

BYLAW NO. 424-19

A BYLAW IN THE TOWN OF PONOKA IN THE PROVINCE OF ALBERTA
FOR THE LICENSING, REGULATION AND CONTROL OF ANIMALS AND LIVESTOCK

WHEREAS Council of the Town of Ponoka has the authority to enact bylaws under the Municipal Government Act, RSA 2000c M-26.1 respecting the safety, health and welfare of people and the protection of people and property; and

WHEREAS, the Council of the Town of Ponoka deems it desirable to pass such a Bylaw;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF PONOKA, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED ENACTS AS FOLLOWS:

PART 1 - TITLE

1. This Bylaw shall be cited as the Town of Ponoka "*Animal Control Bylaw.*"

PART 2 - DEFINITIONS

2. In this bylaw, unless the context otherwise requires the word, term or expressions:
 - a. "Active Service" means the work of a police Dog while it is aiding a law enforcement officer in carrying out that officer's duties;
 - b. "Altered" means neutered or spayed;
 - c. "Animal" shall mean any Dog or Cat;
 - d. "Animal Control Officer" means a person employed under the contract between the Town and its Contractor to enforce the provisions of this Bylaw;
 - e. "Aggressive Dog" means any Dog that:
 - i. has been designated as such by the Chief Administrative Officer in accordance with this Bylaw;
or
 - ii. has been made the subject of an Order under the Dangerous Dogs Act, RSA 2000, c.D-3;
 - f. "Bite" means a single application of force by an Animal's mouth and teeth or beak upon a person or other Animal which results in pain or injury of any nature.
 - g. "Cat" means either male or female of the feline family;
 - h. "Contractor" means a person employed or under contract by the Town to enforce the provisions of this Bylaw and maintain and administer an impound facility for Animals;
 - i. "Dog" means either male or female of the canine family;
 - j. "Exotic Pet" means an Animal that is of foreign origin or character; not native; introduced from abroad but not fully naturalized. Exotic Pets are restricted by federal legislation, including the *Wild Life Act, Wild Animal and Plant Trade Regulations and the Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act.*
 - k. "Former Owner" means the person at the time of impoundment who was the Owner of an Animal which has been subsequently sold or destroyed;
 - l. "Grandfathering License" provides for the lawful keeping of any Animal in excess of the maximum limit of five (5) Animals per residence. A Grandfathering License only applies to a specific animal which is registered prior to July 1, 2021 and is not transferrable to another Animal. This License shall be for the duration of ownership of said Animal and is subject to an annual renewal fee as outlined in Schedule A attached to this Bylaw.
 - m. "Kennel" includes a house, shelter, room or place located in a properly zoned area (according to the Town's Land Use Bylaw) where more than five (5) Animals of whatever age or sex are kept or

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- boarded, but does not include commercial premises, used for the care and treatment of animals, operated by a duly qualified veterinarian;
- n. "Leash" means a restraint that is less than two metres in length and made of material capable of restraining the Animal or Aggressive Dog on which it is being used;
 - o. "License": means a License issued by the Town to an Owner upon payment of the required fee for each Animal or Aggressive Dog they own, indicating the year for which the fee has been paid, and which is assigned a number recorded by the Town;
 - p. "Livestock" includes but is not limited to:
 - i. A horse, mule, donkey, swine, emu, ostrich, camel, llama, alpaca, sheep or goat;
 - ii. Domestically reared or kept deer, reindeer, moose, elk or bison;
 - iii. Fur bearing animals including fox, coyote, wolf, weasels or mink;
 - iv. Animals of the bovine species;
 - v. Rabbits raised for meat;
 - vi. Animals of the avian species including chickens, ducks, turkeys, geese or pheasants;
 - vii. Bees;
 - viii. All other animals and insects normally kept for agriculture purposes; but does not include Dogs and Cats.
 - q. "Minor Injury" means any physical injury to a domestic animal or a person, caused by an Animal or Aggressive Dog, that results in minor bruising, small puncture, scratch or tearing of the skin, bleeding, or any other injury that is not life threatening, disfiguring or debilitating;
 - r. "Municipal Ticket" means a tag or similar document issued by the Town under the Municipal Government Act that alleges a bylaw offence and provides a person with the opportunity to pay an amount to the Town in lieu of prosecution for the offence.
 - s. "Muzzle" means a device of sufficient strength placed over an Animal's or Aggressive Dog's mouth to prevent it from biting.
 - t. "Officer" includes an Animal Control Officer, a Bylaw Enforcement Officer, a Community Peace Officer and a member of the Royal Canadian Mounted Police;
 - u. "Off Leash Area" shall mean an area designated by the Town where a Dog is not required to be controlled by a Leash;
 - v. "Owner" includes any person, partnership, association or corporation:
 - i. owning or possessing or having charge of, or control over any Animal;
 - ii. harbouring any Animal;
 - iii. suffering or permitting any Animal to remain about his or her house or premises; and
 - iv. any person to whom a License has been issued under this Bylaw.For the purposes of this Bylaw, an Animal can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.
 - w. "Park" or "Parkland" means all recreational land owned or controlled by the Town, lying within the Town limits, and includes all lands used for picnic grounds, campgrounds, playing fields, natural areas, neighborhood beautification areas, or any other public open space, or publicly maintained areas administered by the Town, and school grounds and playgrounds whether or not the management or control of such areas of facilities has been delegated to another body and includes all buildings or other improvements situated on these areas;
 - x. "Running at Large" shall mean any Animal or Aggressive Dog off the premises of the Owner and not on a Leash held by a person able to control the Animal;
 - y. "Service Dog" has the same meaning as in the *Service Dogs Act Statutes of Alberta, 2007 Chapter S-7.5*;
 - z. "Severe Injury" means any physical injury to a domestic animal or a person caused by an Animal or

