

**A BYLAW OF THE SUMMER VILLAGE OF GRANDVIEW:
TO PROVIDE CONTROL OF DOGS & ACTIVITIES RELATED TO DOGS
TO PROVIDE FOR THE CONTROL OF WILD ANIMALS AND OTHER PESTS**

BYLAW NO. 226

WHEREAS the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, Part 2, section 7 and 8 and amendments thereto, authorizes the Council of a municipality to pass bylaws pertaining to the protection of people and property.

WHEREAS the Council of the Summer Village of Grandview has decided that it is necessary for the protection of the public health, safety and welfare to provide for the close regulation of dogs determined to be vicious.

WHEREAS the Council of the Summer Village of Grandview has decided to enact this Bylaw in order to regulate the keeping of dogs.

WHEREAS the Council of the Summer Village of Grandview deems it necessary to control pests and nuisances in the Summer Village.

NOW THEREFORE, the Council of the Summer Village of Grandview, duly assembled, enacts as follows:

Section 1 – Name

This Bylaw shall be known as “The Dog and Pest Control Bylaw.”

Section 2 - Definitions

- a) “Council” means the Council of the Summer Village of Grandview.
- b) “Boulevard” means that part of a highway that is not a roadway. For the purpose of this definition, the words “highway” and “roadway” means “highway” and “roadway” as defined by the Highway Traffic Act.
- c) “Bylaw Enforcement Officer” means any person so appointed by Council pursuant to the Municipal Government Act.
- d) “Dog” or “Dogs” means either a male or female of any domesticated canine species., and includes Vicious Dogs as within this Bylaw.
- e) “Dogcatcher” means a Special Constable or an employee of a Pound.
- f) “Large Animal” means any animal other than a human being, Dog, or Cat which in the adult form regularly weighs more than 10 kg.
- g) “Municipal Tag” means a tag or ticket wherein the person alleged to have committed a breach of this Bylaw is given the opportunity to pay a voluntary penalty to the Summer Village in lieu of prosecution for the offence.
- h) “Owner” means any person, partnership, association or corporation:
 - (i) owning, possessing or having charge of or control over any dog; or
 - (ii) harbouring any dog; or
 - (iii) suffering or permitting any dog to remain about the Owner’s house or premises.
- i) “Owners Tag” means a metal tag attached to the collar that identifies the Owner or can be used to efficiently locate the Owner.

- j) "Parkland" means all recreational land areas owned or controlled by the Summer Village, lying within the Summer Village limits, and whether improved in whole or in part, or in its natural state. Parkland includes publicly maintained areas such as parks, playgrounds, natural areas, reserves, pathways and trails administered by the Summer Village, and includes all buildings or other improvements situated on these land areas. Boulevards are specifically excluded from this definition.
- k) "Pound" means a facility and service approved by a resolution of Council and identified on Schedule B.
- l) "Pest" means any bird, wild animal, reptile or insect which causes annoyance, damage or injury to persons or property but does not include any domestic animals such as cats or dogs.
- m) "Running at Large" means a dog that is off the property of the Owner, and is not on a leash or under the immediate, continuous and effective control of its Owner or some competent person or causes damage to persons, property or other animals.
- n) "Secure Enclosure" means a building, cage or fenced area of such construction that will not allow the confined Dog or Dogs to jump, climb, dig or force their way out, or allow the entry of young children.
- o) "Serious Wound" means an injury resulting from a dog bite which causes the skin to be broken or the flesh to be torn.
- p) "Special Constable" means a special constable under the employ of the Pigeon Lake Constable Service, or other service as appointed by Council.
- q) "Summer Village" means the Summer Village of Grandview.
- r) "Vicious Dog" means:
 - (i) any individual dog with a known propensity, tendency or disposition to attack, without provocation, other domestic animals or humans;
 - (ii) any dog which has inflicted a serious wound upon another domestic animal or human without provocation, except that a dog shall not be deemed vicious if it attacks or bites a trespasser on the property of its Owner, or property controlled by him;
 - (iii) any dog which has been the subject of an order or direction of a justice, under the Dangerous Dogs Act, R.S.A. 2000, Chapter D-3;
 - (iv) any dog determined to be vicious pursuant to the provisions of this Bylaw.

