

**MUNICIPALITY OF JASPER**  
**BYLAW # 126**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE LICENSING, REGULATION AND CONTROL OF DOMESTIC ANIMALS IN THE TOWN OF JASPER.**

**WHEREAS** the Municipality of Jasper has, through the Agreement for the Establishment of Local Government in Jasper, June 13<sup>th</sup>, 2001, authority for the regulation of Domestic Animals in the Town of Jasper; and

**WHEREAS** a Municipality may, pursuant to the *Municipal Government Act* (Alberta) pass Bylaws for the licensing, regulation and control of Domestic Animals;

**NOW THEREFORE** the Council of the Municipality of Jasper, in the Province of Alberta, duly assembled, hereby enacts:

**1. CITATION**

- 1.1 This Bylaw may be cited as Municipality of Jasper Bylaw #126, the “Jasper Domestic Animal Bylaw 2010”.
- 1.2 Municipality of Jasper Bylaw #116, the “Jasper Domestic Animal Bylaw 2009”, is hereby repealed.

**2. DEFINITIONS**

2.1 In this Bylaw:

- 2.1.1 “*Bylaw Enforcement Officer*” shall mean a person appointed by the Municipal Manager as a Bylaw Enforcement Officer pursuant to the provisions of the Jasper Municipal Enforcement Officer Bylaw;
- 2.1.2 “*Cat*” shall mean a Domestic Animal of the *Felidae* family.
- 2.1.3 “*Distress*” shall mean, in respect of a Domestic Animal, and animal which is:
  - 2.1.3.1 deprived of Adequate food, water, care or shelter;
  - 2.1.3.2 injured, sick, in pain or suffering; or
  - 2.1.3.3 abused or subjected to undue hardship, privation of neglect;
- 2.1.4 “*Dog*” shall mean a Domestic Animal of the *Canidae* family.
- 2.1.5 “*Domestic Animal*” shall mean an animal of a species of vertebrates or invertebrates that has been domesticated by humankind so as to live and breed in a tame condition or depends on humankind for survival.

- 2.1.6 “*Keep*” shall mean to own, possess, harbour, maintain or have control or custody of a Domestic Animal or other animal.
- 2.1.7 “*Keeper*” shall mean a person who owns, possesses, harbours, maintains or has control or custody of a Domestic Animal or other animal.
- 2.1.8 “*Kennel*” shall mean a facility for the breeding or Keeping of Dogs or Cats for commercial purposes.
- 2.1.9 “*Licence*” shall mean a permit issued under the provisions of this Bylaw for the Keeping of a Domestic Animal in the Town of Jasper
- 2.1.10 “*Livestock*” shall mean cattle, horses, sheep, pigs, goats or other animals commonly kept on farms or for agricultural purposes.
- 2.1.11 “*Municipal Manager*” shall mean the individual duly appointed to that position for the Municipality of Jasper at any given time and includes any person authorized to act for and in the name of that individual;
- 2.1.12 “*Municipality*” shall mean the Municipality of Jasper in Jasper National Park in the Province of Alberta;
- 2.1.13 “*Owner*” shall mean any Keeper of a Dog or Cat or other Domestic Animal, and the occupier of a house or premises, or where there are occupiers in a house or premises living in separate apartments or lodgings, or otherwise, the occupier of that particular part of the house or premises in which a Dog or Cat or other Domestic Animal is kept, harboured or permitted to live or remain unless he proves that he is not the owner of the Dog or Cat or other Domestic Animal and ‘Owner’ shall include any person who admits to the Poundkeeper ownership or control of an impounded Dog or Cat or other Domestic Animal.
- 2.1.14 “*Physical Control*” shall mean, in respect of a Domestic Animal, the animal is:
- 2.1.14.1 under immediate effective control of some person and restrained by a leash not exceeding three (3) metres in length; or
  - 2.1.14.2 in the case of a Dog or a Cat, restrained for a period not exceeding fifteen (15) minutes by a leash not more than one (1) meter in length provided always that such Dog or Cat is not out of compliance with any provisions of this Bylaw; or
  - 2.1.14.3 kept in a container, an enclosure or a motor vehicle; or
  - 2.1.14.4 in the case of a Dog, kept temporarily and in the presence of the Owner in an enclosure designated by Council as an area where a Dog may be unleashed.
- 2.1.15 “*Pound*” shall mean such place as may, from time to time, be established by Council for the impounding and Keeping of Domestic Animals in accordance with the provisions of this Bylaw.
- 2.1.16 “*Pound Keeper*” shall mean the Chief Bylaw Enforcement Officer of the Municipality of Jasper.