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Aggressive Dog that results in severe bruising, multiple punctures or lacerations, any laceration requiring sutures or cosmetic surgery, broken bones or other injury severe in nature;

- aa. "Tag" means a current metal, or other tag, issued by the Town to an Owner for each Animal or Aggressive Dog they own, indicating the year for which the fee has been paid and a number recorded to the Owner's name;
- bb. "Threatening Behaviour" means behaviour that creates a reasonable apprehension of a threat of harm and may include growling, lunging, snarling, charging or chasing;
- cc. "Town" refers to the Town of Ponoka;
- dd. "Unaltered" means not neutered or spayed;
- ee. "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act, RSA 2000, c. P-34*;
- ff. "Wildlife" has the same meaning as in the *Wildlife Act, RSA 2000, c. W-10*.

PART 3 – LICENSING PROVISIONS AND OFFENCES

- 3. Every person who owns, keeps or harbours an Animal or Aggressive Dog, which is six (6) months of age, or older shall pay to the Town of Ponoka a yearly License fee as set out in *Schedule "A"* attached hereto.
- 4. Any existing Animal Owner as of the effective date of this Bylaw may apply for a Grandfathering License between April 1, 2021 to June 30, 2021 to license additional animals above the maximum limit of five (5) animals.
- 5. Upon payment of the current yearly License fee, the Town or its designate shall issue a License and a Tag with a number and year on it to the Owner.
- 6. Where a License is required, and has been paid for by the tender of an uncertified cheque, the License is automatically revoked if the cheque is not accepted and cashed by the bank on which it was issued.
- 7. The Tag shall be securely attached to a collar, which shall be worn by the Animal or Aggressive Dog for which it is issued at all times.
- 8. If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specified fee.
- 9. A Tag is not transferable from one Animal or one Aggressive Dog to another, and no refund will be made for any issued Tag.
- 10. Every person who fails to purchase a License, for any Animal or Aggressive Dog they own, on or before the 31st day of December in any year, shall be guilty of an offence and subject to the penalties provided for in this Bylaw.
- 11. The Owner of a Service Dog will be issued a License and Tag free of charge.

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PART 4 – LICENSING REQUIREMENTS FOR AGGRESSIVE DOGS

12. The Owner of a Dog that has been designated as an Aggressive Dog shall apply for an Aggressive Dog License and Tag immediately upon becoming the Owner of an Aggressive Dog or within seven (7) days after the Dog has been designated as aggressive, whichever occurs first, and prior to December 31 of each subsequent year as set out in *Schedule "A"*.
13. An Aggressive Dog License and Tag shall be issued to the Owner of an Aggressive Dog provided that the Owner has:
 - a. completed a License application in the form specified by the Town;
 - b. paid the specified annual fee;
 - c. supplied proof satisfactory to the Town that the Owner has a locked pen or enclosure capable of preventing the entry of any person except the Owner; and
 - d. displayed at each entrance to the Owner's property and on the locked pen or structure in which the Aggressive Dog is confined, clear and visible signs, as specified in the *Schedule "B"* of this Bylaw.

