

# **SUMMER VILLAGE OF JARVIS BAY DOG CONTROL BYLAW BY-LAW #201-24**

A Bylaw of the Summer Village of Jarvis Bay, in the Province of Alberta, to provide for the regulating, controlling and confinement of Dogs.

WHEREAS pursuant to the provisions of sections 7 and 8 of the *Municipal Government Act*, 2000, Chapter M-26, as amended, a Municipal Council may pass By-laws respecting domestic animals and activities in relation to them;

AND WHEREAS, the Council of the Summer Village of Jarvis Bay deems it necessary to provide for the regulating, control, and confinement of Dogs within the Summer Village;

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

## **1. TITLE**

**1.1** This By-law may be known as "***The Dog Control By-law.***"

## **2. DEFINITIONS AND INTERPRETATION**

**2.1** In the By-law unless the context otherwise requires:

- a) "***Administrator***" means the Administrator for the Summer Village of Jarvis Bay and whatever subsequent title may be conferred on that officer by Council or Statute.
- b) "***Animal***" means any live creature, both domestic and wild, and includes fowl, fish and reptiles but does not include a person.
- c) "***Animal Shelter***" means a place or facility designated by the Administrator for the purpose of holding and caring for any Dogs impounded under provision of this By-law.
- d) "***Animal Shelter Keeper***" means the Owner or operator of an Animal Shelter.
- e) "***At Large***" means when a Dog is off the premises of the Owner's property and is not on a Leash held by a person able to control the Dog. The Dog or Dogs must be confined to the Owner's property at all times and must not be able to leave the property on its own accord without the control of a responsible person. If the Dog or Dogs are able to leave the Owners property on their own without being in the control of a responsible person, the Dog or Dogs will be considered Running At Large.
- f) "***Attack***" means force applied by a Dog to a Person or other Animal by the Dogs' mouth/teeth or paws/claws consisting of one or more Bite or Bites, puncture or punctures, scratches,

or lacerations, resulting in bleeding, sprains, serious bruising, or multiple injuries.

- g) **“Bite”** means a wound to the skin causing it to bruise, puncture, or break.
- h) **“Biting”** means force applied by a Dog by means of its mouth and teeth upon a person or other Animal.
- i) **“By-law Enforcement Officer”** means a person, or persons appointed as such by Council whose duties entail carrying out the provision of this By-law.
- j) **“Certified Professional Dog Trainer”** means a person specializing in training Dogs who is certified by the Certification Council for Professional Dog Trainers.
- k) **“Chief Administrative Officer” (CAO)** means the Chief Administrative Officer for the Summer Village of Jarvis Bay who has been delegated the authority to exercise the powers, duties, and functions of the Chief Administrative Officer under the Bylaw.
- l) **“Control of Dogs”** means that Dogs are on a Leash or otherwise restrained by a Permitted Leash held by a person, and that Permitted Leash is attached to a choke chain, collar or harness securely holding that Dog. If it is difficult for a person to restrain the Dog by a Permitted Leash, then the Dog shall be deemed to be “At Large” notwithstanding the presence of a Permitted Leash.
- m) **“Controlled Confinement”** means the confinement of a Dog in a pen, cage, or building, or securely tethered in a manner that will not allow the Dog to Bite, harm or harass any person or Dog.
- n) **“Damage to Property”** means Damage to Property other than the Owner’s property and includes defecating or urinating on such property.”
- o) **“Day”** means a continuous period of twenty-four (24) hours.
- p) **“Dog”** means either a male or female canine.
- q) **“Kennel”** shall mean a dwelling, shelter, room, or place so considered housing or keeping four (4) or more Dogs over the age of four (4) months with the provisions of this By-law.
- r) **“Leash”** means material capable of leading or restraining the Dog on which it is being used.
- s) **“Muzzle”** means a humane device of sufficient strength placed over a Dog’s mouth to prevent it from Biting.
- t) **“Nuisance Dog”** means a Dog declared to be a Nuisance Dog by the Peace Officer or CAO.

