

**TOWN OF ROCKY MOUNTAIN HOUSE  
BYLAW NO. 2023/12**

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**BEING A BYLAW WITHIN THE CORPORATE LIMITS OF THE TOWN OF ROCKY MOUNTAIN HOUSE TO PROVIDE FOR THE LICENSING, REGULATION AND CONFINEMENT OF DOGS, AND THE RESPONSIBLE OWNERSHIP OF DOGS.**

**WHEREAS** the Council of the Town of Rocky Mountain House deems it desirable to pass such a Bylaw.

**NOW THEREFORE**, the Council of the Town of Rocky Mountain House, duly assembled, hereby enacts as follows:

**1. TITLE**

- 1.1. The Bylaw may be cited as the **"Responsible Pet Ownership Bylaw"**.

**2. DEFINITIONS**

In this Bylaw, unless the context otherwise requires, the word, term or expressions:

- 2.1. **"Altered"** means neutered or spayed.
- 2.2. **"Animal Control Officer"** means a person employed by the Town or is under a contract between the Town and its Contractor to enforce the provisions of this Bylaw.
- 2.3. **"Animal Shelter"** means any facility determined by the Town for the safe keeping, and holding of impounded, or seized Dogs as set out within this Bylaw.
- 2.4. **"Aggressive Dog"** means any Dog that:
- a. has been designated an Aggressive Dog by a Justice;
  - b. has been made the subject of an Order under the Dangerous Dog Act;
  - c. has been designated an Aggressive Dog by the Town Manager pursuant to this Bylaw.
- 2.5. **"Assistance Dog"** means any professionally trained Dog, including a guide, hearing or service dog, that works in partnership with a disabled person to increase his or her independence, safety and mobility.
- 2.6. **"Attack"** means an assault by a Dog upon a person or other Dogs consisting of more than one Bite and which causes injury to that person or another Dog.
- 2.7. **"Bite"** means an application of force by a Dog-by means of its mouth and teeth upon a person or another Dog which results in pain or injury of any nature being inflicted upon that person or other Dog.
- 2.8. **"Cat"** means either male or female of the feline family.
- 2.9. **"Contractor"** means a person or organization under contract by the Town to enforce the provisions of this Bylaw and / or maintain and administer an animal shelter.

- 2.10. **"Dog"** means any male or female of the canine family.
- 2.11. **"Fine"** means the cash dollar amount for infractions of this Bylaw as set in Schedule "C" and may include the cost recovery of any veterinary bills for victims, behaviour assessment costs, and Court requirements expensed in the investigation of an incident.
- 2.12. **"Former Owner"** means the person at the time of impoundment who was the Owner of a Dog-which has been subsequently sold or destroyed.
- 2.13. **"Justice"** has the meaning as defined in the Provincial Offences and Procedure Act, R.S.A. 2000, c. P-34 and amendments thereto.
- 2.14. **"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 3 Dogs and/or 3 Cats of whatever age or sex are kept or boarded but does not include commercial premises used for the care and treatment of Dogs, operated by a duly qualified veterinarian.
- 2.15. **"Leash"** means a restraint that maintains Owner control of a Dog or Aggressive Dog, is not more than two (2) meters in length and is made of material capable of restraining the Dog-or Aggressive Dog on which it is being used.
- 2.16. **"License"** means a license issued by the Town to an Owner upon payment of the required fee for each Dog 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.
- 2.17. **"Motor Vehicle"** means as defined in the Traffic Safety Act, RSA 2000, c T-6, as amended.
- 2.18. **"Municipal Ticket"** means a municipal ticket issued on behalf of the Town for a violation under this Bylaw.
- 2.19. **"Muzzle"** means a device of sufficient strength placed over a Dog's or Aggressive Dog's mouth to prevent it from biting.
- 2.20. **"Officer"** includes an Animal Control Officer, a Bylaw Enforcement Officer, a Peace Officer, or a Member of the Royal Canadian Mounted Police.
- 2.21. **"Off Leash Area"** shall mean an area designated by the Town, where Dogs are permitted to run off-leash, or areas where organized and controlled Dog events approved by the Town are held which have posted signs designating the area to be a temporary Off Leash Area.
- 2.22. **"Owner"** includes any person, partnership, association, or corporation:
- a. owning, possessing, having charge of, or control over, any Dog, either temporarily or permanently;
  - b. harbouring any Dog;
  - c. suffering or permitting any Dog to remain about his or her house or premises; and
  - d. any person to whom a License has been issued under this Bylaw.

