

TOWN OF HIGH RIVER
ALBERTA
BYLAW NO. 4247/2009

Being a bylaw for the Town of High River providing for the regulating and controlling of animals in the Town of High River.

WHEREAS The Municipal Council has authority to pass bylaws providing for the control and regulation of Animals within the Municipality, pursuant to the Municipal Government Act, Chapter M 26, of the Revised Statutes of Alberta;

AND WHEREAS The purpose of a municipality includes providing services that, in the opinion of Council, are necessary and desirable;

AND WHEREAS It is desirable to pass a bylaw dealing with the licensing and regulation of Animals in the Town of High River;

NOW THEREFORE The Council of the Town of High River enacts as follows:

1) This Bylaw may be cited as the “**Town of High River Animal Control Bylaw**”.

2) **DEFINITIONS:**

In this Bylaw unless the context otherwise requires:

“Animal” means any bird, reptile, arachnid, amphibian or mammal excluding humans and wildlife.

“Animal Services Centre” means a designated facility where animals are impounded.

“Attack” means an assault causing injury.

“Bite” means wound to the skin causing it to bruise, puncture, or break.

“Cemetery” means land within the Town of High River and managed and controlled by the Town of High River that is set apart or used as a place for the burial of dead human bodies or other human remains.

“Community Peace Officer” means a person appointed by the Municipality pursuant to the provisions of Section 42 of the Police Act, S.A. 1988 CHAP. P-12.01 as amended.

“Domesticated Animal” means any animal that has been tamed and made fit for a human environment.

“Exotic Pet” means that of foreign origin or character; not native; introduced from abroad but not fully naturalized.

“Former Owner” means the person who at the time of impoundment was the **Owner** of an **Animal** which has subsequently been sold or destroyed.

“Golf Course” means land which is set aside for the playing of the game of golf and upon which the game of golf is played.

“Injury” means physical or non-physical hurt, damage or loss sustained.

“Leash” means a chain or other material capable of restraining the Animal on which it is being used.

- “Livestock”** means:
- a) A horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep or rabbit,
 - b) Domestically reared or kept deer, reindeer, moose, elk, or bison,
 - c) Farm bred fur bearing **Animal** including foxes or mink,
 - d) **Animals** of the bovine species,
 - e) **Animals** of the avian species including chickens turkeys, ducks, geese, or pheasants;
 - f) All other **Animals** that are kept for agricultural purposes, but does not include cats, dogs, or other domesticated household pets and
 - g) Snakes, spiders, reptiles and insects that are poisonous or dangerous to the public.
- “Muzzle”** means a device of sufficient strength placed over an **Animal’s** mouth to prevent it from **biting**.
- “Noise”** means any sound which annoys, disturbs, injures or endangers the comfort, repose, health and peace or safety of others. This may be a question of fact to be determined by the Court which hears the prosecution of an offence against this Bylaw.
- “Owner”** means any natural person or body corporate:
- a) Who is the licensed **Owner** of the **Animal**;
 - b) Who has legal title to the **Animal**;
 - c) Who has possession or custody of the **Animal**, either temporarily or permanently; or
 - d) Who harbors the **Animal**, or allows the **Animal** to remain on his premises.
- “Park”** means a public space controlled by The Town of High River and set aside as a park to be used by the public for rest, recreation, exercise, pleasure, amusement, and enjoyment and includes:
- a) Playgrounds,
 - b) Cemeteries,
 - c) Natural areas,
 - d) Sports Fields,
 - e) Pathways,
 - f) Trails, and
 - g) Park roadway.
- “Pathway”** means a multi-purpose thoroughfare controlled by The Town of High River and set aside for use by pedestrians, cyclists and persons using wheeled conveyances, which is improved by asphalt, concrete or brick, whether or not it is located in a **Park**, and includes any bridge or structure with which it is contiguous.
- “Peace Officer”** means a member of the Royal Canadian Mounted Police, or a **Community Peace Officer** or a Bylaw Compliance Officer of the Town of High River.
- “Permitted Property”** Means private property upon which the Owner has the expressed permission of the owner of that property to allow the Owner’s Dog to Run at Large or public property which the Town, by resolution of Council has designated that Dogs may Run at Large and which public property is posted with signs to that effect.
- “Playground”** means land within the Town of High River and controlled by The Town of High River upon which apparatus such as swings and slides are placed.
- “Pound Keeper”** means individual responsible to operate an **Animal Services Centre**.
- “Provincial Court”** means The **Provincial Court** of Alberta.

