

**TOWN OF WEMBLEY  
PROVINCE OF ALBERTA  
BY-LAW NO. 746  
Animal Control Bylaw**

**A Bylaw of the Town of Wembley in the Province of Alberta,  
to provide for the licensing, regulating, and control of Dogs, and to establish  
regulations for Dogs, Cats, and other Animals within the Municipality.**

**WHEREAS**, the Municipal Government Act, Section 7(a) and 7(h) and 8(a) Chapter M-26 of the Revised Statutes of Alberta 2000 and amendments thereto, provides that a Council may pass Bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, wild and domestic animals, and activities in relation to them, and the regulation, prohibition, and licensing thereof; and

**WHEREAS** the Municipal Government Act: R.S.A. 2000 Chapter M-26, authorizes a Municipality to pass a Bylaw regulating, licensing, and controlling Dogs, Cats, and other Animals.

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

**1. This Bylaw to be cited as “The Town of Wembley Animal Control Bylaw”.**

**2. DEFINITIONS**

2.1 In this Bylaw, including this section, unless contrary to any other Act, these definitions shall apply:

**“Abandon”** means for an Owner to intentionally release their Dog or Cat in the Town for a period longer than twenty-four (24) hours or refuse to claim their Dog or Cat from the Pound.

**“Altered”** means a Dog or Cat that has been spayed or neutered.

**“Animal”** shall mean any domestic animal or small household pet including exotic pets, but shall not include domestic or wild birds, wildlife, or Livestock.

**“Assistance Dog”** means any professionally trained Dog that works in partnership with a person to increase his or her independence, safety, or mobility.

**“Attack”** means an assault resulting in bleeding, bone breakage, sprains, abrasions, serious bruising, or multiple injuries.

**“Barking”** means howling, whining, whimpering, baying, or barking.

**“Bite”** means a wound to the skin causing an abrasion, bruising, puncture, or break.

**"Cat"** means either male or female of the feline family.

**"Cat License"** means a license application issued by the Town pursuant to Schedule "B" of this Bylaw.

**"Cat Tag"** means a numbered, metal, identification tag issued by the Town for a specific cat. It is intended to be worn on a collar or harness.

**"Chief Administrative Officer (CAO)"** means the person appointed by Council under the Chief Administrative Office Bylaw 708 of the Town of Wembley in the Province of Alberta, or that person's designate acting lawfully as CAO in any absence.

**"Controlled Confinement"** means when an order under Schedule "D" or Schedule "E" is issued by a Peace Officer to confine or seize a Dog in either the Regional Animal Pound or at any other location as specified in the order and confined in a pen, cage or building in a manner that will not allow the Dog to Bite or harm any person, Animal or Livestock.

**"Council"** means the Council of the Town of Wembley.

**"Dangerous Dog"** means a Dog of any age, including a Guard Dog that has:

- a. without provocation, chased, attacked, or bitten any person or other Animal,
- b. shown a propensity, disposition, or potential to attack or injure, without provocation, other Animals or humans,
- c. been made the subject of an Order under the *Dangerous Dog Act*, or
- d. threatened or created the reasonable apprehension of a threat to any person or other Animal.

**"Day"** means a continuous period of twenty-four (24) hours.

**"Disabled Person"** means a person who has any degree of disability except blindness or visual impairment and is dependent on a Service Dog or Assistance Dog.

**"Dog"** means any animal of the Canine family, male or female, , intact or Altered.

**"Dog License"** means a license application issued by the Town pursuant to Schedule "B" of this Bylaw.

**"Dog Tag"** means a numbered, metal, identification tag issued by the Town for a specific Dog. It is intended to be worn on a collar or harness.

**"Emotional Support Animal"** means an animal that provides emotional comfort to an individual. Emotional Support Animals are not considered to be Guide Dogs or Service Dogs..

**"Exotic Animal"** means any Snake or Reptile.

**"Feral Cat"** means a Cat, which in the opinion of a registered veterinarian, is wild in nature and shows no signs of domestication.

**"Guard Dog"** means a Dog that is trained and used for the prevention of unlawful entry of a business premise in any commercial or industrial area by unauthorized persons.

**"Guide Dog"** means a Dog trained as a guide Dog for a blind person and having the qualifications prescribed by the regulations.

**"Impound"** means the lodgment and care of an Animal at a designated Animal Shelter.

**"Leash"** means a line not exceeding two (2) meters in length capable of leading or restraining the Animal on which it is being used.

**"Livestock"** means alpacas, bison, cattle, donkeys, goats, horses, llamas, mules, sheep, swine, pigeons, chickens, turkeys, goose, fowl, or poultry of any kind unless such birds or poultry are part on any commercial undertaking which is established with the approval of Council.

**"Muzzle"** means a device of sufficient strength that when placed over a Dog's mouth it prevent the Dog from Biting.

**"Nuisance Animal"** means an Animal in respect of which there have been three (3) or more infractions under this Bylaw and as determined by the Peace Officer.