- 2.1.17 “*Restricted Dog*” shall mean any Dog determined by the Chief Bylaw Enforcement Officer to be a Vicious Dog.
- 2.1.18 “*Unprovoked Attack*” shall mean:
- 2.1.18.1 any incident in which, without provocation, any Dog while not on the property of its Owner bites any Person in the Town; and
  - 2.1.18.2 any incident in which, without provocation, any Dog while on the property of its Owner bites any Person who should reasonably expect safe and lawful entry to that property.
- 2.1.19 “*Run at Large*” shall mean any Dog, Cat or other Domestic Animal not under the Physical Control of a responsible and competent person when off the property of the Owner or Keeper.
- 2.1.20 “*Vicious Dog*” shall mean a Dog of any age or breed which when on or off the property of its Owner:
- 2.1.20.1 shows, without provocation, a propensity, disposition or potential to attack or injure other animals or humans;
  - 2.1.20.2 without provocation, chases persons who approach it;
  - 2.1.20.3 poses a continuing threat of serious harm to other animals or humans; or
  - 2.1.20.4 without provocation, has attacked persons or other animals.
- 2.1.21 “*Town*” and “*Town of Jasper*” shall mean the Town of Jasper as defined in the Agreement for the Establishment of Local Government in Jasper dated June 13<sup>th</sup>, 2001.
- 2.1.22 Words importing the masculine gender only also include the feminine gender where the context requires.
- 2.1.23 Words importing the singular only also include the plural where the context requires.

### **3. LICENSING OF DOGS AND CATS**

- 3.1 Every Owner of a Dog or a Cat within the Town of Jasper shall obtain a valid Licence and pay a Licence fee for said Dog or Cat as set out in Schedule ‘A’ attached hereto and every Owner of a Dog or Cat for which a valid Licence has not been obtained shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule ‘B’ attached hereto
- 3.2 All Licence fees are due and payable on or before January 1<sup>st</sup> of the year for which the Licence is valid and every Licence shall expire on December 31<sup>st</sup> of the year for which a Licence is issued.
- 3.3 Every Owner shall provide his Dog or Cat with a collar to which shall be attached the Licence tag for such Dog or Cat. The collar and tag shall be worn by such Dog or Cat at all times when such Dog or Cat is not on the Owner’s premises.

- 3.4 Each Licence issued pursuant to this Bylaw for a specified Dog or Cat shall not be transferred to any other animal.
- 3.5 In the case that a Licence tag is lost or damaged or becomes illegible, a new Licence tag may be issued upon payment by the Owner of the fee set out in Schedule 'A'.
- 3.6 Persons who, through lack of eyesight, require the assistance of a 'seeing eye' Dog shall, upon application, be issued a Licence for such Dog at no charge.

#### **4. CONTROL OF DOGS AND CATS**

- 4.1 Every Owner shall at all times Keep his Dog or Cat under Physical Control.
- 4.2 Council may from time to time designate an enclosure under its control as an area where a Dog in the presence of its Owner may be unleashed.
- 4.3 No Kennel shall be permitted on residential property in the Town.
- 4.4 No Owner of any Dog or Cat shall permit such Dog or Cat to Run at Large in the Town and any Owner who permits any Dog or Cat to Run at Large in the Town shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 4.5 No Owner of any Dog or Cat shall permit such Dog or Cat to run at or attack any person travelling on any public street or place in the Town, and any Owner of a Dog or Cat running at or attacking any person travelling on any public street or place in the Town shall be deemed guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 4.6 Upon hearing of any complaint under Section 4.5, the presiding Judge may, in addition to any other penalty, make an order directing any one or a combination of the following requirements:
  - 4.6.1 that the Owner of said Dog or Cat pay such damages as the complainant may have sustained;
  - 4.6.2 that the Owner of said Dog confine or muzzle such Dog for such period as the presiding judge may determine;
  - 4.6.3 that the Owner of said Dog or Cat forthwith deliver such Dog or Cat to the Poundkeeper who will forthwith arrange for the destruction of said Dog or Cat; and
  - 4.6.4 that the Owner remove such Dog or Cat from the Town.
- 4.7 Every person who fails to comply with an order pursuant to Section 4.6 is guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto for each day which he fails to comply with such an order.
- 4.8 The Owner of a female Dog in heat shall ensure that such Dog is Kept so as not to be an attractant to other Dogs and any Owner failing to Keep a female Dog in heat in a manner that such Dog is not an attractant to other Dogs is liable upon conviction to a fine as provided in Schedule 'B' attached hereto.