“Roadway”

means any street, alley or highway, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or Parking of **Vehicles**.

“Running at Large” means:
a) ~~an **Animal** or **Animals** which are not **under control** of a person responsible or not on the property of the responsible person for the said animal or animals.~~
b) ~~an **Animal** or **Animals** which are under the control of a person responsible and which cause damage to persons, property or other **Animals**;~~

where a dog which is at any place other than the property of the Owner or Permitted Property and is not being carried by any person or is not otherwise restrained by a Leash held by a person competent to restrain the dog and that leash is attached to a choke chain, collar, or harness securely holding that dog;

“School Ground” means that area of up to four hectares of land adjacent to a school and that is property owned or occupied by the Foothills School Division or Christ the Redeemer School Division and includes property owned or occupied with another party or the Town of High River.

“Service Animal” means that which is a licensed **Service Animal** and is approved by Government set regulations.

“Sports Field” means land within the Town of High River and controlled by The Town of High River which is set apart and used for the playing of a sport including baseball diamonds, field hockey or cricket pitches, and rugby, soccer or football fields.

“Town Manager” means the Town Manager, Chief Administrative Officer or designate of the Town of High River.

“Town Office” means the Town of High River main office.

“Under Control” means that an animal responds to the commands given by the owner. This may be a question of fact to be determined by the Court which hears the prosecution of an offence against this Bylaw.

“Ventilation” means sufficient air flow to ensure the health and welfare of an **Animal**.

“Vehicle” means self-propelled wheeled vehicle that does not run on rails excluding motorized mobility aids.

“Vicious Animal” means any Animal, whatever its age, whether on public or private property, which has
a) chased, injured or bitten any other Animal or human,
b) damaged or destroyed any public or private property, or
c) threatened or created the reasonable apprehension of a threat to a human, and which, in the opinion of a Pound keeper, or a Peace Officer, presents a threat of serious harm to other Animals or humans.

This may be a question of fact to be determined by the Court which hears the prosecution of an offence against this Bylaw.

“Wading or Swimming Area” means any area designated as an outdoor Wading or Swimming Area. This shall include any decks surrounding such facility and shall include that area within twenty (20) meters in all directions of the outside dimensions of such facility unless the Park boundary is a lesser distance.

3) Each provision of this Bylaw is independent of all other provisions and if any provision is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw remain valid and enforceable.

4) 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.

- 5) Any heading, sub-headings, or table of contents in this Bylaw are included for guidance purposes and convenience only, and shall not form part of this Bylaw.
- 6) Where this Bylaw refers to another Act, Bylaw, regulation or agency, it includes reference to any Act, bylaw, regulation or agency that may be substituted therefore.
- 7) All the schedules attached to this Bylaw shall form a part of this Bylaw.

8) LICENSING REQUIREMENTS – DOG LICENSING

- a) No person shall own or keep any dog within the Town of High River unless such dog is licensed as provided in this Bylaw.
- b) The **Owner** of a dog shall ensure that the dog wears the current license purchased for that dog, when the dog is off the property of the **Owner**.
- c) The **Owner** of a dog shall obtain an annual license for such dog at such times and in the manner as specified in sections 8(d) and 9.
- d) The **Owner** of a dog shall:
 - i. be over the age of eighteen (18) years;
 - ii. obtain a license for such dog on the first day on which the Municipal Office is open for business after the dog becomes three months of age;
 - iii. obtain a license on the first day on which the Municipal Office is open for business after becoming the **Owner** of the dog;
 - iv. obtain a license for a dog notwithstanding that it is under the age of three months, where the dog is found **Running at Large** and
 - v. obtain a license for a dog which shall expire on the 31st day of December in the year of issue.

