

BYLAW 2021-02  
VILLAGE OF BEISEKER ANIMAL CONTROL BYLAW

**BEING A BYLAW OF THE VILLAGE OF BEISEKER, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS WITHIN THE BOUNDRIES OF THE VILLAGE OF BEISEKER.**

WHEREAS the provisions of the *Municipal Government Act*, Revised Statutes of Alberta, 2000, Chapter M-26 and all amendments thereto, empower council to pass Bylaws for the purpose of restricting, regulating, and controlling of animals in the Municipality;

AND WHEREAS the provisions of the Provincial Offences Procedures Act, being Chapter P-21 Revised Status of Alberta, 1980 and all amendments thereto, empower council to pass Bylaws respecting voluntary penalties;

AND WHEREAS the Council of the Village of Beiseker deems it proper and expedient to pass such a Bylaw;

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

**SECTION 1 – TITLE**

1.1 This Bylaw may be cited as the “Animal Control Bylaw” of the Village of Beiseker.

**SECTION 2 – DEFINITIONS**

2.1 The following definitions shall apply to this Bylaw:

- a) “Animal” means a dog or cat unless specifically stated.
- b) “Animal Care Facility” means a facility or organization charged by the Village with the lodging, care and/or any medical requirements of an animal that has been apprehended. This may include a Pound, Kennel, Organization or Veterinarian.
- c) “At large” means where an animal is found, located, or observed on public property or on property other than the Owner's without permission, and or the animal is not properly restrained.
- d) “Attack” means an action by an animal resulting in bleeding, sprains, bruising or multiple injuries to a person or another animal.
- e) “Bite” means wound to the skin causing it to bruise, puncture, or break.
- f) “Cat” means any domesticated member of the feline species.
- g) “CAO” means the Chief Administrative Officer of the Village of Beiseker or his/her designate.
- h) “Council” means the Council of the Village of Beiseker.
- i) “Communicable Disease” means an infectious disease transmissible by direct or indirect contact by the animals determined by a veterinarian or Alberta Health Services, or any other person authorized to determine a communicable disease.
- j) “Damage to Property” means damage to property other than the Owner’s Property with the damage being valued at more than ten dollars (\$10.00).
- k) “Dangerous Dog” means any dog, whatever its age, whether on public or private property which has:
  - (1) without provocation, attacked, injured, or bitten any other domestic animal or Human in accordance with the Dunbar Scale, a level four or higher injury

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(see Appendix “B” Dunbar Scale”); or

(2) having already been deemed, by a Court or other Municipality, to be significant threat to public safety; or

(3) in the opinion of a Judge or Justice of the Provincial Court presents an unacceptable threat or serious harm to other domestic animals or humans.

l) “Day” means a continuous period of twenty-four (24) hours, or a portion thereof.

m) “Dog” means any domesticated member of the canine family.

n) “Emotional Support Animal” means an animal prescribed as necessary for the therapeutic support of a person.

o) “Enforcement Officer” means any member of the RCMP, Community Peace Officer, Bylaw Enforcement Officer, or authorized person as appointed by Council.

p) “Former Owner” means the person, who at the end of time of impoundment was the Owner of an animal that subsequently has been sold or destroyed.

q) “Fowl” means a barnyard or domestic bird including, but not limited to chickens, turkeys, ducks or animals classified as fowl.

r) “Grandfathered” means exempt from specified provisions of this Bylaw.

s) “Holiday” means Saturday, Sunday or any other day declared to be a holiday by Federal, Provincial or Municipal Statutes.

t) “Kennel” means any premises or facility where animals are maintained, boarded, trained, bred or cared for in return for remuneration and may include overnight accommodation.

u) “License” means a dog or cat license issued by the Village of Beiseker in accordance with the provisions of this Bylaw.

v) “License Fee” means the applicable annual fee payable for a license in respect for a dog or cat as set out in this Bylaw.

w) “License Tag” means the identification tag issued by the Village of Beiseker showing the license number for a specific dog or cat.

x) “Livestock” means, but is not limited to:

(1) a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, or goat;

(2) domestically reared or kept deer, elk, reindeer, moose, or bison;

(3) farm bred fur bearing animals including fox and mink;

(4) any animal of the bovine species;

(5) animals of the avian species including chickens, turkeys, ducks, geese, pigeons, or pheasants; and

(6) all other animals that are kept for agricultural purposes, but does not include dogs, cats or any other domesticated household pets.

y) “Muzzle” means a device of sufficient strength placed over a dog’s mouth to prevent it from biting.

z) “Owner” means a:

(1) person over the age of majority who has the care, charge, custody, possession or control of an animal; or

(2) person who owns or claims any proprietary interest in an animal; or

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(3) person who harbours, suffers, or permits an animal to be present on any property owned, occupied, or leased by the Owner, or which is otherwise under the Owner's control; or

(4) person who claims and receives an animal from the custody of the Animal Care Facility or an Enforcement Officer; or

(5) person to whom a license tag was issued for an animal in accordance with this Bylaw;

or

(6) person who habitually feeds and/or waters an animal to enable it to survive, and for the purposes of this Bylaw, an animal may have more than one Owner.

aa) **"Owner's Property"** means any property in which the Owner of an animal has a legal or equitable interest or over which the Owner of the Animal has been given the control or use of, by the legal or equitable Owner of the Property, and which property shall include, without limiting the generality of the foregoing, land, building and vehicles.

bb) **"Permitted Leash"** means a leash used to restrain the animal.

cc) **"Permitted Property"** means private property upon which the Owner of an animal has the express permission of the Owner of that Property to allow the Owner's animal to be at large thereon.

dd) **"Playground"** means land within the Village and controlled by the Village upon which apparatus such as swings, and slides are placed.

ee) **"Provincial Offences Procedure Act (POPA)"** means the *Provincial Offences Procedures Act R.S.A 2000 Chapter P-34* and the regulations thereof as amended or replaced from time to time.

ff) **"Running at Large"** means:

(1) animals which are not under the control of a person responsible and not on a leash held

by a competent person and is or are actually upon property other than the property in respect of which the Owner of the animal or animals has the right of occupation, or upon any highway, street, laneway, boulevard, sidewalk, park, playground, public walking path, school ground, or other public place; or

(2) animals which are ostensibly under the control of a person responsible and which yet causes damage to property or other animals.

gg) **"Serious Threat"** means any dog, whatever its age, whether on public or private property which has:

(1) without provocation, attacks, injuries, or bites any other domestic animal or Human in accordance with the Dunbar Scale, a level one (1) thru three (3) injury

(see Appendix "B" Dunbar Scale"); or

(2) without provocation, damages or destroys any public or private property;

(3) clearly threatens, or creates the reasonable apprehension of a serious threat to the safety of the public or other domestic animals; or

(4) has been deemed, by the CAO, a Court or other Municipality, to be significant threat to public safety; or

(5) in the opinion of the CAO, presents an unacceptable threat of serious harm to other domestic animals or humans.

hh) **"Service Dog"** means a dog trained as a guide for a disabled person and having the qualifications prescribed by the *Service Dog Act of Alberta, S.A. 2007, C.S-7.5*, as amended or replaced from time to time,

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- ii) “Unclaimed Animal” means any animal that has been impounded seized or otherwise come into the possession of the Village and has not been claimed by the Owner after a minimum time of 72 (seventy-two) hrs.
- jj) “Unlicensed Animal” means either a member of the dog or cat species which does not have a valid license and tag issued by the Village of Beiseker.
- kk) “Village” means the Village of Beiseker
- ll) “ Violation Tag” means a tag or similar document issued by the Village of Beiseker pursuant to the *Municipal Government Act*.
- mm) “Violation Ticket” as per the *Provincial Offences Procedure Act R.S.A 2000, Chapter P 4(POPA)* and the regulations as amended or replaced from time to time.

