

**Dog Control Bylaw**

**A BYLAW OF THE TOWN OF ECKVILLE** in the Province of Alberta to Regulate and Control Dogs within the Town of Eckville

**WHEREAS**, the Council for the Town of Eckville has deemed it advisable to pass a Bylaw to regulate and control dogs within the Town limits.

**AND WHEREAS**, Section 7 of the Municipal Government Act, Chapter M-26.1 as amended, allows a Council to pass Bylaws respecting wild and domestic animals and activities in relation to them.

**NOW, THEREFORE**, The Council of the Town of Eckville, in the Province of Alberta, duly assembled, enacts as follows:

**THIS BYLAW** may be referred to as the Dog Control Bylaw.

**DEFINITIONS - Part 1**

1. **“AGGRESSIVE DOG”** means any Dog that has been made the subject of an order under the Dangerous Dog Act;
2. **ANIMAL CONTROL OFFICER”** means a Person or Company contracted by the Town to enforce the provisions of this bylaw, or a person so appointed by the Town including a member of the Royal Canadian Mounted Police or the Municipal Enforcement Officer;
3. **“DAMAGE TO PROPERTY”** means damage to property other than the Owner’s property, and includes defecating or urinating on such property;
4. **“DOG”** means a domesticated dog.
5. **“DOG TAG / LICENSE”** means a yearly dated and sequentially numbered, metal or other type of tag, designed to be affixed to a dog collar, for which the required fee has been paid, that is issued by the Town to an Owner, for each dog he or she owns. Each dog tag / license shall bear a number corresponding to a number in the master register book maintained by the Town.
6. **“GUARD DOG”**, means a dog that is specifically trained, or, used primarily, for the purposes of guarding and securing property, including residential, commercial or industrial property and must be registered as a Guard Dog in accordance with this bylaw;

  
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7. **“GUARD DOG CONTRACTOR”** means a Person or Company that owns and trains guard dogs and places one or more guard dogs, at licensed business properties and or premises within the Town, for protection and security purposes;
8. **“GUARD DOG CONTRACTOR LICENSE”** means a yearly license which is issued to a Guard Dog Contractor which permits the said Guard Dog Contractor to conduct and operate a Guard Dog Service within the Town.
9. **“GUARD DOG PERMIT”** means a permit issued to a Licensed Business Owner or other owner that employs guard dogs, from a licensed Guard Dog Contractor, to protect and secure his / her property and premises.
10. **“OFF LEASH AREA”** means an area designated by the Town where a Dog is not required to be controlled by a leash.
11. **“OWNER”** means any person, partnership, association or corporation:  
(a) owning or possessing or having charge of or control over any dog; or  
(b) harboring any dog; or  
(c) suffering or permitting any dog to remain about his house or premises;  
(d) a person to whom a license tag has been issued for any dog
12. **“PARKLAND”** means all recreational land owned or controlled by the Town, lying within Town limits, and whether improved in whole or in part, and includes natural areas, neighborhood beautification areas, publicly maintained areas administered by the Town, school grounds and playgrounds and includes all buildings or other improvements situated on these land areas.
13. **“PERMIT”** means to allow, an act of not preventing;
14. **“PERMITTED LEASH”** means a restraint that is made of material capable of restraining the Dog on which it is being used and which is of sufficient length to allow the dog to be maintained under control.
15. **“RUNNING AT LARGE”** means any Dog that is:  
(a) off the premises of the Owner and not in an Off Leash Area; and  
(b) not on a Permitted Leash held by a person able to control the Dog.
16. **“RUNNING AT LARGE IN AN OFF LEASH AREA”** means any Dog that is:  
(a) In an off leash area; and  
(b) Is not within the sight of its Owner;  
(c) In determining what constitutes whether or not a Dog is under the control of its Owner, consideration may be given, but is not limited to, whether the Dog:  
(i) was at such a distance from its Owner, that it could not respond to voice, sound or sight commands of the Owner;  
(ii) responded to voice, sound or sight commands from the Owner;



- (iii) bit, attached or did any act that resulted in any injury to a person or animal;
- (iv) caused damage to property.