9) LICENSING INFORMATION

- a) When applying for a license under this Bylaw, the **Owner** shall provide the following:
 - i. a description of the dog, including breed, name, gender and age;
 - ii. the correct name, address and contact telephone number of the **Owner**;
 - iii. where the **Owner** is a body corporate, the name, address and telephone number of the natural person responsible for the dog;
 - iv. if applicable, information establishing that the dog, is neutered or spayed;
 - v. if applicable, information of a Justice declaring the dog a **Vicious Animal**;
 - vi. any other information as a **Peace Officer** may require; and
 - vii. the applicable annual license fee for each dog, as set out in the current Town of High River Rate Bylaw;
- (b) No person shall give false information when applying for a license pursuant to this Bylaw.
- (c) An **Owner** shall forthwith notify the Municipal Office of any change with respect to any information provided in an application for a license under this Bylaw.

10) REPLACEMENT OF LOST LICENSE

- a) Upon losing a license, an **Owner** of a licensed **Animal** may present the receipt for payment of the current year's license fee to a **Peace Officer**, who will issue a new tag to the **Owner** for the fee set out in current Town of High River Rate Bylaw.

11) NON-TRANSFERABLE

- a) A license issued pursuant to this Bylaw is not transferable.

12) NO REBATE

- (a) No person shall be entitled to a license rebate under this Bylaw.

13) UNCERTIFIED CHEQUES

- a) Where a license required pursuant to this Section has been paid for by the tender of an uncertified check the license:
 - i. is issued subject to the check being accepted and cashed by the bank without any mention of this condition being made on the license; and
 - ii. is automatically revoked if the check is not accepted and cashed by the bank on which it is issued.

14) HANDICAPPED OWNERS/SERVICE ANIMALS

- a) Where the *Town Manager* is satisfied that a person who is handicapped and is the *Owner* of a dog trained and used to assist such handicapped person, there shall be no fee payable by the *Owner* for a license under Sections 8 and 9.

15) RUNNING AT LARGE

- a) The *Owner* of an *Animal* shall ensure that such *Animal* is not *Running at Large*.

16) DOGS IN OFF LEASH AREAS

- a) An *Owner* of a dog is required to have the dog on a *Leash* in any public place that has not been designated as an "off *Leash* area".
- b) 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 *Town Manager*.
- c) The *Owner* of a dog in an "off *Leash* area" shall ensure that such dog is *under control* at all times.
- d) An *Owner* who fails to immediately restrain and remove a dog that is not *under control*, or is determined to be vicious at that time, by restraining the dog on a *Leash* and removing the dog from the "off *Leash* area", is guilty of an offence.
- e) Nothing in this Section relieves a person from complying with any other provisions of this Bylaw.

17) ANIMALS PROHIBITED IN OFF-LEASH AREAS

- a) No person shall allow an *Animal* other than a dog to enter into or remain in an area that has been designated by the *Town Manager* as an "off *Leash* area".
- b) A dog that has been determined to be a *Vicious Animal* shall not be permitted in an "off *Leash* area".

18) DOGS IN PROHIBITED AREAS

- a) The *Owner* of a dog shall ensure that such dog does not enter or remain in or on a *School Ground, Playground, Sports Field, Golf Course, Cemetery, Wading or Swimming Area* or other areas where dogs are prohibited by posted signs.
- b) The *Owner* of a dog shall ensure that such dog does not enter or remain in a *Park*, or any part thereof, where the dog is within five (5) meters of a *Play Structure, a Wading Pool or Swimming Area, a Sports Field, a Golf Course or a Cemetery*.
- c) The *Owner* of a dog shall ensure that such dog does not enter or remain in a *Park* or any part of a *Park* or on a *Pathway* which has been designated by the *Town Manager* as an area where dogs are prohibited.
- d) The *Owner* of a dog may allow such dog to pass along or across a *Pathway*, including a *Pathway* that runs through an area designated as an off-*Leash* area, only if such dog:

- i. is secured by a **Leash**;
- ii. remains on the right side of the **Pathway** at all times unless moving around other **Pathway** users;
- iii. remains under the **Owner's** control at all times; and
- iv. the **leash** length is reduced to no more than 2 metres when encountering any pathway users including other dogs on leash; and
- v. does not interfere with or obstruct any other **Pathway** user.