- 4.9 The Owner of a Dog or Cat which defecates on any public or private property other than the property of its Owner shall cause such defecation to be removed immediately and any Owner failing to immediately remove such defecation shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 4.10 No Owner shall permit his Dog or Cat to damage public or private property and where a Dog or a Cat damages public or private property the Owner of said Dog or Cat shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto and upon conviction shall make restitution for such damages to the owner of the damaged property.
- 4.11 No Owner shall permit his Dog to bark or howl excessively, and any Owner permitting his Dog to bark or howl excessively shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 4.12 No Owner shall permit his Dog or Cat to in any manner disturb the quiet of any person and any Owner permitting his Dog or Cat to in any manner disturb the quiet of any person shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 4.13 No Owner shall permit his Dog to enter or be present on the lands known as the Sonny Anderson Memorial Park and legally described as Lots 1 through 9, Block 33 in the Town of Jasper.

## **5. POUND OPERATION**

- 5.1 A Bylaw Enforcement Officer, a Municipal Compliance Officer or Peace Officer is authorized to capture and impound all Domestic Animals found contrary to the provisions of this Bylaw and all Domestic Animals which he finds wounded, Distressed, abandoned or diseased, and may capture such Domestic Animals through the use of a humane trap and by such other means as are deemed reasonable by the Municipal Manager.
- 5.2 In the event a Bylaw Enforcement Officer, a Municipal Compliance Officer or Peace Officer is required during the course of his duties to release a Distressed Domestic Animal from a locked vehicle, the cost of professional assistance in unlocking and entering such vehicle shall be a cost to the Owner of the Domestic Animal or to the Owner of the Vehicle if such Owner is not the Owner of the Domestic Animal.
- 5.3 Council shall establish a Pound for Keeping impounded Domestic Animals at a place or places approved by the Council and the Municipal Manager shall make all rules and regulations not inconsistent with this Bylaw pertaining to the conduct of the Poundkeeper and the administration of the Pound.
- 5.4 The Poundkeeper shall Keep all Domestic Animals impounded for a period of at least seventy-two (72) hours. The day of impounding, Saturdays, Sundays and statutory holidays shall not be included in the computation of the seventy-two (72) hour period. During this period, any healthy Domestic Animal may be redeemed by its Owner upon the Owner paying to the Municipality the appropriate fine where applicable, plus impoundment fees in the sum set out in Schedule 'A' hereto for every twenty-four (24) hour period or portion thereof that the Domestic Animal has been impounded plus where a Dog or Cat is required to be Licensed and is not Licensed, the appropriate Licence fee.

- 5.5 Upon impoundment of a Domestic Animal, the Poundkeeper shall make reasonable efforts to locate the Owner of the impounded Domestic Animal.
- 5.6 If at the expiration of seventy-two (72) hours, calculated as described in Section 5.3 herein, any impounded Domestic Animal has not been redeemed, the Poundkeeper may take such action as is necessary for the Domestic Animal to be donated, sold or destroyed.
- 5.7 The Poundkeeper shall provide forthwith Veterinarian care to any Domestic Animal which, upon or during impoundment, requires, in the Poundkeeper's sole discretion such care.
- 5.8 Any Domestic Animal which, upon or during impoundment, has received Veterinarian care may not be redeemed except upon payment to the Municipality of the cost of such care.
- 5.9 Any impounded Domestic Animal which appears to be suffering from any disease shall be held subject to the jurisdiction of the Health of Animals Branch of the Department of Agriculture for appropriate action under the *Health of Animals Act*.
- 5.10 Any person removing or attempting to remove any Domestic Animal from the possession of the Poundkeeper without payment of all fines and fees shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.