PART 5 – ANIMAL CONTROL PROVISIONS

14. The Owner of an Animal is guilty of an offence if the Animal:
 - a. is Running at Large;
 - b. is on Park or Parkland where Animals are prohibited;
 - c. is on Park or Parkland area that contain playground apparatus and/or sand, rubber or other materials utilized as a play area or other area designated by the Chief Administrative Officer; or,
 - d. destroys or damages any public or private property.
15. The Owner of a Cat is guilty of an offence if the Cat defecates or sprays on property other than the Owner's or the Cat stalks birds on property other than the Owner's.
16. The Owner of a female Animal is guilty of an offence if he or she does not keep such Animal housed and confined during the whole period it is in heat.
17. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog barks or howls so as to disturb a person.
18. The Owner of a Dog or Aggressive Dog is guilty of an offence if the Dog defecates on any public or private property not owned or occupied by the Owner, and the Owner fails to immediately remove the defecation.
19. Any person who owns or occupies a dwelling unit (as defined by the Land Use Bylaw), is guilty of an offence if he or she has more than a total of five (5) Animals, on any land which contains, or is permitted under the Land Use Bylaw to contain, a dwelling unit.

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20. Section 18 does not apply to premises lawfully used for the care and treatment of animals operated by a licensed veterinarian or a person in possession of a development permit to operate a Kennel or cattery as authorized by the Town's current Land Use Bylaw.
21. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she allows the defecation of an Animal or Aggressive Dog to accumulate on private property to such an extent that it is likely to annoy people or constitute a nuisance due to odour or unsightliness.
22. A person is guilty of an offence if such person springs or otherwise tampers with or damages a live trap in which Animals of Wildlife are to be trapped, or have been trapped, without authorization, so as to allow any Animal or Wildlife to escape from the trap.
23. Any Owner of an Animal in the Town for a period longer than 30 days in a calendar year is required to have a current License issued by the Town for the Animal unless the Owner is visiting and the Animal is licensed in another municipality.
24. A person is guilty of an offence if he or she exercises an Animal or Aggressive Dog while he or she is driving in a motor vehicle.
25. The Owner of an Animal is guilty of an offence if he or she fails to carry a Leash while with an Animal in a designated Off Leash Area.
26. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she fails to ensure the Animal or Aggressive Dog wears a collar and Tag when the Animal or Aggressive Dog is off the Owner's premises.
27. The Owner of an Animal is guilty of an offence if the Animal is in an Off Leash Area and exhibits threatening behaviour towards any other domestic animal or a person and the Owner fails to remove the Animal immediately from the Off Leash Area.
28. The Owner of a Dog is guilty of an offence if such Dog is in an area where signs prohibit the presence of Dogs.
29. No person shall keep or cause to be kept within the limits of the Town:
 - a. any Wildlife or Exotic Animal except in accordance with the Wildlife Act;
 - b. any Livestock on any property unless the property is designated within the Urban Reserve (UR) District under the Town's Land Use Bylaw and such use has been approved by the Development Authority; or
 - c. any Livestock unless permitted by any other Town bylaw.

PART 6 – AGGRESSIVE DOG DESIGNATION

30. The Chief Administrative Officer may declare a Dog to be an Aggressive Dog if the Chief Administrative Officer 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:
 - a. has a known propensity, tendency, or disposition to threaten, attack, chase or bite other Animals or humans;
 - b. has inflicted a Severe Injury upon another Animal or human;

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- c. has been the subject of an order or direction of a Justice or Judge, pursuant to the Dangerous Dogs Act; or
- d. is a continuing threat of serious harm to any human or other Animal.

The CAO may also have regard to Dr. Ian Dunbar's Dog Bite Scale as attached in *Schedule "E"* to this Bylaw, in making this determination.