### **SECTION 3 – GENERAL**

- 3.1 Nothing in this Bylaw relieves a Person from complying with any provision of any federal or provincial law or regulation, other Bylaw or any requirement of any lawful permit, order, or license.
- 3.2 Any heading, sub-headings, or tables of contents in this Bylaw are included for guidance purposes and convenience only and shall not form part of this Bylaw.
- 3.3 Any reference to the provisions of a statute of Alberta or another Bylaw is a reference to that statute or Bylaw as amended or repealed and replaced from time to time.
- 3.4 All the schedules attached to this Bylaw shall form a part of this Bylaw.
- 3.5 This Bylaw is gender-neutral and, accordingly, any reference to one gender includes the other.
- 3.6 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 3.7 In the event of any proceeding under this Bylaw whether it be the impounding of an Animal or the commencement of any proceedings by way of summons, the burden of establishing the age of the Animal, shall be upon the Owner of such an Animal.

### **SECTION 4 – OWNER(S) RESPONSIBILITIES**

- 4.1 No Owner of an Animal shall allow an Animal to be running at large.
- 4.2 An Animal shall be deemed to be “At Large” if the Animal is taken into custody by an Enforcement Officer, even if the Animal is wearing a collar, harness, or leash.
- 4.3 No Owner of an Animal shall fail to obtain a license (**See Appendix” A”**) under the provisions of this Bylaw after the age of 3(three) months.
- 4.4 No Owner shall allow an Animal to be left unattended while tethered or tied on a premises where the public has access, whether the access is expressed or implied;
- 4.5 No Owner shall allow an Animal to be left unsupervised outside while on private property;

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- 4.6 No Person shall keep or harbour more than 6 (six) Animals that are aged 3 (three) months or older.
- 4.7 If an Enforcement Officer has evidence of noise or odor due to the number of Animals on a property, the Village may require a reduction in the number of Animals permitted.
- 4.8 No Owner of an Animal shall fail to comply with an order issued by an Enforcement Officer whether it be verbal or in written form.

**SECTION 5 - NUISANCE**

- 5.1 No Owner shall allow an Animal to habitually bark, howl or otherwise create disturbance by such noise or combination of noises, that disturbs the quiet and repose of any Person:
- 5.2 No Animal shall cause damage to property within the Village of Beiseker.
- 5.3 No Owner shall permit an Animal to become a public nuisance by:
- (a) biting, chasing, or attacking a Person or Animal;
  - (b) causing any injury, severe or otherwise, to any Person or Animal whether the Animal is on the property of the Owner or not;
  - (c) biting, chasing, or attacking bicycles, automobiles, or any other vehicle;
  - (d) not containing or restraining both on and off the Owner(s) property in a manner sufficient to avoid attracting other Animals;
  - (e) allowing or placing an Animal in any garden or floral area of any public or private property other than then premises of the Owner of the Animal;
  - (f) allowing or placing an Animal in any swimming, bathing or wading pool that is provided for the use of the public;
  - (g) allowing an Animal in or on any other area where Animals are prohibited.
- 5.4 No Owner shall allow an Animal to upset waste receptacles and scatter the contents on either public or private lands and upon summary conviction thereof shall in addition to any penalty imposed upon him be civilly liable to the Village of Beiseker for any expense directly or indirectly incurred by it in connection with the receptacle being upset or the waste scattered about.
- 5.5 No Owner of an Animal or Animals shall allow the odour of Animal feces on their property, or property within their care or control, to disturb, annoy or interfere with the enjoyment of neighbouring property by other Person(s).
- 5.6 No Person shall fail to immediately remove any defecation of an Animal on any property other than the Owner(s) and dispose of the same in a sanitary manner.
- 5.7 No Person(s) disposing Animal waste shall fail to:
- (a) deposit waste in any receptacle other than the Owner(s) with the exceptions of a Municipal disposal container; or
  - (b) secure the waste/feces in a plastic bag or other container that will contain the feces and is sealed so as not to permit any drainage of liquid or spillage of solid matter.
- 5.8 No Person shall:
- (a) tease, torment, annoy, abuse, or injure any Animal at any time on any public or private property within the Village;

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- (b) shall interfere with, hinder, or obstruct an Enforcement Officer or any Person authorized by this Bylaw who is attempting enforce any provision of this Bylaw;
- (c) entice an Animal to enter a house, or any other place where it may be safe from capture or to otherwise assist an Animal to escape capture by an Enforcement Officer, including tampering with traps;
- (d) falsely make representation as to be in charge or control of an Animal so as to establish that the Animal is not "At Large";
- (e) unlock or unlatch or otherwise open a vehicle in which Animals are kept for impoundment so as to allow or attempt to allow the Animal to escape;
- (f) untie, loosen, or otherwise free an Animal which has been tied or otherwise retained and thereby allowing the Animal to be "At Large";
- (h) lead, ride, or drive cattle or any other livestock within the Village with the exception of Animals contained on farmland without prior written permission of the Village of Beiseker; or
- (i) harbour any Animal or livestock associated with farming except on land that is zoned as farmland within the Village Land Use Bylaw, unless written permission from the CAO has been received.

**SECTION 6 – SERIOUS THREAT and DANGEROUS DOGS**

6.1 The CAO may declare a Dog to be a Serious Threat if the CAO has reasonable grounds to believe, either through personal observation or on the basis of facts determined after an investigation of a complaint, that the Dog; has

- (a) known propensity, tendency, or disposition to threaten, attack, chase, or bite other Animals or humans;
- (b) has without provocation inflicted a wound upon another Animal or human from level 1(one) thru 3(three) in accordance with the Dunbar Scale;
- (c) has already been deemed a Serious Threat or Nuisance by a Court of law or other Municipality; or
- (d) is a continuing nuisance or threat to any human or other Animal.

6.2 Where the CAO determines that a Dog is a Serious Threat, the CAO shall:

- (a) serve the Owner with a written notice (**See Appendix "E"**) that the Dog has been declared to be Serious Threat; and
- (b) direct the Owner to keep the Animal in accordance with the provisions of Section 6, with a time limit for compliance; and
- (c) inform the Owner that, if the Animal is not kept in accordance with Section 6, the Owner may be fined, or subject to enforcement action pursuant to this Bylaw; and
- (d) inform the Owner of what training is to be completed for the Animal to remain within the Village boundaries; and
- (e) provide proof of training to the Village.

6.3 A written notice under Section 6.1 above shall include a summary of the applicable provisions regulating an Animal declared a Serious Threat under this Bylaw.

6.4 No Owner of a Dog declared to be a "Serious Threat or Dangerous" either by a Municipality or Court shall fail to divulge that information immediately to the Village Office upon taking residence within the Village of Beiseker.

6.5 No Owner of a "Serious Threat or Dangerous" Dog shall fail to obtain and maintain a

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“Dangerous” Dog license with the required fee outlined in **Schedule “A”** of this Bylaw.

**6.6** No Owner of a “Serious Threat or Dangerous” Dog shall fail to immediately notify the Village of Beiseker if the “Serious Threat or Dangerous” Dog is At Large;

**6.7** A Justice or Judge may order that a “Serious Threat or Dangerous” Dog be removed from the Village. The Owner shall submit in writing to the Village the new location of the Dog within 14(fourteen) days of the judgement.

**6.8** No Owner shall fail to forward to the Municipality where the Dog has been relocated. Failure to provide the Village with this information is an offence under this Bylaw.

