaw for that violation under Section 3 of this Bylaw may be doubled, where indicated in Schedule "A" of this Bylaw,
- e) i. Where in the opinion of the Municipal Council, on the advice of the Bylaw Enforcement Officer or Administrator a Dog is deemed a Vicious Animal as defined by this Bylaw, the Owner of the Dog shall be given written Notice of the determination by registered mail at the address shown on the Summer Village Tax Roll for that Owner.
  - ii. A Notice under subsection (i) above, shall include a summary of the applicable Bylaw provisions governing Vicious Animals.

#### 5. POWERS OF A BYLAW ENFORCEMENT OFFICER

- a) A Bylaw Enforcement Officer is authorized to capture and impound in an authorized Animal Shelter any Animal or Vicious Animal which is At Large. The Bylaw Enforcement Officer is further authorized to take any reasonable measure necessary to subdue any Animal, including the use of tranquilizer equipment and materials. If an Animal is in distress, whether or not as a result of enforcement actions taken pursuant to this Bylaw, the Bylaw Enforcement Officer may take the Animal to a Registered Veterinarian for treatment. Once treated, the Animal shall be transferred to the Animal Shelter;
- b) All costs and expenses incurred by the Summer Village as a result of veterinary treatment pursuant to Section 5(a) above, shall be recoverable from the Owner of the Animal as a lawful debt owed to the Summer Village;
- c) Animals impounded in the Animal Shelter shall be kept for a period of at least 72 hours. In the calculation of the 72 hour period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included;
- d) Where an Animal that has been impounded bears obvious identification tattoos, brands, marks, tags or licenses, the Animal must be kept by the Animal Shelter a minimum of 10 days from the date the Animal was impounded.

- e) During the period established in Section 5(c) or 5(d) above, the Animal may be redeemed by its Owner, except as otherwise provided in this Bylaw, upon payment to the Summer Village or its authorized agent of:
  - i. the impoundment fee as established at Schedule "A" of this Bylaw;
  - ii. the cost of any veterinary treatment provided in respect of the Animal pursuant to this Bylaw, or the *Animal Protection Act*, S.A. 1989, c. A-42.1, as amended, or repealed and replaced from time to time;
- f) At the expiration of the time period established at Section 5(a) above, the Municipal Council or its designate is authorized to:
  - i. offer the Animal for sale or as a gift;
  - ii. destroy the Animal in a humane manner;
  - iii. allow the Animal to be redeemed by its Owner in accordance with the provisions of Section 5(d) above; or
  - iv. continue to impound the Animal for an indefinite period of time or for such further period of time as the Bylaw Enforcement Officer, in his or her discretion, may decide.
- g) Proceeds of the Sale of an Animal shall be distributed in accordance with the priorities set by Section 7 of the *Animal Protection Act*.

## 6. PENALTIES

- a) Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable to a penalty as set out in Schedule "A" herein.
- b) Notwithstanding Section 6(a) of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence under this Bylaw, may be liable to an increased fine as set out in Schedule "A" of this Bylaw;
- c) Under no circumstances shall a person contravening any provision of this Bylaw be subject to the penalty of imprisonment.

## 7. VIOLATION TICKETS

- a) Where a Bylaw Enforcement Officer has reasonable grounds to believe that a provision of this Bylaw has been contravened, that Bylaw Enforcement Officer is authorized and empowered to issue a Violation Ticket pursuant to Part 2 of the *Provincial Offences Procedure Act*, S.A. 1988, c. P-21.5, as amended, or repealed and replaced from time to time, to any person who the Bylaw Enforcement Officer has reasonable grounds to believe is responsible for the contravention.

8. SEVERABILITY

- a) Should any provision of this Bylaw be determined invalid, then the invalid provision shall be severed and the remaining Bylaw shall be maintained.

9. EFFECTIVE DATE

- a) This Bylaw shall come into effect upon third and final reading thereof.

Read a first time this 26<sup>th</sup> day of June, 2002.

Read a second time this 31<sup>st</sup> day of July, 2002.

Read a third time and finally passed this 31<sup>st</sup> day of July, 2002.

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**Tim Carmichael, Mayor**  
**Summer Village of Poplar Bay**

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**Aleks Nelson, Administrator**  
**Summer Village of Poplar Bay**

## SCHEDULE "A"

### PENALTIES

VIOLATION BY ANIMAL:

VIOLATION BY VICIOUS ANIMAL:

| SECTION                    | First Offence                    | Subsequent Offence               | First Offence                    | Subsequent Offence               |
|----------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| 3(a)                       | \$ 50.00                         | \$ 100.00                        | \$ 100.00                        | \$ 200.00                        |
| 3(b)                       | \$ 50.00                         | \$ 100.00                        | \$ 100.00                        | \$ 200.00                        |
| 3(c)                       | \$ 150.00                        | \$ 300.00                        | \$ 300.00                        | \$ 600.00                        |
| 3(d)                       | \$ 50.00                         | \$ 100.00                        | \$ 100.00                        | \$ 200.00                        |
| 3(e)                       | \$ 150.00                        | \$ 300.00                        | \$ 300.00                        | \$ 600.00                        |
| 3(f)i.                     | \$ 50.00                         | \$ 100.00                        | \$ 100.00                        | \$ 200.00                        |
| 3(f)ii.                    | \$ 50.00                         | \$ 100.00                        | \$ 100.00                        | \$ 200.00                        |
| 4(b)                       | \$ 50.00                         | \$ 100.00                        | \$ 100.00                        | \$ 200.00                        |
| <b>**Veterinary Fees**</b> | <b>ALL FEES PAYABLE BY OWNER</b> | <b>ALL FEES PAYABLE BY OWNER</b> | <b>ALL FEES PAYABLE BY OWNER</b> | <b>ALL FEES PAYABLE BY OWNER</b> |