- 31. In addition to the criteria enumerated above, the Chief Administrative Officer may take into consideration the following circumstances when designating an Aggressive Dog:
 - a. any aggravating factors, and
 - b. in consultation with or on the advice of a veterinarian or other animal health professional.
- 32. Where the Chief Administrative Officer determines that a Dog is an Aggressive Dog, the Chief Administrative Officer shall:
 - a. serve the Owner with a written notice that the Dog has been declared to be an Aggressive Dog;
 - b. direct the Owner to keep the Aggressive Dog in accordance with the provisions of Part 9 of this Bylaw, and provide the Owner with a time limit for compliance;
 - c. inform the Owner that, if the Aggressive Dog is not kept in accordance with Part 9, the Owner may be fined, or subject to enforcement action pursuant to this Bylaw; and
 - d. display at each entrance to the Owner's property and on the locked pen or structure in which the Aggressive Dog is confined, clear and visible signs, as specified in the *Schedule "B"* of this Bylaw.
- 33. The Owner of a Dog declared an Aggressive Dog may, within fourteen (14) days of receiving written notice of the declaration, request in writing and upon payment of the fee as set out in *Schedule "A"* to this Bylaw that the declaration be reviewed by Council. Council is not obligated to conduct an oral hearing of the review and may instead conduct the review based on written material provided by the Chief Administrative Officer and the Owner.
- 34. Upon a request to review pursuant to Section 32, Council may:
 - a. uphold the declaration of the Dog as an Aggressive Dog;
 - b. reverse the decision of the Chief Administrative Officer and deem that the Dog is not an aggressive Dog; or
 - c. may uphold the declaration of the Dog as an Aggressive Dog and vary the conditions of harbouring the Dog within the Town.
- 35. The decision of Council shall be provided to the Owner in writing within fourteen (14) days of Council conducting the review and may be served personally or by registered mail on the Owner, at the address for the Owner's property.

PART 7 – CAT TRAPPING

- 36. No person shall set a cat trap outdoors:
 - a. if the temperature is below 0 degrees Celsius or forecast to be below 0 degrees Celsius in the next seventy-two (72) hour period;
 - b. if the temperature is above 25 degrees Celsius or forecast to be above 25 degrees Celsius in the next seventy-two (72) hour period;

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- c. unless the trap is checked every three hours and closed by 11:00 p.m. each night and rendered inoperable until 6:00 a.m. the following day; or
 - d. Unless the person is residing and present at the property where the Animal trap is located.
37. Cat traps may only be in use for the period of April 1 to September 30 in any given year.
38. No person shall taint the cat trap bait with a poisonous chemical or substance.
39. The Town of Ponoka will only be responsible for Contractor traps. The Contractor or an Officer (Animal Control or Bylaw Enforcement) will not assume custody of any cat trapped in any trap other than a trap owned by the Contractor.
40. No person shall use, set or maintain a leg-hold trap, a killing trap or a snare within the Town to capture animals.

PART 8 – STANDARDS OF CARE FOR ANIMALS

41. Any person who teases, torments, provokes, abuses or injures an Animal is guilty of an offence.
42. Any person who leaves an Animal unattended in or on a motor vehicle, without proper protection from the elements or in a manner that places the Animal at risk of harm, is guilty of an offence.
43. Any person who fails to properly secure an Animal, inside or on a motor vehicle while it is in motion or while it is parked to ensure that the animal is unable to fall out of or leave the motor vehicle, is guilty of an offence.

PART 9 – OFFENCES APPLICABLE ONLY TO AGGRESSIVE DOGS

44. The Owner of an Aggressive Dog is guilty of an offence if:
- a. the Aggressive Dog is not wearing a muzzle, under control and on a Leash held by a person who is capable of controlling the Aggressive Dog at all times when the Aggressive Dog is off the Owner's property;
 - b. the Aggressive Dog is on the Owner's property and is not indoors, or if outdoors, is not with and supervised by an adult or is not in a locked pen or enclosure capable of preventing the entry of any person except the Owner of the Aggressive Dog;
 - c. within seven (7) days after the Dog has been designated as an Aggressive Dog, the Owner fails to display at each entrance to the Owner's property and on the locked pen or structure in which the Aggressive Dog is confined, clear and visible signs, as specified in the "Schedule B" of this Bylaw, a warning of the presence of an Aggressive Dog on the Owner's property;
 - d. the Aggressive Dog is in a designated Off Leash Area;
 - e. the Aggressive Dog is Running at Large;
 - f. the Owner fails to immediately notify the Town and an Animal Control Officer if the Aggressive Dog is Running at Large;
 - g. the Owner fails to obtain an Aggressive Dog License and Tag.