**6.9** No Owner of a Dog declared “Serious Threat or Dangerous” by any Municipality or Court, including the Village of Beiseker, shall fail to comply with any condition imposed by the Village to keep the Animal within the village boundaries. These conditions may include, but are not limited to:

- (a) the Dog must have a current and valid Vicious Dog License, issued by the Village; and
- (b) the Dog must be muzzled at all time, when not on the property of the Owner; and
- (c) the Dog must be confined in a secured pen with a locking mechanism when in a fenced yard; and
- (d) must be under the direct supervision of a Person over the age of 18(eighteen) years old, that is capable of control the size, strength, and personality of the Dog; and
- (e) the yard shall be fenced with material that is capable of containing the Dog, and any entrances to the yard will be secured with a locking mechanism. The bottom of the fence shall be embedded in the ground to a depth no less than 30(thirty) centimeters. The height of the fence shall be high enough so that it is able to contain the Dog, and there will be no avenues available for the Dog to escape the yard either under, over or through the fence; and
- (f) the perimeter of the property shall be properly signed (**see Appendix “C”**) with a warning to the public or any visitor to the property that the Dog that resides on the property is a “Serious Threat or Dangerous” Dog; and
- (g) when being walked, the Dog must be muzzled and secured on a leash of no more than 1(one) meter in length and held by a Person of at least 18(eighteen) years old, who is capable of controlling the size, strength, and personality of the Dog;
- (h) obtain and maintain liability insurance, specifically covering any damage or injury caused by the “Serious Threat or Dangerous” Dog, in an amount of no less than \$2,000,000.00(two million) dollars and to provide proof of such insurance to the Village no later than 10(ten) days following the Dog being declared a “Serious Threat or Dangerous” Dog, or ten (10) days following the date that the “Serious Threat or Dangerous” Dog is located to the Village;
- (i) have the “Serious Threat or Dangerous” Dog implanted with an electronic identification microchip by a licensed veterinarian and provide the information on the microchip to the Village; and
- (j) the “Serious Threat or Dangerous” Dog must be altered, and proof of spayed or neuter will be provided to the Village by the Owner in a specific time frame; and
- (k) not permit the “Serious Threat or Dangerous” Dog to be in any public park or off-leash park.

**6.10** No Owner of a “Serious Threat or Dangerous” Dog shall fail to immediately notify the

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Village should the policy of liability insurance expire or is cancelled, or terminated and upon the occurrence of such an event, the Dangerous Dog license shall be null and void unless the Village receives written proof that a new insurance policy has been secured, meeting the requirements of

Section 6.9(h) within 10(ten) days of the expiry, cancellation, or termination of the original policy of liability insurance.

**6.11** No Owner of a “Serious Threat or Dangerous” Dog shall fail to notify within 10(ten) days in writing, to the Village of an Animal’s new location, if the Animal has been sold, gifted, transferred to another owner, or if the Animal dies.

**6.12** No Owner of a “Serious Threat or Dangerous” Dog shall fail to remain liable for the actions Of the Animal until written notification of location, sale, gift, transfer, or death is provided in writing to the Village.

**6.13** No Owner of a “Serious Threat or Dangerous” Dog shall fail to comply with all conditions and responsibilities of Sections 4 and 5 of this Bylaw.

**6.14** The Owner of a Dog that has been declared as a “Serious Threat” Dog by the Village may appeal this decision to the Village of Beiseker Council (**See Appendix “F”**).

- (a) the appeal must be in writing and received by the Village within 10(ten) days following the designation. The appeal must include the following:
  - (i) the fee for filing the appeal as outlined in **Schedule “A”**; and
  - (ii) sound reasoning including any proof, documentation, written opinions of professionals, that would describe in detail why the designation should be lifted.
  - (iii) the appeals must be signed by the Owner of the “Serious Threat” Dog with a date and contact Information for the Owner.
- (b) Council may consider the following when determining the appeal:
  - (i) the history of the Dog (any formal or informal previous complaints, information from municipalities or enforcement agencies where the Dog previous resided, etc.);
  - (ii) the severity of the bite or injury; (**refer to Dunbar Scale Appendix “B”**)
  - (iii) the circumstances of the event;
  - (iv) any related enforcement action upon both the Dog or the Owner;
  - (v) any other documents that pertain to the appeal.
- (c) Council may uphold or dismiss the “Serious Threat” Dog designation.

**6.15** The decision of Council shall be provided to the Owner in writing within 14(fourteen) days of Council conducting the review and may be served personally or by registered mail on the Owner, at the address appearing on the Village's assessment roll for the Owner(s) property or the address appearing on the Motor Vehicle Registries system if it is determined the Owner of the Animal is a renter.

**6.16** During the appeal process, the Owner of the “Serious Threat” Dog shall comply with all conditions assigned by the Village as well as all conditions of this Bylaw.

## **SECTION 7 – UNATTENDED ANIMAL(S) IN VEHICLE**

**7.1** No Owner of an Animal(s) or the operator of a motor vehicle shall leave any Animal in an unattended motor vehicle if weather conditions are not suitable for the containment of an Animal. The suitability of weather conditions is at the discretion of the Enforcement Officer.



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7.2 If, in the opinion of an Enforcement Officer, an Animal who has been left in a motor vehicle in adverse weather is in distress, the Enforcement Officer may forcibly enter a motor vehicle to remove the Animal(s).

7.3 No damages or compensation shall be recovered by the Owner of the Animal(s) or motor vehicle if damage is sustained to the vehicle by the Enforcement Officer while executing their duties pursuant to Section 7.2.

7.4 No Person shall allow any Animal to ride outside of a motor vehicle unless in an airline approved crate within the Village, unless that vehicle is being used in a parade or other event where prior permission has been received by the Village.

## **SECTION 8 – COMMUNICABLE DISEASES**

8.1 No Owner of an Animal suffering from a communicable disease shall:  
(a) permit the Animal to be in any public place;  
(b) keep the Animal in contact with or proximity to any other Animal;  
(c) fail to immediately report the communicable disease to the Village.

8.2 No Owner of an Animal suffering from a communicable disease shall fail to upon demand of an Enforcement Officer, surrender for quarantine any Animal which has inflicted a bite on any Person.

8.3 No Owner of an Animal shall fail to surrender for quarantine any Animal if there is reasonable or probable ground that the Animal has been exposed to rabies.

These matters will be dealt with in accordance with Village of Beiseker Enforcement Policies and Procedures.

## **SECTION 9 – OFF LEASH AREAS AND ANIMAL EVENTS**

9.1 The Village may designate areas where Dogs are permitted to run when off leash and may designate areas where organized and controlled canine events may be held by causing signs to be posted and any other conditions in such areas indicating such designations.

9.2 Notwithstanding Section 9.1 an Owner of a Dog is not required to have the Dog on a leash in a park or portion of a park which has been designated as an off-leash area by the Village of Beiseker.

9.3 The Owner of a Dog in an off-leash area shall ensure such Dog is under control at all times.

9.4 An Enforcement Officer may:  
(a) ordered that a Dog be put on a leash; and or  
(b) order that a Dog be removed from an off-leash area.

9.5 No Person shall refuse to follow an order issued by an Enforcement Officer pursuant to Section 9.4 of this Bylaw.

9.6 Whether a Dog is under control is a question of fact to be determined by a Court hearing a prosecution pursuant to this section of the Bylaw having taken into consideration any or all of the following:

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- (a) whether the Dog was at such a distance from its Owner so as to having been incapable of responding to voice sound or sight commands;
- (b) whether the Dog had responded to voice sound or sight commands from the Owner;
- (c) whether the Dog had bitten attacked or done any act that injures a Person or another Animal;
- (d) whether the Dog chased or otherwise threatened a Person;
- (e) whether the Dog caused damage to property

9.7 Nothing in this section relieves a Person from complying with any other provisions of this Bylaw.

9.8 No Owner of a “Serious Threat or Dangerous” Dog shall permit the “Serious Threat or Dangerous” Dog to be in an off leashed area at anytime.

