

RURAL MUNICIPALITY OF YELLOWHEAD

BY-LAW NO. 7-2017

Being a By-Law to establish regulation and control of animals in the communities of Oakburn, Elphinstone, Shoal Lake, Strathclair, Menzie and all cottage subdivisions within the limits of the RM of Yellowhead.

PART I: AUTHORITY

WHEREAS subsection 232(1) of The Municipal Act, S.M. 1996, c. 58 (the "Act") provides, in relevant part, as follows:

Spheres of jurisdiction

232(1) A council may pass by-laws for municipal purposes respecting the following matters:

- (a) the safety, health, protection and well-being of people and the safety and protection of property;
- (k) wild and domestic animals and activities in relation to them, including by-laws differentiating on the basis of sex, breed, size or weight;
- (o) the enforcement of by-laws.

AND WHEREAS, subsection 236(1) of the Act provides, in relevant part, as follows:

Content of by-laws under clause 232 (1)(o)

236(1) Without limiting the generality of clause 232(1)(o) (enforcement of by-laws), a by-law passed under that clause may include provisions

- (a) providing for procedures, including inspections, for determining whether by-laws are being complied with; and
- (b) remedying contravention of by-laws, including
 - (i) creating offenses,
 - (ii) subject to the regulations, providing for fines and penalties, including the imposition of a penalty for an offense that is in addition to a fine or imprisonment, so long as the penalty relates to a fee, rate, toll, charge or cost that is associated with the conduct that gives rise to the offense, or related to enforcing the by-law,

- (iii) providing that an amount owing under subclause (ii) may be collected in any manner in which a tax may be collected or enforced under this Act,
- (iv) seizing, removing, impounding, confiscating and selling or otherwise disposing of plants, animals, vehicles, or other things related to a contravention,
- (v) charging and collecting costs incurred in respect of acting under subclause (iv),
- (vi) imposing a sentence of imprisonment for not more than six months for the commission of offenses or nonpayment of fines.

AND WHEREAS subsections 5(1), (2) and (3) of *The Animal Liability Act*, S.M. 1998 c. 8 provide, in relevant part, as follows:

Animals not to run at large

5(1) Except when permitted by a municipal by-law, no owner or person in charge of an animal shall allow it to run at large.

By-Law does not limit owner's liability

5(2) An owner's liability under section 2 is not limited or otherwise affected by a by-law referred to in subsection (1).

Municipality not liable by reason only of making By-Law

5(3) A municipality that makes a by-law referred to in subsection (1) is not liable, by reason only of having made the by-law, for damages for any harm that an animal causes to a person or property while running at large in the manner permitted under the by-law.

AND WHEREAS, subsections 31(1) and (2) of the *Diseases and Dead Bodies Regulation*, 338/88R of *The Public Health Act*, R.S.M. 1987 c.P210 provide, in relevant part, as follows:

31(1) In the event of an animal bite to a person in which a physician determines that there is a possibility of transmission of rabies, the person bitten or any duly qualified medical practitioner or registered nurse attending that person shall forthwith notify the medical officer of health or the animal control officer of the municipality in which the biting incident occurred. or a peace officer of the details of the biting incident.

31(2) An animal control officer or peace officer receiving a report pursuant to subsection (1) shall notify the medical officer of health of the details of the report at the earliest possible opportunity.

PART II: DEFINITIONS AND INTERPRETATION

By-Law Name

1(1) This By-Law may be referred to as the "Animal Control By-Law".

Definitions

1(2) In this By-Law, unless the context otherwise requires,

"aggressor animal" shall have the meaning ascribed thereto in section 11 of this By-Law.

"animal control officer" means the person appointed by Council to enforce the provisions of this By-Law, and includes any person acting as an assistant to, or under the direction of, the animal control officer authorized by the Council.

"cat" means any member of the genus *Felis domesticus* (domestic cat).

"Council" means the council of the RM of Yellowhead.

"current rabies vaccination" means that the dog or cat has been vaccinated for rabies in accordance with international veterinary protocol which calls for a primary vaccination, which is then followed with a booster vaccination not sooner than 60 days and not greater than one year after the primary vaccination, and is then subsequently vaccinated at regular intervals not exceeding three years.

"dangerous animal" means any dog, cat or any other animal that has on at least one occasion, worried, attacked, injured or killed a person, livestock or any other animal, or that is for any other reason determined to be a risk to any person, livestock or any other animal, and that has been declared a dangerous animal under section 12 of this By-Law.

"dog" means any member of the genus *Canis familiaris* (domestic dog).