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PART 10 – KENNELS

45. Any person who owns, keeps or harbours more than five (5) Animals, over the age of six (6) months, without obtaining the required development permit for a Kennel in accordance with the Land Use Bylaw, is guilty of an offence.

PART 11 – THREATEN, ATTACK OR BITE ANIMAL PROVISIONS

46. The Owner of an Animal is guilty of an offence if the Animal:
- a. exhibits Threatening Behavior towards a person or other domestic animal;
 - b. bites, attacks or causes Minor Injury to a domestic animal;
 - c. bites, attacks or causes Minor Injury to a person;
 - d. bites, attacks or causes Severe Injury to a domestic animal;
 - e. causes death to a domestic animal;
 - f. bites, attacks or causes Severe Injury or death to a person.
47. The Owner of an Aggressive Dog is guilty of an offence if such Aggressive Dog:
- a. exhibits Threatening Behaviour towards a person or a domestic animal;
 - b. bites, attacks or causes Minor Injury to a domestic animal;
 - c. bites, attacks or causes Minor Injury to person;
 - d. bites, attacks or causes Severe Injury to a domestic animal;
 - e. causes death to a domestic animal;
 - f. bites, attacks or causes Severe Injury or death to a person.
48. Sections 46 and 47 apply to the conduct of an Animal whether on or off the property of the Owner.

PART 12 – ADDITIONAL PENALTIES

49. A Justice, after convicting an Owner of a Dog of an offence under this Bylaw, may, in addition to the fine specified under this Bylaw, order one or more of the following:
- a. the Dog be designated as an Aggressive Dog;
 - b. the Dog be euthanized;
 - c. the Owner be prohibited from owning any Dog for a specified period of time.

PART 13 - INTERFERENCE WITH AN OFFICER

50. Any person, whether or not he or she is the Owner of an Animal or Aggressive Dog which is being or has been pursued or captured, is guilty of an offence if he or she:
- a. interferes with, or attempts to obstruct an Officer who is attempting to capture, or who has captured any Animal;
 - b. unlocks or unlatches or otherwise opens the vehicle in which Animals captured for impoundment have been placed, so as to allow or attempt to allow any Animal to escape therefrom;
 - c. removes, or attempts to remove, any Animal from the possession of the Officer;

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- d. refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request;
- e. provides false or misleading information to an Officer.

PART 14 - IMPOUNDING ANIMALS

- 51. Any Officer or any designated Contractor with the Town may seize and impound:
 - a. any Animal or Aggressive Dog Running at Large;
 - b. any Animal or Aggressive Dog not wearing a collar or Tag while off the premises of the Owner;
 - c. any Animal or Aggressive Dog found on Park or Parkland and not under the direct control of the Owner;
 - d. any female Animal or Aggressive Dog in heat not contained or restrained in a manner sufficient to avoid attracting other Animals.
- 52. Upon receiving an Animal or Aggressive Dog for impound, an Animal Control Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the Animal or Aggressive Dog.
- 53. Subject to the entry notice provisions of the *Municipal Government Act, R.S.A. 2000 c. M-26*, an Officer may enter upon privately owned property at all times, other than a dwelling house, for the purposes of enforcing the provisions of this Bylaw.
- 54. Any Officer, including an Animal Control Officer is hereby authorized to use live traps, nets or any other similar means to effect capture of Animals or Aggressive Dogs. The Town or its Contractor shall not be held liable for the death or injury of any Animal or Aggressive Dog.
- 55. The Contractor shall not sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog until the Animal or Aggressive Dog is retained in the Contractor's impound facility for seventy-two (72) hours, not including the day of impounding, Sundays or Statutory Holidays. After the expiration of seventy-two (72) hours, if the Owner has not claimed the impounded Animal, the Animal becomes the property of the Contractor.
- 56. The Contractor may retain an Animal for a longer period if in the opinion of the Contractor the circumstances warrant the expense or they have reasonable grounds to believe that the Animal is a continued danger to persons, animals or property.
- 57. Any healthy Animal may be returned to the Owner during the seventy-two (72) hour period of impoundment upon payment to the Contractor the costs of impoundment and boarding (as specified in the contract between the Town and the Contractor). The Contractor may also collect the appropriate Animal License fee on behalf of the Town if the Animal is not licensed at the time of impound.
- 58. Any person claiming an impounded Animal shall present government issued identification to the Contractor or its staff.
- 59. Where an impounded Animal or Aggressive Dog has not been claimed by an Owner within 72 hours of impoundment, the Contractor is authorized to sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog.