- u) **“Owner”** means:
- i. a natural person or body corporate who has legal title to the Dog;
  - ii. a person who has the care, charge, custody, possession, or control of a Dog;
  - iii. a person who owns or harbors a Dog; or
  - iv. a person who claims and receives a Dog from a Dog shelter.
- o) **“Park”** means a public space controlled by the Summer Village and set aside as a Park to be used by the public for rest, recreation, exercise, pleasure, amusement, cultural heritage, education, appreciation of nature, and enjoyment and includes:
- i. municipal reserves/beaches;
  - ii. natural areas;
  - iii. pathways; and
  - iv. trails.
- p) **“Peace Officer”** means:
- i. a member of the Royal Canadian Mounted Police;
  - ii. a member of a Municipal By-law Enforcement Office; and
  - iii. a Peace Officer
- q) **“Permitted Leash”** means a Leash adequate to control the Dog to which it is attached, and which Leash shall not exceed three (3) metres in length.
- r) **“Pound”** means such place as may, from time to time, be established for the impounding and keeping of Dogs in accordance with the provisions of this By-law.
- s) **“Pound Keeper”** means any person or persons duly authorized to operate a Pound and may include an Animal Control Officer.
- t) **“Running At Large”** means:
- i. a Dog or Dogs which are not under the control of a person responsible by means of a Leash and is or are actually upon property other than the property in respect of which the Owner of the Dog or Dogs has the right of occupation, or upon any highway, thoroughfare, street, road, trail, avenue, parkway, lane, alley, bridge, causeway, Park, or other public place, or
  - ii. a Dog or Dogs which are under the control of a person responsible by means of a Leash and which cause damage to persons, property, or other Dogs.

- iii. the Dog or Dogs must be confined to the Owner's property at all times and must not be able to leave the property on its own accord without the control of a responsible person. If the Dog or Dogs are able to leave the Owners property on their own without being in the control of a responsible person, the Dog or Dogs will be considered Running At Large.
- u) **"Secure Fence"** means a secured fenced enclosure meeting the following specifications:
  - i. is at least six (6) foot high, reaching the ground;
  - ii. has a self-closing mechanism on all gates; and
  - iii. must have the ability to lock in a way to prevent any persons from outside the Owner's household gaining access to the Dog.
- v) **"Secure Pen"** means a pen or other structure meeting the following specifications:
  - i. has secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded in the ground to a minimum depth of thirty (30) centimeters;
  - ii. provides the Vicious Dog with shelter from the elements;
  - iii. is of the minimum dimensions of one and one-half (1.5) meters by three (3) meters and be a minimum one and one-half (1.5) metres in height; and
  - iv. is not within one (1) meter of the property line or within five (5) meters of a neighbouring dwelling unit.
- w) **"Severe Injury"** includes any injury to a person or Animal that requires medical attention such as wounds requiring sutures, or other wound repair and closing, or surgery, disfiguring or scarring lacerations, broken bones, severe sprains, or any other similar serious injury, and any other injury as determined to be severe by a Court, CAO, or Peace Officer upon hearing the evidence.
- x) **"Summer Village"** means the Municipal Corporation of the Summer Village of Jarvis Bay, or the area contained within the boundary thereof as the context requires.
- y) **"Vicious Dog"** means a Dog declared to be a Vicious Dog by the Peace Officer or CAO under this bylaw or a Dog that has been previously determined to be a Vicious Dog.

**3. REGULATIONS**

- 3.1 No Dog shall be allowed to run At Large in the Summer Village.
- 3.2 The Owner of a Dog must not leave a Dog chained up, in a Kennel, or At Large outside between the hours of 11:00 p.m. and 8:00 a.m. Dogs must be kept indoors during these hours so not to create a barking disturbance.
- 3.3 The Owner of a Dog shall not keep a female Dog which is in season (*in heat*) at any location where the Dog is a source of attention and accessible to other Dogs.
- 3.4 No person shall:
- i. untie, loosen, or otherwise free a Dog which has been tied or otherwise restrained which is not in distress unless such person has the authorization of the Owner, and any person acting contrary to this section is guilty of an offence;
  - ii. negligently or willfully open a gate, door, or other opening in a fence or enclosure in which a Dog has been confined and thereby allow a Dog to run At Large in the Summer Village; and
  - iii. no person shall tease, torment, annoy, abuse, or injure any Dog, and any person who does so is guilty of an offence.
- 3.5 Breach of, or failure to comply with any of the requirements of Section 3 is an offence under this By-law which may result in prosecution or, in lieu thereof, require payment of a fine as set out in Schedule A attached hereto.
- 3.6 Kennel Operations
- i. shall not be permitted in the Summer Village of Jarvis Bay;
  - ii. the keeping of more than three (3) Dogs over the age of four (4) months will be considered the operation of a Kennel;
  - iii. if written complaints are received by the Summer Village or damage is proven as a result of the Kennel, Council will direct the person operating the Kennel to move or cease to operate the same;
  - iv. breach of, or failure to comply with Section 3.6 is an offence under this By-law which may result in prosecution or, in lieu thereof, require payment of a fine as set out in Schedule "A."