17. "TOWN" means the Town of Eckville, in the Province of Alberta;

### LICENSING OF DOGS- Part 2

1. An Eckville resident owner of any dog shall obtain a license for the dog from the office of the Town of Eckville as per Schedule A. In any prosecution or proceedings for a contravention of this section, the burden of proof that the dog is not the property of the owner shall rest upon the owner;
2. The owner of every dog in the Town shall each year register each such dog with the License Department of the Town and for such registration shall pay an annual license fee which shall be determined and amended from time to time by Resolution of Council;
3. Upon receipt of payment of the license fee for each dog, a tag indicating a number corresponding to the number in the master register book, shall be issued to the owner; to be renewed annually.
4. Every owner shall provide his dog with a collar to which the owner shall affix the tag for such dog and the owner shall ensure that the collar and tag are worn during those occasions when the dog is not on the owner's premises;
5. In case a dog license tag is lost or destroyed, a duplicate or replacement will be issued by the Town upon payment of the sum indicated in Schedule "A" of this Bylaw by the owner and provided the owner can present a receipt of payment of the license fee for the current dog license year or the Town administrative records indicate such payment was made;
6. Tags are not transferable from one dog to another and no refund shall be made on any paid up dog license fee because of the death or sale of the dog or upon the owner's leaving the Town before expiration of the license period;
7. The period of validity of a registration shall be from January 1 to December 31, of any year. See Schedule "A" for registration rates.
8. Any dog attaining the age of 6 weeks requires a license tag.
9. (a) No more than two (2) dogs shall be harboured or permitted to remain in any house, shelter, room or place in the Town, provided this section shall not apply to premises lawfully used for the care and treatment of dogs operated by a licensed veterinarian located in a properly zoned area as authorized by the Town's Land Use Bylaw. Exceptions are limited to the

  
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Owner who has any dogs that are grandfathered.

- (b) The Owner of all dogs that have been Grandfathered shall be allowed to license the Grandfathered dogs until such time as any dog, over the 2 dog limit set out in section 9(a) herein, is deceased or no longer the dog of the current owner, at which time the owner will not be allowed to replace such dog with another dog.
10. A registered guide dog owned by a blind person shall be issued a license free of charge;
11. Any dog in the Town of Eckville for a period of longer than 14 days in one year requires a license tag.

### **GUARD DOG CONTRACTOR LICENSE APPLICATION – Part 2A**

#### **Guard Dog Contractor License Application:**

1. A Guard Dog Contractor License must be obtained by each Person or Company that owns and trains guard dogs and places one or more guard dogs, at licensed business properties and premises within the Town, for protection and security purposes prior to a Guard Dog being brought to a licensed business or other property.
2. A Guard Dog Contractor License shall be issued to a Person or Company for the use of Guard Dogs provided that the Guard Dog Contractor has completed a Guard Dog Contractor Application and paid the specific annual fee.
3. A Guard Dog Contractor License Application shall include the following:
  - (a) The Dog Contractors business address and the address where the guard dogs are housed and kept;
  - (b) Contact name, phone numbers and email addresses information of Guard Dog Contractor or Representatives;
  - (c) A list or roster of all of the guard dogs that will or may be placed at Guard Dog Permit holder properties in the Town;
  - (d) The list or roster noted above in section 3 (c) shall include the following information for each guard dog:
    - (i) Name;
    - (ii) Age;
    - (iii) Sex;