## **SECTION 10 – LICENSING PROVISIONS**

10.1 No Owner of an Animal shall fail to obtain an annual license for each Animal that is 3(three) months or older as set out in **Schedule “A”** of this Bylaw.

10.2 No person under the age of 18 may obtain a license.

10.3 When applying for a license for an altered Animal, a Veterinarian Certificate must be provided stating the Animal has been altered.  
Animal.

10.4 Should any Animal be spayed or neutered during the license year, a valid certificate from a duly licensed veterinary must be submitted for photocopy to the Village Office when purchasing the license for the following year.

10.5 No Owner of an Animal shall:

- (a) fail to obtain an annual license for any Animal from the Village of Beiseker on or before the close of business on the last working day of January in each calendar year;
- (b) fail to obtain an annual license within the first two weeks of acquiring ownership of any Animal or within the first two weeks of becoming a new resident of the Village of Beiseker.
- (c) fail to obtain a license for any Animal which is kept or harboured for more than 1(one) month by the Person;
- (d) fail to complete the prescribed licensing application including the full description, and other pertinent information relating to the Animal;
- (e) fail to provide any Animal with a collar to which the license tag can be affixed;
- (f) fail to ensure that any Animal not on the Owner’s property, is wearing a collar with the license tag affixed.

10.6 The onus that an Animal is not the property of the said Owner shall rest upon the Owner.

10.7 No Person shall provide false or misleading information with respect to the information required for the licensing of an Animal.

10.8 Upon payment of the license fee and providing the information set out in **Schedule “A”** of this Bylaw, the Village of Beiseker shall issue to the Owner a metallic license tag. License tags are not replaced every year, however, the fee for the tag will be paid annually according to Section 10.1 of this Bylaw.

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- 10.9** An Owner of any Animal that has been duly licensed may obtain a replacement license tag for one that has been lost, upon payment of the fees set out in **Schedule "A"** of this Bylaw.
- 10.10** No Owner shall fail to immediately notify the Village of Beiseker that their Animal is missing.
- 10.11** The Village of Beiseker is not responsible to find or attempt to find any Animal that is not licensed with the Village of Beiseker.
- 10.12** No New Owner of any Animal that is currently licensed with the Village shall fail to report a transfer of Ownership to the Village of Beiseker.
- 10.13** No annual license fee for the current year shall be payable in respect of such transfer or registration if the Animal is already licensed for that year with the Village.
- 10.14** No Person shall be entitled to a license rebate under this Bylaw.
- 10.15** No license is required for Persons with an Animal temporarily living in the Village for a period not exceeding 1(one) month.
- 10.16** The Village shall keep a record of the names and addresses of each Owner, including the breed, colour, and sex of each Animal, together with the date of registration of each Animal, the number of the license tag issued to the Owner and the amount paid.
- 10.17** No Owner of an Animal shall fail to obtain a license, that it is under the age of 3(three) months of age. if the Animal is found running at large or involved in any other infraction of this Bylaw.

**SECTION 11 - RESTRICTED OR PROHIBITED ANIMAL(S)**

- 11.1** No Person shall harbour or permit to be harboured within the Village of Beiseker:
- (a) any Animal classified as fowl;
  - (b) any livestock;
  - (c) any snakes, reptiles or insects which are poisonous;
  - (d) any species, including any of the above, deemed to be dangerous or infectious in the opinion of the Local Board of Health.

**SECTION 12 – SERVICE OR EMOTIONAL SUPPORT ANIMAL(S)**

- 12.1** Notwithstanding Section 11.1 of this Bylaw, the CAO in conjunction with the Enforcement Officer, may grant a permit allowing an individual who requires the assistance of a Service or Emotional Support Animal,
- 12.2** Any applicant requesting approval to own an Emotional Support Animal, must provide written documentation from a psychologist, psychiatrist, or other licensed mental health professional that such an Animal is necessary for the therapeutic support of the applicant.
- 12.3** Any applicant requesting approval for a permit for a Service Animal must provide documentation that the Animal has completed the qualifications prescribed by the *Service Dog Act of Alberta S.A. 2007, C.S-7.5*.
- 12.4** No Owner of a Service or Emotional Support Animal shall fail to adhere and abide by the conditions set forth in this Bylaw.

12.5 The Village may charge a fee as set out in **Schedule “A”** for any permit granted under this this Section.

### **SECTION 13 – SEIZURE OF ANIMALS (Apprehension of Animal)**

13.1 An Enforcement Officer may capture and transfer to an Animal Care Facility, any Animal under the following circumstances, but not limited to:

- (a) the Animal is observed to be running at large on public property or property other than the Owner(s) or property where consent has not been given;
- (b) the Animal has bitten or alleged to have bitten a Person or Animal, pending the outcome of an application to the Animal as a “Serious Threat or Dangerous” Dog, or an application has been made to have the Animal destroyed;
- (c) the Owner of the Animal is failing to comply with the conditions of ownership that were imposed by either the Village or the Court;
- (d) whereby the Enforcement Officer determines that the Animal is in distress or may require immediate medical treatment from a licensed veterinarian; or
- (e) an Animal is required to be impounded pursuant to the provisions of this Bylaw, or any statutes or regulations of the Province of Alberta or Canada.

13.2 An Enforcement Officer may enter onto the land surrounding any building in pursuit of any Animal which has been observed in the situations listed in Section 13.1 of this Bylaw and may take any such reasonable measures as necessary to subdue any Animal which is to be captured and impounded.

13.3 Impoundment fees are payable by the Owner to the Animal Care Facility.

### **SECTION 14 –ANIMAL CARE FACILITY OPERATIONS**

14.1 The Village may use or contract an outside organization to lodge and care for Animals that have been apprehended. Once the Animal is in custody of that facility, the Village is no longer liable for the Animals’ care, control, and well-being.

14.2 Apprehended Animals will be retained by the Animal Care Facility, in accordance with the Animal Care Facility’s own policies, and must be claimed within 72(seventy-two) hrs (excluding Statutory Holidays, and days that the Animal Care Facility is not open), if no Owner has been located.

14.3 Any apprehended Animal is the sole responsibility of the Animal Care Facility and the Village is not responsible for the actions of that facility.

14.4 The Village of Beiseker or an Enforcement Officer may direct an Animal to be retained by the Animal Care Facility for a period longer than 72 (seventy-two) hrs, if in the opinion of the CAO or Enforcement Officer, circumstances warrant the expense.

14.5 No Owner of an Animal shall fail to be responsible for all costs incurred during and after the apprehension of their Animal. This may include, but is not limited to fines, administration costs, Court, travel, lodging, veterinarian costs and/or release fees.

## **SECTION 15 – IMPOUNDMENT**

**15.1** Animals impounded in the Animal Care Facility shall be kept for a minimum period of 72 (seventy-two) hrs if no Owner is known; In the calculation of the 72 (seventy-two) hour period, Statutory Holidays, and days that the Animal Care Facility is not open shall not be included.

If an Owner arrives to claim Animal prior to the 72(seventy-two) hrs, the Animal Care Facility will release the Animal subject to Section 15.4.

**15.2** Notwithstanding Section 15.1, where an Animal that has been impounded bears obvious identification tattoos, brands, marks, tags or licenses, the applicable time limit is 10(ten) days after the date on which the Animal was delivered as per the *Animal Control Act Revised Statutes of Alberta 2000 Chapter A-41 Section 7(2)*.