## **6. SPECIAL PROVISIONS FOR RESTRICTED OR VICIOUS DOGS**

- 6.1 Every Owner of a Restricted Dog within the Town of Jasper shall obtain a restricted Licence for said Restricted Dog and pay a Licence fee for said Restricted Dog as set out in Schedule 'A' attached hereto.
- 6.2 An Owner of a Restricted Dog shall maintain in force a policy of liability insurance in a form satisfactory to the Municipality providing third party liability coverage in a minimum amount of \$500,000.00 for injuries caused by the Owner's Restricted Dog and no Licence shall be issued for a Restricted Dog unless proof of such insurance coverage is provided to the Municipality with any application for a Licence and:
  - 6.2.1 the liability policy shall contain a provision requiring the insurer to immediately notify the Municipality in writing should the policy expire or be cancelled or terminated; and
  - 6.2.2 upon cancellation, expiry or termination of the liability policy the Restricted Dog Licence is null and void.
- 6.3 At all times while a Restricted Dog is on the premises of its Owner, the Owner shall Keep such Dog confined indoors or confined in a securely enclosed or locked pen or other structure constructed to prevent the escape of the Restricted Dog, and capable of preventing the entry of any person other than the Owner.
- 6.4 Any exterior enclosure containing a Restricted Dog shall have secure sides and a secure top, and if it has no bottom secured to the sides, the sides shall be embedded in the ground to a depth of not less than 0.3 meters.

- 6.5 When any Restricted Dog is off the premises of the Owner, the Owner shall securely muzzle such Dog, and harness or leash it securely so as to maintain immediate Physical Control and to effectively prevent such Dog from attacking or biting any person or animal.
- 6.6 Every Owner of a Restricted Dog which Runs at Large is guilty of an offence and is liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 6.7 Every Owner of a Restricted Dog shall prevent such Restricted Dog from attacking any person in any place in the Town, and every Owner of a Restricted Dog which attacks any person in any place in the Town, is guilty of an offence and is liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 6.8 Upon hearing of any complaint under Sections 6.1 through 6.7 inclusive herein, the presiding Judge may, in addition to any other penalty, make an order directing any one or a combination of the following requirements:
  - 6.8.1 that the Owner of said Restricted Dog pay such damages as the complainant may have sustained;
  - 6.8.2 that the Owner of said Restricted Dog forthwith deliver such Restricted Dog to the Poundkeeper who shall forthwith arrange for the destruction of such Restricted Dog; and
  - 6.8.3 that the Owner remove such Restricted Dog from the Town.
- 6.9 If a Bylaw Enforcement Officer or Peace Officer determines that a Dog is a Vicious Dog either through personal observation or after an investigation initiated by a complaint, he shall so advise the Chief Bylaw Enforcement Officer who shall determine by investigation if such Dog is a Vicious Dog and upon such determination shall, in writing:
  - 6.9.1 inform the Owner that his Dog has been determined to be a Vicious Dog;
  - 6.9.2 require the Owner to Keep such Dog in accordance with the provisions relating to Restricted Dogs as contained herein; and
  - 6.9.3 inform the Owner that the Owner of a Vicious Dog not kept in accordance with the provisions contained herein for the keeping of Restricted Dogs shall be guilty of an offence, liable upon conviction to a fine as provided in Schedule 'B' attached hereto, and liable upon conviction to the orders described in Section 6.8 herein.
- 6.10 Notwithstanding the provisions of section 2.1.19, the Chief Bylaw Enforcement Officer shall immediately declare a Dog to be a Vicious Dog when such Dog undertakes two confirmed Unprovoked Attacks in any period of twelve (12) consecutive months.
- 6.11 When any Dog has undertaken one (1) Unprovoked Attack the Chief Bylaw Enforcement Officer may order in writing the Owner of such Dog to take actions to prevent a further Unprovoked Attack, including but not limited to:
  - 6.11.1 requiring such Dog to be fitted with a muzzle at all times in the Town when such Dog is off the property of its Owner; and

6.11.2 requiring the Owner of such Dog to maintain on his property an enclosed pen or other structure constructed to prevent the escape of such Dog and of a character and state of repair satisfactory to the Chief Bylaw Enforcement Officer.