**4. DISEASE CONTROL (RABIES)**

- 4.1 The Owner of a Dog that has caused a serious wound, or that the Owner has reason to suspect may have been exposed to rabies or another communicable disease, shall, in addition to any other duty

imposed under the *Public Health Act*, immediately inform a By-law Enforcement Officer or Peace Officer:

- i. of the infliction of the serious wound or the suspicion of exposure to rabies or other communicable disease;
  - ii. in the case of a serious wound, the name and contact information for the person that has been wounded or the Owner of the Dog that has been wounded, as applicable; and
  - iii. whether the matter has been reported to the local community health centre, Public Health Inspector, or the Medical Officer of Health.
- 4.2 A By-law Enforcement Officer or Peace Officer that has reasonable ground to believe that a Dog found At Large may have, or has been, exposed to rabies or another communicable disease, may confine the Dog at an Animal Shelter, veterinary facility, or any other location as directed by the Medical Officer of Health or a Public Health Inspector.
- 4.3 A By-law Enforcement Officer or Peace Officer that has reasonable grounds to believe that a Dog within the Summer Village has been exposed to rabies or another communicable disease shall report the matter to the Medical Officer of Health or a Public Health Inspector as soon as reasonably possible.
- 4.4 An Owner of a Dog which is suffering from rabies or another communicable disease or who has been notified by the Summer Village that an Enforcement Officer has reasonable grounds to believe the Dog has, or has been exposed to, rabies or another communicable disease shall:
- i. not permit the Dog to be in any public place; and
  - ii. not keep the Dog in contact with or in proximity to any other Dog.
- 4.5 An Owner who fails to comply with any provision in this part is guilty of an offence.

## **5. OWNER RESPONSIBLE FOR BEHAVIOURS OF DOG**

### **Keeping Dogs under Control**

- 5.1 The Owner of a Dog must ensure that the Owner's Dog is not Running At Large.
- 5.2 A person in control of a Dog on a Leash must be of sufficient size and strength to be able to fully control the Dog in any situation.
- 5.3 Whether a Dog is under control is a question of fact to be determined by the Peace Officer having taken into consideration any or all of the following:
- i. whether the Dog has Bitten, Attacked, or done any act that injures a Person or another Animal;

- ii. whether the Dog has chased or otherwise threatened a person;
  - iii. whether the Dog caused Damage to Property.
- 5.4 An Owner who fails to immediately restrain and remove a Dog upon it engaging in any of the activities listed, by restraining the Dog on a Leash not exceeding three (3) metres in length and removing the Dog from the area, is guilty of an offence.

## **6. UNATTENDED DOGS**

- 6.1 The Owner of a Dog must ensure that such Dog is not left unattended while tethered or tied on premises where the public has access, whether the right of access is expressed or implied.
- 6.2 The Owner of a Dog must ensure that such Dog is not left tethered or tied up in a residential yard unless the Owner is present on their property.
- 6.3 The Owner of a Dog must not allow the Dog when tethered or tied up in a residential yard to get closer than 1.5 metres to the property line.

## **7. NUISANCES**

- 7.1 If a Dog defecates on any public or private property other than the property of its Owner, the Owner must remove such feces immediately.
- 7.2 The Owner of a Dog must ensure that such Dog does not bark, howl, or otherwise make or cause a noise which disturbs any person.
- 7.3 Whether any sound annoys or disturbs a person, or otherwise constitutes objectionable noise, is a question of fact to be determined by the Peace Officer or CAO.
- 7.4 The Owner of a Dog must ensure that such Dog does not upset any waste receptacles or scatter the contents thereof either in or about the street, lane, or other public property or in or about premises not belonging to or in the possession of the Owner of the Dog.

## **8. EXCESSIVE BARKING**

- 8.1 The Owner or any other person having care or control of a Dog, Nuisance Dog, or Vicious Dog, shall ensure it does not bark in a manner that is reasonably likely to annoy or disturb the peace of others.
- 8.2 In determining whether barking is reasonably likely to annoy or disturb the peace of others, consideration may be given, but is not limited to, the:

- i. proximity of the property where the Dog, Nuisance Dog, or Vicious Dog resides;
- ii. duration of the barking;
- iii. time of Day and Day of the week;
- iv. nature and use of the surrounding area; and
- v. any effect of the barking.

## **9. THREATENING BEHAVIOURS**

9.1 The Owner of a Dog must ensure that such Dog does not:

- i. Bite, bark at, chase, or stalk Animals, bicycles, automobiles, or other vehicles;
- ii. chase, jump up on, or otherwise threaten a person or persons, whether on the property of the Owner or not;
- iii. cause Damage to Property or other Animals, whether on the property of the Owner or not;
- iv. do any act that injures a person or persons, whether on the property of the Owner or not;
- v. Attack a person or persons, whether on the property of the Owner or not;
- vi. Attack another Animal causing Severe Injury, whether on the property of the Owner or not; or
- vii. cause death to another Animal.

9.2 No Owner must use or direct a Dog to Attack, chase, harass, or threaten a person or Animal.

## **10 DUTY TO REPORT BITE**

10.1 An Owner must make a report within twenty-four (24) hours if the Owner's Dog Bites a person or another Animal by providing the name to the person who was bit or whose Animal was bit or providing that information to the Peace Officer.

