

BYLAW NO. 1166/2020

The Responsible Pet Ownership Bylaw

Being a Bylaw of the Village of Delburne, in the Province of Alberta,
to provide for licensing, regulating and confinement of Dogs and Cats.

WHEREAS, by virtue of the power conferred on it by the Municipal Government Act, C. M-26, 2000, as amended, the Council of the Village of Delburne, in the Province of Alberta, duly assembled enacts as follows:

NOW THEREFORE, the Council of the Village of Delburne in the Province of Alberta, duly assembled, enacts as follows:

PART ONE – TITLE

1. The Bylaw shall be cited as the “Responsible Pet Ownership Bylaw”

PART TWO – DEFINITIONS

2. In this bylaw, unless the context otherwise requires, the word, term or expressions:
 - a. “Altered” means neutered or spayed;
 - b. “Animal” means dog or cat;
 - c. “Animal Control Officer” means a person or firm engaged by the Municipality to administer and/or enforce the provisions of the 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/her independence, safety and mobility;
 - f. “Cat” means either male or female animal of the feline family;
 - g. “Cat License” means the numbered tag issues by the Village of Delburne on an annual basis;
 - h. “Contractor” means a person employed or under contract by the Municipality to enforce the provisions of this Bylaw and maintain and administer an impound facility for animals;
 - i. “Dog” means either a male or female animal of the canine family;
 - j. “Dog License” means the numbered tag issued by the Village of Delburne on an annual basis;
 - k. “Exotic Animals” means an animal not indigenous to Canada and not commonly kept as a household pet in Canada, whether or not such animal is a “wild animal” as defined herein;
 - 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. “Justice” has the meaning as defined in the Provincial Offences and Procedure Act, R.S.A. 2000, c, P-34 and amendments thereto;
 - n. “Kennel” means any place, owned by a person, group of persons or corporation engaged in a business of breeding, buying, selling, or boarding more than three dogs and/or three cats;
 - o. “Leash” means a restraint that is less than two meters in length and made of material capable of restraining an animal or aggressive dog on which it is being used;
 - p. “Livestock” includes but is not limited to:
 - i. A horse, mule, ass, swine, emu, ostrich, camel, alpaca sheep, or goat



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- ii. Domestically reared or kept deer, reindeer, moose, elk or bison
 - iii. Fur bearing animals including fox, coyote, wolf, weasels, or mink
 - iv. Animals of the bovine species
 - v. Animals of the avian species including chickens, ducks, turkeys, geese or pheasants
 - vi. Bees
 - vii. All other animals normally kept for agriculture purposes;
- q. "Minor Injury" means any physical injury to a domestic animal or 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;
- r. "Municipal Ticket" means a municipal ticket issued on behalf of the Municipality for a violation under this bylaw;
- s. "Muzzle" means a device of sufficient strength placed over an Animal or Aggressive 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. "Owner" includes any persons, partnership, association, or corporation:
- i. Owning, possessing, having charge of, or control over any animal
 - ii. Harboring an animal
 - iii. Suffering or permitting any animal to remain about his or her house or premises
 - iv. Any person whom a License has been issued under this Bylaw
 - v. For the purpose of this bylaw, an animal can have more than one Owner at the same time. Any, or all owners, may be charged with offences under this Bylaw;
- v. "Park or Parkland" means all recreational land areas owned or controlled by the municipality, lying within the municipality boundaries, and whether improved or in whole or in part, or in its natural state; and includes all buildings, or other improvements situated on these land areas;
- w. "Running at Large" shall mean any animal off the premises of the owner and not on a leash held by a person able to control the animal;
- x. "Severe Injury" means any physical injury to a domestic animal or person caused by an animal or aggressive dog that results in severe bruising, multiple punctures, or lacerations, any laceration requiring sutures or cosmetic surgery, broken bones, or other injury severe in nature;
- y. "Threatening Behaviour" means behaviour that creates a reasonable apprehension or a threat of harm and may include growling, lunging, snarling, charging, or chasing; and
- z. "Unaltered" means not neutered or spayed.