19) SWIMMING IN PARKS PROHIBITED

- a) The **Owner** of an **Animal** shall ensure that such **Animal** does not enter or swim in any body of water within a **Park**, unless specifically allowed by the **Town Manager**.
- b) The **Owner** of an **Animal** may allow such **Animal** to swim in any river which runs through or adjacent to a **Park**, unless specifically prohibited by the **Town Manager**.
- c) The **Owner** of any **Animal** shall ensure that such **Animal** does not enter or remain in the water or upon the ice of any storm water retention pond at any time.

20) CONTAINMENT OF ANIMALS

- (a) The **Owner** of an **Animal** shall not contain an **Animal** without ensuring the health and welfare of the **Animal** by at least:
 - i. providing adequate sustenance for the temperature and time period in which the **Animal** will be confined;
 - ii. providing adequate **Ventilation** for the temperature and time period in which the **Animal** will be confined; and
 - iii. providing adequate space that the **Animal** may stand up and turnaround without causing **Injury** to the **Animal** while tethered, tied or inside a container.
- (b) The **Owner** of an **Animal** shall not leave an **Animal** unattended on private property:
 - i. while tethered or tied;
 - ii. without providing adequate shelter for the temperature and time period in which the **Animal** is unattended; and
 - iii. without providing adequate sustenance for the temperature and time period in which the **Animal** is unattended.

21) ANIMALS AND VEHICLES

- (a) The **Owner** of an **Animal** shall not allow an **Animal** to run along side a moving **Vehicle** whether on a Leash or not.
- (b) The **Owner** of an **Animal** shall not leave an **Animal** unattended inside or outside of a **Vehicle** unless the **Animal** is confined so as to prevent access to persons and that the confinement of said **Animal** ensures the health and welfare of the **Animal** as set out in Section 20.

22) ANIMALS SUSPECTED OF HAVING COMMUNICABLE DISEASES

- a) An **Owner** of an **Animal** suspected of having rabies shall immediately report the matter to Agriculture Canada, Veterinary Inspection Directorate, **Town Manager**, or a **Peace Officer**.
- b) An **Owner** of an **Animal** suspected of having rabies shall confine or isolate the **Animal**, in such a manner as prescribed so as to prevent further spread of the disease.
- c) An **Owner** of an **Animal** suspected of having rabies shall keep the **Animal** confined for not less than ten (10) days at the cost of the **Owner**.

23) REMOVING EXCREMENT

- a) If an **Animal** defecates on any public or private property other than the property of its **Owner**, the **Owner** shall remove such feces immediately and dispose of this in a correct manner.

24) NOISE

- a) The **Owner** of an **Animal** shall ensure that such **Animal** shall not bark, howl, or otherwise make or cause a noise or noises which disturbs any person.
- b) Whether any sound annoys or disturbs a Person, or otherwise constitutes objectionable noise, is a question of fact to be determined by a Court hearing a prosecution pursuant to this Section of the Bylaw.

25) SCATTERING GARBAGE

- a) The **Owner** of an **Animal** shall ensure that such **Animal** shall not upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public property or in or about premises not belonging to or in the possession of the **Owner** of the **Animal**.

VICIOUS ANIMALS 26) THREATENING BEHAVIOURS

- a) The **Owner** of an **Animal** shall ensure that such **Animal** shall not:
 - i. **Bite**, bark at, or chase **Livestock**, **Animals**, bicycle, automobile, or **Vehicle**;
 - ii. Chase or otherwise threaten a person or persons, whether on the property of the **Owner** or not, unless the person chased or threatened is a trespasser on the property of the **Owner**;
 - iii. Cause damage to property or other **Animals**, not on the property of the **Owner**;
 - iv. Do any act that injures a person or persons whether on the property of the **Owner** or not;
 - v. **Bite** a person or persons, whether on the property of the **Owner** or not;
 - vi. **Attack** a person or persons, whether on the property of the **Owner** or not, causing **Injury**; or
 - vii. Cause death or injury to another **Animal**.