  
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- (iv) Breed;
  - (v) Color;
  - (vi) Any tag or ear tattoo identification;
  - (vii) Confirmation that the Guard Dog has been trained to exhibit hostile propensities.
- (e) An updated list or roster must be provided to the Town when any new guard dogs are added or eliminated from service in the Town;
- (f) While individual dog tags will not be required for the Guard Dog Contractors guard dogs, the Town will issue numbered tags at the Guard Dog Contractors request.
- (g) Proof of liability insurance covering damage and personal injury caused by the guard dogs in an amount not less than \$500,000.00;
4. The Guard Dog Contractor or Guard Dog Permit Holder is guilty of an offence:
- (a) Fails to obtain a Guard Dog Contractors License before placing guard dogs at any property in Town;
  - (b) If any of the Guard Dog Contractors guard dogs commits any offences noted in Part 3 of this Bylaw.
5. The Town is authorized to make periodic inspections of property guarded by a Guard Dog for the purpose of enforcing this bylaw.
6. The Town may, in addition to any other penalties provided for in this Bylaw, or any other law, revoke, suspend, or refuse to renew any Guard Dog license or permit for failure to comply with any provision of this Bylaw.

### **GUARD DOG PERMIT APPLICATION – PART 2B**

#### **Guard Dog Permit Application:**

1. A Guard Dog Permit must be obtained for each property where Guard Dogs are to be placed for protection and security purposes.
2. A Guard Dog permit shall be issued to a Business Owner or other owner for the use of Guard Dogs provided that the Business Owner or other owner has completed a Guard Dog Permit Application and paid the specific annual fee;

  
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3. A Guard Dog Permit application shall include the following information:
  - (a) The address of the business property or premises where guard dogs are to be placed for protection and security purposes;
  - (b) Contact name, phone number and email address information of Business or Premises Owner and or Representative;
  - (c) In the event that the Business or Premises is rented property then written verification of approval from the Property Owner for the use of guard dogs on the property;
  - (d) Name of the Licensed Guard Dog Contractor who will be placing the guard dogs on the property;
  - (e) The approximate days and hours during which the guard dog will be placed on the property;
  - (f) Confirmation that fencing and gates are in place and secured in such a manner as to prevent general access by the public and to ensure public safety during those times that guard dogs are on the property;
  - (g) Confirmation that the property is properly signed in accordance with this Bylaw to forewarn the public of the presence of guard dogs on the property;
  - (h) Proof of liability insurance covering damage and personal injury caused by the guard dogs in an amount not less than \$500,000.00;
4. Prior to the Town issuing a Guard Dog permit, the Animal Control Officer will inspect the property where the guard dogs are to be used. The inspection shall include, but not be limited to, a verification that adequate measures are being taken to protect the health, welfare, and safety of the general public. If the inspection reveals that the property is deemed to be inadequate, such as the fencing and signage requirements of Sections 5 and 6 of this Bylaw have not be met, then the Town shall direct the person applying for the permit to make such changes that it deems necessary before issuing a permit. If the directed changes are not made, the Town has the discretion to not issue the permit.
5. The Animal Control Officer shall have the right to inspect a property having been issued a Guard Dog Permit in order to verify that adequate measures are being maintained to ensure the health, welfare and safety of the general public. If the inspection reveals the property to be inadequate the Town shall direct the permit holder to make necessary changes. If necessary changes are not made, the Town has the discretion to revoke the permit.
6. Every owner or user, of a Guard Dog not confined within a locked building on the property, shall ensure that the outdoor area where the Guard Dog is kept is completely fenced by means of a secure fence, constructed in a manner that will keep the Guard Dog from escaping, with a minimum height of 1.8



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- meters (5.9 feet) and with gates in the fence secured against unauthorized entry and which prevent the Guard Dog from escaping.
7. Every owner or user of a Guard Dog shall post warning signs, which give clear notice of the Guard Dog's presence to anyone visiting the property, as follows:
    - (a) "WARNING GUARD DOG ON PREMISES";
    - (b) The lettering on the sign must be clearly visible from the lesser of the curb line or 50 feet from the sign;
    - (c) The signs must be posted in each driveway or entrance to the property and at all exterior doors of the building where guard dogs are kept.
  8. A Guard Dog Permit Holder is guilty of an offence if the owner:
    - i. Fails to obtain a Guard Dog Permit for the property before bringing guard dogs onto any property within the Town;
    - ii. Fails to ensure that all gates and entrances to the property, where a Guard Dog is used, are kept locked when the owner or occupant of the property is not present;
    - iii. Fails to either confine the Guard Dog within a locked building on the property or ensure that the outdoor area, where the Guard Dog is kept, is completely fenced as specified in Section 5 of this Bylaw;
    - iv. Fails to post or maintain warning signs as specified in this Bylaw.
  9. The Town is authorized to make periodic inspections of property guarded by a Guard Dog for the purpose of enforcing this bylaw.
  10. The Town may, in addition to any other penalties provided for in this Bylaw, or any other law, revoke, suspend, or refuse to renew any Guard Dog Permit for failure to comply with any provision of this Bylaw.
  11. A Guard Dog Permit shall not be transferable to another property.