"domestic pet" means any animal other than a dog or cat that has been domesticated and is kept or harboured within the Municipality;

"livestock" means:

- (a) animals kept for the purpose of:
 - (i) production of meat,
 - (ii) production of other products from the animals, or

- (iii) herding, protection of livestock or draft work,
and breeding stock of such animals;
- (b) animals kept for the purpose of improving or preserving any species or kind of animal that may be kept for a purpose set out in subclause (a)(i), (ii) or (iii) of this definition; and
- (c) any other animal determined by the animal control officer to be livestock for the purposes of this By-Law;

whether or not intended for profit and including, without limitation:

- (d) dairy cattle and beef cattle, goats, sheep, bison and horses;
- (e) swine (including, wild boar);
- (f) all cervids on game production farms;
- (g) all of the family Camilidae (including, Llamas and Alpacas);
- (h) all domestic poultry (including, chickens, turkeys, ducks and geese);
- (i) specialty fowl (including, guinea fowls); and
- (j) any other animals that are of a species or kind prescribed as livestock in the regulations pursuant to *The Animal Liability Act*.

"Municipality" means the RM of Yellowhead.

"owner" includes any person who owns, keeps, harbours or has possession or control of an animal, or who owns, leases or occupies, either solely or jointly with others, any premises containing the animal or which contained the animal immediately prior to an attack by the animal or apprehension of the animal by the animal control officer or any other person.

"person" includes a firm or corporation.

"pound" means any enclosure, premises or place, whether within or outside the Municipality, designated by Council for the impoundment and care of any animal for the purposes of enforcing any provision of this By-Law.

"poundkeeper" means the person appointed by Council, whether on a temporary or permanent basis, to operate and maintain a pound, and to carry out the duties of a poundkeeper as set out in section 4 of this By-Law.

"restricted animal" means:

- (a) any member of the order Primate except a human being;
- (b) any member of the order Carnivora except dogs, cats and domestic ferrets (*mustela putorius furo*), but including all hybrids of dogs and cats;
- (c) any member of the order Crocodylia;
- (d) any constrictor snake, venomous snake or venomous reptile;
- (e) any venomous amphibian;

- (f) any wild animal or wildlife as defined in *The Wildlife Act*; and
- (g) any other animal determined by the animal control officer to be a restricted animal, other than a dog, cat or livestock.

"running at large" or "run at large" means, in relation to an animal, that the animal is not:

- (a) under the direct, continuous and effective control of a person competent to control it; or
- (b) securely confined within an enclosure or securely fastened so that it is unable to roam at will.

Interpretation

- 1(1) In all parts of this By-Law, any word importing the male gender shall include the female gender and vice versa, and any word importing the singular shall include the plural, and vice versa, as applicable and unless the context requires a different interpretation.

PART III: ESTABLISHMENT OF POUND AND APPOINTMENT OF ANIMAL CONTROL OFFICER AND POUNDKEEPER

Establishment of Pound

- 2(1) Council may establish and maintain a pound for the impoundment and care of animals apprehended pursuant to the enforcement of any provision of this By-Law, or the Council may enter into an agreement with any person (including with any other municipality, city, town or organization) to establish and maintain a pound on their behalf. The costs associated with the pound operated by or for the Municipality shall be paid out of the general funds of the Municipality.

Appointment of animal control officer

- 2(2) Council may appoint one or more persons as animal control officer(s) to carry out the enforcement of this By-Law. The animal control officer(s) so appointed may be appointed on a temporary or permanent basis, and shall be paid out of the general funds of the Municipality.

Appointment of poundkeeper

- 2(3) Council may appoint one or more persons as poundkeeper(s) to carry out the duties of the poundkeeper set out in this By-Law. The poundkeeper(s) so appointed may be appointed on a temporary or permanent basis, and shall be paid out of the general funds of the Municipality.

Common animal control officer and poundkeeper

- 2(4) At the discretion of Council, the animal control officer may also serve as poundkeeper, and vice versa.

Duties of the animal control officer

3. It shall be the duties of the animal control officer:

- (a) to apprehend and confine at the pound, any animal running at large within the Municipality contrary to the provisions of this By-Law.
- (b) to apprehend and confine any restricted animal being kept or harboured by, or in the possession or control of, any person contrary to the provisions of this By-Law, or running at large, within the Municipality.
- (c) to ensure that any restricted animal kept or harboured within the Municipality is properly licensed by the Municipality, and to apprehend and confine any such restricted animal that is not properly licensed.
- (d) to apprehend and confine any dog, cat or any other domestic pet which is running at large within the Municipality contrary to the provisions of this By-Law, or which is kept or harboured by, or in the possession or control of, any person that is in breach of this By-Law or of any other laws or regulations pertaining to animals or the conditions of any permit or license (including, without limitation, a kennel permit or kennel license).
- (e) to make reasonable attempt to notify the owner of every animal impounded if the identify of the owner is known, by direct contact with the owner or by leaving a notice at the last known address of the owner, which notice shall be in the form set out in Schedule B hereto attached and shall state the place and time that the animal was apprehended, the place and time when the animal can be redeemed from the pound, the impoundment fee, any daily pound fees, license fees and other costs or fines to be charged to the owner, the method of payment required, and the date after which the animal will be sold, destroyed or otherwise disposed of if not redeemed. Where the identity of the owner of the animal is not known, the animal control officer shall post in the general office of the Municipality, a notice describing the animal, the date of apprehension and the date after which the animal will be sold, destroyed or otherwise disposed of.