27) VICIOUS DOG LICENSING

- (a) No person shall own or keep any **Vicious Animal** within the Town unless such **Animal** is licensed as provided in this Bylaw.
 - (a) The holder of a Vicious dog license must be eighteen (18) years of age.
- (b) The **Owner** of a **Vicious Animal** shall ensure that the **Animal** wears the current license purchased for that **Animal**, when the **Animal** is off the property of the **Owner**.
- (c) The **Owner** of a **Vicious Animal** shall obtain an annual license for such **Vicious Animal** as set out in Sections 27(d), 8, 9 and 10 of this Bylaw.
- (d) The **Owner** of a **Vicious Animal** shall:
 - i. obtain a license for such **Vicious Animal** on the first day on which the Town office is open for business after the **Animal** has been declared as vicious;
 - ii. obtain a license on the first day on which the Town office is open for business after he becomes **Owner** of the **Vicious Animal**;

28) HEARINGS AND ORDERS

- (a)
 - i The **Owner** of an **Animal** alleged to be a **Vicious Animal** shall be provided Notice of a Hearing for determination by the Provincial Court ten (10) clear days before the date of the Hearing.
 - ii The **Animal** may be held pending the outcome of the Hearing and any Appeals.
- (b) Upon hearing the evidence, the Justice shall make an order in a summary way declaring the **Animal** as a **Vicious Animal** if in the opinion of the Justice:

- i. the **Animal** has caused **Injury** to a person, whether on public or private property; or
 - ii. the **Animal** has, while off its Owner's property, caused the death of an Animal.
 - (c) Upon hearing the evidence, the Justice may make an order declaring the **Animal** as a **Vicious Animal** or ordering the **Animal** euthanized, or both, if in the opinion of the Justice the **Animal** is likely to cause serious damage or injury, taking into account the following factors:
 - i. whether the **Animal** has chased any person or **Animal**;
 - ii. whether the **Animal** has attempted to Bite, or has bitten any person or **Animal**;
 - iii. whether the **Animal** has wounded, **attacked** or injured any person or **Animal**;
 - iv. the circumstances surrounding any previous **biting, attacking, or** wounding incidents; and
 - v. whether the **Animal**, when unprovoked, has shown a tendency to pursue, chase or approach in a menacing fashion persons upon the street, sidewalk or any public or private property.
 - (d) The order of a Justice declaring an **Animal Vicious** shall embody all of the requirements in Sections 1 to 10 inclusive.
 - (e) A **Vicious Animal** order pursuant to this Bylaw continues to apply if the **Animal** is sold, given or transferred to a new **Owner**.

29) REGULATIONS

- (a) Prior to a license being issued, the **Owner** of a **Vicious Animal** shall within ten (10) days after the **Animal** has been declared vicious; if the Animal is in an unaltered state; have the **Animal** neutered or spayed.
- (b) The **Owner** of a **Vicious Animal** shall:
 - (a) notify the **Town Office** and Bylaw Services should the **Animal** be sold, gifted, or transferred to another person or die; and
 - (b) remain liable for the actions of the **Animal** until formal notification of sale, gift or transfer is given to the **Town office** and Bylaw Services.
- (c) The **Owner** of a **Vicious Animal** shall ensure that such **Animal** 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.
- (d) The **Owner** of a **Vicious Animal** shall ensure that such Animal does not damage or destroy public or private property.
- (e) The **Owner** of a **Vicious Animal** shall ensure that such Animal is not **Running at Large**.
- (f) The **Owner** of a **Vicious Animal** shall notify the Bylaw Services and Town Office if the Animal is **Running at Large**.
- (g) The **Owner** of a **Vicious Animal** shall ensure that when such Animal is on the property of the **Owner** such Animal is:
 - i. under the control of a person over the age of eighteen (18) years;
 - ii. when such **Animal** is outdoors such Animal is:
 1. in a locked pen or other structure, in order to prevent the escape of the **Vicious Animal** and capable of preventing the entry of any person not in control of the **Animal**; or
 2. securely **Muzzled**, and under the control of a person over the age of (18) years by means of a **Leash** not exceeding one (1) meter in length in a manner that prevents it from chasing, injuring or **biting** other Animals or humans as well as preventing damage to public or private property.
- (h) The **Owner** of a **Vicious Animal** shall ensure that at all times,

when off the property of the **Owner**, such **Animal** is securely:

- i. **Muzzled;**
 - ii. harnessed or **leashed** on a lead which length shall not exceed one (1) meter in a manner that prevents it from chasing, injuring or **biting** other Animals or humans as well as preventing damage to public or private property; and
 - iii. under the control of a person over the age of (18) years, whether on private or public property.
- (i) The **Owner** of a **Vicious Animal** shall ensure that the locked pen or other structure:
- i. shall provide the **Vicious Animal** with shelter from the elements;
 - ii. shall be of the minimum dimensions of one and one-half (1.5) meters in width by three (3) meters in length and be a minimum one and one-half (1.5) meters in height; and
 - iii. shall not be within one (1) meter of the property line or within five (5) meters of a neighboring dwelling unit.
- (j) The **Owner** of a **Vicious Animal** shall, within ten days of the date of the order declaring the **Animal** to be vicious, have a **Peace Officer** display a sign on his premises warning of the presence of the Animal in the form illustrated in Schedule "B".
- (k) A sign shall be placed by a **Peace Officer** at each entrance to the premises where the **Animal** is kept and on the pen or other structure in which the **Animal** is confined.
- (l) A sign, posted by a **Peace Officer**, shall be posted to be clearly visible and capable of being seen by any person accessing the premises.
- (m) This sign shall not be altered, removed or tampered with in any way.

30) ANIMALS NOT PERMITTED

- a) No person shall keep **Livestock** in any area of the Town of High River without prior permission from the **Town Manager** or except for those **Animals** which existed prior to the passing of this Bylaw or **Animals** occupying lands which from time to time are annexed into the Town. Facilities where **Livestock** are temporarily housed for educational, scientific, or civic purposes are exempt from the provisions of this bylaw.

31) ANIMAL CONTROL OPERATIONS – SEIZURE

- a) A **Peace Officer** may capture and impound any **Animal**:
- i. found **Running at Large**;
 - ii. which has bitten, or is alleged to have bitten a person, pending the outcome of an application to declare the **Animal** vicious or to euthanize the **Animal**; or
 - iii. Which is required to be impounded pursuant to the provisions of any Statute of Canada or of the Province of Alberta, or any Regulation made there under.

32) NOTIFICATIONS

- a) A person who takes control of any stray dog, shall forthwith notify the **Town Manager** or a **Peace Officer**, and provide any required information.
- b) If a **Peace Officer** knows or can ascertain the name of the **Owner** of any impounded **Animal**, he shall serve the **Owner** with a copy of the Notice in Schedule "A" of this Bylaw, either personally or by leaving it, or by mailing it to the last known address of the **Owner** by registered mail.
- c) An **Owner** of an **Animal** to whom a Notice is mailed, is deemed to have received a Notice within forty-eight (48) hours from the time it is mailed.

33) OBSTRUCTION AND INTERFERENCE

- a) The **Owner** of an **Animal** or **Vicious Animal** which is being or has been pursued or captured shall not:
 - i. interfere with or attempt to obstruct a **Peace Officer** who is attempting to capture or who has captured an **Animal(s)** which is subject to impoundment;
 - ii. attempt to release an **Animal(s)** that has been captured for impoundment; or
 - iii. remove, or attempt to remove any **Animal** from the possession of a **Peace Officer**.
- b) No person shall:
 - i. with the exception of the **Owner**; untie, loosen or otherwise free an **Animal** which has been tied or otherwise restrained;
 - ii. negligently or willfully open a gate, door or other opening in a fence or enclosure in which an **Animal** has been confined and thereby allow an **Animal** to **run at large** in the Town;
 - iii. entice an **Animal** to **run at large**;
 - iv. tease an **Animal** caught in an enclosed space; or
 - v. throw or poke any object into an enclosed space when an **Animal** is caught or confined therein.