Every person defined as an Owner herein is responsible for the Dog.

- 2.23. **"Park"** or **"Parkland"** means any recreational land owned or controlled by the Town lying within 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 area administered by the Town Parks Department, and school grounds and playgrounds whether or not the management or control of such areas or facilities has been delegated to another body and includes all buildings or other improvements situated on these areas.
- 2.24. **"Roadway"** shall mean any street 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.
- 2.25. **"Running at Large"** shall mean any Dog off the premises of the Owner and not on a Leash held by a person able to control the Dog.
- 2.26. **"Severe Injury"** means any injury that requires medical attention, excepting wound cleaning and first aid which does not require professional medical care and includes: wounds requiring sutures or surgery, disfiguring or scarring lacerations, broken bones, severe sprains or any other similar injury.
- 2.27. **"Tag"** means a current metal, or other, tag issued by the Town to an Owner for each Dog- or Aggressive Dog they own, indicating the year for which the fee has been paid and a number recorded to the Owner's name.
- 2.28. **"Threatening behavior"** means behavior that creates a reasonable apprehension of a threat of harm and may include growling, lunging, snarling, charging or chasing.
- 2.29. **"Town Manager"** shall mean the person designated as the Chief Administrative Officer of the Town or that person's designate.
- 2.30. **"Unaltered"** means not neutered or spayed.

### **3. LICENSING PROVISIONS AND OFFENCES**

- 3.1. Every person who owns, keeps or harbors a Dog or Aggressive Dog, which is three (3) months of age, or older shall pay to the Town of Rocky Mountain House a yearly license fee as set out in Schedule "A" attached hereto.
- 3.2. 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.
- 3.3. 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.
- 3.4. The Tag shall be securely attached to a collar, which shall be worn by the Dog or Aggressive Dog for which it is issued at all times.
- 3.5. If a Tag is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specified fee.
- 3.6. A Tag is not transferable from one Dog to another, or one Aggressive Dog to another, and no refund will be made for any issued Tag.

3.7. Every person who fails to purchase a License, for any Dog or Aggressive Dog they own, on or before the 31<sup>st</sup> day of January in any year, shall be guilty of an offence and subject to the penalties provided for in this Bylaw.

3.8. The Owner of an Assistance Dog will be issued a License and Tag free of charge.

#### **4. LICENSING REQUIREMENTS FOR AGGRESSIVE DOGS**

4.1. 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 January 31 of each subsequent year as set out in Schedule "A".

4.2. 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; and
- b. paid the specified annual fee; and
- c. provided proof of a locked pen or structure that:
  - i. has a secure top and sides, and if it has no bottom secured to the sides, the sides must be embedded in the ground to a minimum depth of thirty (30) centimeters;
  - ii. provides adequate shelter from the elements;
  - iii. has minimum dimensions of one and one-half (1.5) meters by three (3) meters and is a minimum one and one-half (1.5) meters in height; and
  - iv. is not within one (1) meter of the property line or within five (5) meters of a neighboring dwelling unit.

#### **5. RESPONSIBLE PET OWNER REQUIREMENTS**

5.1. The Owner of a Dog is guilty of an offence if he or she fails to:

- a. ensure that the Dog has adequate food and water;
- b. provide the Dog with adequate care when the Dog is wounded or ill;
- c. provide the Dog with reasonable protection from injurious heat or cold;
- d. provide the Dog with adequate shelter, ventilation and space.

5.2. The Owner of a Dog is guilty of an offence if the Dog:

- a. is Running at Large;
- b. is on Park or Parkland where Dogs are prohibited or where the Park or Parkland area contains playground apparatus and/or a sand and rubber play area;