**"Off Leash Area"** means an area designated by Council, where Dogs, excepting Dangerous Dogs or Guard Dogs are permitted to be off leash, but always under the control of the Owner. The Off Leash Area will be designated with signage authorized by the CAO.

**"Owner"** means the Owner of an Animal and includes any person or group of people:

- a. named as Owner on a License application.
- b. in possession or control of an Animal; or
- c. in possession or control of the property where an Animal appears to reside, either temporarily or permanently.

**"Parks" or "Parkland"** includes playgrounds, picnic grounds, playfields, campgrounds, or any other public open space, including all bicycles, walking, or skiing trails within same.

**"Peace Officer"** means:

- a. a member of the Royal Canadian Mounted Police,
- b. a Peace Officer appointed under the *Peace Officer Act*,
- c. a person appointed as a Bylaw Enforcement Officer.

**"Permitted Property"** means a permitted use of land or of a building which is listed in the table of uses in the Land Use Bylaw 733.

**"Posted Area"** means an area posted by the Town with a sign that prohibits Dogs from being in that area.

**"Pound"** means the Regional Animal Pound established for the temporary holding of Impounded, captured, stray or other Dogs, Cats, and Animals.

**"Recreation Areas"** means any area within the Town that is owned, leased, or operated or managed by the Town and is intended for but not limited to the use of sporting events and only encompasses the area of the field intended for the activity.

**"At Large" or "Running at Large"** means a Dog, including Service, Guard, Emotional Support, Guide, or Assistance Dogs, or an Animal, which is off the premises of its Owner and not under the effective, immediate and continuous control of its Owner, with the exception of areas designated as Off-Leash Areas..

**"Service Dogs"** means a Dog trained as a guide for an individual with visible or non-visible disabilities and having the qualifications prescribed by the regulations.

**"Specified Penalty"** means the penalty specified in Schedule "A" which may be paid in response to a Municipal Tag or Violation Ticket, for an alleged offence of any section of this Bylaw.

**"Town"** means the corporate entity of the Town of Wembley.

**"Vicious Animal"** means any Animal, whatever its age, whether on public or private property who shows a propensity, disposition, or potential to Attack without provocation.

**"Vicious Dog License"** means a license issued by the Town for a Vicious Dog pursuant to Schedule "C" of this Bylaw.

**“Violation Ticket”** means a violation ticket as defined in the *Provincial Offences Procedure Act*.

**“Voluntary Payment”** means payment pursuant to Section 26 or 36 of the *Provincial Offences Procedure Act*.

**“Voluntary Penalty”** means a penalty specified in this Bylaw for a contravention of a provision of this Bylaw which amount may be paid by a person to whom a voluntary payment summons was issued.

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

Nothing in this Bylaw relieves a Person from complying with any provision of any federal or provincial law or regulation, other bylaw or any requirement of any lawful permit, order, or License.

## **2. DOG LICENSING**

- 2.1 A one-time Dog License is valid for the lifetime of the Animal, starting from date of purchase as per Schedule G.
- 2.2 No Owner shall keep or allow to be kept more than two (2) Dogs that have reached three (3) months of age in the Town on land that is 10 acres or less.
- 2.3 An Owner desiring to keep more than two (2) Dogs may apply in writing to the CAO to be considered for an exemption.
- 2.4 No Owner shall keep any Dog over the age of three (3) months within the Town unless such Dog is licensed in accordance with this Bylaw.
- 2.5 The Owner applying for a Dog License must be at least eighteen (18) years of age.
- 2.6 The Owner shall ensure that the Dog wears the current Dog Tag issued for that Dog. The Dog Tag must be securely attached to the Dog at all times.
- 2.7 A Dog License and a Dog Tag is specific to an individual Dog and may not be transferred to another Dog.
- 2.8 If a Dog Tag is lost, it is the responsibility of the Owner to notify the Town and obtain a new Dog Tag. The Owner must pay a replacement fee to the Town as per Schedule G .

- 2.9 No person shall provide false information on the Animal/Vicious Dog License Application Schedule “B” and Schedule “C”.
- 2.10 The Owner of a Dog shall ensure that the Dog does not upset any waste receptacle or scatter garbage on public or private property not belonging to the Owner of the Dog.

### **3. CAT LICENSING**

- 3.1 A one-time Cat License is valid for the lifetime of the Animal, starting from date of purchase as per Schedule G.
- 3.2 No Owner shall keep or allow to be kept more than two (2) Cats that have reached three (3) months of age.
- 3.3 An Owner desiring to keep more than two (2) Cats may apply in writing to the Town to be considered for an exemption.
- 3.4 No Owner shall keep any Cat over the age of three (3) months within the Town unless such Cat is licensed in accordance with this Bylaw.
- 3.5 The Owner shall ensure that the Cat wears the current Cat Tag issued for that Cat. The Cat Tag must be securely attached to the Cat at all times.
- 3.6 A Cat License and a Cat Tag is specific to an individual Cat and may not be transferred to another Cat.
- 3.7 If a Cat Tag is lost, it is the responsibility of the Owner to notify the Town and obtain a new Cat Tag. The Owner must pay a replacement fee to the Town as per Schedule G.
- 3.8 Cat Owners must ensure their cats:
  - a. have a Town license.
  - b. remain on the Owner’s property.
  - c. do not disturb the peace by howling or crying.
  - d. do not damage others’ property.
  - e. do not scatter garbage.