## **11 NUISANCE DOG**

11.1 The Peace Officer or CAO may designate a Dog to be a Nuisance Dog where:

- i. the Dog has engaged in repeated threatening or aggressive behaviour;
- ii. the Dog has been found Running At Large more than once;
- iii. the Dog is a Dog that repeatedly barks, howls, or otherwise makes or causes noise which disturbs any person; or
- v. the Owner has demonstrated an inability to control the Dog in a public area on more than one occasion.



## **Notice and Submissions**

- 11.2 Where the Peace Officer or CAO is considering designating a Dog as a Nuisance Dog, the Peace Officer or CAO must:
- i. send written notice to the Owner of the reason why the designation is being considered;
  - ii. provide an opportunity for the Owner to make written submissions within fourteen (14) Days of receiving the notice on whether such Dog should be designated as a Nuisance Dog; and
  - iii. consider any written submissions made by the Owner and any information provided from an Officer obtained from any investigation conducted pursuant to this Bylaw involving such Dog, whether for the incident precipitating the consideration of the designation or an earlier incident involving such Dog.

## **Designation Decision and Conditions on Nuisance Dogs**

- 11.3 Where the Peace Officer or CAO has decided to designate a Dog as a Nuisance Dog the designation decision must be sent to the Owner, with the reasons for that decision along with notice of any conditions imposed by the Peace Officer or CAO under section 13.7.
- 11.4 A Nuisance Dog designation continues to apply if the Dog is sold, given away or transferred to a new Owner.
- 11.5 An Owner must disclose that a Dog has been designated a Nuisance Dog when selling, giving away, or transferring that Dog to a new Owner.
- 11.6 An Owner must disclose a Nuisance Dog designation to any person the Owner asks to take temporary care and control of the Nuisance Dog, such as Dogwalkers, groomers, Kennel operations, and veterinarians.

## **Nuisance Dog Conditions**

- 11.7 The Peace Officer or CAO may impose one or more of the following conditions on an Owner of a Nuisance Dog:
- i. require the Owner to keep the Nuisance Dog indoors between 11:00 p.m. and 8:00 a.m.
  - ii. require the Owner to keep the Nuisance Dog, when outdoors, on the Owner's property, in a Secure Pen or Secure Fence;
  - iii. require the Owner to ensure the Nuisance Dog is Muzzled while outdoors, either on the Owner's property or off the Owner's property, and in plain view of the Owner at all times while Muzzled;
  - iv. require that the owner undertake repairs to the property where the Nuisance Dog resides to ensure compliance with this Bylaw,
  - v. require the Owner to retain the services of a Certified Professional Dog Trainer to provide the Owner with a

- specific type of education and training, for a specified number of hours, and require that the Owner provide proof of completion of such education and training hours.
- vi. any other additional condition that is similar to the above, and in the opinion of the Peace Officer or CAO is reasonably necessary to reduce the nuisance posed by such Nuisance Dog.
- 11.8 The Owner of a Nuisance Dog must comply with any conditions imposed by the Peace Officer or CAO pursuant to this section.
- 11.9 The Peace Officer or CAO can add or remove any conditions at any time after designating a Dog as a Nuisance Dog on written notice to an Owner.
- 11.10 An Owner may apply to have the Nuisance Dog designation lifted no more than once per year by written appeal to the CAO.

### **Appeal**

- 11.11 An Owner who disagrees with:
- i. a decision from the Peace Officer or CAO to designate the Owner's Dog a Nuisance;
  - ii. a decision of the Peace Officer or CAO to confirm the designation of a Dog as a Nuisance Dog following an annual written appeal, or
  - iii. a condition imposed by the Peace Officer or CAO under section 13.7.

may appeal that decision to the Council for the Summer Village of Jarvis Bay.

- 11.12 The Owner of a Nuisance Dog must comply with the responsibilities imposed by this Bylaw despite any pending appeal before Council except that the Owner is not required, pending a final decision of Council, to comply with a condition imposed by the Peace Officer or CAO.

## **12 VICIOUS DOG**

### **Designating a Dog a Vicious Dog**

- 12.1 The Peace Officer or CAO may designate a Dog to be a Vicious Dog where:
- i. the Dog has caused a Severe injury to a person, whether on public or private property;
  - ii. the Dog has, while off its Owner's property, caused Severe Injury to another Animal or death of another Animal; or
  - iii. there are reasonable grounds to believe the Dog poses a risk to the health and safety of persons in the Summer Village.