Where the Owners name and address can be ascertained he shall be served a Impound notification in **Appendix “D”** of this Bylaw, either personally or by leaving it, or by mail to the last known address of the Owner;

**15.3** An Owner of an Animal to whom an Impound Notification is issued pursuant to Section 15.2 is deemed to have been received after 48(forty-eight)hours from the time it is issued.

**15.4** The Owner of any impounded Animal may reclaim the Animal by paying the Animal Care Facility:

- (a) the appropriate impound fees as set out in **Schedule “A”** of this Bylaw;
- (b) the appropriate fee for boarding and providing sustenance for the Animal as set out in **Schedule “A”** of this Bylaw;
- (c) the appropriate license fee when the Animal is not licensed;
- (d) the cost of any veterinary treatment for the Animal; and
- (e) any other costs incurred due to the impoundment.

## **SECTION 16 - DISPOSAL**

**16.1** An Enforcement Officer shall not sell, destroy, or otherwise dispose of an impounded Animal until the following conditions have been met:

- (a) the Animal has been retained in the Animal Care Facility for 10 (ten) days when the name and address of the Owner is known, and a Impound Notification has been issued; or
- (b) the Animal has been retained in the Animal Care Facility for 72 (seventy-two) hrs, if the name and address of the Owner are not known, or
- (c) unless a Person having the authority, retention orders for the disposal of the Animal; or
- (d) unless the Owner of the Animal makes arrangements with the Enforcement Officer for the further retention of the Animal.

**16.2** At the expiration of the time period established in Section 16.1, the Chief Administrative Officer is authorized to:

- (a) offer the Animal for sale or as a gift;
- (b) have the Animal euthanized in a humane manner;
- (c) allow the Animal to be redeemed by its Owner in accordance with the provisions of Section 15.4 above; or
- (d) continue to impound the Animal for an indefinite period of time or for such further period of time as the CAO, in their discretion, may decide.

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**16.3** The purchase of any Animal from the Animal Care Facility pursuant to the provisions of this section shall obtain full right and title to it and the right and title of the previous Owner shall cease thereupon.

**16.4** Where an Animal has been impounded if, in the opinion of a Registered Veterinarian, the Animal should be humanely euthanized for medical reasons, a Registered Veterinarian may immediately proceed to humanely euthanize the Animal.

**16.5** No action shall be taken against any Person, including an Enforcement Officer or Registered Veterinarian, acting under the authority of this Bylaw for damages for destruction or other disposal of a any Animal, in accordance with the provisions of this Bylaw.

**16.6** Any impounded Animal which is unclaimed, and the requisite fees associated with the capture, impoundment, or any other fees relating to this Bylaw have not been paid within the specified time, may be destroyed, or otherwise disposed of by order of the Enforcement Officer in which case those costs incurred will be borne by the Village.

**16.7** Any Animal so captured and impounded shall not be released from the Animal Care Facility unless the Owner can prove to the Animal Care Facility personnel that all fines, fees and costs have been paid and a current license has been obtained if required, pursuant to this Bylaw.

## **SECTION 17 – ENFORCEMENT**

### **AUTHORITY OF AN ENFORCEMENT OFFICER**

**17.1** Any Enforcement Officer is hereby authorized to enforce this Bylaw.

**17.2** No Person(s) shall interfere with, hinder, or obstruct an Enforcement Officer or any Person authorized by this Bylaw who is attempting enforce any provision of this Bylaw.

**17.3** No Person shall fail to comply with an Order issued either in writing or by verbal means from an Enforcement Officer.

**17.3** An Enforcement Officer may enter onto the land surrounding any building which has been observed contravening any section of this Bylaw.

**17.4** An Enforcement Officer may capture any Animal:  
**(a)** in any case where the Enforcement Officer believes or has reasonable grounds to believe an offence under this Bylaw is being or has been committed;  
**(b)** which is required to be impounded pursuant to the provisions of any statute of Canada or the Province of Alberta, or any regulation made thereunder.

**17.5** The Enforcement Officer may use any humane method in their attempt to capture an Animal and should the Animal be hurt during capture or attempted capture, neither the Village, Council or the Enforcement Officer be held liable for such injury.

## **SECTION 18 - PENALTIES**

**18.1** Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable to a penalty as set out in **Schedule “B”** of this Bylaw.

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- 18.2** In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
- 18.3** Fees for licensing, impounding, boarding, feeding and veterinary treatment of the Animal shall be charged to the Owner of the Animal as set out in **Schedule "A"** of this Bylaw.
- 18.4** Any Person who contravenes any provision of this Bylaw is guilty of an offence by:  
**(a)** doing any act or things which the Person is prohibited from doing; or  
**(b)** failing to do any act or thing the Person is required to do.
- 18.5** A Person who is guilty of an offence is liable to a fine in an amount not less than that established in **Schedule "B"**, and not exceeding \$10,000.00, and in default of payment of any fine imposed to imprisonment for no more than 6(six) months.
- 18.6** Where there is a specified penalty listed for an offence in **Schedule "B"** to this Bylaw, that amount is the specified penalty for the offence.
- 18.7** Where there is a Municipal Tag penalty listed for an offence in **Schedule "B"** to this Bylaw that amount is the minimum penalty for the offence.
- 18.8** Nothing in this by law shall be construed as curtailing or bridging the right of the Village to obtain compensation or to maintain any action for loss of or damage to property from or against the Person(s) of the Animal(s) responsible.
- 18.9** Where an Enforcement Officer believes that an Animal or the Owner is in contravention of this Bylaw, they may:  
**(a)** place a Violation Tag at the place of residence; or  
**(b)** send the Violation Tag to the Owner of the Animal by ordinary mail.
- 18.10** A Violation Tag shall be in form approved by the Village and shall state:  
**(a)** the name of the Owner;  
**(b)** the offence;  
**(c)** the appropriate penalty for the offence as is specified in **Schedule "B"** of this Bylaw;  
**(d)** the date that the penalty is due, and the penalty date must be within 10 days of issuance of the Violation Tag.
- 18.11** If a Person who is responsible for a contravention of a provision of this Bylaw, pays the specified penalty amount within the times and in the manner set out on the Violation Tag, such payment will be accepted in lieu of prosecution.
- 18.12** If payments referred to in Section 18.11 are not made within the times and in the manner set out on the Violation Tag; a Violation Ticket may be issued to the Owner of the Animal in accordance with the *Provincial Offences Procedure Act, R. S. A. 2000, c. P-34*.
- 18.13** Nothing in this section shall;  
**(a)** prevent any Person from exercising his right to defend any charge of committing a breach of any Section of this Bylaw; or  
**(b)** prevent any Enforcement Officer in lieu of serving a Violation Tag from issuing a Violation Ticket to a Person or Owner pursuant to the *Provincial Offences Procedures Act R.S.A. 2000, c. P-34*;  
**(c)** from issuing a Violation Ticket requiring the Court appearance of the defendant,

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pursuant to the provisions of the *Provincial Offences Procedures Act, R.S.A 2000, c. P 34*, or from laying an information instead of issuing a Violation Ticket.

18.14 Notwithstanding Section 18.1;

(a) where any Person contravenes the same provision of this Bylaw twice within a 12(twelve) month period, the specified penalty payable in respect of the second contravention is double that amount shown in **Schedule “B”** of this Bylaw.

(b) where any Person contravenes the same provision of this Bylaw three or more times within a 12(twelve) month period, the specified penalty payable in respect of the third or subsequent contravention is triple the amount of the fine as shown in **Schedule “B”** of this Bylaw.

18.14 The rates for annual licenses, penalties and related fees as set out in this Bylaw may be amended or revised from time to time by a resolution of Council.