- (f) A licenced veterinarian may use a tranquilizer gun for the purpose of capturing any animal found to be running at large within the Municipality.
- (g) to enforce the provisions of this By-Law.

Duties of poundkeeper

4. It shall be the duties of the poundkeeper:

- (a) To provide sufficient food and clean water, adequate shelter and a safe and sanitary environment for every animal impounded.
- (b) To establish and maintain the pound in a manner in keeping with *The Animal Care Act* (Manitoba), and without limiting the generality of the foregoing, to discharge the duties of an owner as set out in subsection 2(1) of *The Animal Care Act* (Manitoba) while an animal is in the custody of the poundkeeper.
- (c) To keep a record of every animal impounded, which record shall include the following minimum information:
 - (i) a description in reasonable detail of the animal (including, the approximate weight, height and color of the animal, as well as the order and breed of the animal);
 - (ii) the day and hour of its impoundment;
 - (iii) the day and hour of its redemption, sale, disposition or destruction, together with the details of redemption, sale, disposition or destruction;
 - (iv) the name and address of the owner (being the person to whom the animal was sold or released), and the license number on the animal's tag (if applicable);
 - (v) the amount and particulars of all fees, fines and other charges invoiced to, and received from or on behalf of, the owner and the name and address of the payor (if different from the owner); and
 - (vi) such other particulars as the Administrator of the Municipality shall direct from time to time.
- (d) To advise administration to collect all fees charged by the pound, and provide such reports and statements as the said Administrator may prescribe from time to time, except where the Municipality has entered into a contract with a private party for the operation of the pound, in which case the poundkeeper shall observe all terms and conditions of the contract with the Municipality for the operation of the pound, including,

without limitation, the provisions concerning the charging and collection of fees, the remittance of amounts due to the Municipality, and the submission of all reports and statements required to be submitted to the Municipality under the said contract.

- (e) To keep any impounded dog, cat or any other animal which is, to the knowledge of the poundkeeper, a domestic pet, for a minimum period of: (i) three (3) days, which shall include the day of impoundment but shall exclude Sundays and any statutory holidays during which the pound is closed to the public, or (ii) where the Municipality has entered into a contract with a private party for the operation of the pound, the minimum hold period established under the poundkeeper's contract with the Municipality.
- (f) To make suitable arrangements for the temporary impoundment and sale, disposition or destruction of any animal other than a dog, cat or domestic pet that is apprehended within the Municipality, including any restricted animal or wild animal within the meaning of *The Wildlife Act*.
- (g) If, after expiration of the minimum period of impoundment set out in paragraph (e), a dog, cat or other domestic pet has not been redeemed, it will be the duty of the poundkeeper to do one of the following with the impounded animal:
 - (i) sell or otherwise dispose of the impounded animal to any person for an amount not less than the applicable pound and license fees accrued in respect of the impounded animal as set forth in this By-Law, unless such fees are otherwise waived by the Municipality or by the poundkeeper on the express authority of the Municipality; or
 - (ii) cause the impounded animal to be humanely destroyed;

unless the Municipality, or the poundkeeper on the express authority of the Municipality, agrees to or directs an extended period of impoundment, in which case the impounded animal will be held until the earlier of the date that it is sold or otherwise disposed of to a person in accordance with sub-paragraph (g)(i) or until expiry of the extended period of impoundment, before it is humanely destroyed.

- (h) The Municipality may vary the terms, conditions and duties of the poundkeeper by contract with a private party, provided however that the

contract shall contain (and where absent in the contract, shall be deemed to incorporate) as minimum provisions, the duties of the poundkeeper set out in paragraphs (a), (b) and (c) above, and further provided that the provisions in paragraphs (d), (e), (f) and (g) above shall continue to apply except to the extent that they are specifically modified by the contract. Where the poundkeeper is a private party under contract with the Municipality, the poundkeeper shall observe all of the terms and conditions of the contract with the Municipality. Where it is permitted under the contract with the Municipality, the poundkeeper may, at its sole cost and expense, keep an impounded animal for longer than the minimum hold period, and may sell or otherwise dispose of the impounded animal for an amount less than the applicable pound and license fees, provided however that the poundkeeper shall remain responsible to the Municipality for all amounts due to the Municipality under its contract with the poundkeeper.