### **Notice and Submissions**

- 12.2 Where the Peace Officer or CAO is considering designating a Dog as a Vicious Dog, the Peace Officer or CAO must:
- i. send written notice to the Owner of the reason why the designation is being considered;
  - ii. provide an opportunity to the Owner to make written submissions within (14) Days of receipt of the notice on whether such Dog should be designated as a Vicious Dog, during which time the Dog must remain Muzzled at all times while outside including within the Owner's property, and not be outside of the Owner's property unless in direct control of a person of sufficient size as to be able to control the Dog at all times; and
  - iii. consider any written submissions made by the Owner and any information provided from an Officer obtained from any investigation conducted pursuant to this Bylaw involving such Dog, whether for the incident precipitating the consideration of the designation or an earlier incident involving such Dog.

### **Seizure Pending a Decision**

- 12.3 The Peace Officer or CAO may order the Owner of a Dog alleged to be a Vicious Dog to surrender the Dog to an Officer to be impounded at an Animal Services Centre pending the outcome of the Peace Officer or CAO's decision on whether the Dog should be designated a Vicious Dog and any related appeal.

### **Designation Decision**

- 12.4 Where the Peace Officer or CAO has decided to designate a Dog as a Vicious Dog the designation decision must be sent to the Owner, with the reasons for making that decision, along with notice of any additional conditions imposed by the Peace Officer or CAO pursuant to Section 14.12.
- 12.5 A Vicious Dog designation continues to apply if the Dog is sold, given away or transferred to a new Owner.
- 12.6 An Owner must disclose that a Dog has been designated a Vicious Dog when selling, giving away, or transferring that Dog to a new Owner.
- 12.7 An Owner must disclose a Vicious Dog designation to any person the Owner asks to take temporary care and control of the Dog, such as Dogwalkers, groomers, Kennel operations, and veterinarians.

### **Transitional**

- 12.8 An Owner of a Dog that was declared a Vicious Dog continues as a Vicious Dog under this Bylaw and the Owner must continue to comply with all conditions, orders, and restrictions imposed on such a Vicious Dog.

12.9 The Director may impose conditions pursuant to section 12.12 of this Bylaw on a Vicious Dog designated as such, and the Owner must comply with all responsibilities set out in this Bylaw on Owners of Vicious Dogs.

### **Conditions on Vicious Dogs**

12.10 Where the Peace Officer or CAO has designated a Dog a Vicious Dog the Owner must:

- i. within ten (10) Days of receiving the notice of the designation:
  - a. ensure that a licenced veterinarian tattoo the Vicious Dog with a visible tattoo; or
  - b. implant an identifiable microchip in the Vicious Dog, and provide the information contained on the tattoo or microchip to the Peace Officer or CAO;
- ii. if the Dog is in an unaltered state, within ten (10) Days of receiving the notice of the designation, have the Vicious Dog neutered or spayed at the Owner's expense;
- iii. ensure the Vicious Dog is kept under control at all times by:
  - a. keeping the Vicious Dog indoors when on the Owner's property and under the control of a person over the age of eighteen (18) years, and must be of sufficient size and strength to be able to control the Dog at all times in all situations;
  - b. keeping the Vicious Dog in a Secure Pen or contained by a Secure Fence when outdoors on the Owner's property; or
  - c. keeping the Vicious Dog under the control of a person over the age of eighteen (18) years, and must be of sufficient size and strength to be able to control the Dog at all times in all situations when outdoors, whether on the Owner's property or not, securely Muzzled and harnessed or Leashed on a lead which length must not exceed one (1) meter, in a manner that prevents such Vicious Dog from chasing, injuring or Biting other Animals or people as well as prevent damage to public or private property.
- iv. the Owner of a Vicious Dog must, within ten (10) Days of the date of the notice designating the Dog to be a Vicious Dog, display a sign on the Owner's premises warning of the presence of the Dog and must ensure that:
  - a. the sign is placed at each entrance to the premises where the Vicious Dog is kept, and on the pen or other structure in which the Vicious Dog is confined; and
  - b. the sign is posted to be clearly visible and capable of being seen by any person accessing the premise.

12.11 An Owner must permit an Officer to inspect a Secure Fence, Secure Pen, or any outdoor portion of that Owner's property where a Vicious Dog may be contained.

### **Additional Conditions on Owners of Vicious Dogs**

12.12 The Peace Officer or CAO may impose one or more of the following conditions on the Owner of a Vicious Dog:

- i. require the Owner to modify the Owner's property in some manner in order to reduce the risk of the Vicious Dog leaving the property and Running At Large;
- ii. require the Owner to retain the services of a Certified Profession Dog Trainer to provide the Owner with a specific type of education and training, for a specified number of hours, and require that the Owner provide proof of completion of such education and training hours;
- iii. require that the Owner obtain liability insurance in a specified amount but not less than 2 million, for the Vicious Dog; and
- iv. any other additional condition that is similar to the above, and in the opinion of the Director is reasonably necessary to ensure the health and safety of persons in the Summer Village.