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60. Notwithstanding Section 52, where an Animal or Aggressive Dog that has been impounded bears obvious identification tattoos, brands, marks, tags or Licenses, the Animal or Aggressive Dog shall be kept at the Contractor's impound facility for a minimum of 30 days from the date the Animal or Aggressive Dog was impounded, in accordance with Section 610 of the Municipal Government Act.

PART 15 - FULL RIGHT AND TITLE

61. The purchaser of an Animal from the Contractor 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 upon the purchase.

PART 16 - MUNICIPAL TICKETS AND VIOLATION TICKETS

62. Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw:
- a. he or she may serve upon the person a Municipal Ticket allowing payment of the specified fine as set out in *Schedule "C"* of this Bylaw, which payment will be accepted by the Town or the Contractor on behalf of the Town in lieu of prosecution for the offence if paid within 21 days of the date of service; or
 - b. he or she may issue and serve a violation ticket in accordance with the *Provincial Offences Procedure Act, R.S.A. 2000, c. P-34* and amendments thereto, allowing a voluntary payment or requiring a person to appear in court, without the alternative of making a voluntary payment.
63. An Officer may, but is not required to, issue a Municipal Ticket before issuing a Violation Ticket under the Provincial Offences Procedure Act.
64. A Municipal Ticket shall be deemed to be sufficiently served if:
- a. served personally on the Owner of the Animal or Aggressive Dog,
 - b. mailed to the address of the Owner of the Animal or Aggressive Dog.

PART 17 - CONTINUING OFFENCES

65. 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 the amount not less than that established by this Bylaw for each such day.

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PART 18 - SUMMARY CONVICTION

66. A person who is guilty of an offence is liable upon summary conviction to a fine in an amount:
 - a. not less than the specified penalty established in *Schedule "C"*, and
 - b. not exceeding \$10,000.00.
67. Without restricting the generality of Section 61, the fine amounts set out in *Schedule "C"* are established as specified penalties for use on Municipal Tickets and Violation Tickets, if a voluntary payment option is offered.
68. Notwithstanding Section 61, any person who commits a second or subsequent offence under this Bylaw within one (1) year of conviction for a first offence under this Bylaw, is liable on summary conviction to a fine not less than the increased amount set out for the offence in *Schedule "C"* to this Bylaw.

PART 19 - EXEMPTION FOR POLICE SERVICE DOGS

69. This Bylaw does not apply to a police Dog while it is in Active Service.

PART 20 - PROOF OF LICENCE AND AGE OF ANIMAL

70. In any prosecution or proceedings for a contravention of this Bylaw, the onus of proving all of the following is on the person alleging that:
 - a. a person has a valid and subsisting License for an Animal or Aggressive Dog;
 - b. an Animal or Aggressive Dog is under six (6) months of age; and
 - c. the length of time an Animal has been in the Town is less than 30 days in a calendar year.

PART 21 - CERTIFIED RECORDS OF TOWN

71. A copy of a record of the Town, certified by the Chief Administrative Officer as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

PART 22 - SEVERABILITY

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

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PART 23 - ANNUAL LICENCE FEES

Refer to *Schedule "A"*

PART 23 – AGGRESSIVE DOG ON PREMISES

Refer to *Schedule "B"*

PART 24 - SPECIFIED PENALTIES

Refer to *Schedule "C"*

PART 25 – CAT TRAPS

Refer to *Schedule "D"*

PART 26 – EFFECTIVE DATE

73. This Bylaw Repeals Bylaws 114-01 and 224-07, and comes into effect on the date of third and final reading of the Bylaw.

First Reading: October 8, 2019

Second Reading:

Third & Final Reading:

Town of Ponoka

Mayor

Chief Administrative Officer

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SCHEDULE "A"

ANNUAL LICENCE FEES	Amount
1. Unaltered Animal - Male or Female Rate also applies to combined 2021/22 Cat License and Grandfathering License	\$60.00
2. Altered Animal - Neutered Male or Spayed Female Rate also applies to combined 2021/22 Cat License and Grandfathering License	\$45.00
3. Early Bird Rate: If the License fee is paid between October 1 and December 31 prior to the renewal year, it shall be reduced to: <ul style="list-style-type: none"> a. Unaltered Animal - Male or Female b. Altered Animal - Neutered Male or Spayed Female c. Aggressive Dogs 	\$30.00 \$15.00 No fee reduction
4. Unaltered Aggressive Dog - Male or Female	\$150.00
5. Altered Aggressive Dog - Neutered Male or Spayed Female	\$125.00
OTHER FEES	
6. Tag replacement.	\$6.00
7. Aggressive Dog Sign	\$12.00
8. Appeal Decision for Designation of Aggressive Dog	\$100.00