PART IV: DOGS, CATS AND OTHER DOMESTIC PETS

Licensing of dogs

- 5(1) The owner of every dog over the age of four months shall obtain and renew annually, a license to keep the dog, which license shall require the payment of the annual fee as set out in Schedule A hereto attached. The owner shall ensure that the license tag issued for the dog is securely fastened to a collar worn around the neck of the dog in respect of which the tag was issued. Any failure to obtain or keep current the required license or to ensure that the license tag issued for the dog is securely fastened to the dog's collar shall constitute an offense under this By-Law.
- 5(2) The required dog license will be sold by the Municipality.
- 5(3) No person shall be permitted to remove the collar or license tag from any dog without a lawful excuse, and any such removal shall constitute an offense under this By-Law.
- 5(4) The license fee hereby imposed shall be due and payable on the 1st day of January in each year and shall expire on the 31st day of December in the year in which the license fee was levied and paid.
- 5(5) Where the license tag is lost or damaged, the owner shall forthwith apply for a replacement license tag, the cost of which is set out in Schedule A hereto attached.
- 5(6) Where a change in ownership of a dog licensed hereunder occurs during the license year, the new owner shall have the current license transferred to his or her name upon payment of the transfer fee prescribed in Schedule A hereto attached. Any failure to report a change in ownership or to pay the prescribed transfer fee shall constitute an offense under this By-Law.
- 5(7) Subsections 5(1), (2), (3), (4), (5) and (6) shall not apply to non-residents of the Municipality who bring a dog on a temporary visit into the Municipality, provided however, that nothing in this subsection 5(7) shall authorize any person to bring a dog

into the Municipality that is a dangerous animal or is vicious, in heat, rabid or otherwise a risk to the public or to other animals within the Municipality, nor does it authorize any person to allow the dog to run at large or otherwise create a nuisance within the Municipality.

Rabies Vaccination

6(1) The animal control officer may at any time request that an owner provide proof that the owner's dog or cat has a current rabies vaccination status and, if the owner cannot produce such proof, the animal control officer may, in the case of a dog, terminate the owner's dog license, and in the case of a dog or cat, the animal control officer may apprehend and impound the dog or cat, and may charge the owner with an offense under this By-Law.

Responsibility of Owners Regarding Dogs

7(1) No owner shall:

- (a) permit his dog to run at large. When a dog is found running at large, its owner shall be deemed to have failed or refused to comply with this subsection.
- (b) permit his dog to bark or howl or in any other way unduly disturb the quiet of any person or persons anywhere in the Municipality.
- (c) permit his dog to defecate on any public or private property other than the property of its owner. Where a dog defecates on property other than the property of its owner, the owner shall cause such excrement to be removed forthwith.
- (d) permit his dog to defecate on his property in a manner which constitutes an environmental or health hazard or a nuisance for neighbours.
- (e) permit his dog to damage public property or private property other than that of the owner. Where public or private property has been damaged by a dog, its owner shall be deemed to have failed or refused to comply with this subsection.
- (f) own, keep, harbour or have possession or control of any dog (other than a dog that is under the age of four months or that is a registered guide dog for the visually impaired) for which a valid license has not been issued.
- (g) own, keep, harbour or have possession or control of any dog determined to be a dangerous animal, unless such dog is kept at all times in accordance with the provisions of Part V.
- (h) permit his dog to pursue, bite, wound or worry any person or animal, whether or not on the property of the owner.
- (i) permit his dog on any school ground or playground.
- (j) permit his dog on public property (including parkland area) unless the dog is on a leash (which leash shall be no longer than six (6) feet in length, fully extended) and the dog is in the actual custody and effective control

of the owner or a person competent to control it, unless the said public property has been specifically designated by Council as land upon which dogs are not required to be on a leash.

(k) permit his dog to upset waste receptacles or otherwise litter.

8(1) An owner of a registered guide dog that is visually impaired or any other person who requires the assistance of a registered guide dog shall not be subject to the restrictions imposed under subsections 7(1)(c), (f), (i) and (j).

Redemption

9. Unless the impounded animal is determined to be a dangerous animal, the owner of any dog, cat or any other domestic pet (other than a restricted animal) impounded by the animal control officer may be redeemed within three (3) days of the apprehension and impoundment by applying to the poundkeeper for redemption and paying:

- (a) the impoundment fee as set out in Schedule A;
- (b) the pound fee calculated in accordance with Schedule A;
- (c) in the event that the impounded animal is a dog that is unlicensed at the time of apprehension, the relevant license fee; and
- (d) all outstanding fines, damages or costs relating to the impounded animal.

Restrictions on Domestic Pets

10(1) An owner of a domestic pet other than a dog or cat shall not allow the domestic pet outside of the owner's premises unless the domestic pet is at all times while outside of the owner's premises, under the immediate charge and effective control of a person competent to control it. In the event that the animal alleged to be a domestic pet is a restricted animal or is a wild animal within the meaning of *The Wildlife Act*, no person shall be entitled to keep or harbour such animal within the Municipality.