6.12 Any Owner failing to satisfy the requirements of an order issued pursuant to section 6.11 herein within seven (7) days of the receipt of such order shall be guilty of an offence and is liable upon conviction to a fine for each day of non-compliance as provided in Schedule 'B' attached hereto.

## **7. GENERAL PROVISIONS**

7.1 The Keeping of Domestic Animals is permitted within the Town of Jasper subject to the provisions of this Bylaw.

7.2 Every Owner shall at all times Keep his Domestic Animal under Physical Control.

7.3 No Owner shall Keep pigeons or rabbits in numbers greater than four (4).

7.4 No person shall Keep in the Town any Livestock other than for the purpose of attending a rodeo in the Town sanctioned by the Canadian Rodeo Association and in a location approved by the Municipal Manager.

7.5 Notwithstanding the provisions of Section 7.4, an Owner may ride or drive a horse:

7.5.1 in the Town for the purpose of operating a business during the normal operating hours of that business;

7.5.2 in the Town for the purpose of attending a rodeo in the Town sanctioned by the Canadian Rodeo Association; or

7.5.3 temporarily in the Town for purposes of parades authorized by the provisions of the Jasper Traffic Bylaw.

7.6 Other animals found within the Town in contravention of this Bylaw, which animals are not otherwise dealt with in this Bylaw and which are not wild animals indigenous to Jasper National Park, may be impounded and kept or destroyed by the Poundkeeper as if they were Domestic Animals.

7.7 Notwithstanding anything in this Bylaw, an Owner may Keep Livestock in the Town temporarily when such Livestock is confined in a vehicle intended for the transportation of Livestock and such vehicle is in transit through the Town.

7.8 No Owner shall permit his Domestic Animal to in any manner disturb the quiet of any person and any Owner permitting his Domestic Animal to in any manner disturb the quiet of any person shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.

7.9 Notwithstanding the provisions of Section 7.4 herein, Council may from time to time authorize the temporary presence of Livestock or other animals in the Town for the purpose of circuses or other special events.



- 7.10 No action shall be taken against any person acting under the authority of this Bylaw for damages, injury, destruction or other disposal of any Domestic Animal captured, impounded or otherwise in the care of the Municipality.
- 7.11 Any person who shall hinder, delay or obstruct any person or persons engaged in enforcing any provision of this Bylaw, or impounding any Domestic Animal liable to be impounded under the provisions of this Bylaw, shall, for each and every hindrance, delay or obstruction, be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 7.12 Any person who shall deliberately or wilfully and with malicious intent, injure, hurt or otherwise harm any Domestic Animal shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 7.13 In addition to the foregoing the Owner of a Domestic Animal shall ensure that such Domestic Animal shall not generally become a public nuisance and specifically shall ensure that such Domestic Animal not:
- 7.13.1 bite, bark, snarl, growl, attack or run at any Person or animal;
  - 7.13.2 bite, bark, snarl, growl, attack , run at or chase bicycles, automobiles or other vehicles;
  - 7.13.3 bark, howl or with other noise disturb any neighbours;
  - 7.13.4 cause damage to public or private property or to other animals; or
  - 7.13.5 upset any garbage receptacle or scatter the contents of any garbage receptacle
- and the Owner of such Domestic Animal becoming a nuisance in such fashion shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.
- 7.14 Where a Domestic Animal damages public or private property and the Owner of said Domestic Animal is found guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto, that Owner shall upon conviction make restitution for such damages to the owner of the damaged property.

## **8. DISEASE CONTROL**

- 8.1 In the event Council has reason to believe there is an outbreak or a threatened outbreak of rabies or any disease affecting any animal and which may be transmitted to human beings, Council may order and direct that all Owners shall securely and effectively confine and quarantine every Domestic Animal under their control, and any animal found Running at Large in contravention of this order shall be impounded, quarantined and examined by a veterinarian.
- 8.2 When an animal under quarantine has been diagnosed as rabid, or is suspected by a licenced veterinarian as being rabid, and dies while under such observation, the Poundkeeper shall immediately send the head of such animal to the appropriate health department for pathological examination and shall notify the Public Health Officer of reports, human contacts and the diagnosis made of the suspected animal.