Section 3 – Responsibilities of Owner

- a) No Owner shall, permit, allow or for any reason to have, his or her dog at large.
- b) A female dog in heat shall be confined and housed in a Secure Enclosure during the entire period such female dog is in heat, except that the female dog may be allowed outside the Secure Enclosure for a reasonable period for the sole purpose of eliminating on the property of the Owner.
- c) If a dog defecates on any public or private property other than the property of its Owner, the Owner shall cause such faeces to be removed immediately.
- d) Residences or grounds where any dogs are kept shall at all times be maintained in a clean, sanitary and inoffensive condition, satisfactory to the Bylaw Enforcement Officer.
- e) A blind Owner of a registered guide dog, or a blind person being assisted by a registered guide dog, is not subject to the obligations imposed in Subsection (c) & (i).
- f) No Owner shall suffer, permit, allow, or for any reason have his or her dog bark or howl excessively or in any other manner disturb the quiet of any person.
- g) No Owner shall suffer, permit, allow, or for any reason have his or her dog, without provocation, cause injury by chasing, biting, or attacking a person or other animal.
- h) No Owner shall suffer, permit, allow or for any reason have his or her dog damage public or private property.
- i) The Summer Village shall post signs to indicate parkland areas or playground areas where dogs are not permitted.
- j) When operating a bicycle, skateboard, in-line skates or non-motorized scooter on a pathway, no Person shall do so with a dog or any other animal on a leash.
- k) No more than three (3) dogs shall be permanently harboured, suffered or permitted to remain upon or in any land, house, shelter, room, or place, building, structure, or premises within the Village.
- l) A person who has received a Serious Wound and the Owner of a dog which has inflicted a serious wound, shall promptly report the dog to a Bylaw Enforcement Officer who may thereupon place the dog under Controlled Confinement and the dog shall not be released from such Controlled Confinement except by written permission of a licensed Veterinarian.

Section 4 – Vicious Dogs

- a) The Owner of a Vicious Dog shall take all necessary steps to ensure that the dog does not bite, chase or attack any human or other animal whether the person or animal is on the property of the Owner or not.
- b) If a Vicious Dog bites or attacks a person or animal, the Owner shall be guilty of an offence and subject to a fine under this Bylaw, exclusive of any other civil actions or penalties.
- c) When a Vicious Dog is on the premises of its Owner, it shall be kept confined indoors under the effective control of a person over the age of eighteen (18) years, or confined in a securely 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 persons unauthorized by the Owner. The Village Council may, at its discretion, require the Owner of the 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) Any such containment pen shall have a secure top and sides and a locked door:
 - (i) have a secure bottom effectively attached to the sides; or
 - (ii) the sides shall be embedded in the ground to a minimum depth of thirty (30) centimetres.
 - (iii) provide adequate shelter for the dog and have minimum dimensions of one and one-half (1.5) metres by three (3) metres and be a minimum of one and one-half (1.5) metres in height.
- e) When a Vicious Dog is off the premises of the Owner, it shall be securely muzzled, and shall be either harnessed or leashed securely to effectively prevent it from attacking or biting a human or other animal and be under the effective control of a person over the age of eighteen (18) years,
- f) The Owner of a dog, which the Owner knows or ought to know is a Vicious Dog, shall keep the Vicious Dog in accordance with the provisions of Section 4 c), d) and e).
- g) If the Pound, a Police Constable or a Bylaw Enforcement Officer determines on reasonable grounds that a dog is a Vicious Dog, either through personal observation or on the basis of facts determined after an investigation initiated by a complaint, he/she may:
 - (i) give the Owner a written notice that the dog has been determined to be a Vicious Dog; and
 - (ii) require the Owner to keep such dog in accordance with the provisions of Section 4 c), d) and e) of this Bylaw upon the Owner's receipt of the notice; and
 - (iii) inform the Owner that if the Vicious dog is not kept in accordance with Section 4 c), d) and e), of this Bylaw, the Owner will be fined, or subject to enforcement action pursuant to this Bylaw.

- h) Where the Owner of a dog that has been determined to be a Vicious Dog produces information to the Bylaw Enforcement Officer that may alter a determination made under Subsection 4 g), the Bylaw Enforcement Officer shall, as soon as is reasonably possible, cause the matter to be reviewed and make a final determination.