Dogs

11(1) Subject to subsection 11(2) and the provisions of section 7, the owner of a dog shall not permit the dog to be outside of the owner's premises unless: (a) the dog has a collar which has securely fastened to it a proper license tag that identifies a valid license in respect of that dog; (b) the dog is on a leash that is less than six (6) feet in length fully extended; and (c) the dog is under the immediate charge and effective control of a person competent to control it.

11(2) A female dog in heat shall be confined to the premises of the owner or a person having control of the dog, or shall be housed in a licensed kennel, for the period of time that the dog is in heat. The said dog's confinement shall be in such a manner as to prevent any contact between the dog in heat and any other dog except other dogs owned by the same owner or by another owner who voluntarily permits such contact.

Live Trap

12(1) Any person who wishes to obtain a trap to apprehend a cat running at large from the poundkeeper or the animal control officer, shall:

- (a) provide to the poundkeeper or animal control officer, as applicable, his or her name, address and telephone number on a form as set out in Schedule C hereto attached; and
- (b) agree to comply with the terms and conditions for the use of the trap, including any terms and conditions governing the treatment and disposition of any trapped cat, as may be imposed by the poundkeeper or animal control officer, as applicable; and
- (c) pay any deposit and/or fee as may be authorized by Council from time to time for use of the trap, as set out in Schedule A hereto attached.

12(2) Any person who fails to comply with the terms and conditions set out in this section 9 shall be guilty of an offense under this By-Law.

Maximum Number of Dogs or Cats

13 No person shall own, harbour, keep or have in his possession or control or on his premises, more than three (3) dogs and or (3) three cats over the age of four (4) months, regardless of the number of people who may be inhabiting the premises, unless such person holds a valid kennel permit authorizing him to own that number of dogs.

PART V: DANGEROUS ANIMALS

Animal Bites

14(1) The animal control officer:

- (a) shall apprehend, impound and place in quarantine any dog or cat that he has reason to believe has bitten a person; and
- (b) may apprehend, impound and place in quarantine any other domestic pet that he has reason to believe has bitten a person if, in his discretion, such action in respect of the domestic pet is necessary for the protection of the public;

(in either case, the "aggressor animal"), whether on private premises or elsewhere, and whether or not the skin was directly punctured or lacerated by the bite, except that this provision shall not apply to a police service dog owned by a public law enforcement agency while on duty and under the control of a qualified dog handler.

14(2) If the aggressor animal is not voluntarily surrendered to the animal control officer by the owner, the animal control officer shall be empowered to apprehend and impound the aggressor animal and, if necessary, to apply to a provincial court judge, magistrate or justice of the peace, as required, in order to obtain an order to enter the personal residence of the owner for the purpose of apprehending and impounding the aggressor animal.

- 14(3) Any aggressor animal so apprehended and impounded at the pound shall, subject to subsection 11(9) herein, be quarantined for a minimum of ten (10) days at the owner's expense, commencing from the date of impoundment (the "quarantine period").
- 14(4) The animal control officer may, in his discretion, authorize the owner of the aggressor animal to quarantine the aggressor animal in a place other than the pound, provided that such place is under the direct supervision of a licensed veterinarian and that the aggressor animal must remain at such place at the owner's expense for the quarantine period.
- 14(5) Subject to a determination by the animal control officer pursuant to subsection 14(8) hereof that the aggressor animal is not a dangerous animal, the aggressor animal may be released to the owner after expiry of the prescribed quarantine period upon payment by the owner to the poundkeeper of a pound fee calculated at the daily rate set out in Schedule A hereto attached together with any costs or fines assessed against the owner hereunder. In the event that the owner fails to redeem the aggressor animal from the pound within three (3) days after expiry of the quarantine period, the aggressor animal shall be sold, or otherwise disposed of, or destroyed at the discretion of the poundkeeper.
- 14(6) The animal control officer shall keep a record of all bite incidents, identifying the aggressor animal and the details of the incident, and such record may be used in any hearing or appeal with respect to the dangerous animal provisions contained herein.
- 14(7) The head of any aggressor animal quarantined for biting that dies while quarantined and prior to the veterinary examination required pursuant to subsection 14(8) hereof, may be submitted to the Canadian Food Inspection Agency (or regulating authority) for rabies examination.
- 14(8) Every aggressor animal shall be examined by a licensed veterinarian approved by the animal control officer prior to release from quarantine. The determination as to whether or not the aggressor animal can be released from quarantine or must be destroyed or otherwise disposed of, shall be at the discretion of the animal control officer based upon the following factors:
 - (a) the medical report of the licensed veterinarian who has examined the aggressor animal;
 - (b) whether or not the public health authorities are prepared to consent to the release of the aggressor animal;
 - (c) the severity of the bite incident, the circumstances surrounding the incident and the consequences of the incident;
 - (d) whether or not the aggressor animal is, in the opinion of the animal control officer, a dangerous animal and, if yes, whether or not the provisions of section 13 hereof have been complied with;

- (e) whether or not the aggressor animal is a restricted animal, and if yes, whether or not the provisions of Part VII hereof have been complied with by the owner; and
- (f) proof that the aggressor animal does not have rabies, and that the aggressor animal has a current rabies vaccination status at the date of the bite incident.