- c. destroys or damages any public or private property;
  - d. is in an restricted area or community event location where Dogs are prohibited as per Council resolution;
- 5.3. The Owner of a female Dog is guilty of an offence if he or she does not keep such Dog-housed and confined during the whole period it is in heat.
- 5.4. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog barks or howls in a manner that is reasonably likely to annoy or disturb a person.
  - a. In determining what constitutes barking or howling that is reasonably likely to annoy or disturb a person, consideration may be given, but is not limited to:
    - i. the volume, duration and place of the bark or howl.
    - ii. time of day and day of week.
    - iii. nature and use of the surrounding area.
- 5.5. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.
- 5.6. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog is on any public or private property not owned or occupied by the Owner and the Owner is not in possession of a suitable means of facilitating the removal of Dog defecation.
- 5.7. The Owner of a Dog is guilty of an offence if he or she does not prevent the defecation of a Dog from accumulating on the Owner's property to an extent that it is reasonably likely to cause a public nuisance, annoy or pose a health risk to others.
- 5.8. 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 three (3) Dogs over the age of three months on any land which contains or is permitted under the Land Use Bylaw to contain, a dwelling unit.
- 5.9. Any person who owns or occupies and dwelling unit (as defined by the Land Use Bylaw), is guilty of an offence if he or she has more than three (3) Cats over the age of three months on any land which contains or is permitted under the Land Use Bylaw to contain, a dwelling unit.
- 5.10. A person is guilty of an offence if such person springs or otherwise tampers with, or damages, a live trap in which Dogs are to be trapped, or have been trapped, so as to prevent trapping of a Dog or allow any Dog to escape from the trap.
- 5.11. Any Owner of a Dog animal in the Town for a period longer than 30 days in one year is required to have a current license for the Town unless the Owner is visiting, and the Dog-is licensed in another municipality.
- 5.12. A person is guilty of an offence if he or she exercises a Dog or Aggressive Dog while he or she is driving in a motor vehicle.

- 5.13. The Owner of a Dog is guilty of an offence if he or she fails to carry a Leash while with a Dog in a designated Off Leash Area.
- 5.14. The Owner of a Dog is guilty of an offence if such Dog is not wearing a collar and Tag when the Dog is in a designated Off Leash Area.
- 5.15. The Owner of a Dog is guilty of an offence if the Dog is in an Off Leash Area and exhibits threatening behavior towards any other domestic Dog or a person and the Owner fails to remove the Dog immediately from the Off Leash Area.
- 5.16. The Owner of a Dog is guilty of an offence if he or she fails to adequately maintain a containment or structure that will prevent the Dog from leaving the Owner's property.
- 5.17. A person is guilty of an offence if he or she hitches, ties or fastens a Dog to a fixed object when the Dog is wearing a choke collar or chain, or when a rope or cord is tied directly around the Dog's neck.
- 5.18. A person is guilty of an offence if he or she hitches, ties or fastens a Dog to a fixed object as the primary means of confinement for an extended period of time that exceeds a 24- hour period and there is no other means of containing the Dog on the property.
- 5.19. A person is guilty of an offence if he or she confines an unattended Dog in an enclosed space, including a motor vehicle, without adequate ventilation and that the weather conditions are not suitable for the confinement and as a result thereof puts the Dog's well-being and safety at risk.
- 5.20. No person shall allow a Dog to be outside of the passenger cab of a motor vehicle on a roadway, regardless of whether the motor vehicle is moving or Parked.
  - a. Notwithstanding section (5.21), a person may allow a Dog to be outside the passenger cab of a motor vehicle, including riding in the back of a pick-up truck or flatbed truck if the Dog is:
    - i. in a fully enclosed trailer;
    - ii. in a canopy enclosing the bed area of a truck;
    - iii. contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or
    - iv. securely tethered in such a manner that it is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.
  - b. The Owner of a vehicle involved in an offence referred to in this Section is guilty of the offence, unless that vehicle Owner satisfies the Court that the vehicle was:
    - i. not being driven or was not Parked by the Owner; and
    - ii. that the person driving or parking the vehicle at the time of the offence did so without the vehicle Owner's express or implied consent.

## **6. OFFENCES APPLICABLE ONLY TO OWNERS OF AGGRESSIVE DOGS**

- 6.1. 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 over the age of 18 years old 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 a person over the age of 18 years old 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.

## **7. KENNELS**

- 7.1. Kennels are not an allowable use in residential areas as per the Town of Rocky Mountain House's Land Use Bylaw. For those non-residential Land Use Districts where a Kennel use is permitted, please refer to the Land Use Bylaw.