Section 5 – Offences

- a) The Owner of a dog shall be guilty of an offence if such dog defecates on property other than the property of the Owner, if the Owner fails to immediately remove the defecation.
- b) The Owner shall be considered in contravention of this Bylaw if any dog over the age of three (3) months:
- (i) bites, attacks, runs at, or attempts to bite, attack or run at any person except if it bites or attacks a trespasser on the property of it's owner, or property controlled by him,
 - (ii) is actually or apparently infected with rabies, or any other infectious disease and is not under a Veterinarian's care,
 - (iii) causes damage to private or public property within the Summer Village
 - (iv) is running at large and,
 - i. chasing or barks at any automobile, bicycle or other vehicle, and/or
 - ii. worries or annoys any other animal, and/or
 - iii. whether under leash, immediate and effective control or not, is the subject of a complaint by a person as creating a nuisance by barking, howling or otherwise disturbing any person at any time of day or night,

Section 6 - Impoundment

- a) The Pound, a Police Constable or Bylaw Enforcement Officer may seize and impound:
- (i) every dog at large; or
 - (ii) every dog found on posted parkland; or
 - (iii) every female dog in heat not confined, housed or kennelled in compliance with section 3 b).
- b) In addition to the remedies set forth in this Bylaw, if the Pound, a Police Constable or Bylaw Enforcement Officer determines that a Vicious Dog is not being kept in accordance with this Bylaw, he or she may:
- (i) direct that such dog be controlled in accordance with this Bylaw, or be removed from the Summer Village; or
 - (ii) make a complaint pursuant to the Dangerous Dogs Act, Chapter D-3, RSA 2000 and amendments thereto, for an order directing the dog be controlled or destroyed.

- c) In enforcement of the jurisdiction provided in Sections 4 c), d), e) and 4 f), g) h) and Section 6 a), but for the purpose of investigation only, the Pound, a Police Constable or Bylaw Enforcement Officer is hereby authorized to enter any privately owned premises at reasonable times, provided, that in this Section “premises” does not include the building used as a dwelling.
- d) The Pound, a Police Constable or Bylaw Enforcement Officer shall:
 - (i) make arrangements to deliver or have picked up, any dog that is to be impounded and taken to the Pound.
 - (ii) the Owner shall be responsible for all costs and fees charged by the Pound.
 - (iii) the Summer Village shall advise the Pound that the voluntary fine has been paid and that it is in order to release the impounded dog upon payment of the Pound’s fees and costs.
 - (iv) in the event that the Owner does not pay the fine and does not claim the dog and the dog is put down, then the Summer Village is responsible for all costs and fees incurred by the Pound and shall pay same upon receipt of an invoice from the Pound in accordance with the attached Agreement between the Summer Village and the Pound. Refer to Schedule B that identifies the Pound approved by a resolution of Council.
- e) No person, whether or not the Owner of a dog which is being or has been pursued or captured, shall:
 - (i) interfere with or attempt to obstruct a Pound, a Police Constable or Bylaw Enforcement Officer who was attempting to capture or who has captured any dog in accordance with the provisions of this Bylaw;
 - (ii) unlock or unlatch or otherwise open the van or vehicle in which dogs captured for impoundment have been placed, or any pen or enclosure within the van or vehicle, so as to allow or attempt to allow any dog to escape; or
 - (iii) remove or attempt to remove any dog from the possession of the Pound, a Police Constable or Bylaw Enforcement Officer.
- f) Subject to Subsections 6 g) and 6 h), the Pound shall keep all impounded dogs for a period of at least seventy-two (72) hours, excluding Sundays and statutory holidays. During this period any healthy dog may be redeemed by its Owner, or the Owner’s agent, upon payment to the Pound of:
 - (i) the appropriate fine where applicable;
 - (ii) kennel fees as identified on Schedule “B” hereof for every twenty-four (24) hour period or fraction thereof the dog has been impounded.
- g) With the exception of Vicious Dogs, at the expiration of the seventy-two (72) hour period, any dog not redeemed may be destroyed, sold or otherwise disposed of.
- h) At the expiration of the seventy-two (72) hour period, any Vicious Dog not redeemed shall be destroyed.
- i) The Pound shall report any apparent illness, communicable disease, injury or unhealthy condition of any dog to a Veterinarian and act upon the Veterinarian’s recommendation. The Owner shall be held responsible for all charges resulting.