14(9) Notwithstanding the provisions of subsection 14(3) herein, it shall be within the discretion of the animal control officer to release an aggressor animal prior to the expiry of the quarantine period and to impose conditions upon the release of an aggressor animal from quarantine, which conditions may include, without limiting the generality of the foregoing:

- (a) the owner shall take the necessary measures to ensure that the aggressor animal is confined to the owner's premises in such a manner as to prevent escapes, and to ensure that all direct contact with other animals and persons other than the owner is avoided;
- (b) the owner shall post in a conspicuous location at the entrance of the premises where the aggressor animal is confined, a sign which reads "*Beware of Dangerous <type of aggressor animal>*";
- (c) the owner shall submit the aggressor animal for veterinary examination from time to time as may be prescribed by the animal control officer, and shall report the results of any such veterinary examination to the animal control officer;
- (d) the owner shall take out and pay for such liability insurance on the aggressor animal as may be prescribed by the animal control officer;
- (e) the owner shall be responsible for all costs, fines and damages associated with the aggressor animal, including the costs of impoundment, quarantine, signage and veterinary fees, pound fees and license fees, and any costs associated with liability to the victim or victims of the bite incident;
- (f) such other conditions as the animal control officer may deem necessary or advisable in the interests of public safety.

Destruction of aggressor animal

15(1) Where it appears on reasonable grounds that an owner has breached a condition of this By-Law in respect of an aggressor animal has caused injury or damage to any person, property or any other animal or if the animal control officer otherwise has reasonable grounds to believe that an animal presents a risk to any person, property or any other animal and such animal has been declared a dangerous animal by Council, the animal control officer may apprehend and impound the animal for the purpose of destroying it. In the event that an animal is causing an immediate risk to any person, property or any other animal, the animal control officer is authorized to apprehend and impound the said animal notwithstanding that it has not been declared to be a dangerous animal by Council at the time of its apprehension and impoundment.

- 15(2) When the animal control officer impounds an animal under this section 15 for the purpose of destruction of the animal, he shall give the owner written notice, delivered to the last known address of the owner, that the animal will be destroyed after the expiry of ten (10) days from the date of the notice. The owner may, during that time period, appeal the decision of the animal control officer to Council by providing notice in writing to the Clerk of the Municipality, in which case Council shall hold a hearing at a regularly scheduled meeting of Council as to whether or not the animal should be destroyed. The animal shall remain quarantined in the pound pending the outcome of the hearing.

PART VI: LIVESTOCK

- 16(1) The keeping of livestock shall only be permitted in those areas of the Municipality which are zoned agricultural unless otherwise permitted by the Municipality's zoning by-law in effect from time to time. If so permitted, Council may specify the number and kind of livestock which may be kept on any such premises within the Municipality, and it shall be an offense under this By-Law to keep any livestock in excess of the prescribed number and kind.
- 16(2) Where livestock defecates on urban property other than the property of its owner, the owner shall cause such excrement to be removed forthwith.
- 16(3) An owner shall not permit his livestock to run at large within the Municipality. When livestock is found running at large, its owner shall be deemed to have refused or failed to comply with this By-Law.
- 16(4) Council, or the animal control officer on the authority of Council, may establish from time to time a temporary or permanent premises for the confinement of livestock apprehended pursuant to the provisions of this By-Law. This may include the premises where the apprehension took place, and the owner of such premises or any other such person as may be authorized by Council, shall provide care for the impounded animals at a rate of remuneration to be fixed from time to time by the Council. The Chief Administrative Officer of the Municipality may authorize the establishment of a temporary pound, which temporary pound shall be ratified at the next regularly scheduled Council meeting.
- 16(5) When livestock is impounded, the animal control officer shall publish notice of the impoundment in a newspaper that is generally distributed within the Municipality as well as post a notice at the office of the Municipality. This notice shall describe the livestock so impounded, including any identifying tags, marks or brands, the day of impoundment, along with the location within the Municipality where the livestock were found running at large.
- 16(6) If the identity of the owner is known, the animal control officer shall serve directly upon the owner or mail a notice of impoundment to the owner at his last known address.
- 16(7) The owner of the livestock shall not be entitled to the return of the livestock until the actual costs incurred by the Municipality in apprehending and impounding the livestock,

together with the costs of caring for the livestock and any fines imposed pursuant to this By-Law, have been paid in full.