## **8. THREATEN, BITE OR ATTACK DOG PROVISIONS**

- 8.1. The Owner of a Dog is guilty of an offence if the Dog:
- a. Exhibits Threatening behavior towards a person or other domestic Dog;
  - b. Bites another domestic Dog;
  - c. Bites a person;
  - d. Attacks another domestic Dog;
  - e. Attacks a person;
  - f. Bites, Attacks, and causes Severe Injury to a domestic Dog;
  - g. Causes death to a domestic Dog;
  - h. Bites, Attacks, and causes Severe Injury or death to a person.

- i. Cause injury or death to wildlife.
- 8.2. The Owner of an Aggressive Dog is guilty of an offence if such Aggressive Dog:
- a. Exhibits Threatening behavior towards a person or a domestic Dog;
  - b. Bites another domestic Dog;
  - c. Bites a person;
  - d. Attacks another domestic Dog;
  - e. Attacks a person;
  - f. Bites, Attacks and causes Severe Injury to a domestic Dog;
  - g. Causes death to a domestic Dog;
  - h. Bites, Attacks and causes Severe Injury or death to a person.
  - i. Cause injury or death to wildlife.
- 8.3. Sections (8.1) and (8.2) apply to the conduct of a Dog whether on or off the property of the Owner.
- 8.4. No Owner shall direct a Dog to attack, chase, harass or threaten livestock, other Dogs, or wildlife.

## **9. ADDITIONAL PENALTIES**

- 9.1. A Justice, after convicting an Owner of 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.

## **10. INTERFERENCE WITH AN OFFICER**

- 10.1. Any person, whether or not he or she is the Owner of a Dog or Aggressive Dog which is being or has been pursued and 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 Dog;
  - b. unlocks or unlatches or otherwise opens the vehicle in which Dogs captured for impoundment have been placed, so as to allow or attempt to allow any Dog to escape therefrom;
  - c. removes, or attempts to remove, any Dog from the possession of an Officer;
  - 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.

## **11. IMPOUNDING AND SEIZURE OF DOGS**

- 11.1. Any Officer may seize and deliver to a Animal Shelter for impound any Dog—or Aggressive Dog:
  - a. found Running at Large;
  - b. which has bitten, or is alleged to have bitten a person or Dog, pending the outcome of a decision to designate the Dog to be an Aggressive Dog or to euthanize the Dog;
  - c. not wearing a collar or Tag while off the premises of the Owner;
  - d. found on Park or Parkland and not under the direct control of the Owner;
  - e. that is a female in heat and not confined or housed.
- 11.2. Upon receiving a Dog or Aggressive Dog for impound, an Officer shall make reasonable efforts to identify and contact the Owner of the Dog or Aggressive Dog.
- 11.3. 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.
- 11.4. An Officer is hereby authorized to use live traps, nets, or any other similar means to effect capture of Dogs or Aggressive Dogs. The Town shall not be held liable for the death or injury of any Dog or Aggressive Dog.
- 11.5. The Contractor shall not sell, euthanize, or otherwise dispose of any impounded Dog or Aggressive Dog until the Dog or Aggressive Dog is retained in the Contractor’s Dog Shelter for seventy-two (72) hours, not including the day of impounding, Saturday, Sundays, or Statutory Holidays.
- 11.6. The Contractor may retain a Dog for a period longer than set out in Section 11.5 herein if, in the opinion of the Contractor or Town Manager, the circumstances warrant the expense, or they have reasonable grounds to believe that the Dog is a danger to persons, Dogs or property.
- 11.7. Any healthy Dog may be returned to the Owner during the 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 Dog License fee on behalf of the Town if the Dog is not licensed at the time of impound.
- 11.8. Any person claiming an impounded Dog shall present government issued identification to the Contractor or its staff.
- 11.9. Where an impounded Dog or Aggressive Dog has not been claimed by an Owner within 72 hours of impoundment, not including the day of impounding, Saturday, Sundays or Statutory Holidays, the Contractor is authorized to sell, foster, euthanize, or otherwise dispose of any impounded Dog or Aggressive Dog.

## **12. FULL RIGHT AND TITLE**

- 12.1. The purchaser of a Dog 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 Dog shall cease upon the purchase.