### **OFFENCES AND RESPONSIBILITY OF OWNER - Part 3**

The Owner of a dog, including a Guard Dog, is guilty of an offence:

1.
  - (a) if he fails to register such dog or obtain a license for such dog;
  - (b) if the dog is off the premises of the owner without a leash,
  - (c) collar or license tag;
  - (d) if he harbours more than two (2) dogs (the Animal Control Officer may request additional dogs be removed, within a reasonable time);
2. if the dog runs at large;

  
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3. if such dog is a female dog in heat and is not confined and housed in the residence of the owner during the whole of the heat period except for the sole purpose of defecating on the premises of the owner;
4. (a) if such dog defecates on any public or private property other than the property of its owner, the owner or person in control of the dog fails to immediately remove such defecation. This provision shall not apply to a registered guide dog while it is assisting a blind person;  
(b) if he allows any fecal matter to remain on their property or to accumulate to such an extent as to, in the opinion of a Bylaw Enforcement Officer, constitute a nuisance by way of odor, unsightliness, or detrimental impact on the use, enjoyment, or value of nearby properties.
5. if such dog is on any school ground, playground, or parkland. This provision shall not apply to an owner attending a recognized training or obedience school for training of dogs at a time or place approved by the Town of Eckville;
6. if such dog barks or howls so as to disturb any person;
7. if such dog damages public or private property;
8. (a) if such dog chases any person, animal, bicycle or motor vehicle; or threatens any person or animal, or  
(b) attacks or bites any person or animal.
9. if he fails to provide identification (name, address, date of birth and dog tag number or proof thereof) to any Animal Control Officer, Police Constable or Municipal Enforcement Officer;
10. if he provides false or misleading information to an Animal Control Officer, Police Constable or Municipal Enforcement Officer;
11. The owner of a dog is guilty of a second offence if such dog commits for a second time within a six month period any offence under this bylaw.

#### **RESPONSIBILITIES OF ANIMAL CONTROL OFFICER - Part 4**

1. The Animal Control Officer shall arrange for a pound to be established for the keeping and impounding of dogs and shall make all rules and regulations not inconsistent with this Bylaw pertaining to the administration of such pound;
2. The Animal Control Officer shall keep an up-to-date record of all complaints, notices and reports and a similar record of their disposition;
3. The Animal Control Officer, Police Constable, or Municipal Enforcement Officer may seize and impound:

  
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- (a) Every dog running at large;
  - (b) Every dog not wearing a collar and tag while off the premises of the owner;
  - (c) Every dog found on a parkland unless permitted pursuant to Part 3, Section 5;
  - (d) Every female dog in heat not confined and housed.
4. In the act of pursuit of any dog in violation of Section 3 of this Part, any officer empowered to apprehend dogs under said Section 3 of this Part is hereby authorized to enter upon private property at all reasonable times, provided however, that in this section, private property shall not include any building occupied as a residence;
5. No person, whether or not he is the owner of a dog which is being or has been pursued or captured shall:
- (a) Interfere with or attempt to obstruct an Animal Control Officer, Police Constable or Municipal Enforcement Officer who was attempting to capture or who has captured any dog in accordance with the provisions of this Bylaw;
  - (b) Unlock or unlatch or otherwise open the van or vehicle in which dogs captured for impoundment have been placed, so as to allow or attempt to allow any dog to escape therefrom;
  - (c) Remove or attempt to remove any dog from the possession of the Animal Control Officer, Police Constable or Municipal Enforcement Officer;
  - (e) The owner or occupier of any private property may apprehend a dog found running at large over his property and shall immediately thereafter notify the Animal Control Officer, Police Constable, or Municipal Enforcement Officer of the fact. The Animal Control Officer shall as soon as possible after receipt of such notice arrange to take delivery of the dog.
6. Where there are more than two (2) dogs harboured, the Animal Control Officer, Police Constable, or Municipal Enforcement Officer may request such dogs to be removed, within a reasonable time.