Section 7 – Penalties

- a) The Pound, a Police Constable or Bylaw Enforcement Officer upon receiving a complaint, or observing a violation of this Bylaw, may:
 - (i) issue a warning to the Owner,
 - (ii) issue a Municipal Tag or Provincial Offence Tag in the amount of the voluntary penalty outlined in b) below,
 - (iii) if required may impound the dog or arrange to have a Pound capture the dog.
- b) Voluntary Penalties: as on attached Schedule A.
- c) The Pound, a Police Constable or Bylaw Enforcement Officer may enforce the provisions of this Bylaw and may issue an offence ticket to an Owner alleged to have committed one or more of the offences identified in Schedule “A” or a summons imposing a maximum fine of \$2,500.00. The offence ticket shall state the alleged offence and require payment of the appropriate fine as provided in Schedule “A”.
- d) The offence ticket may be issued by personally serving it upon the alleged offender or by leaving it at the residence of the alleged offender, or by sending it to the alleged offender by double registered mail.
- e) In any prosecution or proceedings for a contravention of this Bylaw, the burden of proof that the dog was on the property of the Owner shall rest upon the Owner.
- f) Any person who commits a breach of any provisions of this Bylaw may be subject to the Provincial Offences Procedures Act and any amendments thereto.

Section 8 – Pest Control

- a) Council hereby appoints Special Constables under the employ of the Summer Village of Silver Beach (Pigeon Lake Constable Service) to control pests in the Summer Village when such pests are annoying, troublesome, destructive, harmful or may present a danger to persons or property.
- b) Council may appoint from time to time, other persons to control pests.
- c) Special Constables or other persons appointed under this Bylaw shall have the authority to enter lands under the control and management of the Summer Village to control or eradicate any pest, and may, with the consent of a property owner, enter upon the lands of that property owner for the aforesaid purpose in accordance with the provisions of the Wildlife Act, Chapter W-9. 1, RSA, 1994, and amendments thereto.

Section 9 – Prohibited Animals

No person shall keep or have any of the following on any premises within the boundaries of the Summer Village:

- a) a Large Animal or the young thereof; excluding domestic dogs (i.e. greater than 10 Kilograms.)
- b) poultry;
- c) bees;
- d) poisonous snakes, reptiles or insects; or pigeons

Section 10 – Severability of Bylaw Provisions

- a) Each separate provision of this Bylaw shall be deemed independent of all other provisions, and if any provisions of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

Section 11 – Repeal of Bylaw

This Bylaw comes into effect on the date of third reading.

READ a first time this 31st day of March, 2005, A.D.

READ a second time this 28th day of April, 2005, A.D.

READ a third time and finally passed this 19th day of May, A.D., 2005.

Dennis Norton, Mayor
Summer Village of Grandview

Peter Irwin, Chief Administrative Officer
Summer Village of Grandview

Schedule "A" to Bylaw No.226– Summer Village of Grandview

**A BYLAW TO PROVIDE FOR THE:
CONTROL OF DOGS & ACTIVITIES RELATED TO DOGS
CONTROL OF WILD ANIMALS AND OTHER PESTS**

OFFENCE	PENALTY
Dog at large (Neutered or Non-neutered)	50.00
Failure to immediately remove a dog's defecation from public or private property other than the property of the dog's Owner	50.00
Failure to maintain residential property	50.00
Failure to confine and house a female dog in heat	50.00
Dog barking or howling excessively	50.00
Dog damaging public or private property	50.00
Interference with enforcement of this Bylaw (any offence listed in Section 6 e)	100.00
If a dog bites or attacks a person or animal, causing injury, the Owner shall be subject to a fine of	200.00
Dog on posted parkland or posted playground	100.00
Interference with enforcement of this Bylaw (any offence listed in Section 6 e)	100.00
<i>For any other offence for which a penalty is not specified in Schedule "A"</i>	<i>100.00</i>
<i>An Owner who commits for a second time any of the offences listed in Sections 3 to 5, providing the offence is committed within six months of committing the first offence</i>	<i>Double the initial penalty</i>
MINIMUM PENALTIES WITH REPECT TO VICIOUS DOGS	
Failure to properly confine a Vicious Dog when on the premises of the Owner	500.00
Failure to muzzle or otherwise secure a Vicious Dog when off the premises of the Owner	1000.00
Failure to have a Vicious Dog under the effective control of a person over eighteen (18) years of age.	1000.00
If a Vicious Dog bites or attacks a person or animal, causing injury, the Owner shall be subject to a fine of	1,500.00
Vicious Dog running at large	1000.00