## **13. DESIGNATION AS AGGRESSIVE DOG BY TOWN MANAGER**

- 13.1. An Officer may submit a report to the Town Manager alleging that a Dog is an Aggressive Dog.
- 13.2. The report shall be in the form as specified from time to time and shall include the following information:
  - a. the full names, addresses and telephone numbers of the following persons:
    - i. the complainant;
    - ii. the Owner of the alleged Aggressive Dog; and
    - iii. any witnesses to the incident that prompted the report, investigation, or allegation of an Aggressive Dog.
  - b. a detailed description of the incident that prompted the report, investigation, or allegation of an Aggressive Dog;
  - c. the severity of the incident that prompted the report, investigation, or allegation of an Aggressive Dog;
  - d. any previous incidents of a similar or related nature involving the alleged Aggressive Dog.
- 13.3. After evaluating the report submitted by the Officer, the Town Manager may designate a Dog as an Aggressive Dog if he or she determines that the Dog has caused, or is likely to cause, damage, injury or death to another domestic Dog or a person.
- 13.4. Notice of an Aggressive Dog designation shall be hand delivered to the Owner of the Aggressive Dog. Notice is required to be provided to the Town if an Aggressive Dog is sold, gifted, or transferred.
- 13.5. An Aggressive Dog designation continues to apply if the Aggressive Dog is sold, gifted or transferred.
- 13.6. Any Aggressive / Dangerous Dog designation from another municipality shall remain in effect if the dog relocates to the municipality.

## **14. APPEAL OF AGGRESSIVE DOG DESIGNATION**

- 14.1. When a Dog has been designated as an Aggressive Dog, within 10 days after delivery of the notice to the Owner, the Owner may appeal the designation to Council.
- 14.2. On hearing the appeal, Council may revoke or confirm the Aggressive Dog designation.

## **15. MUNICIPAL TICKETS AND VIOLATION TICKETS**

- 15.1. 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.
- 15.2. A Municipal Ticket shall be deemed to be sufficiently served if:
- a. served personally on the Owner of the Dog or Aggressive Dog, or left at the Owner's residence; or
  - b. mailed to the address of the Owner of the Dog or Aggressive Dog.
- 15.3. Penalties for a second, third and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

## **16. CONTINUING OFFENCES**

- 16.1. 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.

## **17. SUMMARY CONVICTION**

- 17.1. Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to the specified penalty set out in Schedule "C" and in default of payment of any fine imposed, to imprisonment for not more than six (6) months. Any person who contravenes any provision of this Bylaw for which there is either "Court" or no penalty specified in Schedule "C", is guilty of an offence and is liable on summary conviction to a fine of not less than five hundred dollars (\$500.00) and not more than ten thousand dollars (\$10,000.00) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

## **18. EXEMPTION FOR POLICE SERVICE DOGS / EMERGENCY SERVICE DOGS**

- 18.1. This Bylaw does not apply to a Municipal Police / RCMP Service Dog or Emergency Search and Rescue Dog while it is in Active Service.

## **19. PROOF OF LICENSE AND AGE OF DOG**

- 19.1. 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 a Dog or Aggressive Dog,

- b. a Dog or Aggressive Dog is under 3 months of age,
- c. the length of time a Dog has been in the Town is less than 30 days in a year.

**20. ANNUAL LICENSE FEES**

Refer to SCHEDULE "A"

**21. SPECIFIED PENALTIES**

Refer to SCHEDULE "C"

**22. AGGRESSION SCALE CLASSIFICATION**

An Officer investigating a complaint involving the Threatening behavior of a Dog may classify the behaviour by means of reference to the Dr. Ian Dunbars Aggression Scale, which is set out in SCHEDULE "D" of this Bylaw.

Bylaw 16/04V is hereby rescinded.

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

READ A FIRST TIME IN COUNCIL this 18<sup>th</sup> day of July, 2023.

READ A SECOND TIME IN COUNCIL this 15<sup>th</sup> day of August, 2023.

READ A THIRD TIME IN COUNCIL this 15<sup>th</sup> day of August, 2023.

Redacted under Section 17 of the FOIP Act.

**Mayor Debbie Baich**

Redacted under Section 17 of the FOIP Act.