- The Owner of any Animal or Aggressive Dog must provide confirmation from a Veterinarian that the Animal or Aggressive Dog has been spayed or neutered to obtain a License for an Altered Animal or Aggressive Dog.
- If an Owner is a new resident to the Town or is a first time Animal Owner, the License fee will be as set out as in Schedule A - 3.
- Early Bird Rates do not apply for combined 2021/22 licenses.
- There shall be no pro-rating on License fees.

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SCHEDULE "B"

WARNING



AGGRESSIVE DOG ON PREMISES

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SCHEDULE "C"					
Specified Penalties					
Part	Section	Offence	First	Second	Third and Subsequent
3	4	Fail to obtain Grandfathering License	\$100.00	\$200.00	\$300.00
3	10	Fail to license animal	\$100.00	\$200.00	\$300.00
5	14(a)	Animal running at large	\$100.00	\$200.00	\$300.00
5	14(b)	Animal on park or parkland where prohibited	\$100.00	\$200.00	\$300.00
5	14(c)	Animal on park or parkland containing a playground apparatus, sand, etc.	\$100.00	\$200.00	\$300.00
5	14(d)	Animal destroys/damages property	\$100.00	\$200.00	\$300.00
5	15	Cat sprays/defecates/stalks birds	\$100.00	\$200.00	\$300.00
5	16	Fail to confine animal in heat	\$100.00	\$200.00	\$300.00
5	17	Dog/Aggressive dog barks or howls so as to disturb a person	\$100.00	\$200.00	\$300.00
5	18	Fail to remove defecation	\$100.00	\$200.00	\$300.00
5	19	Have more than 5 Animals	\$100.00	\$200.00	\$300.00
5	21	Allowing defecation to accumulate on property	\$100.00	\$200.00	\$300.00
5	22	Tamper/spring/damage trap	\$100.00	\$200.00	\$300.00
5	24	Exercise animal/aggressive dog while in motor vehicle	\$100.00	\$200.00	\$300.00
5	25	Fail to carry leash in off leash area	\$50.00	\$100.00	\$150.00
5	26	Fail to ensure collar and tag worn by animal	\$100.00	\$200.00	\$300.00
5	27	Failing to remove animal exhibiting threatening behavior from an off leash area	\$100.00	\$200.00	\$300.00
5	28	Dog in area prohibited by signage	\$100.00	\$200.00	\$300.00
5	29(a)	Keeping or harbouring wildlife or exotic animals	\$100.00	\$200.00	\$300.00
5	29(b)	Keeping or harbouring livestock	\$100.00	\$200.00	\$300.00
7	36(a)	Set cat traps if below 0 degrees Celsius	\$100.00	\$200.00	\$300.00
7	36(b)	Set cat trap if above 25 degrees Celsius	\$100.00	\$200.00	\$300.00
7	38	Taint cat trap bait	\$100.00	\$200.00	\$300.00

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SCHEDULE "C"					
Specified Penalties					
Part	Section	Offence	First	Second	Third and Subsequent
9	44(a)	Aggressive dog not muzzled, under control and on leash	\$200.00	\$400.00	Court
9	44(b)	Aggressive dog not indoors, not supervised or in locked pen outdoors	\$200.00	\$400.00	Court
9	44(c)	Fail to display aggressive dog signage	\$200.00	\$400.00	\$600.00
9	44(d)	Aggressive dog in off leash area	\$200.00	\$400.00	\$600.00
9	44(e)	Aggressive dog running at large	\$200.00	\$400.00	\$600.00
9	44(f)	Fail to notify of aggressive dog running at large	\$200.00	\$400.00	\$600.00
9	44(g)	Fail to obtain aggressive dog License and tag	\$200.00	\$400.00	\$600.00
11	46(a)	Animal exhibits threatening behavior to person/animal	\$200.00	\$400.00	Court
11	46(b)	Animal bites, attacks or causes minor injury to animal	\$200.00	\$400.00	Court
11	46(c)	Animal bites, attacks or causes minor injury to person	\$250.00	Court	Court
11	46(d)	Animal bites, attacks or causes severe injury to animal	Court	Court	Court
11	46(e)	Animal causes death to animal	Court	Court	Court
11	46(f)	Animal bites, attacks or causes severe injury or death to person	Court	Court	Court
11	47(a)	Aggressive dog exhibits threatening behavior towards a person or animal	\$500.00	Court	Court
11	47(b)	Aggressive dog bites, attacks or causes minor injury to animal	\$500.00	Court	Court
11	47(c)	Aggressive dog bites, attacks or causes minor injury to person	Court	Court	Court
11	47(d)	Aggressive dog bites, attacks or causes severe injury to animal	Court	Court	Court
11	47(e)	Aggressive dog causes death to animal	Court	Court	Court
11	47(f)	Aggressive dog bites, attacks or causes severe injury or death to person	Court	Court	Court