PART THREE – RESONSIBILITY OF THE OWNER

- 3.1 No more than three (3) dogs shall be kept or harboured at one time on land or premise occupied by their owners unless approval to operate a kennel is received by way of Development Permit from the Village of Delburne. Kennels will not be permitted in residential areas.
- 3.2 Puppies may be kept up to a maximum of four (4) months.
- 3.3 Dog runs may be constructed on private lots in lieu of fencing the total property. All regulations of this bylaw shall apply.
- 3.4 A female animal in heat shall be confined and housed on the property of the Owner or person having control over the animal in such a manner as to prevent male animals from accessing the female during the whole period that the animal is in heat.
- 3.5 If a dog defecates on any public or private property other than the property of its Owner, the Owner shall cause such defecation to be removed immediately. The owner shall be responsible for carrying the necessary apparatus to remove the offending substance.



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- 3.6 If a dog defecates on its owner's property to the extent that an excessive smell results, the owner shall immediately remove the defecation upon receipt of notice from a Peace Officer, Animal Control Officer or Health Authority having jurisdiction.
- 3.7 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.
- 3.8 a. No owner shall permit his or her dog to damage public or private property.
b. When public or private property is damaged by a dog, its owner shall be deemed to have breached the requirements of subsection (a) and is subject to fines outlined within this Bylaw.
- 3.9 a. No owner shall permit his/her dog on any school ground, playground, or parkland area.
b. Where a dog is found on a school ground, playground, or parkland area, the owner shall be deemed to have breached the provisions of subsection (a) and is subject to the fines outlined within this bylaw.
- 3.10 When a vicious dog is on the premises of its owner, it shall be kept confined indoors under the effective control of a person sixteen (16) years or older, or confined in a secured enclosed and locked pen, or other structure constructed and secured in such a fashion as to prevent the escape of the vicious dog, and to prevent the entry of a person unauthorized by the owner.
- 3.11 When a vicious dog is off the premises of the owner, it shall be securely muzzled and shall be either harnessed or leashed securely and under the direct control of a person sixteen (16) years or older to effectively prevent it from threatening or harassing any person. This requirement shall not apply when the vicious dog is confined in a pen meeting the requirements of (a) above.

PART FOUR – LICENSING PROVISIONS AND OFFENCES

- 4.1 Every person who owns, keeps, or harbours an animal or aggressive dog, which is four (4) months of age, or older must obtain a license for each animal or aggressive dog from the Village of Delburne yearly. Furthermore, any person who obtains an animal or aggressive dog during any point of the calendar year shall within 30 days of obtaining the animal or aggressive dog obtain a license from the Village of Delburne. Also, any person who moves into Delburne at any point during the calendar year with an Animal or Aggressive Dog shall within 30 days apply for a license from the Village of Delburne.
- 4.2 Dog licenses must be renewed each year that ownerships continues. Renewal of dog licenses is due or payable to the Village of Delburne on the first day of January in each year and shall be for the period of January 1st to December 31st, each year.
- 4.3 At the time of purchase of a license, the Owner shall record within the Municipality, their name, mailing address and physical address, if different from the mailing address. A description of the dog, including sex, breed, age, along with microchip or tattoo number, or other information pertaining to the dog as requested by the Municipality.
- 4.4 Upon payment of the current yearly licenses fee, the Municipality or its designate shall issue a license and a tag with a number and year on it to the Owner. Every Owner shall provide their dog with a collar to which the license tag shall be attached at all times, which shall be worn by the Animal or Aggressive Dog for which it is issued at all times.
- 4.5 Every person who fails to purchase a license, for any Animal or Aggressive Dog they own, on or before the 31st day of January in any year, shall be guilty of an offence and subject to the penalties provided for in this bylaw.
- 4.6 The license fee for each year or any part thereof for each dog shall be as outlined in Schedule "A" attached.
- 4.7 If a tag is lost or destroyed, the owner shall apply for a replacement, which shall be issued by the Village of Delburne upon presentation by Owner of a receipt showing payment of the license fee for the current year and upon payment of 50% of the original fee.
- 4.8 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.



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- 4.9 No refund shall be made on any paid dog license fee because of death, sale of dog, or upon the Owner leaving the Village of Delburne prior to the expiry date of the license.