#### **RELEASE OF IMPOUNDED DOGS - Part 5**

1. The Animal Control Officer shall keep all impounded dogs for a period of no less than 72 hours, including the day of impounding. Sundays and Statutory holidays shall not be included in the computation of the 72 hour period. During this period any healthy dog may be redeemed by its owner, upon payment to the Animal Control Officer of:
  - (a) The appropriate fine where applicable; and
  - (b) The appropriate license fee when a dog is not licensed; and
  - (c) Kennel boarding fees as per contract rate for every twenty-four (24) hour period or fraction thereof;
  - (d) Notwithstanding the foregoing, the owner of any dog impounded may not

  
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redeem the same if the impounded dog was vicious and had been impounded for being vicious to any person or animal. If the dog impounded was vicious at the time it was picked up, then the Animal Control Officer shall make application under the Dangerous Dog Act for an order directing that the dog be destroyed. No dog having a vicious or annoying record may be resold by the Animal Control Officer.

2. At the expiration of the 72 hour period any dog not redeemed may be destroyed or sold;
3. The Animal Control Officer shall report any apparent illness, communicable disease, injury, or unhealthy condition of any dog to a veterinarian and act upon his recommendation. The owner, if known, shall be held responsible for all expenses so incurred.

#### **PENALTIES - Part 6**

1. Any person who contravenes any provision of this Bylaw specified in Schedule "B" hereto is guilty of an offence and liable to payment of the penalty specified in Schedule "B" aforesaid.
2. The Animal Control Officer, Police Constable or Municipal Enforcement Officer may enforce the provisions of this Bylaw, and may issue an offence ticket or municipal ticket to an owner of a dog alleged to have committed one or more of the above offences and require a payment of the appropriate fine as provided in this Part and as per Schedule "B".
3. A person whom an offence ticket or municipal ticket has been issued may pay the penalty therein specified within the time therein stated;
  - (a) Should a person not pay the penalty as provided in subparagraph (a) hereof, and a prosecution has been entered against him, then he shall be liable on summary conviction to pay the minimum fine equal to the penalty stated in the said offence ticket or municipal ticket plus court costs;
  - (b) Notwithstanding anything therein contained, if a prosecution had been entered against any person for any offence under the Bylaw for which an offence ticket or municipal ticket has been issued, the Town will not accept payment of the penalty therein specified.
4. The offence ticket or municipal ticket may be served upon a person in accordance with the provisions of the Provincial Offences Procedures Act of Alberta.
5. Should any person be guilty of an offence for which no penalty is specified then such person shall be liable upon summary conviction to a fine of not more than five thousand dollars (\$5000.00) and not less than five hundred dollars (\$500.00), and in default of payment to imprisonment for a period not exceeding

  
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sixty (60) days.

**SEVERABILITY OF BYLAW PROVISIONS - Part 7**

1. It is the intentions of Town Council that each separate provision of this Bylaw shall be deemed independent of all provisions, and it is further the intention of Town Council that if any provisions of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

**REPEAL**

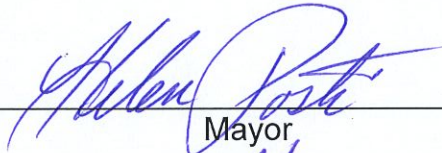
Bylaw 701/10 and any amendments thereafter are repealed upon this Bylaw coming into force.