12.13 The Owner of a Vicious Dog must comply with any conditions imposed by the Director pursuant to this section.

12.14 The Director can add or remove any conditions at any time after designating a Dog as a Vicious Dog on written notice to an Owner.

### **Selling, Transferring, of Gifting Vicious Dogs**

12.15 The Owner of a Vicious Dog must:

- i. notify the Peace Officer or CAO should the Dog be sold, gifted, or transferred to another person or is deceased; and
- ii. remain liable for the actions of the Dog until formal notification of sale, gift or transfer is given to the Peace Officer or CAO.

### **Offences Involving Vicious Dogs**

12.16 The Owner of a Vicious Dog must ensure that such Dog does not:

- i. chase a person or other Animals;
- ii. injure a person or other Animals;
- iii. Bite a person or other Animals; or
- iv. Attack a person or other Animals.

12.17 The Owner of a Vicious Dog must ensure that such Dog does not damage or destroy public or private property.

12.18 The Owner of a Vicious Dog must ensure that such Dog is not Running At Large.

12.19 The Owner of a Vicious Dog must notify the Animal Services Center if the Dog is Running At Large.

### **Appeal**

12.20 An Owner who disagrees with a decision of the Peace Officer or CAO to designate the Owner's Dog as a Vicious Dog or who disagrees with any condition imposed by the Peace Officer or CAO

pursuant to section 14.12 may appeal that decision to the Summer Village of Jarvis Bay Council.

- 12.21 The Owner of a Vicious Dog must comply with the responsibilities imposed by this Bylaw despite any pending appeal before Council except the Owner is not required, pending a final decision of Council, to comply with the requirement to spay or neuter the Dog pursuant to section 14.10 (ii) of any condition imposed by the Peace Officer or CAO pursuant to section 14.12.
- 12.22 Nothing in the Bylaw precludes the Peace Officer or CAO from applying for a Vicious Dogs to be destroyed pursuant to the *Dangerous Dog Act*, R.S.A. 2000, c-D-3.

### **13. CAPTURE AND IMPOUNDMENT**

- 13.1 A By-law Enforcement Officer or Peace Officer may capture and impound any Dog in respect of which the Officer believes an offense under this By-law is being or has been committed.
- 13.2 The Animal Shelter Keeper shall report any apparent illness, communicable disease, injury, or unhealthy condition of any Dog to an SPCA Officer and shall act upon his recommendations. The Owner, if known, shall be held responsible for all charges resulting.
- 13.3 When necessary, the By-law Enforcement Officer or Peace Officer may, in attempting to capture a Dog found to be in contravention of this By-law, employ the use of bait or any device or other suitable means to apprehend the Dog, provided that:
- i. it is not prohibited by law; and
  - ii. it is employed with due respect for humane treatment of the Dog.
- 13.4 Where a Dog is on any private property or premises, without the permission of the Owner or occupant, the By-law Enforcement Officer or Peace Officer may, without the permission of the property or premises Owner, apprehend the Dog.

### **14. INTERFERENCE AND OBSTRUCTION**

- 14.1 No person shall interfere with, hinder, or impede an Animal Control Officer in the performance of any duty authorized by this By-law, and any person who does so is guilty of an offence.
- 14.2 No person, whether or not he is the Owner of a Dog which is being or has been pursued or captured, shall:
- i. interfere with or attempt to obstruct a By-law Enforcement Officer or a Peace Officer who is attempting to capture or who has captured a Dog which is subject to being impounded pursuant to the provisions of this By-law; or

- ii. unlock or unlatch or otherwise open the vehicle in which Dogs are kept for impoundment or have been placed so as to allow or attempt to allow a Dog to escape therefrom.
- 14.3 Breach of, or failure to comply with any of the requirements of Section 14 is an offence under this By-law which may result in prosecution or, in lieu thereof, require payment of a voluntary fine as set out in Schedule A which is attached hereto.

**15. RECLAIMING OF IMPOUNDED DOG**

- 15.1 An impounded Dog may be kept at the shelter for a period of ninety-six (96) hours (Saturdays, Sundays and statutory holidays not included). During this period, the Owner may reclaim the Dog by paying the facility, during normal working hours, an impoundment fee and boarding fee as set out in Schedule “B” of this By-law, and by paying the impound facility directly any veterinarian fees incurred during the impoundment.
- 15.2 The Dog be retained for longer than ninety-six (96) hours if, in the opinion of the Administrator, the circumstances warrant the expense.
- 15.3 Subject to Section 15.2, any Dog not reclaimed by the Owner within a period of ninety-six (96) hours from the date of the impoundment (Saturdays, Sundays and statutory holidays not included) may be sold by the Animal Shelter Keeper provided such sale is not for the purpose of medical research or to a research laboratory. Any proceeds from the sale of the impounded Dogs shall be the property of the Summer Village.
- 15.4 The purchaser of a Dog from the Shelter Keeper pursuant to the provisions of this By-law shall obtain full right and title to it and the right and title of the former Owner of the Dog shall cease there upon or on a cost recovery basis.
- 15.5 Any Dog not reclaimed by the Owner within a period of ninety-six (96) hours (Saturdays, Sundays and statutory holidays not included) from the date of the impoundment or sold by the Animal Shelter Keeper shall become the property of the Summer Village which will then instruct the Animal Shelter Keeper to destroy or otherwise dispose of the Dog with no liability to the Owner for the said disposition.