**CAO Dean Krause**

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

Please refer to the Rates, Fees and Charges Bylaw for Pet Licensing

**SCHEDULE "B"**

**AGGRESSIVE DOG SIGNAGE**

**WARNING**



**AGGRESSIVE DOG  
ON PREMISES**

**Town of Rocky Mountain House  
Bylaw 16/04V**

<b>SCHEDULE "C"</b>				
<b>Specified Penalties</b>				
<b>Section</b>	<b>Offence</b>	<b>First</b>	<b>Second</b>	<b>Third &amp; Subsequent</b>
3.4	Failure to ensure collar and tag worn on a Dog	\$100.00	\$200.00	\$300.00
3.7	Fail to license Dog	\$150.00	\$250.00	\$350.00
5.1	Fail to provide adequate food, water, care, protection, ventilation or space	\$150.00	\$250.00	\$350.00
5.2 (a)	Dog Running at Large	\$150.00	\$250.00	\$350.00
5.2 (b)	Dog on Park or Parkland where prohibited	\$150.00	\$250.00	\$350.00
5.2 (c)	Dog destroys/damages property	\$150.00	\$250.00	\$350.00
5.2 (d)	Dog in Restricted area/community event per council resolution	\$150.00	\$250.00	\$350.00
5.3	Fail to confine in heat	\$100.00	\$200.00	\$300.00
5.4	Dog/Aggressive Dog barks or howls so as to disturb a person	\$150.00	\$250.00	\$350.00
5.5	Fail to remove defecation	\$150.00	\$250.00	\$350.00
5.6	Not in possession of suitable means to remove defecation	\$100.00	\$200.00	\$300.00
5.7	Fail to prevent defecation from accumulating on property	\$150.00	\$250.00	\$350.00
5.8	Have more than 3 dogs	\$150.00	\$250.00	\$350.00
5.9	Have more than 3 cats	\$150.00	\$250.00	\$350.00
5.10	Tamper/spring/damage trap	\$50.00	\$100.00	\$150.00
5.12	Exercise Dog/Aggressive Dog while in motor vehicle	\$150.00	\$250.00	\$350.00
5.13	Fail to carry leash in Off Leash area	\$50.00	\$100.00	\$150.00
5.14	Fail to ensure collar and tag worn by Dog in Off Leash area	\$50.00	\$100.00	\$150.00
5.15	Dog exhibiting Threatening behavior in Off Leash Area	\$100.00	\$200.00	\$300.00
5.16	Fail to maintain adequate containment / structure	\$100.00	\$200.00	\$300.00

<b>SCHEDULE "C"</b>				
<b>Specified Penalties</b>				
<b>Section</b>	<b>Offence</b>	<b>First</b>	<b>Second</b>	<b>Third &amp; Subsequent</b>
5.17	Secure Dog to fixed object by choke chain/rope/cord	\$100.00	\$200.00	\$300.00
5.18	Secure Dog to fixed object for extended period of time as primary containment	\$100.00	\$200.00	\$300.00
5.29	Confine Dog without adequate ventilation or in weather conditions not suitable for confinement	\$100.00	\$200.00	\$300.00
5.20	Fail to properly secure Dog in a motor vehicle	\$100.00	\$200.00	\$300.00
6.1 (a)	Aggressive Dog not muzzled, under control and on Leash	\$400.00	\$600.00	\$800.00
6.1 (b)	Aggressive Dog not indoors, not supervised or in locked pen outdoors	\$400.00	\$600.00	\$800.00
6.1 (c)	Fail to display Aggressive Dog signage	\$400.00	\$600.00	\$800.00
6.1 (d)	Aggressive Dog in Off Leash area	\$400.00	\$600.00	\$800.00
6.1 (e)	Aggressive Dog Running at large	\$400.00	\$600.00	\$800.00
6.1 (f)	Fail to notify of Aggressive Dog Running at Large	\$400.00	\$600.00	\$800.00
6.1 (g)	Fail to obtain Aggressive Dog License and Tag	\$400.00	\$600.00	\$800.00
8.1 (a)	Dog exhibits Threatening behavior to person/Dog	\$100.00	\$200.00	\$300.00
8.1 (b)	Bite another domestic Dog	\$250.00	Court	Court
8.1 (c)	Bite a person	\$250.00	Court	Court
8.1 (d)	Attack another domestic Dog	Court	Court	Court
8.1 (e)	Attack a person	Court	Court	Court
8.1 (f)	Bites, Attack and causes Severe Injury to a domestic Dog	Court	Court	Court
8.1 (g)	Causes death to a domestic Dog	Court	Court	Court
8.1 (h)	Bites, Attack and causes Severe Injury or death to a person	Court	Court	Court
8.1 (i)	Cause injury or death to wildlife	\$500.00	Court	Court
8.2 (a)	Aggressive Dog exhibits Threatening behavior towards	\$500.00	Court	Court