- 16(8) If no person claims the livestock within ten (10) days of the date of the notice of impoundment, or if the owner has not paid the costs and fines referred to in subsection 16(6), the animal control officer may sell or otherwise dispose of the livestock without further notice to the owner, the proceeds of which shall be paid to the general funds of the Municipality.

PART VII: GENERAL PROVISIONS

Offenses under this By-Law

- 17(1) For greater certainty and without limiting any provisions of this By-Law, the following shall constitute offenses under this By-Law:
- (a) Allowing or failing to prevent a dog, cat or domestic pet from running at large;
 - (b) Keeping or harbouring dogs or cats in excess of the maximum number permitted by this By-Law without a properly issued kennel permit contrary to section 10 of this By-Law;
 - (c) Failure by a permit holder to comply with the conditions imposed upon a validly issued kennel permit;
 - (d) Failing to comply with an order of the animal control officer to dispose of any dogs or cats in excess of the prescribed limit made under section 6 of this By-Law;
 - (e) Failure by the owner of a dog to comply with any one or more of the provisions of section 7, subsection 14(1) or subsection 14(2) of this By-Law;
 - (f) Failing to report a bite incident or failing to voluntarily surrender the dog or cat believed to have bitten a person to the animal control officer or poundkeeper;
 - (g) Failing to voluntarily surrender a dog or cat to the animal control officer upon a request therefor;
 - (h) Failure by an owner to discharge the duties of an owner as set out in subsection 2(1) of *The Animal Care Act* (Manitoba);
 - (i) Keeping or harbouring any wild animal or other restricted animal within the Municipality without a proper permit contrary to section 16 of this By-Law;
 - (j) Violating any of the conditions or restrictions imposed upon a permit to keep or harbour any wild animal or other restricted animal within the municipality;
 - (k) Failing to properly vaccinate a dog or cat against rabies;

- (l) Failing to comply with the requirements of subsection 13 of this By-Law in relation to any domestic pet;
- (m) Failing to comply with any requirements of Part V of this By-Law in relation to an aggressor animal or a dangerous animal;
- (n) Defacing or removing a sign required to be posted under subsection 14(9)(b) of this By-Law;
- (o) Failing to comply with any of the requirements of Part VI of this By-Law in relation to livestock;
- (p) Failing to comply with any of the requirements of Part VII of this By-Law in relation to any restricted animals.

Interference With Enforcement

18(1) It shall be an offense under this By-Law for a person to interfere or obstruct any attempt by the animal control officer, poundkeeper or the Council from carrying out its duties and obligations hereunder. Without limiting the generality of the foregoing, no person shall interfere or obstruct or attempt to interfere or obstruct an animal control officer, the poundkeeper, a police officer or any other person authorized to apprehend and impound an animal running at large, who is attempting to apprehend or impound, or who has apprehended and impounded, any animal in accordance with the provisions of this By-Law.

18(2) It shall be an offense under this By-Law:

- (a) to break into, or assist another person in any manner, directly or indirectly, to break into, any pound; and
- (b) to remove or attempt to remove any impounded animal, or to otherwise cause or assist an escape of any impounded animal.

Apprehension by Resident

18(3) Any resident of the Municipality may apprehend and confine an animal which is running at large on his property, provided that he shall immediately thereafter inform the animal control officer, poundkeeper or the Municipality of the apprehension and confinement, and the animal control officer shall as soon as practical, attend upon the resident to take possession of and impound the animal.

Right of Entry

19(1) The animal control officer or any other person appointed by the Municipality to enforce the provisions of this By-Law or any other law, rule or regulation pertaining to animal care or custody, may lawfully enter upon the land and buildings of an animal owner or any other person, other than the personal residence of an individual, for the purposes of apprehending an animal running at large, to ensure compliance with this By-Law (including, without limitation, any license or permit issued pursuant to this By-Law) or to otherwise enforce the provisions of this By-Law, but shall not enter the personal

residence of any individual without the consent of the owner or occupant of the personal residence or a valid warrant or order from a provincial court judge, magistrate or justice of the peace, as required to permit such entry.

- 19(2) The owner of any dog, cat or any other domestic pet that has bitten any person or any other animal shall present the said animal to the door of his dwelling upon the request of the animal control officer, to assist the animal control officer to apprehend and impound the said animal.

Complainant Identification

- 20 Any person who makes a complaint alleging an offense under this By-Law against another person shall provide to the animal control officer his name, address and telephone number. It shall be at the discretion of the animal control officer whether or not to proceed based on an anonymous complaint or information.

Liability


- 21(1) No liability shall attach to the animal control officer, the poundkeeper, the Council and/or the Municipality in carrying out their respective duties under this By-Law. Without limiting the generality of the foregoing, no liability shall attach to the animal control officer, the poundkeeper, the Council and/or the Municipality for any animal destroyed, sold or otherwise disposed of pursuant to the provisions of this By-Law or killed or injured during the course of its apprehension or impoundment.