- 8.3 During a period of rabies quarantine as herein mentioned, every animal bitten by an animal adjudged to be rabid shall be forthwith destroyed, or at the Owner's expense and option, shall be treated for rabies infection by a licenced veterinarian or held under quarantine by the Owner in the same manner as other animals are quarantined.
- 8.4 Except as provided herein or in any other applicable legislation, no person shall kill, or cause to be killed, any rabid animal, any Domestic Animal suspected of having been exposed to rabies, or any animal which has bitten a human, or remove the same from the Town without written permission from the Poundkeeper.
- 8.5 The carcass of any dead Domestic Animal exposed to rabies shall, upon demand, be surrendered to the Poundkeeper.
- 8.6 The Poundkeeper shall direct the disposition of any Domestic Animal found to be infected with rabies.
- 8.7 When, in the judgment of a licenced veterinarian an impounded Domestic Animal should be destroyed for humane reasons, such animal shall be destroyed.
- 8.8 No Person shall knowingly bring into or Keep in the Town or allow to be brought into or Kept in the Town a Domestic Animal having an infectious disease posing a danger of serious illness to other animals or humans.
- 8.9 Where a Domestic Animal in the Town shows symptoms of disease, the Chief Bylaw Officer may in writing require the Keeper of that animal to:
- 8.9.1 in respect of any Domestic Animal, produce a veterinarian's statement confirming that the animal is not contagious; or
- 8.9.2 in the case of a Dog or a Cat, produce a veterinarian's certificate or other evidence that the animal has been vaccinated against rabies, distemper or parvo virus;
- and any Keeper who fails to produce such statement or certificate not more than 96 (ninety-six) hours after being required in writing to do so by the Chief Bylaw Enforcement Officer shall be guilty of an offence and liable upon conviction to a fine as provided in Schedule 'B' attached hereto.

## **9. PENALTIES**

- 9.1 Any person who contravenes this Bylaw is guilty of an offence.
- 9.2 Persons having contravened certain sections of this Bylaw shall be liable for the penalties set out in such section or set out in Schedule "B" hereto.
- 9.3 A notice or form commonly called an Offence Ticket having printed wording approved by the Municipal Manager, may be issued by a Bylaw Enforcement Officer or Peace Officer to any person alleged to have breached any provision of this Bylaw, and the said notice shall require the payment to the Municipality of Jasper in the amount specified in this Bylaw or the regulations pursuant to the *Provincial Offences Procedure Act* (Alberta), as amended.

9.4 An Offence Ticket shall be deemed to be sufficiently served:

9.4.1 if served personally on the accused; or

9.4.2 if mailed to the address of the Owner or person accused.

**10. SEVERANCE**

10.1 If any provision herein is adjudged by a Court of competent jurisdiction to be invalid for any reason, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

**11. COMING INTO EFFECT**

11.1 This Bylaw shall come into force and effect on the final date of passing thereof.

11.2 If any provision herein is adjudged to be repugnant to any federal regulation or legislation, this Bylaw shall continue in full force and effect but any such repugnant provision shall be of no force or effect until such time as the repugnancy is removed by repeal or amendment of the federal legislation or regulation.

11.3 Notwithstanding Section 3.2 herein, the licensing provisions of this Bylaw shall come into force and effect on the first day of April following the repeal or amendment of the National Parks Domestic Animal Regulations 1998 and Licences sold from April 1<sup>st</sup> to December 31<sup>st</sup> of that year shall be charged at three-fourths of the Licence fees set out in Schedule "A" attached hereto.