**4. EXCESSIVE BARKING**

- 4.1 The Owner shall ensure their Dog does not bark in a manner that is reasonably likely to annoy or disturb the peace or the quality of life for others.
- 4.2 When a Peace Officer is determining whether Barking is reasonably likely to annoy or disturb the peace or the quality of life for others, consideration may be given,, but is not limited, to:
  - a. proximity of the property where the Dog resides,
  - a. duration of the Barking,
  - b. time of day and day of the week,
  - c. nature and use of the surrounding area.

**5. DEFACATION/URINATION**

- 5.1 The Owner or any person having care or control of a Cat or Dog, shall forthwith remove any defecation left by it on public or private property other than that of the Owner.
- 5.2 The Owner or any other person having care or control of a Cat or Dog shall ensure that defecation left by it on the property of the Owner does not accumulate to such an extent that it is reasonably likely to annoy or pose a health risk to others.
- 5.3 The Owner or any other person having care or control of a Cat or Dog shall ensure that the Cat or Dog does not urinate on private property other than that of the Owner.

**6. RUNNING AT LARGE/OFF LIMIT AREAS**

- 6.1 No Owner shall permit a Dog to be At Large within the Town.
- 6.2 No Owner shall permit their Dog to be unattended or tied to any object when off the property of the Owner. Such Dog shall be deemed to be At Large.
- 6.3 When a Dog is within an Off-Leash Area, the Dog must be under the control and direction of the Owner, who shall carry with them a Leash not exceeding 2.0 metres in length.
- 6.4 No Owner shall permit any Dog to trespass on private property whether on or off a Leash.

- 6.5 An Owner shall not permit a Dog to be on any school property play area, Playground or Posted Area.
- 6.6 An Owner shall not allow a Dog to be on any Recreation Areas.
- 6.7 With the exception of Service or Guide Dogs, no Dog shall be permitted on or remain in any place as prohibited by posted signage.
- 6.8 Guide and Service Dogs shall be able to accompany a Disabled Person in all places where the public is normally allowed to go if:
  - a. the Owner maintains control over the Dog through voice, signal, physical restraint, or other effective controls,
  - b. the Dog is being treated as a working Dog, not a pet.

## 7. **MOTOR VEHICLES**

- 7.1 No Owner shall permit or allow any Dog to ride on the outside of a moving vehicle where the Dog is not secured in a manner that prevents the Dog from jumping or falling out.

## 8. **THREATENING BEHAVIOURS**

- 8.1 The Owner of a Dog shall ensure that such Dog shall not:
  - a. chase or Bite a person, Dog, Cat, Livestock, Animal, or any type of vehicle, including a bicycle, scooter, or other non-motorized form of transportation.
  - b. cause damage to property or Dogs, Cats, Livestock or Animals.
  - c. Attack or threaten a person, Dog, Cat, Livestock, or Animal.
  - d. cause death to a Dog, Cat, Livestock, Fowl or Animal.
- 8.2 A Peace Officer, who believes an offence has been committed under Section 8 of this Bylaw may order Controlled Confinement of the Dog.
- 8.3 An Owner shall follow all conditions as stipulated in the Controlled Confinement order.



- 8.4 An Owner shall not use or direct a Dog to Attack, chase, or threaten a person, Dog, Cat or Animal.

**9. NUISANCE ANIMALS**

- 9.1 The Peace Officer may declare an Animal to be a Nuisance Animal.
- 9.2 The declaration of an Animal as a Nuisance Animal shall be reviewed upon request of the Owner annually by a Peace Officer and may be removed.
- 9.3 A Nuisance Animal is declared when an Owner has been charged with three (3) or more offences under this Bylaw or has been declared a Vicious Animal as determined by the Peace Officer.
- 9.4 Only one (1) Nuisance or one (1) Vicious Animal will be permitted at any property within the Town.
- 9.5 The Owner of a Nuisance Animal shall, within ten (10) days after the Animal has been declared a Nuisance and prior to a License being issued:
- a. has a veterinarian tattoo or implant an electronic identification microchip in the Animal if the Animal has not had this done,
  - b. provide the information contained on the tattoo or in the microchip to the Peace Officer, and
  - c. have the Animal neutered or spayed, if the Animal is in an unaltered state, provided the Animal is of appropriate age as determined by a veterinarian licensed in the Province of Alberta.
- 9.6 The Owner of a Nuisance Animal shall:
- a. notify the Peace Officer within five (5) business days when the Animal is sold, gifted, or transferred; and
  - b. remain liable for the actions of the Nuisance Animal until formal notification of sale, gift or transfer is provided to the Peace Officer.