**16. VIOLATION TAG**

- 16.1 The By-law Enforcement Officer or Peace Officer is hereby authorized and empowered to issue a Violation Tag to any person the By-law Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this By-law.

- 16.2 The Violation Tag shall be in such form as determined by the Administrator and shall state:
- i. the name and address of the offender if ascertainable;
  - ii. the offence and location;
  - iii. date of the offence;
  - iv. the appropriate penalty for the offence as provided in Schedule "A" of this By-law;
  - v. that the penalty must be paid within ten (10) Days of the issuance of the Violation Tag; and
  - vi. any other information as may be required by the Administrator.
- 16.3 The Violation Tag may be issued to the Offender or Owner
- i. either personally;
  - ii. by mailing a copy to such person at their last known address;
  - iii. by leaving it for the defendant at his residence with a person on the premises who appears to be at least eighteen (18) years of age; or
  - iv. upon retrieval of such person's Dog from the Shelter.
- 16.4 Where a Violation Tag is issued pursuant to Section 18.1 of this By-law, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offence, pay to the Summer Village the penalty specified on the Violation Tag.
- 16.5 Nothing in the By-law shall prevent the Summer Village By-law Enforcement Officer or Peace Officer from immediately issuing a Violation Ticket.

## **17. VIOLATION TICKETS**

- 17.1 In those cases where a Violation Tag has been issued and if the penalty specified on the Violation Tag has not been paid within the prescribed time, then a Summer Village By-law Enforcement Officer or Peace Officer is hereby authorized to issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedure Act*, RSA 2000, c P-34, as amended, to any person who the Summer Village By-law Enforcement Officer or Peace Officer has reasonable grounds to believe has contravened any provision of this By-law.
- 17.2 Notwithstanding Section 17.1 of this By-law, a Summer Village By-law Enforcement Officer or Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedure Act*, RSA 2000, c P-34, supra, to any person who contravenes any provision of this By-law.
- 17.3 Any person to whom a Violation Ticket has been issued may make voluntary payment in respect to the Violation Ticket by delivering the Violation Ticket along with an amount equal to that specified for the offence as set out in Schedule "A" of this By-law, to the Provincial Court office specified on the Violation Ticket.



**18. PENALTIES**

- 18.1 Any person who contravenes any provision of this By-law is guilty of an offence and is liable to a penalty as set out in Schedule “A” of this By-law.
- 18.2 Notwithstanding section 18.1 of this By-law, any person who commits a second offence under this By-law within one (1) year of committing the first offence may be liable to a fine of not less than nor more than the sum set out in Schedule “B” of this By-law, while a person who commits a third or subsequent offence under this By-law within one (1) year of committing the first offence may be liable to a fine of not less than nor more than the sum as set out in Schedule “B” of this By-law.
- 18.3 Under no circumstance shall any person contravening any provision of this By-law be subject to the penalty of imprisonment.
- 18.4 Where there has been a breach of this By-law, an Animal Control Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part 2 of the *Provincial Offences Procedure Act*, RSA 2000, c P-34, as amended.

**19. GENERAL**

- 19.1 Schedule A and Schedule B is attached hereto and shall form a part of this By-law.
- 19.2 Should any provision of this By-law be invalid, then such invalid provision shall be severed, and the remaining By-law shall be maintained.
- 19.3 This By-law shall come into effect on final reading and passing of the By-law.
- 19.4 This bylaw repeals and replaces By-law #195-23.

**READ** a first time, this 7<sup>th</sup> day of May 2024.

**READ** a second time, this 7<sup>th</sup> day of May 2024.

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Julie Maplethorpe, Mayor

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Tanner Evans, Administrator

**READ** a third and final time this 13<sup>th</sup> day of May 2024.

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Julie Maplethorpe, Mayor

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Tanner Evans, Administrator

## SCHEDULE “A”

Amount which will be accepted by the Summer Village of Jarvis Bay in lieu of prosecution:

<b>SECTION</b>	<b>OFFENCE DESCRIPTION</b>	<b>PENALTY</b>
<b>REGULATIONS</b>		
3.1	Owner of a Dog At Large	\$ 500.00
3.2	Leaving Dog chained up or in a Kennel, between 11 pm and 8 am	\$ 500.00
3.3	Owner keeping a female Dog which is in season at any location where the Dog is a source of attention and accessible to other Dogs	\$ 250.00
3.4 (i)	Untying, loosening or otherwise freeing any Dog without the Owner’s consent	\$ 250.00
3.4 (ii)	Negligently or willfully open a gate, door, or other opening in a fence or enclosure that allows Dog to run At Large	\$ 500.00
3.4 (iii)	Teasing, tormenting, annoying, abusing or injuring any Dog	\$ 500.00
3.6 (ii)	Keeping more than 3 Dogs over the age of 4 months. The fine amount will be charged for each Dog kept over the permitted limit of 3 Dogs.	\$ 250.00
<b>DESEASE CONTROL</b>		
4.4	Failure to quarantine rabid Dog or Dog exposed to rabies or any other communicable disease	\$ 500.00
<b>OWNER RESPONSIBLE FOR DOG BEHAVIOURS</b>		
5.3	Failure to immediately restrain a Dog as listed in 5.1 and 5.2 (i)(ii)(iii)(iv)(v)	\$ 500.00
<b>UNATTENDED DOGS</b>		
6.1	Leave Dog unattended or out of while tethered on private property	\$ 250.00
6.3	Tethered Dog too close to property line	\$ 250.00
<b>NUISIANCES</b>		
7.1	Fail to remove Dog feces	\$ 250.00
7.2	Dog disturbing the peace	\$ 250.00
7.4	Dog scatter garbage	\$2,500.00

**EXCESSIVE BARKING**

8.1 Dog barking to annoy or disturb the peace of others \$ 500.00

**THREATENING BEHAVIOURS**

9.1 (i) Bite, bark at, chase, stalk Animals, bicycles, or vehicles \$ 500.00

9.1 (ii) Chase or threaten a person \$ 500.00

9.1(iii) Cause Damage to Property or another Animal \$ 500.00

9.1 (iv) Dog injure a person \$ 500.00

9.1 (v) Dog Bite a person \$ 500.00

9.1 (vi) Dog Attack a person \$1,000.00

9.1 (vii) Dog Attack another Animal causing Severe Injury \$1,000.00

9.1 (viii) Cause death to Animal \$2,000.00

9.1 (ix) Dog Attack a person causing Severe Injury \$2,000.00

9.2 Direct a Dog to Attack, chase, harass, or threaten a person or Animal \$2,000.00

**FAILURE TO REPORT BITE**

10.1 Fail to report Bite \$ 250.00

**NUSIANCE DOG**

11.5 Failure to disclose Nuisance Dog designation when selling, giving away or transferring Dog \$ 500.00

11.6 Failure to disclose Nuisance Dog designation to person providing temporary care \$ 500.00

11.7 (i)(ii)(iii)(iv)(v)(vi) Failure to comply with a Nuisance Dog condition \$1,000.00

**VICIOUS DOG**

12.6 Failure to disclose Vicious Dog designation when selling, giving away or transferring Dog \$1,000.00

12.7 failure to disclose Vicious Dog designation to person providing temporary care \$1,000.00

12.10 (i) (a)(b)	Fail to tattoo or implant Vicious Dog microchip	\$1,000.00
12.10 (ii)	Fail to neuter/spay Vicious Dog	\$1,000.00
12.10 (iii)(a)	Fail to keep a Vicious Dog confined indoors or otherwise properly under control	\$1,000.00
12.10 (v) (a)(b)	Fail to post Vicious Dog sign	\$1,000.00
12.12 (i)(ii)(iii)(iv)	Fail to abide by Vicious Dog condition	\$1,000.00
12.15	Fail to notify Peace Officer or CAO of sale, gift, transfer or death of Vicious Dog	\$1,000.00
12.16 (i)	Vicious Dog – chase	\$2,000.00
12.16 (ii)	Vicious Dog – injure	\$2,000.00
12.16 (iii)	Vicious Dog – Bite	\$2,000.00
12.16 (iv)	Vicious Dog – Attack	\$2,000.00
12.17	Vicious Dog – damage or destroy property	\$2,000.00
12.18	Vicious Dog Running At Large	\$2,000.00
12.19	Fail to notify Peace officer or CAO Vicious Dog Running At Large	\$1,000.00

**INTERFERE WITH ENFORCEMENT**

14.1	Interfere with, impeding or hindering an Animal Control Officer’s enforcement of this By-law	\$1,000.00
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**SUBSEQUENT OFFENCES IN ONE YEAR**

Second offence within one year of the first offence	Double the amount of the specified penalty for first offence
Third or subsequent offence within one year of the first offence	Triple the amount of the specified penalty for first offence

**SCHEDULE “B”**

Impound Fees .....as per required fees

Care and sustenance – per Day .....as per required fees

Veterinary fees .....as per expended