PART FIVE – ANIMAL CONTROL PROVISIONS

- 5.1 The owner of an animal is guilty of an offence if the animal:
- a. is running at large
 - b. is on a park or parkland where animals are prohibited or where the park or parkland area contains a playground apparatus and/or a sand, rubber or other materials utilized as a play area.
 - c. destroys or damages any public or private property
- 5.2 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 or property.
- 5.3 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) dogs over the age of four (4) months on any land which contains, or is permitted under the Land Use Bylaw to contain a dwelling unit.
- 5.4 Section 5.3 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 Village's current Land Use Bylaw.
- 5.5 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.
- 5.6 A person is guilty of an offence if such person springs or otherwise tampers with or damages a live trap in which animals are being trapped, or have been trapped, so as to allow any animal to escape from the trap.
- 5.7 Any Owner of an Animal in the Municipality for a period of thirty (30) days in a calendar year is required to have a current license for the Municipality unless the Owner is visiting and the Animal is licensed in another Municipality.
- 5.8 A person is guilty of an offence if he or she exercises an Animal or Aggressive Dog while he or she is driving a motor vehicle.
- 5.9 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.
- 5.10 The Owner of a dog is guilty of an offence if such dog is in an area where signs prohibit the presence of dogs.
- 5.11 No person shall keep or cause to be kept:
- a. Any exotic animal, venomous snake, reptile, insect, or spider
 - b. Any wild animal
 - c. Any livestock on any property unless the property is designated as an Agriculture District provided under the municipality's Land Use Bylaw and has been approved for such by the Development Officer and/per Municipal Planning Commission.

PART SIX – THREATEN, ATTACK, OR BITE – ANIMAL PROVISION

- 6.1 The Owner of an Animal or Aggressive Dog 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. Bites, attacks, or causes severe injury or death to a person;
 - f. Causes death to a domestic animal
- 6.2 Section 6.1 applies to the conduct of an Animal or Aggressive Dog whether on or off the property of the Owner.



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PART SEVEN – ADDITIONAL PENALTIES

- 7.1 A Justice, after convicting an Owner of a dog of an offence under this Bylaw, may, in addition to the fine specified under the Bylaw, order one or more of the following:
- a. the dog be designated as an Aggressive Dog;
 - b. the dog be humanely euthanized;
 - c. the Owner be prohibited from owning any dog for a specified period of time.

PART EIGHT – INTERFERENCE WITH AN OFFICER

- 8.1 Any person, whether or not he or she 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 an 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 from there;
 - 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 NINE – IMPOUNDING ANIMALS

- 9.1 Any Officer or any designated Contractor with the municipality 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 and not confined or housed.
- 9.2 Upon receiving an Animal or Aggressive Dog for impound, the Animal Control Officer, or Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner or the Animal or Aggressive Dog.
- 9.3 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.
- 9.4 An Officer, including an Animal Control Officer is hereby authorized to use live traps, nets, or any other similar means to effect capture of animals or aggressive dogs. The municipality or its Contractor shall not be held liable for the death or injury of any Animal or Aggressive Dog.
- 9.5 The Contractor shall not sell, euthanize or otherwise dispose of any impound 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, Sunday's or Statutory Holidays. After the expiration of the seventy-two (72) hours, if the Owner has not claimed the impounded animal, the animal becomes the property of the Contractor.
- 9.6 Section 9.5 may be overruled if an impounded Animal or Aggressive Dog is deemed to be in the immediate and severe medical distress by a licensed veterinarian or other qualified animal health professional, whereas humane euthanasia is the only treatment option to end suffering.
- 9.7 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.
- 9.8 Any healthy animal may be returned to the owner during the seventy-two (72) hour period of impoundment upon payment of the Contractor costs of impoundment and boarding (as specified between the Municipality and the Contractor).
- 9.9 Any person claiming an impounded animal shall present government issued photo identification to the Contractor or its staff.



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

PART TEN – FULL RIGHT AND TITLE

- 10.1 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 ELEVEN – MUNICIPAL TICKETS AND VIOLATION TICKETS

- 11.1 Where an Officer has reasonable grounds to believe that a person has contravened any provision of the 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 Municipality or the Contractor on behalf of the Municipality in lieu of prosecution for the offence if paid with in twenty-one (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. 200, 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.
- 11.2 An Officer may, but is not required to issue a Municipal Ticket before issuing a violation ticket under the Provincial Offences Procedure Act.
- 11.3 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.
- 11.4 Penalties for a second, third, and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

PART TWELVE - SEVERABILITY

- 12.1 Should any provision of this Bylaw be invalid, then such invalid provision may be severed and the remaining Bylaw shall be maintained.

PART THIRTEEN – EFFECTIVE DATE

- 13.1 This Bylaw shall come into effect upon the passing of this bylaw.
- 13.2 This Bylaw shall rescind Bylaw 626, 851, 939, and 1095/2013.