**10. VICIOUS DOGS**

- 10.1 If a Peace Officer determines that a Dog is a Vicious Dog, either through personal observation or, based on facts determined after an investigation initiated by a complaint, the Officer may declare the Dog to be a Vicious Dog and may:

- a. give the Owner a verbal and/or written order as seen in Schedule “F” that the Dog has been deemed to be a Vicious Dog, and
  - b. require the Owner to keep such Dog in accordance with the provisions of Section 11 of this Bylaw.
- 10.2 If a Peace Officer believes on reasonable and probable grounds that a Dog has Attacked or Bitten a person or other Animal, the Peace Officer may seize and Impound the Dog.
- 10.3 Upon receipt of a complaint or recommendation pursuant to Section 10.2, the Peace Officer may declare the Dog to be a Vicious Dog.
- 10.4 If the Peace Officer has declared a Dog to be a Vicious Dog, written notification of the declaration shall be provided to the Dog’s Owner.
- 10.5 A Person who receives a declaration pursuant to Section 10.4 may appeal the declaration by giving written notice of the appeal and the reasons therefore to the Town within ten (10) calendar days of receiving the declaration.
- 10.6 Upon receipt of a notice of appeal pursuant to Section 10.5, an appeal will be scheduled to be heard by Council within forty-two (42) days of the appeal being filed.
- 10.7 Council, upon hearing the evidence, may uphold the decision of the Peace Officer or allow the appeal, with or without conditions.
- 10.8 A Vicious Dog designation pursuant to this Bylaw continues to apply if the Dog is sold, given, or transferred to a new Owner.
- 10.9 The Vicious Dog designation may be rescinded if, following a review no sooner than twenty-four (24) months from the date of the designation, as requested by the Owner, the Peace Officer is satisfied the Dog no longer requires a Vicious Dog designation.

## **11. VICIOUS DOG REQUIREMENTS**

- 11.1 The Owner of a Vicious Dog shall within ten (10) days after the Dog has been declared a Vicious Dog obtain a Vicious Dog License from the Town. A one-time Vicious License is valid for the lifetime of the Animal, starting from date of purchase as per Schedule G.

- 11.2 The Owner of a Vicious Dog shall take all necessary steps to ensure that the Dog does not Bite, chase or Attack, any person whether the person is on public or private property or in a dwelling house.
- 11.3 The Owner of a Vicious Dog shall take all necessary steps to ensure that the Dog does not Bite, chase or Attack any Dog, Cat, or other Animal whether the Dog, Cat or Animal is on public or private property or in a dwelling house.
- 11.4 When a Vicious Dog is in the dwelling house of its Owner, it shall be restrained or kept confined in such a manner as to prevent the escape of the Dog and to secure the public from harm.
- 11.5 When a Vicious Dog is off the premises of the Owner, it shall be securely Muzzled, on a Leash and controlled by the Owner or a competent person, capable of always controlling the Dog.
- 11.6 The Owner of a Vicious Dog shall ensure that when the Dog is on the Owner's Property or on Permitted Property, the Dog is:
- a. confined indoors and under the control of a Person sixteen (16) years of age or older,
  - b. is in a locked pen or other structure when outdoors, constructed pursuant to Section 11.7 to prevent the escape of the Vicious Dog and to prevent the entry of any Person not in control of the Dog; or
  - c. securely Muzzled, and under the control of a person sixteen (16) years of age or older by means of a Leash.
- 11.7 The Owner of a Vicious Dog shall ensure that a locked pen or other structure to be used to secure the Vicious Dog when outdoors conforms to the following standards:
- a. have secure sides and a secure top, and if it has no bottom secured to the sides, the sides shall be embedded in the ground to a minimum depth of thirty (30) centimeters,
  - b. provide the Vicious Dog with shelter from the elements,
  - c. be of the minimum dimensions of one and one-half (1.5) metres by three (3) metres and be a minimum one and one-half (1.5) metres in height; and
  - d. be situated more than one (1) metre of any property line or more than five (5) metres of a neighbouring dwelling unit.

- 11.8 The Owner of a Vicious Dog shall, within ten (10) days of the date of the Vicious Dog declaration, display a sign on the Owner's property warning of the presence of the Vicious Dog in a form approved by the Peace Officer.
- 11.9 A sign shall be placed at each entrance to the Owner's property where the Vicious Dog is kept and on the locked pen or other structure in which the Vicious Dog is confined and shall be posted to be clearly visible and capable of being seen by any person accessing the property.
- 11.10 A Vicious Dog is not permitted in an Off-Leash Area.
- 11.11 The Owner of a Vicious Dog shall notify a Peace Officer immediately if the Dog is At Large.
- 11.12 When the Owner of a Vicious Dog produces a certificate annually indicating that the Dog has passed the Canine Good Neighbour Program, as administered by a qualified instructor through the Canadian Kennel Club, the Town may grant an exemption, in writing, from the Muzzling and secure pen requirements of this section.
- 11.13 The Owner of a Vicious Dog meeting the requirements of Section 11.12 shall produce upon demand of a Peace Officer satisfactory proof that the Vicious Dog has been granted exemption status. Failure to produce proof within twenty-four (24) hours is an offence.