**SECTION 19 - LIABILITY FOR DAMAGE**

19.1 The Village of Beiseker or any Enforcement Officer will not be held liable for any damaged whether direct or indirect suffered by any Person, premises as a result of any obligation of the Village of Beiseker, or an Enforcement Officer to discharge any of its obligations pursuant to this Bylaw, unless the Village of Beiseker or the Enforcement Officer are grossly negligent.

**SECTION 20 -SEPARATE AND SEVERABLE**

20.1 Each section of this Bylaw shall be read as being separate and severable from each other section. If any portion or section of this Bylaw is declared invalid by a Court of competent jurisdiction, then the validity of this Bylaw in whole or in part, other than the part so declared shall not be affected and such invalid portion or section of the Bylaw shall be read as being separate and severable from the rest of the Bylaw.

**SECTION 21 - RESCINDED BYLAW**

21.1 Bylaw No. 2011-07 is hereby rescinded.

**SECTION 22 - EFFECTIVE DATE**

22.1 This Bylaw shall take effect upon the date of passage thereof.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

READ A THIRD AND FINALLY PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CHIEF ADMINISTRATIVE OFFICER



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SCHEDULE "A"	
LICENCING AND RELATED FEES	
<b><u>DOG(S)</u></b>	
To be paid on or BEFORE THE CLOSE OF BUSINESS ON THE LAST WORKING DAY OF JANUARY IN EACH CALENDAR YEAR. Also applies to animals that are obtained after February 1st.	
UNDER ONE YEAR	<b>\$15.00</b>
ALTERED	<b>\$15.00</b>
UNALTERED	<b>\$30.00</b>
On or after February 1st, the following license rates apply to animals who were owned prior to February 1st	
UNDER ONE YEAR	<b>\$30.00</b>
ALTERED	<b>\$30.00</b>
UNALTERED	<b>\$60.00</b>
<b><u>SERIOUS THREAT/DANGEROUS DOG(S)</u></b>	
To be paid on or BEFORE THE CLOSE OF BUSINESS ON THE LAST WORKING DAY OF JANUARY IN EACH CALENDAR YEAR. Also applies to animals that are obtained after February 1st.	
	<b>\$250.00</b>
On or after February 1st, the following license rates apply to animals who were owned prior to February 1st	
	<b>\$500.00</b>
<b><u>CAT(S)</u></b>	
To be paid on or BEFORE THE CLOSE OF BUSINESS ON THE LAST WORKING DAY OF JANUARY IN EACH CALENDAR YEAR. Also applies to animals that are obtained after February 1st.	
UNDER ONE YEAR	<b>\$15.00</b>
ALTERED	<b>\$15.00</b>
UNALTERED	<b>\$30.00</b>
On or after February 1st, the following license rates apply to animals who were owned prior to February 1st	
UNDER ONE YEAR	<b>\$30.00</b>
ALTERED	<b>\$30.00</b>
UNALTERED	<b>\$60.00</b>
* Puppies or kittens under one year cannot be spayed or neutered, therefore in the second year, verification of spay or neutered is required.	
*Proof of spay/neuter is required in order to determine the fee.	
<b><u>RELATED FEES</u></b>	
REPLACEMENT TAG	<b>\$5.00</b>
SERVICE/ANIMAL SUPPORT (LICENSE/PERMIT)	<b>NIL</b>
APPEAL FEE	<b>\$100.00</b>
IMPOUND FEES	Rate Set By Animal Care Facility
IMPOUND ADMINISTRATION FEES	<b>NIL</b>
SERIOUS THREAT/DANGEROUS DOG IMPOUND FEES	Rate Set By Animal Care Facility
SERIOUS THREAT/DANGEROUS DOG IMPOUND ADMINISTRATION FEE	<b>\$250.00</b>
VETERINARY FEES	Rate Set By Veteranian/Animal Care Facility

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**SCHEDULE "B"**  
**PENALTIES**

SECTION	OFFENCE	VIOLATION TICKET SPECIFIED	VIOLATION TAG MINIMUM	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE	SERIOUS THREAT/ DANGEROUS DOG
SECTION 4	<i>OWNER(S) RESPONSIBILITIES</i>					
4.1(a)	RUNNING AT LARGE – LICENSED	\$200.00	\$100.00	\$200.00	\$300.00	\$1500.00
4.1(b)	RUNNING AT LARGE – UNLICENSED	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
4.3	FAIL TO OBTAIN A LICENSE	\$500.00	\$250.00	\$500.00	\$750.00	\$750.00
4.4	ANIMAL LEFT UNATTENDED WHILE TETHERED WITHIN ACCESS OF THE PUBLIC	\$200.00	\$100.00	\$200.00	\$300.00	\$1500.00
4.5	LEFT UNSUPERVISED OUTSIDE ON PRIVATE PROPERTY	\$200.00	\$100.00	\$200.00	\$300.00	\$1500.00
4.6	HARBOUR MORE THAN 6 ANIMALS OVER 3 MONTHS IN AGE	\$500.00	\$250.00	\$500.00	\$750.00	\$750.00
4.7	REGARDING NOISE/ODOR DUE TO NUMBER OF ANIMALS	\$250.00	\$100.00	\$200.00	\$300.00	REGULAR OFFENCE
SECTION 5	<i>NUISANCE</i>					
5.1	HABITUALLY BARK, HOWL OR OTHERWISE CREATE DISTURBANCE	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.2	DAMAGE TO PROPERTY	\$500.00	\$250.00	\$500.00	\$750.00	
5.3(a)	BITING/CHASING/ATTACKING A PERSON OR ANIMAL	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$3000.00
5.3(b)	CAUSING INJURY SEVERE OR OTHERWISE TO A PERSON OR ANIMAL	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$3000.00
5.3(c)	BITING/CHASING ATTACKING A BICYCLE/MV/ OTHER VEHICLE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$3000.00
5.3(d)	NOT CONTAIN/RESTRAIN ON/OFF PROPERTY AN ANIMAL IN ESTRUS (IN HEAT)	\$500.00	\$250.00	\$500.00	\$750.00	\$1000.00
5.3(e)	NOT RESTRAINED FROM GARDEN/FLORAL AREA OTHER THAN OWNERS	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.3 (f)	NOT RESTRAINED FROM SWIMMING/BATHING /WADING POOL OTHER THAN OWNERS	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.3(g)	WHERE PROHIBITED	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.4	UPSET/SCATTER WASTE ECEPTICAL/CONTENTS	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.5	ODORS RESULTING FROM FECES	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.6	FAIL TO IMMEDIATELY REMOVE DEFECATION FROM ANY PROPERTY NOT OWNED	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.7(a)	DEPOSITING ANIMAL FECES IN A DISPOSAL CONTAINER NOT OWNED BY THEM OR THE MUNICIPALITY	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.7(b)	FAIL TO SECURE WASTE FROM DRAINAGE/ SPILLAGE/LEAKAGE	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.8(a)	TEASE/TORMENT/ANNOY/ABUSE OR INJURE AN ANIMAL	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.8(b)	INTERFERE/HINDER/OBSTRUCT AN ENFORCEMENT OFFICER	\$1000.00	\$500.00	\$1000.00	\$1500.00	REGULAR OFFENCE
5.8(c)	TAMPER W/TRAP OR ENTICE/ASSIST ANIMAL TO ESCAPE CAPTURE FROM AN ENFORCEMENT OFFICER	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
5.8(d)	FALSELY REPRESENT BEING IN CHARGE OF AN ANIMAL TO AVOID ANIMAL BEING AT LARGE	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
5.8(e)	UNLOCK/UNLATCH/OPEN VEHICLE WHERE ANIMAL IS BEING HELD/IMPOUNDED	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
5.8(f)	UNTIE/LOOSEN/FREE AN ANIMAL BEING RETAINED BY OWNER/ENFORCEMENT OFFICER	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00