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SCHEDULE "C"					
Specified Penalties					
Part	Section	Offence	First	Second	Third and Subsequent
13	50(a)	Interfere with Officer	\$500.00	\$500.00	\$500.00
13	50(b)	Unlock/unlatch vehicle where animal is confined	\$500.00	\$500.00	\$500.00
13	50(c)	Remove/attempt to remove animal from officer	\$500.00	\$500.00	\$500.00
13	50(d)	Refuse to provide identification to officer	\$500.00	\$500.00	\$500.00
13	40(e)	Provide false or misleading information to officer	\$500.00	\$500.00	\$500.00

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SCHEDULE "D" CONDITIONS AND PROCEDURES TO RENT CAT TRAPS

1. A resident of the Town of Ponoka who finds a cat on its property may report a complaint to the Contractor and request a cat trap from the Contractor.
2. The person with the complaint (Complainant) can attend at the office of the Contractor during normal business hours and request a cat trap. In order to obtain a cat trap, the Complainant must sign the form and agreement provided by the Contractor, and the Contractor will then provide a cat trap to the Complainant. The Contractor is responsible to have the Complainant sign a cat trap agreement stating that they will treat the cat humanely.
3. The Complainant will be required to pay a pre-determined monetary deposit to the Contractor. This deposit will be returned to the Complainant at such time as the trap is returned and is found to be in the same condition it was at the time it was obtained from the Contractor. If the trap is damaged or stolen the deposit is forfeited to the Contractor.
4. It will be the responsibility of the Complainant to check the trap hourly (every three hours), or as approved by the Contractor and, if an animal is caught, the Complainant must make arrangements to have the animal picked up or delivered to the Contractor within 24 hours following the trapping. During the week the Contractor will arrange the scheduling of their officers' patrols in such a manner to reduce the length of time a cat is kept in a trap to a minimum. Traps are not to be set on weekends, when outside temperatures are consistently below zero (0) degrees or above 25 degrees Celsius. Traps shall be set in a shaded area of the property, away from the sun.
5. The Contractor may enter the property of the Complainant (but not a dwelling house) to ascertain if a cat trap has been properly placed or set and if a cat has been trapped.
6. When the Contractor takes possession of a trapped cat, the Contractor will try to locate an identifying tag or tattoo on the cat and if found, will make reasonable efforts to contact the owner of the cat in order to report that it has been impounded by the Contractor.
7. If the cat owner attends at the Contractor's offices to claim his or her cat that was trapped on another person's property, an offence ticket for the cat running at large shall be issued in accordance with the Bylaw.
8. If a Complainant is disabled and therefore unable to pick up the cat trap, the Contractor will deliver the trap to the Complainant's property, and pick up the trap 72 hours later. No fee shall be charged to the Complainant.
9. Any person renting a cat trap or the Contractor shall be responsible for trapping any animal caught as humanely as possible.
10. Any person who abuses, teases, or pokes an animal in a cat trap or is causing pain, suffering, or injury to any animal may be charged with an offence under Section 446 of the Criminal Code of Canada.

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11. Any person seeing a cat in a trap being abused is encouraged to telephone and report the abuse to the Contractor, at which time the Contractor will, if warranted after investigation, attend at the premises where the abuse has taken place and remove the cat and the trap forthwith.

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SCHEDULE E DR. IAN DUNBAR'S DOG 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 a number of second 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.