<b>SCHEDULE "C"</b>				
<b>Specified Penalties</b>				
<b>Section</b>	<b>Offence</b>	<b>First</b>	<b>Second</b>	<b>Third &amp; Subsequent</b>
	a person or Dog			
8.2 (b)	Aggressive Dog bites another domestic Dog	\$500.00	Court	Court
8.2 (c)	Aggressive Dog bites a person	\$500.00	Court	Court
8.2 (d)	Aggressive Dog attacks another domestic Dog	Court	Court	Court
8.2 (e)	Aggressive Dog attacks a person	Court	Court	Court
8.2 (f)	Aggressive Dog bites, attacks and causes Severe Injury to a domestic Dog	Court	Court	Court
8.2 (g)	Aggressive Dog cause death to a domestic Dog	Court	Court	Court
8.2 (h)	Aggressive Dog bites, attacks and causes Severe Injury or death to a person	Court	Court	Court
8.2 (i)	Aggressive Dog causes injury or death to wildlife	\$500.00	Court	Court
8.4	Direct a Dog to attack, chase, harass or threaten livestock, a Dog, or wildlife	\$1000.00	Court	Court
10.1(a)	Interfere with Officer	\$500.00	\$500.00	\$500.00
10.1(b)	Unlock/unlatch vehicle where Dog is confined	\$500.00	\$500.00	\$500.00
10.1(c)	Remove/attempt to remove Dog from Officer	\$500.00	\$500.00	\$500.00
10.1(d)	Refuse to provide identification to Officer	\$500.00	\$500.00	\$500.00
10.1(e)	Providing false or misleading information to Officer	\$500.00	\$500.00	\$500.00

## SCHEDULE "D"

### Dr. IAN DUNBAR'S AGGRESSION SCALE

<b>ASSESSMENT OF THE SEVERITY OF BITING PROBLEMS BASED ON AN OBJECTIVE EVALUATION OF WOUND PATHOLOGY</b>	
Level 1	Dog growls, lunges, snarls-no teeth touch skin. Mostly intimidation / threatening behaviour
Level 2	Teeth touch skin but no puncture. May have red mark/minor bruise from dog's head or snout, may have minor scratches from paws/nails. Minor surface abrasions or lacerations.
Level 3	Punctures one to three holes, single bite. No tearing or slashes. Victim not shaken side to side. Bruising
Level 3.5	Multiple level 3 bites.
Level 4	Two to four holes from a single bite, typically contact/punctures from more than canines, considerable bruising. Black bruising, tears and/or slashing wounds. Dog clamped down and held and /or shook head from side to side.
Level 5	Multiple bites at Level 4 or above. A concerted, repeated attack causing severe injury.
Level 6	Any bite resulting in death of a Dog

This Scale is developed by Dr. Ian Dunbar PhD. BVetMed, MRCVS, of Berkeley California. From his studies Dr Dunbar has been able to separate and classify bites into a generalized six level assessment protocol. This Scale is used as a standard throughout the world in canine aggression investigations and behavior assessment. Updated in 2012 for the City of Calgary Animal Services..

#### **Bite Inhibition**

"Inhibitions are the mechanisms which compel an Animal to interrupt an action in the middle of a sequence."(i)

"Good bite inhibition does not mean that your dog will never snap, lunge, nip, or bite. Good bite inhibition means that should the dog snap and lunge, his teeth will seldom make skin contact and should the dog's teeth ever make skin contact, the inhibited "bite" will cause little, if any, damage."

#### References

- (i). ABRANTES R. *Dog Language An Encyclopedia of Canine Behavior* 145. Wakan Tanka Publishers 1997
- (ii). DUNBAR.I. PhD, BVetMed, MRCVS *After you Get Your Puppy* 84. James & Kenneth Publishers 2001
- (iii). City of Calgary Animal Services. *Standard Operating Procedure for Peace Officers*. City of Calgary, 2012