## **12, CAT OR DOG IN HEAT**

- 12.1 Notwithstanding Section 12.2 an Owner of a Cat or Dog in heat shall, during the entire period that such Cat or Dog is in heat, keep such Cat or Dog confined and housed in the residence of the said Owner, or in a licensed Kennel.
- 12.2 Where a Cat or Dog in heat is confined and housed in the residence of its Owner, such Cat or Dog shall be permitted outside the said residence for the sole purpose of permitting such Cat or Dog to urinate or defecate on the property said Owner.

## **13. ANIMAL CONTROL OPERATION – AUTHORITY**

- 13.1 A Peace Officer may capture, trap, or Impound any Dog found At Large.
- 13.2 A Peace Officer may enter onto any land in pursuit of a Dog which is At Large.
- 13.3 A Peace Officer, in any case where the Owner of a Dog can be identified through the Town's records, may return the Dog to its Owner where practicable instead of taking the Dog to the Pound.

- 13.4 A Peace Officer may use any humane method to capture a Dog. Should the Dog be injured during capture or attempted capture, neither the Town nor the Peace Officer shall be held liable for such injury.
- 13.5 A Peace Officer may delegate his powers to any person for the purpose of assisting the Peace Officer in the capture of any Dog in contravention of this Bylaw.
- 13.6 A Peace Officer may seize any Dog that in the opinion of the Peace Officer poses a threat to the public. When the Dog is seized the Peace Officer may issue a Controlled Confinement order to the Owner of Dog as seen in Schedule “D” and Schedule “E”.

#### **14. OWNER IDENTIFICATION**

- 14.1 An Owner of any Dog found in violation of any provisions of this Bylaw shall, on demand, produce or provide forthwith suitable identification to the Peace Officer.
- 14.2 For the purpose of this Bylaw, suitable identification shall mean any document or documents, or verbal communication, verifying the name, date of birth, and current address of the Owner.

#### **15. OBSTRUCTION**

- 15.1 No person shall:
  - a. interfere with or attempt to obstruct a Peace Officer who is attempting to capture or has captured an Animal which is subject to being Impounded or seized pursuant to the provisions of this Bylaw.
  - b. induce an Animal to enter a house or other place where it may be safe from capture or otherwise assist an Animal to escape capture.
  - c. unlock, unlatch, or otherwise open the Peace Officer’s vehicle to allow or to attempt to allow any Animal to escape.
  - d. tamper with, unlock, unlatch, or otherwise open a kennel, humane live trap, or any other Animal control equipment.
  - e. fail, without lawful excuse, to follow any direction under this Bylaw given by a Peace Officer.

**16. NEGLIGENCE**

16.1 No person shall:

- a. untie, loosen, or otherwise free an Animal which has been tied or otherwise restrained, or
- b. negligently or willfully open a gate, door or other opening in a fence or enclosure in which a Dog has been confined thereby allowing a Dog to Run at Large within the Town.

**17. TRAPPING OF AN ANIMAL**

17.1 A person who has humanely trapped a Dog, Cat, or other Animal shall:

- a. take all reasonable precautions to keep any trapped Dog, Cat, or other Animal safe from harm, and
- b. notify and surrender a trapped Dog, Cat or other Animal to a Peace Officer, or where applicable transport the trap and Dog, Cat, or other Animal to the Regional Animal Pound for surrender.

**18. TORMENT**

18.1 No person shall tease, torment, annoy, or otherwise provoke a Dog, Cat, or other Animal.

**19. IMPOUNDMENT**

19.1 A Dog, Cat, or other Animal that is Impounded pursuant to this Bylaw may be taken to the Pound and held for a period of five (5) calendar days. Statutory Holidays shall not be included in the computation of the five (5) calendar days.

19.2 A Dog, Cat, or other Animal turned in to the Pound as a found or stray animal may be held for a period of five (5) calendar days. Statutory Holidays shall not be included in the computation of the five (5) calendar days.