Penalties

- 22(1) Without limiting the penalties for specific offenses set out in subsections 22(2) and (3) hereof, any person who contravenes any provision of this By-Law is guilty of an offense and is liable:
- (a) to a fine of not less than \$50.00 and not more than \$250.00, plus all applicable costs of apprehension and impoundment for the first offense;
 - (b) to a fine of not less than \$100.00 and not more than \$500.00, plus all applicable costs of apprehension and impoundment for the second offense and for each subsequent offense within twelve (12) months of the first offense;
- 22(2) Any person who interferes with or obstructs the duties of an animal control officer, a poundkeeper or any other person authorized to enforce any provisions of this By-Law, or who unlawfully enters any pound or unlawfully removes any animal impounded, is guilty of an offense and is liable:
- (a) to a fine of not less than \$250.00 and not more than \$1000.00, plus all applicable costs and penalties;
- 22(3) Where the contravention, disobedience, refusal or neglect continues for more than one (1) day, the person is guilty of a separate offense for each day that the contravention, disobedience, refusal or neglect continues.

Be it resolved that the Town of Shoal Lake by-law #2-2001 and the R.M. of Shoal Lake by-law #2006-3 and the R.M. of Strathclair By-law 2-2011 be hereby repealed.

DONE AND PASSED as a By-Law of the RM of Yellowhead by the Mayor and Council in open session assembled this 24th day of November, A.D. 2017



Mayor



Chief Administrative Officer

Read a first time this 22nd day of August, A.D. 2017

Read a second time 24th day of November, A.D. 2017

Read a third time 24th day of November, A.D. 2017

SCHEDULE A - LICENSE AND IMPOUNDMENT FEES

Application Fees

For a kennel permit	\$75.00
For a permit to keep restricted animals	\$200.00

License Fees (Annual) – and Related Changes

For each spayed female or neutered male dog	\$5.00
For each male dog	\$25.00
For each female dog	\$25.00
For each dog declared to be an aggressor animal	\$25.00
Replacement tag	\$3.00
Transfer of license	\$3.00
Kennel permit – annual fee	\$25.00

Live Traps

For each cat trap – deposit	no charge
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Penalties and impoundment Fees

For any dog, cat or any other domestic pet that was apprehended running at large or that was for any other reason, impounded by the animal control officer

➤ For first impoundment, flat fee:*	\$25.00
- For each day of impoundment, add	\$12.00
➤ For second impoundment, flat fee (if it occurs within 12 months of the first offense)	\$50.00
- For each day of impoundment, add	\$12.00

For voluntary impoundment:

➤ For each day of impoundment:	\$12.00
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Impoundment fees for Livestock: at cost

Impoundment fees for dangerous animals, quarantined animals and restricted animals: \$12.00

Impoundment and fine (see section 21.)

[NOTE TO DRAFT: Need to ensure that all fines, permit fees, license fees and pound fees that are set out in this Schedule A are referred to in the By-Law.]

SCHEDULE B
NOTICE OF IMPOUNDMENT
FOR MUNICIPALITY OF _____

Owner: _____
(Name and Address of Owner of animal)

Description of Animal: _____

Date of Apprehension: _____

Time of Apprehension: _____

Location Animal Apprehended: _____

Place of Impoundment: _____

Hours of Operation of Pound: _____

Phone No. of Pound: _____

Daily Pound Fee: _____

Impoundment Fee and/or Fine: _____

License Fee: _____

Method of Payment Required: _____

Day the animal will be sold or destroyed: _____

Date: _____

Animal Control Officer: _____

Signature: _____

SCHEDULE C

ANIMAL TRAP RENTAL AGREEMENT

Name _____ Date _____

Address _____

E-mail address _____

Home Phone Number _____ Cell Phone Number _____

I, the undersigned renter, agree to abide by the terms of the Animal Trap Rental, specifically:
That the loan is to be for a period no longer than **ten** working days from the date of this agreement.
That if the trap is lost/stolen/damaged beyond use, I agree to reimburse the municipality for its current retail value.
I will monitor the trap daily and contact the Municipality when the animal is trapped that morning or during the business day before 3 p.m. *I will not leave trap set and unattended when I am not home.*
I will place the trap in a protected area safe from harsh elements or danger.
I will not release any animal from the trap.
I agree not to lend the trap to any other persons or remove it from my property.
I understand and agree that any violation of this agreement by me will result in immediate removal of the trap by the Municipality.
I agree to allow Animal Control permission to enter my property to remove trapped animal(s) and the trap.

Deposit Fee _____ Paid _____ Returned _____

Renter _____ Date: _____

R.M. of Yellowhead _____ Date: _____

Trap Return Date: _____ R.M. of Yellowhead _____