This Bylaw shall come into effect upon third and final reading thereof.

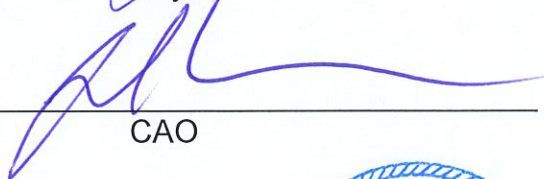
Read the first time this 10th day of September, 2018.

Read a second time this 26<sup>th</sup> day of November, 2018.

Read a third and final time this 26<sup>th</sup> day of November, 2018.



\_\_\_\_\_  
Mayor



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CAO





**SCHEDULE "A"****ANNUAL DOG LICENSE FEES**

- |                                   |         |
|-----------------------------------|---------|
| 1. Dog License                    | \$40.00 |
| 2. Neutered or Spayed Dog License | \$20.00 |

Note: It shall be the responsibility of the owner of any animal to provide a certificate from a veterinarian indicating an animal has been spayed or neutered.

3. Any Dog License purchased between October 1<sup>st</sup> and December 30<sup>th</sup> shall be reduced by 50%.
4. Replacement dog license tag \$ 5.00
5. Guard Dog Contractor License \$200.00
6. Guard Dog Permit Fee \$200.00
7. Licenses are not transferable.
8. Permits are not transferable.
9. No person shall be entitled to a license rebate or refund.
10. No Person shall be entitled to a permit rebate or refund.



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

	INFRACTION	FIRST OFFENCE	SECOND AND SUBSEQUENT OFFENCES
Part 2A, Section 1	Fail to obtain guard dog contractor license	\$100.00	\$200.00
Part 2A, Section 3	Fail to provide accurate or complete information	\$100.00	\$200.00
Part 2A, Section 4 (a)	Guilty of offense listed in Part 3 of Bylaw	Relevant section and fine	Relevant section and fine
Part 2B, Section 1	Fail to obtain guard dog permit	\$100.00	\$200.00
Part 2B, Section 3	Fail to provide accurate of complete information	\$100.00	\$200.00
Part 2B, Section 5	Inadequate measures to ensure health, safety and welfare of public	\$100.00	\$200.00
Part 2B, Section 6	Fail to lock gates and confine dog to property	\$100.00	\$200.00
Part 2B, Section 7	Fail to post adequate signage	\$100.00	\$200.00
Part 3, Section 1 (a)	Fail to register dog and obtain license	\$100.00	\$200.00
Part 3, Section 1 (b)	Fail to keep dog on leash when off the premises of the owner	\$100.00	\$200.00
Part 3, Section 1 (c)	Fail to ensure collar and tag worn on dog	\$100.00	\$200.00
Part 3, Section 1 (d)	Harbours more than two (2) dogs	\$100.00	\$200.00
Part 3, Section 2	Permit dog to run at large	\$100.00	\$200.00
Part 3, Section 3	Fail to confine dog in heat	\$100.00	\$200.00

Part 3, Section 4(a)	Fail to remove defecation	\$100.00	\$200.00
Part 3, Section 4(b)	Allow dog's fecal matter to accumulate on property	\$100.00	\$200.00
Part 3, Section 5	Unleash dog on school ground, playground, parkland area	\$100.00	\$200.00
Part 3, Section 6	Permit dog to bark or howl	\$100.00	\$200.00
Part 3, Section 7	Damage public or private property	\$100.00	\$200.00
Part 3, Section 8 (a)	Chase any person, animal, bicycle or motor vehicle; threaten any person or animal	\$400.00	\$800.00
Part 3, Section 8 (b)	Attack and/or bite person or animal	Court	Court
Part 3, Section 9	Fail to provide identification	\$400.00	\$800.00
Part 3 Section 10	Provide false or misleading information	\$400.00	\$800.00
Part 4, Section 5	Interfere with enforcement	\$400.00	\$1000.00