- 19.3 A Dog, Cat, or other Animal that is impounded or otherwise turned in to the Pound shall be subject to a mandatory reclaim fee plus additional daily boarding costs as determined by the Pound.
- 19.4 At the end of the five (5) day Impoundment period, the Dog, Cat, or other Animal shall become the property of the Town unless the Owner complies with the following:
- a. fills out the required reclaim forms fully, and
  - b. pays the required reclaim fees, and
  - c. pays the required daily boarding cost fees.
- 19.5 If all legal requirements have not been met under this Bylaw, or other provincial or federal animal legislation, the Peace Officer will not be required to release the Dog, Cat, or other Animal to the Owner and may continue to Impound the Dog, Cat, or other Animal for such further period as the Peace Officer deems necessary.
- 19.6 A Dog that is under a Controlled Confinement order pursuant to this Bylaw may be released back to the Owner on conclusion of the Peace Officers investigation provided all the requirements of this Bylaw have been met.
- 19.7 Reclaim and daily boarding cost fees may not be charged for a Dog subject to a Controlled Confinement order.
- 19.8 If the Owner fails to reclaim a Dog that is under a Controlled Confinement order within ten (10) days of the commencement of the Controlled Confinement order, , or sooner under the direction of a Peace Officer, the Dog will revert to Impound status and the provisions of Section 19.1 will apply.

## **20. LIVESTOCK**

- 20.1 No person shall keep livestock within the Town boundaries without the approval of Town Council.

## **21. FINES AND PENALTIES**

- 21.1 Any person who contravenes the provisions of this Bylaw, or direction given by a Peace Officer pursuant to this Bylaw, is guilty of an offence and may be issued a Violation Ticket.

- 21.2 A person who is guilty of an offence pursuant to this Bylaw is liable upon summary conviction to a fine in an amount not less than one hundred dollars (\$100.00) and not exceeding ten thousand dollars (\$10,000.00).
- 21.3 A Provincial Court Judge, Commissioner or Justice, may in addition to the penalties provided in this Bylaw, direct or order the Owner of a Dog to prevent such Dog from doing mischief or causing a disturbance or a nuisance complained of or to have the Dog removed from the Town of Wembley or to have the Dog destroyed.
- 21.4 Providing no offence has reoccurred against an Owner within the previous twelve (12) months, an offence shall be considered a first offence unless it is in the public interest pursuant to Section 27 of the *Provincial Offences Procedure Act*.
- 21.5 The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount shown in Schedule "A".

## **22. INSURANCE REQUIREMENTS FOR VICIOUS DOGS**

- 22.1 An Owner of a Vicious Dog shall maintain in force a policy of general liability insurance in a form satisfactory to the Town providing third party liability coverage in a minimum amount of \$500,000.00.
- 22.2 The Owner shall notify the Town in writing should the policy expire or be cancelled or terminated. Upon cancellation, expiry, or termination of the liability policy the Vicious Dog License is null and void.

## **23. EXEMPTIONS**

- 23.1 This Bylaw does not apply to a Service Dog, Guide Dog, or Assistance Dog while it is in active service.
- 23.2 Assistance Dog, Guide Dog, and Service Dogs are exempt from Section 2 of this Bylaw.



**24. SEVERABILITY**

24.1 Each Section of this Bylaw shall be read and construed as being separate and severable from each other Section. Furthermore, should any Section or Part of this Bylaw be found to have been improperly enacted for any reason, then such Section or Part shall be regarded as being severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

**25. RESCIND BYLAW 700**

25.1 The Town of Wembley Bylaw 700 is hereby rescinded.

**26. ENACTMENT**

26.1 This Bylaw shall come into full force and effect on the date it is finally passed by Council.

**ATTACHMENTS:**

- Schedule “A” – Specified Penalties
- Schedule “B” – Animal License Application Form
- Schedule “C” – Vicious Dog License Application Form
- Schedule “D” – Controlled Confinement Order
- Schedule “E” – Home Controlled Confinement Order
- Schedule “F” – Vicious Dog Order
- Schedule “G” – Schedule of Licensing Fees

Read a first time this \_\_\_\_<sup>29<sup>th</sup></sup>\_\_\_\_ day of \_\_\_\_August\_\_\_\_, 2022.

Read a second time this \_\_\_\_29<sup>th</sup>\_\_\_\_ day of \_\_\_\_August\_\_\_\_, 2022.

Read a third and final time this \_\_\_\_29<sup>th</sup>\_\_\_\_ day of \_\_\_\_August\_\_\_\_, 2022.

(SIGNED)

\_\_\_\_\_  
Kelly Peterson, Mayor

(SIGNED)