34) RECLAIMING

- a) The **Owner** of any impounded **Animal** may reclaim the **Animal** by:
 - i. paying the costs of impoundment as set out in current Town of High River Rate Bylaw; and
 - ii. where a license is required under this Bylaw, obtaining the license for such **Animal**.
- b) Where an **Animal** is claimed, the **Owner** shall provide proof of Ownership of the **Animal** prior to release to the satisfaction of the **Pound Keeper**.

35) AUTHORITY OF POUND KEEPER

- a) The **Pound Keeper** may:
 - (a) receive **Animals** into protective care pursuant to fire, flood, or other reasons;
 - (b) retain the **Animals** temporarily;
 - (c) charge the **Owner** fees pursuant to current Rates Bylaw for costs of impoundment; and
 - (d) at the end of the protective care period, if no other arrangements are made between the **Owner** and a **Peace Officer**, treat such **Animals** as impounded **Animals**.
- b) The **Pound Keeper** may offer for sale, euthanize, or otherwise dispose of all unclaimed **Animals** which have been received.
- c) The **Pound Keeper** shall not sell, euthanize, or otherwise dispose of an impounded **Animal** or **Vicious Animal** until an **Animal** is retained in the **Animal Services Centre** for:
 - (a) ninety-six (96) hours after the **Owner** has received notice that the **Animal** is in the **Animal Services Centre**; or
 - (b) ninety-six (96) hours, if the name and address of the **Owner** is not known.
- d) The **Pound Keeper** may retain an **Animal** for a longer period if in the **Pound Keepers** opinion the circumstances warrant the expense or he/she has reasonable grounds to believe that the **Animal** is a continued danger to persons, **Animals**, or property.
- e) The **Pound Keeper** may, before selling an unclaimed **Animal**, require that the **Animal** be spayed or neutered. The cost of this procedure may be covered by the new owner.
- f) The purchaser of an **Animal** from the **Pound Keeper** pursuant to the provisions of this Bylaw shall obtain full right and title to it and the right and title of the **Former Owner** of the **Animal** shall cease thereupon.
- g) The **Pound Keeper** is to notify the Town of High River upon transfer of title or death of any animal in **Animal Services Centre**.

36) OFFENCES AND PENALTIES

- a) **LICENSED OWNER**
 - i. if an **Animal** is involved in a contravention of this Bylaw, the **Owner** of that **Animal** is guilty of an offence.

- b) **GENERAL PENALTY PROVISIONS**
 - i. Every **Owner** of an **Animal** who contravenes any of the provisions of this Bylaw by:
 - i) doing any act or thing which the person is prohibited from doing, or
 - ii) failing to do any act or thing the person is required to do, is guilty of an offence.
 - ii. Any person who is convicted of an offence pursuant to this Bylaw is liable on summary conviction to a fine not exceeding \$10,000.00, and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

- c) **VIOLATION TICKETS AND PENALTIES**
 - i. Where a **Peace Officer** believes on reasonable and probable grounds that a person has contravened any provision of this Bylaw, they may serve upon such person a violation tag provided by this section:
 - 1. either personally on the **Owner** of the **Animal** or by leaving it for the **Owner** at their residence with a person on the premises who appears to be at least eighteen (18) years of age or by registered mail and such service shall be adequate for the purpose of this bylaw
 - 2. a violation tag shall be in such form as determined by the Town of High River and shall state the section of the Bylaw which was contravened and the amount which is provided, that will be accepted by the Town in lieu of prosecution
 - 3. Upon production of a violation tag issued pursuant to this section within (14) days from the issue thereof together with the payment to the Town of High River of the fee as provided, the person to whom the tag was issued shall not be liable for prosecution for the contravention in respect of which the tag was issued.
 - 4. Notwithstanding the provisions of this section, a person to whom a tag has been issued pursuant to this section may exercise his/her right to defend any charge of committing a contravention of the provisions of this bylaw.
 - ii. The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount shown in the current Town of High River Rate Bylaw in respect of that provision.
 - iii. The minimum penalty payable in respect of a contravention of a provision of this Bylaw is the amount shown in the current Town of High River Rate Bylaw in respect of that provision.
 - 1. where any person contravenes the same provision of this Bylaw twice within one twelve month period, the specified penalty payable in respect of the second contravention is double the amount shown in current Rates Bylaw in respect of that provision:
 - 2. where any person contravenes the same provision of this Bylaw three or more times within one twelve month period, the specified penalty payable in respect of the third or subsequent contravention is triple the amount shown in the current Rates Bylaw in respect of that provision;