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5.8(g)	NEGLIGENTLY/WILLFULLY OPEN GATE/DOOR/ OTHER OPENING ALLOWING ANIMAL TO ESCAPE	\$500.00	\$250.00	\$500.00	\$750.00	\$1500.00
5.8(h)	LEAD/RIDE/DRIVE LIVESTOCK WITHOUT PRIOR PERMISSION FROM VILLAGE	\$1000.00	\$500.00	\$1000.00	\$1500.00	REGULAR OFFENCE
5.8(i)	HARBOUR LIVESTOCK NOT ZONED FOR WITHOUT PRIOR PERMISSION FROM VILLAGE	\$500.00	\$250.00	\$500.00	\$750.00	REGULAR OFFENCE
SECTION 6	<i>SERIOUS THREAT OR DANGEROUS DOG</i>					REGULAR OFFENCE
6.4	FAIL TO IMMEDIATELY DIVULGE TO THE VILLAGE OF A DOG HAVING BEEN DEEMED A SERIOUS THREAT/DANGEROUS DOG	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.5	FAIL TO OBTAIN/MAINTAIN A SERIOUS THREAT /DANGEROUS DOG LICENSE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.6	FAIL TO IMMEDIATELY NOTIFY THE VILLAGE OF A SERIOUS THREAT/DANGEROUS DOG IS AT LARGE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.8	FAIL TO PROVIDE VILLAGE WITH NEW LOCATION OF DOG WHEN COURT ORDERED	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.9 (a thru k)	FAIL TO COMPLY WITH CONDITIONS IMPOSED BY VILLAGE	\$2000.00	\$1000.00	\$2000.00	\$3000.00	\$2000.00
6.10	FAIL TO IMMEDIATELY NOTIFY VILLAGE OF INSURANCE LIABILITY CANCELLATION/EXPIRY/ TERMINATION	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.11	FAIL TO NOTIFY WITHIN 10 DAYS OF DOG THAT HAS BEEN SOLD/GIFTED/TRANSFERRED/DIES	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.12	FAIL TO REMAIN LIABLE FOR ACTIONS OF DOG UNTIL NOTIFICATION OF NEW LOCATION/NEW OWNER IS RECEIVED BY THE VILLAGE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
6.13	FAIL TO ABIDE WITH SECTIONS 4 OR 5 OF THE BYLAW	\$1000.00	\$500.00	\$1000.000	\$1500.00	\$1000.00
SECTION 7	<i>UNATTENDED ANIMAL(S) IN VEHICLE</i>					
7.1	ANIMAL LEFT UNATTENDED IN UNSUITABLE WEATHER	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
7.4	ANIMAL UNSECURED OUTSIDE OF THE CAB OF A MOTOR VEHICLE	\$500.00	\$100.00	\$200.00	\$300.00	\$500.00
SECTION 8	<i>COMMUNICABLE DISEASES</i>					
8.1(a)	PERMIT ANIMAL IN PUBLIC PLACE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
8.1(b)	KEEP ANIMAL TO BE IN CONTACT WITH/IN PROXIMITY OF ANOTHER ANIMAL	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1500.00
8.1(c)	FAIL TO KEEP ANIMAL LOCKED/TIED	\$2000.00	\$1000.00	\$2000.00	\$3000.00	\$3000.00
8.1(d)	FAIL TO IMMEDIATELY REPORT THE DISEASE TO VILLAGE	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
8.2	FAIL TO SURRENDER INFECTED ANIMAL	\$2000.00	\$1000.00	\$2000.00	\$3000.00	\$2000.00
8.3	FAIL TO SURRENDER ANIMAL IF REASONABLE/ PROBABLE GROUNDS THAT ANIMAL IS INFECTED	\$2000.00	\$1000.00	\$2000.00	\$3000.00	\$2000.00
SECTION 9	<i>OFF LEASH AREAS AND ANIMAL EVENTS</i>					
9.5	REFUSE TO FOLLOW AN ORDER ISSUED BY AN ENFORCEMENT OFFICER TO LEASH/REMOVE ANIMAL	\$1000.00	\$500.00	\$1000.00	\$1500.00	\$1000.00
9.8	"SERIOUS THREAT/DANGEROUS DOG" IN OFF LEASH AREA	\$3000.00	\$1500.00	\$3000.00	\$4500.00	\$3000.00
SECTION 10	<i>LICENSING PROVISIONS</i>					
10.1	FAIL TO OBTAIN AN ANNUAL LICENSE	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
10.4(b)	FAIL TO OBTAIN LICENSE WITHIN 2 WEEKS OF OWNERSHIP	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
10.4(c)	FAIL TO OBTAIN LICENSE FOR HARBOURING ANIMAL FOR MORE THAN 1 MONTH	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00
10.4(d)	FAIL TO COMPLETE LICENSING	\$500.00	\$250.00	\$500.00	\$750.00	\$500.00

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10.4(e)	FAIL TO PROVIDE ANIMAL WITH COLLAR	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>
10.6	PROVIDE FALSE OR MISLEADING INFORMATION IN RESPECT TO LICENSING	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>
10.9	FAIL TO IMMEDIATELY NOTIFY VILLAGE OF MISSING ANIMAL	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>
10.11	FAIL TO REPORT TRANSFER OF OWNERSHIP	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>
10.16	FAIL TO LICENSE AN ANIMAL UNDER 3 MONTHS OF AGE WHEN FOUND TO BE IN CONTRAVENTION	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>
<i>SECTION 11</i>	<i>RESTRICTED OR PROHIBITED ANIMALS(S)</i>					
11.1	HARBOUR/PERMIT RESTRICTED/PROHIBITED ANIMAL(S)	\$3000.00	\$1500.00	\$3000.00	<b>\$4500.00</b>	<b>\$3000.00</b>
<i>SECTION 12</i>	<i>SERVICE OR EMOTIONAL SUPPORT ANIMAL(S)</i>					
12.4	FAIL TO ADHERE TO PROVISIONS OF THE BYLAW	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>
<i>SECTION 14</i>	<i>ANIMAL CARE FACILITY OPERATIONS</i>					
14.5	FAIL TO BE RESPONSIBLE FOR COST REGARDING APPREHENSION OF AN ANIMAL	\$ on individual bases	\$ on individual bases	\$ on individual bases	\$ on individual bases	\$ on individual bases
<i>SECTION 17</i>	<i>ENFORCEMENT</i>					
17.2	OBSTRUCT OR HINDER AN ENFORCEMENT OFFICER	\$500.00	\$1500.00	\$3000.00	<b>\$4500.00</b>	<b>\$500.00</b>
17.3	FAIL TO COMPLY WITH AN ORDER ISSUED BY AN ENFORCEMENT OFFICER	\$500.00	\$250.00	\$500.00	<b>\$750.00</b>	<b>\$500.00</b>



## VILLAGE OF BEISEKER ANIMAL LICENSE

**NEW**  **RENEWAL**  **INFORMATION UPDATE**  
 **SERVICE/EMOTIONAL SUPPORT ANIMAL**

NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELLULAR \_\_\_\_\_

EMAIL: \_\_\_\_\_

DOG  CAT  OTHER \_\_\_\_\_

SEX:  MALE  FEMALE  ALTERED

NAME OF ANIMAL: \_\_\_\_\_

BREED: \_\_\_\_\_

COLOUR: \_\_\_\_\_

MARKINGS: \_\_\_\_\_

MICROCHIP/TATTOO: \_\_\_\_\_

PICTURE ATTACHED

### ACKNOWLEDGEMENT

I acknowledge that I have read and understand my responsibilities for animal ownership under the Animal Control Bylaw.