\_\_\_\_\_  
Noreen Zhang, CAO

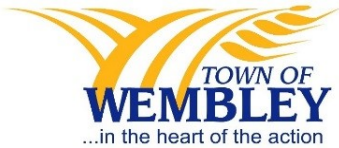
Bylaw 746  
Animal Control Bylaw

## Schedule “A” SPECIFIED PENALTIES

Section	Offence (Description)	Specified Penalty (\$)		
		1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence within 1 year	3 <sup>rd</sup> Offence within 1 year
2.4	Unlicensed dog	100.00	200.00	Court
2.6	Dog not wearing dog tag	100.00	200.00	Court
2.9	Provide false information on license application	200.00	300.00	Court
2.3	Keep more than 2 dogs on land 10 acres or less	200.00	300.00	Court
4.1	Dog barking disturbing the peace of any person	100.00	200.00	Court
5.1	Fail to remove defecation forthwith	100.00	200.00	Court
5.2	Fail to remove defecation from owner’s property	200.00	300.00	Court
6.1	Allow dog to run at large	100.00	300.00	Court
6.2	Unattended dog left tied while off the property of the owner	100.00	200.00	Court
7.1	Unsecured dog on the outside of a vehicle	100.00	200.00	Court
6.4	Allow dog to trespass on private property while on or off a leash	100.00	200.00	Court
6.5	Allow dog to be on any school property, playground, or other posted area	100.00	200.00	Court
6.6	Allow dog on recreation area	100.00	200.00	Court
2.10	Dog scatter garbage	200.00	300.00	Court
8.1 a.	Chase or bite a person, dog, cat, animal, or any vehicle	500.00	1,000.00	Court
8.1 b.	Cause damage to property, dog, cat or other animal	500.00	1,000.00	Court
8.1 c.	Dog attack or threaten	500.00	1,000.00	Court
8.1 d.	Dog cause death to dog, cat, fowl, or animal	500.00	1,000.00	Court
8.3	Owners fail to comply with controlled confinement order	500.00	1,000.00	Court
8.4	An owner shall not use or direct a dog to attack, chase, or threaten a person, dog, or animal	500.00	1,000.00	Court

...Continued Schedule "A" SPECIFIED PENALTIES

12.1	Fail to keep a female dog confined while in heat	100.00	200.00	Court
14.1	Fail to produce suitable identification	200.00	400.00	Court
15.1 a.	Interfere or obstruct a Peace Officer who is attempting to capture a dog	500.00	1,000.00	Court
15.1 b.	Induce the dog to enter a house or other place to avoid capture or to allow a dog to escape	500.00	1,000.00	Court
15.1 c.	Unlock or unlatch Peace Officer's vehicle	500.00	1,000.00	Court
15.1 d.	Tamper with, unlock, unlatch or otherwise open a kennel, humane live trap, or any other animal control equipment	500.00	1,000.00	Court
15.1 e.	Fail to comply with direction given by Peace Officer	500.00	1,000.00	Court
16.1 a.	Untie, loosen, or otherwise free a dog that has been tied/restrained	100.00	200.00	Court
16.1 b.	Open a gate, door or other opening in a fence or enclosure	100.00	200.00	Court
17.1 a.	Failure to keep trapped animal safe from harm	250.00	Court	Court
17.1 b.	Failure to notify or surrender a trapped dog, cat or other animal to a Peace Officer	250.00	500.00	Court
18.1	Tease/torment/annoy/provoke a dog	200.00	400.00	Court
11.1	Fail to obtain vicious dog license	500.00	1,000.00	Court
11.2	Vicious dog bite/chase/attack a person	1,500.00	Court	Court
11.3	Vicious dog bite/chase/attack a dog/cat/animal	500.00	1,000.00	Court
11.4	Fail to keep vicious dog confined in dwelling	500.00	1,000.00	Court
11.5	Fail to keep vicious dog confined when not in dwelling house	500.00	1,000.00	Court
11.5	Fail to keep a vicious dog muzzled or leashed properly	500.00	1,000.00	Court
11.11	Owner of a vicious dog shall notify the Peace Officer immediately if the dog is running at large	500.00	1,000.00	Court
	Section not specified- any other section to which a fine has not been specified	100.00		



### Schedule "B"

TAG #: _____
REPLACES
TAG #: _____
RECEIPT#: _____
_____

# ANIMAL LICENSE APPLICATION FORM

PLEASE NOTE THAT **ALL** FIELDS MUST BE COMPLETED

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Physical Address: (urban address or legal land description)  
\_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email (optional): \_\_\_\_\_

Name of Cat/Dog: \_\_\_\_\_

Breed of Cat/Dog: \_\_\_\_\_

Sex of Cat/Dog: \_\_\_\_\_ Neutered: Yes / No Spayed: Yes / No

Age of Cat/Dog: (weeks, months, or years) \_\_\_\_\_ Color of Cat/Dog: \_\_\_\_\_

Special Markings or Tattoos: \_\_\_\_\_

If applying for a Dog License, has the Dog ever been declared as a Vicious Dog in any other jurisdiction Yes  No

If **YES**, you will be required to obtain a Vicious Dog License (Schedule "C")

Cost: \$ \_\_\_\_\_

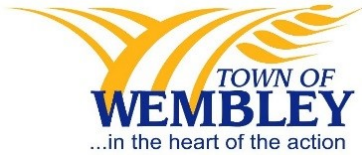
Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Name: \_\_\_\_\_ Title: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

*The personal information requested on this form is being collected due to the required provincial and municipal legislation, under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act and is protected by the FOIP Act.*



### Schedule "C"

TAG #: _____
REPLACES
TAG #: _____
RECEIPT#:
_____

# VICIOUS DOG LICENSE APPLICATION FORM

PLEASE NOTE THAT **ALL** FIELDS MUST BE COMPLETED

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Physical Address (urban address or legal land description):  
\_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email (optional): \_\_\_\_\_