- d) **CONTINUING OFFENCES**
 - i. 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 the current Town of High River Rate Bylaw for each such day.

- e) MANDATORY COURT OR INFORMATION
 - i. This Section shall not prevent any officer from issuing a violation ticket requiring the court appearance of the defendant, pursuant to the provisions of the Provincial Offences Procedure Act, R.S.A. 2000, c.P-34, or from laying an information report instead of issuing a violation ticket.
- f) LIABILITY FOR FEES
 - i. The levying and payment of any fine or the imprisonment for any period provided in this Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which he/she is liable under the provisions of this Bylaw.
- g) ORDERS BY A JUSTICE
 - i. A Justice, in addition to the penalties provided for in this Bylaw, may if he/she considers the offence sufficiently serious direct or order the **Owner** of the **Animal** to stop the **Animal** from doing mischief or causing the disturbance or nuisance complained of, or to have the **Animal** removed from the Town of High River, or have the **Animal** destroyed.
 - ii. A Justice, after convicting the **Owner** of an **Animal** of an offence under this Bylaw, may, in addition to any other penalties imposed or orders made, and without further notice or hearing, declare the subject **Animal** a **Vicious Animal**, pursuant to the provisions of this Bylaw.
- h) PROOF OF LICENSE
 - i. The onus of proving a person has a valid and subsisting license is on the person alleging the license.
 - ii. The onus of proving the age of an **Animal** is on the person alleging the age.

37) VALIDITY OF EXISTING LICENSES

- a) An existing license issued under Bylaw 3704/92, the *Animal Control* Bylaw remains valid until the term of such license expires.

Bylaw 3704/92 and any amendments thereto are hereby rescinded.

This Bylaw comes into full force upon Third and Final Reading.

READ a first time this _____ day of _____, 2009.

MAYOR/DEPUTY MAYOR

**TOWN MANAGER/
DIRECTOR OF CORPORATE SERVICES**

READ a second time this _____ day of _____, 2009.

MAYOR/DEPUTY MAYOR

**TOWN MANAGER/
DIRECTOR OF CORPORATE SERVICES**

READ a third and final time this _____ day of _____, 2009.

MAYOR/DEPUTY MAYOR

**TOWN MANAGER/
DIRECTOR OF CORPORATE SERVICES**

SCHEDULE "A"

FORM OF NOTICE OF ANIMAL SEIZURE

Town of High River

Bylaw Enforcement Services

309B Macleod Trail S.W.

High River, Alberta

Canada T1V 1Z5

Ph: (403) 601-8696

Fax: (403) 652-2396

Website: www.highriver.ca



DATE

Owner Name

Owner Address

You are hereby notified that an **Animal** bearing License No. _____ registered under the above name and address was impounded on _____, A.D. 20__ pursuant to the provisions of Bylaw No. 4247/2009 of the Town of High River, and that, unless the said **Animal** is claimed and all impoundment charges are paid, on or before _____, 20__, the said **Animal** will be sold, destroyed or otherwise disposed of pursuant to the said Bylaw.

Bylaw Enforcement Services

Town of High River

Office: 403 601 8696

Email: thr-enfr@highriver.ca

SCHEDULE "B"

SAMPLE VICIOUS ANIMAL SIGN