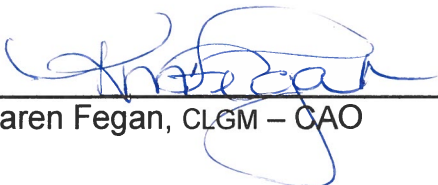
FIRST READING of Bylaw No. 1166/2020 granted this 13th day of October, 2020.

SECOND READING of Bylaw No.1166/2020 granted this 24th day of November, 2020.

THIRD AND FINAL READING, upon unanimous consent, of Bylaw No.1166/2020 granted this 11th day of May, 2021.



Bill Chandler - Mayor



Karen Fegan, CLGM – CAO



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Schedule "A"

Annual License Fees

Altered animal (spayed or neutered)	\$25.00
Unaltered animal (not spayed or neutered)	\$50.00

If the license fee is paid before January 31st of the year, or if an owner purchases a license before owning an animal for 30 days, or if an owner purchases a license within 30 days of moving into Delburne, the fees are as follows:

Altered animal (spayed or neutered)	\$15.00
Unaltered animal (not spayed or neutered)	\$30.00
The replacement cost for a lost tag is:	\$5.00



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SCHEDULE "B"

SPECIFIED PENALTIES

OFFENCE	FIRST	SECOND	THIRD AND SUBSEQUENT
Fail to license	\$200	\$400	\$600
Animal Running at Large	\$100	\$200	\$300
Animal on a Park or Parkland where Prohibited	\$100	\$200	\$300
Animal Destroys or Damages Property	\$100	\$200	\$300
Cat Sprays/Defecates/Stalks Birds	\$100	\$200	\$300
Fail to Confine an Animal in Heat	\$100	\$200	\$300
Dog Barks or Howls as to Disturb a Person	\$100	\$200	\$300
Have More than 3 dogs	\$100	\$200	\$300
Have more than 3 cats	\$100	\$200	\$300
Fail to Remove Defecation	\$100	\$200	\$300
Allowing defecation to accumulate on Property	\$100	\$200	\$300
Tampering/Spring/Damage Trap	\$200	\$400	\$600
Keeping or Harboring an Exotic Animal	\$100	\$200	\$300
Failure to ensure collar and tag are worn by animal	\$75	\$150	\$300
Keeping or Harboring wild or exotic animals, or livestock	\$200	\$400	\$600
Aggressive dog not muzzled, in control, and on a leash	\$200	\$400	\$600
Animal exhibits threatening behavior to person/animal	\$200	\$400	\$600
Animals bites, attacks or causes minor injury to animal	\$200	\$400	\$800
Animal bites, attacks or causes major injury to animal	\$500	\$1000	COURT
Animal bites, attacks or causes minor injury to person	\$500	\$1000	COURT
Animal bites, attacks, or causes severe injury or death to person	COURT	COURT	COURT
Animal causes death to animal	\$500	COURT	COURT
Refuse to provide identification to an officer	\$500	\$1000	COURT
Interfere with an officer	\$500	\$1000	\$1500
Unlock/Unlatch a vehicle where an animal is confined	\$500	\$1000	\$1500
Provide false or misleading information to an officer	\$500	\$1000	\$1500
Remove or attempt to remove animal from an officer	\$500	\$1000	\$1500

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SCHEDULE "C"

CONDITIONS AND PROCEDURES TO RENT CAT TRAPS

1. A residence of the Village of Delburne who finds a cat on its property may report a complaint to the Contractor and request a cat 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 trap. In order to obtain a cat trap, the Complainant must sign the form and agreement provided by the Contractor, and the Contractor will then provide a cat trap to the Complainant. The Contractor is responsible to have the Complainant sign a cat trap agreement stating that they will treat the cat humanely.
3. The Complainant will be required to pay a \$100.00 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. 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 of the trap to be replaced.
4. It will be the responsibility of the Complaint 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 is kept in a trap to a minimum. Traps are not to be set on weekends or when outside temperatures are constantly 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 has been properly placed or set and if a cat has been trapped.
6. The Complaint shall not leave a trap set on his property unattended when absent from the property for any period of time 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 the Contractor's office 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 within the Bylaw.
9. If a Complainant is disabled and therefore unable to pick up the cat trap, the Contractor deliver the trap to the Complaints property, and pick up the trap 72 hours later. No fee shall be charged to the Complaint.
10. Any person renting a cat 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 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 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 and the trap forthwith.