Schedule "B" to Bylaw No. 226 – Summer Village of Grandview

**A BYLAW TO PROVIDE FOR THE:
CONTROL OF DOGS & ACTIVITIES RELATED TO DOGS
CONTROL OF WILD ANIMALS AND OTHER PESTS**

**Proposed Agreement with Davis Veterinary Services, RR #1, Wetaskiwin, Alberta,
with Regard to Impoundment of Stray Dogs**

This will serve to spell out the terms of an agreement to board and euthanize stray dogs brought in to Davis Veterinary Services, on behalf of the Summer Village of Grandview.

Stray dogs will be received by Davis Veterinary Services from members of the Pigeon Lake Constable Service, or other duly authorized agent of the Summer Village of Grandview.

All dogs will be checked for identification tags, tattoos and microchips upon presentation in an attempt to locate an owner. Any animal brought in that is injured or ill will be assessed by Dr. Davis upon presentation. Should it be deemed inhumane to keep the animal for the holding period without medical intervention, then the animal will be euthanized immediately.

Stray dogs will be held for the required 72 working day hours, starting the first full day after being brought to Davis Veterinary Services. The S.W. of Grandview will be invoiced for three (3) days board (or full day portion thereof, should the rightful owner claim the dog). Should the required 72 hours fall over a Saturday and Sunday, then the stray will be kept for a total of five (5) boarding days, which will be invoiced as five (5) days to the S.W. of Grandview. An additional day is added in the case of a holiday Monday.

At the end of the holding period, if the stray dog has not been claimed by the rightful owner, Davis Veterinary Services, on behalf of the Summer Village of Grandview, will euthanize, then cremate the remains and invoice the Summer Village of Grandview. Should Davis Veterinary Services feel the dog is adoptable, we reserve the right to place the stray rather than euthanize it at the end of the 72 hours. In this case, the S.W. of Grandview will be invoiced only for the board for the required holding time.

Davis Veterinary Services will only release a stray during the holding period to someone producing a receipt from the S.W. of Grandview proving payment of any fines the S.W. of Grandview should impose or upon verbal authorization from the Pigeon Lake Constable Service, Officer on Duty. If the dog is released to the owner, board fines can be collected from the owner by Davis Veterinary Services, if there are no other fines owing to the S.V. of Grandview.

Current charges are as follows:

Board, per dog, per day	\$10.00
Tranquilizing, per dog	\$10.00 (Required prior to euthanization)
Euthanization, per dog, under 20 lbs.	\$15.00
Euthanization, per dog, 21-50 lbs.	\$20.00
Euthanization, per dog, over 50 lbs.	\$25.00
Cremation, per dog, under 20 lbs.	\$10.00
Cremation, per dog, 21-50 lbs.	\$15.00
Cremation, per dog, 51-100 lbs.	\$20.00
Cremation, per dog, over 100 lbs.	\$30.00

Charges effective January 1, 2005, will be as follows:

Board, per dog, per day	\$12.50
Tranquilizing, per dog, less than 20 lbs.	\$12.50 (Required prior to euthanization)
Euthanization, per dog, under 20 lbs.	\$16.50
Euthanization, per dog, 21-50 lbs.	\$22.50
Euthanization, per dog, over 15 lbs.	\$27.50
Cremation, per dog, under 20 lbs.	\$11.00
Cremation, per dog, 21-50 lbs.	\$16.50
Cremation, per dog, 51-100 lbs.	\$22.00
Cremation, per dog, over 100 lbs	\$33.00

Davis Veterinary Services will invoice the S.W. of Grandview as each animal is either released or euthanized. A monthly statement will also be issued. Davis Veterinary Services reserves the right to increase charges at any time upon notification to the S.V. of Grandview. Either party can terminate this agreement at any time, in writing.

The above terms are understood and accepted.

Dennis Norton, Mayor
Summer Village of Grandview

Peter Irwin, Chief Administrative Officer
Summer Village of Grandview

Date: _____

Date: _____