**GIVEN FIRST READING THIS 19<sup>th</sup> DAY OF JANUARY, 2010 A.D.,**

**GIVEN SECOND READING THIS 19<sup>th</sup> DAY OF JANUARY, 2010 A.D.,**

**GIVEN THIRD AND FINAL READING THIS 2<sup>nd</sup> DAY OF FEBRUARY, 2010 A.D.,**

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Mayor

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Municipal Manager

**Schedule 'A'**  
**Fees**

<b>Item</b>	<b>Description</b>	<b>Amount</b>
1.	Annual Licence fee: Each intact Dog which is over six (6) months of age but less than nine (9) years of age	\$105.00
2.	Annual Licence fee: Each intact Dog which is less than six (6) months of age or over nine (9) years of age	\$30.00
3.	Annual Licence fee: Each Neutered or Spayed Dog for which an Owner has supplied a Veterinarian's Certificate certifying that such Dog has been neutered or spayed, as the case may be. The Veterinarian Certificate need only be supplied at the time the Owner makes his first application for a Licence. A copy of the said Veterinarian Certificate will be kept on file.	\$30.00
4.	Annual Licence fee: Each Restricted Dog	\$500.00
5.	Annual Licence fee: Each intact Cat which is over six (6) months of age but less than nine (9) years of age	\$100.00
6.	Annual Licence fee: Each intact Cat which is less than six (6) months of age or over nine (9) years of age	\$30.00
7.	Annual Licence fee: Each Neutered or Spayed Cat for which an Owner has supplied a Veterinarian's Certificate certifying that such Cat has been neutered or spayed, as the case may be	\$15.00
8.	Each new tag issued pursuant to Section 3.5	\$10.00
9.	Impound fees:	
	Upon impoundment	\$20.00
	Each day subsequent to impoundment	\$10.00

**SCHEDULE 'B'**  
**Penalties**

<b>Section</b>	<b>Description</b>	<b>Amount</b>
3.1	Possess a Dog or Cat for which a valid Licence has not been obtained.	\$100.00
3.3	Fail to provide a Dog or Cat with a collar to which is attached the Licence tag for such Dog or Cat.	\$50.00
4.1	Owner failing to Keep a Dog or Cat under Physical Control	\$50.00
4.3	Permitting a Kennel residential property.	\$500.00
4.4	Owner allowing a Dog or Cat to Run at Large.	
	First offence	\$50.00
	Second offence within 366 days of a previous offence	\$75.00
	Third and Subsequent offence within 366 days of any two previous offences	\$100.00
4.5	Owner permitting a Dog or Cat to run at or attack a person.	\$150.00
4.7	Fail to comply with an order pursuant to Section 4.6, per day.	\$100.00
4.8	Owner failing to ensure a female Dog in heat is not an attractant to other Dogs.	\$100.00
4.9	Owner of a Dog or Cat which defecates on any public or private property failing to immediately remove such defecation.	\$75.00
4.10	Owner permitting a Dog or Cat to damage public or private property.	\$150.00
4.11	Owner permitting a Dog to bark or howl excessively.	\$100.00
4.12	Owner permitting a Dog or Cat to disturb the quiet of any person.	\$100.00
4.13	Owner permitting a Dog to enter or be on the Sonny Anderson Memorial Park	\$100.00
<b>POUND</b>		
5.9	Improperly removing or attempting to remove a Domestic Animal from the Possession of the Poundkeeper.	\$250.00

**RESTRICTED DOGS**

6.1	Owner fails to obtain a valid restricted Licence and pay a Licence fee for a Restricted Dog.	\$500.00
6.2	Owner of a Restricted Dog fails to maintain the required liability insurance.	\$500.00
6.3	Owner fails to properly confine a Restricted Dog.	\$2500.00
6.5	When off his premises, Owner fails to securely muzzle a Restricted Dog, and harness or leash it securely so as to maintain immediate physical control and to effectively prevent such Dog from attacking or biting any person or animal.	\$2500.00
6.6	Owner allowing a Restricted Dog to Run at Large.	\$2500.00
6.7	Owner fails to prevent a Restricted Dog from attacking any person in any place in the Town.	\$5000.00
6.12	Owner fails to satisfy the requirements of order issued pursuant to section 6.11.	\$250

#### **CONTROL OF OTHER ANIMALS**

7.1	Keeping a Domestic Animal contrary the provisions of this Bylaw.	\$100.00
7.2	Owner failing to keep a Domestic Animal under Physical Control.	\$50.00
7.12	Deliberately harm any Domestic Animal.	\$250.00
7.13	Allow a Domestic Animal to become a public nuisance	
	On the first offence or any offence more than 365 days from any previous offence	\$100.00
	On any offence less than 366 days from a previous offence	\$250.00

#### **RABIES OR OTHER DISEASES**

8.1	Failing to obey a Council Order under Section 8.1.	\$1000.00
	Each contravention of any of Sections 8.2 to 8.9 inclusive.	\$500.00

#### **UNSPECIFIED PENALTIES**

	Any contravention of this Bylaw not specified in Schedule "B" herein.	\$100.00
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