Name of Dog: \_\_\_\_\_

Breed of Dog: \_\_\_\_\_

Sex of Dog: \_\_\_\_\_ Neutered: Yes / No Spayed: Yes / No

Age of Dog \_\_\_\_\_ Color of Dog: \_\_\_\_\_

Special Markings or Tattoos: \_\_\_\_\_

Cost: \$ \_\_\_\_\_

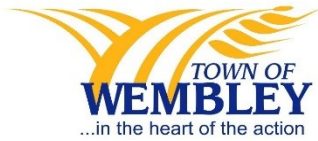
Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Name: \_\_\_\_\_ Staff Title: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

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### Schedule "D"

# CONTROLLED CONFINEMENT ORDER

Occurrence #: \_\_\_\_\_

Confinement Date: \_\_\_\_\_

Possible Release Date: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Place of Incident: \_\_\_\_\_

Date AHS Notified: \_\_\_\_\_

Previous History: Yes / No

Description of the Dog	
Name:	_____
Breed:	_____
Sex:	_____
Age:	_____
Colour:	_____
License #:	_____
Pound #:	_____

Owner Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Residence: \_\_\_\_\_ Secondary Number: \_\_\_\_\_

**Instructions for Confinement:**

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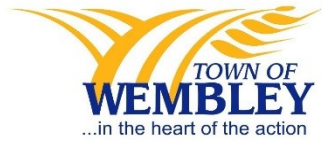
*Under the Town of Wembley Bylaw #746 Section 13.6 a Peace Officer may seize any Dog that in the opinion of the Peace Officer poses a threat to the public. The Dog may be released back to the Owner on conclusion of the Peace Officers investigation provided all the requirements of the Bylaw have been met.*

*The Owner will not be charged boarding or reclaim fees when the Dog is under the Controlled Confinement Order. If the Owner fails to reclaim a Dog on the expiry of the release date the Dog will revert to Impound status.*

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Officer Signature: \_\_\_\_\_

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### Schedule "E"

# HOME CONTROLLED CONFINEMENT ORDER

Occurrence #: \_\_\_\_\_

Confinement Date: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Place of Incident: \_\_\_\_\_

Date AHS Notified: \_\_\_\_\_

Previous History: Yes / No

Description of the Dog	
Name:	_____
Breed:	_____
Sex:	_____
Age:	_____
Colour:	_____
License #:	_____

Owner Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Residence: \_\_\_\_\_

Secondary Number: \_\_\_\_\_

Description of Incident:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Under the Town of Wembley Bylaw # 746 Section 13.6 a Peace Officer may serve a Controlled Confinement Order if the dog may pose a threat to the public. Under specific circumstances the Dog may have a Home Controlled Confinement. During the Peace Officer investigation where a Dog is confined such Dog shall be permitted on the property of the Owner for the sole purpose of urinating and defecating.*

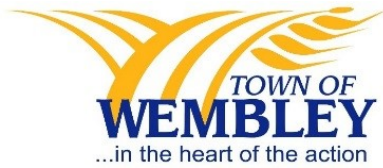
*A Dog subject to a Home Controlled Confinement Order shall be restrained or confined in the dwelling house of its Owner to prevent the escape of the Dog and to secure the public from harm. Any person who contravenes the provisions of this Order or direction given by a Peace Officer pursuant to the Bylaw, is guilty of an offence and may be issued a violation ticket.*

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

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Schedule "F"



VICIOUS DOG ORDER

Occurrence No.

(Date)

(Name)

(Address)

Attention:

RE: Vicious Dog

Name: \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Colour: \_\_\_\_\_

As a result of an incident that occurred on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ concerning your dog, you are hereby advised that your Dog is now declared a Vicious Dog as provided by the Town of Wembley Bylaw # 746. This Order is effective forthwith and requires you to comply with each requirement contained in Section 11 of the Bylaw.

YOU MUST COMPLY WITH THIS ORDER ON OR BEFORE \_\_\_\_\_

Please find attached a copy of the Town of Wembley Bylaw #746.

The fine for a Vicious Dog Running at Large is \$500.00 and a fine for a Vicious Dog that Bites, chases or Attacks an Animal is \$500.00. The fine for a Vicious Dog that Bites, chases, or Attacks a person is \$1500.00.

DATED at Wembley, Alberta this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

The personal information requested on this form is being collected due to the required provincial and municipal legislation, under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act and is protected by the FOIP Act.

Bylaw 746  
Animal Control Bylaw





**Schedule “G”**

**SPECIFIED OF LICENSING FEES**

Section	FEE (Description)	FEE (\$)
2.1	Altered Dog License	15.00
2.1	Intact Dog License	25.00
2.8	Replacement Dog Tag	5.00
3.1	Altered Cat License	5.00
3.1	Intact Cat License	10.00
3.8	Replacement Cat Tag	5.00
11.1	Vicious Dog License	250.00
11.1	Replacement Vicious Dog Tag	5.00