\*Signature: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSING OF DOGS IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT RELIEVE THE OWNER OF THEIR RESPONSIBILITIES TO OBTAIN A FANCIER LICENSE FOR ANIMALS IN EXCESS OF THE LIMIT SPECIFIED IN SECTION 4.6 OF THE ANIMAL CONTROL BYLAW.

Falsifying information on this application is an offence and carries a penalty of **\$500**.

Failure to obtain a current license may carry a penalty of **\$500**.

Animal tags are permanent and are not required to be replaced each year, however, please ensure that the information on file is current and correct. Having your animal licensed, keeping your information current and ensuring your animal is wearing its tag, makes it easier to locate you and reunite you with your animal if it becomes lost.



## **DUNBAR BITE SCALE**

**Level 1.** Obnoxious or aggressive behavior but no skin-contact by teeth.

**Level 2.** Skin-contact by teeth but no skin-puncture. However, may be skin nicks (less than one tenth of an inch deep) and slight bleeding caused by forward or lateral movement of teeth against skin, but no vertical punctures.

**Level 3.** One to four punctures from a single bite with no puncture deeper than half the length of the dog's canine teeth. Maybe lacerations in a single direction, caused by victim pulling hand away, owner pulling dog away, or gravity (little dog jumps, bites and drops to floor).

**Level 4.** One to four punctures from a single bite with at least one puncture deeper than half the length of the dog's canine teeth. May also have deep bruising around the wound (dog held on for N seconds and bore down) or lacerations in both directions (dog held on and shook its head from side to side).

**Level 5.** Multiple-bite incident with at least two Level 4 bites or multiple-attack incident with at least one Level 4 bite in each.

**Level 6.** Victim dead.

**APPENDIX “C”**



**Warning sign for a “Serious Threat or Dangerous” Dog**

**Specifications:**

1. Be a minimum 15 cm by 15 cm in size.
2. Contain the word **“WARNING”** or **“DANGER”** in minimum 2 cm size font.
3. Contain wording identifying a **“Dangerous Dog on Premises”**.
4. Contain a visual warning symbol of a Dog.
5. Be made of a rigid material that is resistant to weather and capable of being attached outdoors to a secure enclosure or fence.

**Sample sign (not to scale)**



**APPENDIX “D”**



## **IMPOUND NOTIFICATION**

DATE:

NAME:

You are hereby notified that the animal bearing License No. \_\_\_\_\_ for the year \_\_\_\_\_ and registered under the above name and address was impounded on \_\_\_\_\_, pursuant to the provisions of Section \_\_\_\_\_ of Bylaw 2021-02 - Animal Control Bylaw.

Unless the animal is claimed and all impoundment, fines and fees are paid on before \_\_\_\_\_, the animal will be sold, destroyed, or otherwise disposed of pursuant to the Bylaw.

If you require any further information, please contact:

**Municipal Enforcement at 403-807-9838 or the  
Village of Beiseker Municipal Office at 403-947-3774**

\_\_\_\_\_  
Municipal Enforcement Officer

OFFICE USE  
DELIVERY METHOD

HAND DELIVERED DATE: \_\_\_\_\_

REGISTERED MAIL DATE: \_\_\_\_\_





**SERIOUS THREAT NOTIFICATION**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

WHEREAS I, \_\_\_\_\_ the Chief Administrative Officer in the Village of Beiseker, after completing an investigation in conjunction with Municipal Enforcement, have declared that the dog belonging to \_\_\_\_\_ to be a "Serious Threat" to the public and other animals.

THIS IS TO HEREBY INFORM YOU THAT FROM THE DATE INDICATED ABOVE, YOUR DOG IS DECLARED A "SERIOUS THREAT" ANIMAL.

DECLARED before me at the }  
\_\_\_\_\_ of }  
\_\_\_\_\_ in }  
the Province of Alberta, this }  
\_\_\_\_\_ day of \_\_\_\_\_ }  
\_\_\_\_\_ A.D. }  
\_\_\_\_\_ }

\_\_\_\_\_  
Signature of CAO

\_\_\_\_\_  
Signature of Enforcement Officer

A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF  
ALBERTA

OFFICE USE  
DELIVERY METHOD

MAILED       HAND DELIVERED

DATE: \_\_\_\_\_



**APPENDIX "F"**

BYLAW 2021-02  
VILLAGE OF BEISEKER ANIMAL CONTROL BYLAW

**Village of Beiseker**  
**Box 349, 700 1<sup>st</sup> Avenue**  
**Beiseker AB T0M 0G0 403-947-3774**

## Notice of Appeal – Municipal Bylaw Infractions

In accordance with Section 7(h) and Section 8(d) and 547 of the *Municipal Government Act*, and the Village of Beiseker Animal Control Bylaw, an appeal to the Village Council must be filed within the prescribed time as indicated on the Serious Threat Notification. Each Notice of Appeal must be accompanied by a payment of a filing fee. For filing instructions, please see the reverse side of this form.

Property Information				
Municipal Address of Property			Date Appeal Received YYYY/MM/DD	
Serious Threat Notification (please attach a copy)	Date of Decision	YYYY	MM	DD
Appellant Information				
Name of Appellant				
Mailing Address				
City	Province	Postal Code	Residential Phone #	
Business Phone #		Email Address		

### REASONS FOR APPEAL

Your reasons for appeal must be included. A copy of this notice will be provided to Village Administration and or Council Members. Be specific and provide as much detail as possible. This will assist with the review and decision for your appeal.

(Attach a separate page if required)

This personal information is collected under the authority of the *Freedom of Information and Protection Privacy Act, Section 33 (c)*. THIS INFORMATION WILL BE USED TO PROCESS THE APPEAL AND WILL BECOME PART OF A PUBLIC AGENDA. If you have any

questions regarding this, contact the Village Office at 403-947-3774.

<b>Signature of Appellant</b>		<b>Date (YYYY/MM/DD)</b>		
FOR OFFICE USE ONLY				
Final Date of Appeal YYYY/MM/DD	Fee Paid Yes/No	Hearing Date YYYY/MM/DD	Decision of Appeal Refused/Accepted	Date Appellant Notified YYYY/MM/DD

### **APPEAL SUBMISSION INFORMATION**

In addition to the Notice of Appeal, a copy of the Serious Threat Notification must be submitted.

The Notice of Appeal must be accompanied by a \$100.00 filing fee and must be received by the Village of Beiseker no later than 10 (ten) days following the designation.as specified on the Serious Threat Notification. Otherwise, the appeal will not be processed.

Your appeal will be heard by Village Council at the next regularly scheduled council meeting. The appeal must be received at least one week in advance of the meeting, or the hearing will occur at the next scheduled meeting. The decision of Village Council is final.

Should Council find in favour of the appellant, the filing fee will be refunded.

### **FILING INFORMATION**

If you mail the appeal, it must be received on or before the final date of appeal or it will not be processed and a hearing before Village Council will not be heard.

#### **MAIL TO:**

Village of Beiseker  
Box 349, Beiseker, AB T0M 0G0

#### **DELIVER TO:**

Village of Beiseker  
700 1<sup>st</sup> Avenue, Beiseker, AB T0M 0G0 (accepted during business hours or through the mail slot)

### **PAYMENT INSTRUCTIONS**

Cash, cheque, debit or credit. Please make cheques payable to the "Village of Beiseker"

If you require further information regarding appeal instructions or deadlines, contact the Village of Beiseker at:

Phone: 403-947-3774

Email: [beiseker@beiseker.com](mailto:beiseker@beiseker.com)