

TOWN OF TABER  
BYLAW NO. 2 – 2021

**BEING A BYLAW OF THE TOWN OF TABER, IN THE PROVINCE OF ALBERTA,  
FOR THE PURPOSE OF REGULATION AND KEEPING OF DOGS WITHIN THE  
TOWN OF TABER.**

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WHEREAS Section 7 of the *Municipal Government Act* (Alberta, R.S.A. 2000, Chapter M-26, and amendments thereto) permits a Council to pass bylaws to regulate and control Dogs within the municipality;

AND WHEREAS Council of the Town of Taber has deemed it advisable to pass a bylaw to regulate the registration and keeping of Dogs and to promote the concept of responsible pet ownership;

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

**1.0 NAME OF BYLAW**

This Bylaw may be cited as the "Dog Control Bylaw".

**2.0 DEFINITIONS**

In this Bylaw:

**Aggressive Dog**

means:

any Dog, regardless of age, whether on public or private land that has caused harm to a person; or

without Provocation, caused harm to a domestic animal while off the property of the Dog Owner; or

without Provocation, has chased a person or any other domestic animal; or

without Provocation, threatened or created the reasonable apprehension of a threat to a person or to any other domestic animal; or

without Provocation, damaged or destroyed any public or private property; or

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represented a continuing threat of harm to persons or animals.

**Aggressive Dog Committee**

means a group of designated persons charged with arbitrating Aggressive Dog appeals.

**Animal Control Facility**

means an approved facility established for the holding of impounded animals as set out in this bylaw.

**Altered**

means spayed, neutered, or otherwise incapable of reproduction as certified by a qualified professional.

**Assistance Dogs**

means highly trained professional Dogs that work in partnership with disabled persons to increase independence, safety, and mobility of the human partner. These include guide, hearing, and service Dogs.

**Community Standards Unit**

means, for the purpose of this Bylaw, the appointed Police Officer and/or the Bylaw Enforcement Officers assigned by the Taber Police Service to enforce Town of Taber bylaws and Provincial statutes.

**Bylaw Enforcement Officer**

means a person appointed by the Town pursuant to the provisions of Section 555 of the *Municipal Government Act*, R.S.A. (2000), Chapter M-26, and includes a Peace Officer.

**Chief Administrative Officer (C.A.O.)**

means a person appointed to carry out administrative duties for the Town of Taber pursuant to Section 205 (2) of the *Municipal Government Act*, Chapter M-26 (R.S.A. 2000).

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<b>Dog</b>	means a domesticated animal that belongs to the Canine family.
<b>Dog Fanciers License</b>	means a Dog license issued annually to an Owner permitting the keeping or harboring, on land or premises occupied by the Owner, of up to four (4) Dogs over the age of six (6) months.
<b>Humane Purposes</b>	means characterizing a decision based on compassion and sympathy and acting in a manner that causes the least harm to a dog.
<b>Leash</b>	means a chain, rope, or other material capable of restraining a Dog.
<b>Marked for Identification</b>	means the placement of a traceable microchip or discernable tattoo upon a Dog.
<b>Owner</b>	means any person who owns a Dog, or has charge, care, custody, or control of, or has a right to control a Dog, whether they reside in the Town of Taber or not, except a veterinarian caring for a Dog in the regular practice of veterinary medicine.
<b>Parkland</b>	means all recreational land areas owned or controlled by the Town found within the Town limits.
<b>Peace Officer</b>	means a Police Officer defined under the <i>Police Act</i> Chapter P-17 R.S.A. 2000, or a Community Peace Officer defined under the <i>Peace Officer Act</i> Chapter P-3.5., and includes a Bylaw Enforcement Officer.
<b>Provincial Court</b>	means the Provincial Court of Alberta.

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<b>Resident Dog Owner</b>	means a person who normally resides in the Town of Taber and has regular care, custody, control, or charge of a Dog, and is required to license their dogs pursuant to Section 11 of this Bylaw.
<b>Restrained</b>	means to hold back or keep in check.
<b>Running At Large</b>	means a Dog which is not under control of a person by means of a Leash, and is actually upon property other than the property in respect of which the Owner of the Dog has the right of occupation, or upon any highway, thoroughfare, street, road, trail, avenue, parkway, lane, alley, square, bridge, causeway, trestle, sidewalk (including the boulevard portion of the sidewalk), park, or other place.
<b>Tag</b>	means a device as approved by the C.A.O., and issued by the Bylaw Enforcement Officer, or designate, showing that a license fee has been paid for the Dog.
<b>Ticket</b>	means any ticket which is authorized by the <i>Municipal Government Act</i> , R.S.A. (2000), Chapter M-26, or under the <i>Provincial Offences Procedure Act</i> , R.S.A. (2000), Chapter P-34, issued for any bylaw offence in which a penalty may be paid out of court in lieu of appearing to answer a summons.
<b>Town</b>	means the Town of Taber.
<b>Unsuitable Pet Owner</b>	means a person who appears to be impaired, abusive, or unable to provide the proper care and sustenance to an animal.

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**Without Provocation**

means in the absence of teasing, tormenting, abusing or assaulting actions upon a dog, or its owner, by the person or domestic animal, who sustained the bite or attack.

**3.0 OWNER RESPONSIBILITIES**

3.1 The Owner of a Dog shall ensure that such Dog will **not**:

- 3.1.1 run at large;
- 3.1.2 bite any person;
- 3.1.3 do any other act that injures a person;
- 3.1.4 chase or otherwise threaten a person whether on the property of the Owner or not, unless the person chased or threatened is an intruder on the property without lawful purpose;
- 3.1.5 bite or chase other animals, livestock, bicycles, automobiles, wildlife, or any other vehicles;
- 3.1.6 bark and / or howl excessively or unnecessarily, or otherwise creates a disturbance;
- 3.1.7 cause damage to property or other animals;
- 3.1.8 upset waste receptacles, scattering the contents onto any street, lane, or public or private property not belonging to the Owner of the Dog;
- 3.1.9 be neglected. This includes, but is not limited to, providing adequate food, water, shelter, veterinary care, and attention.

**4.0 ANIMAL IN OPEN VEHICLE**

4.1 The Owner of a Dog must ensure that, while the Dog is in or on the back of a moving vehicle:

- 4.1.1 the Dog is secured to ensure the Dog is unable to fall out or leave the vehicle; and

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- 4.1.2 the Dog is secured, so the dog is unable to reach any of the sides or rear of the vehicle to prevent the Dog from disturbing people adjacent to, or near the vehicle.

**5.0 ANIMAL IN CLOSED VEHICLE**

- 5.1 Any person leaving a Dog unattended in a motor vehicle must ensure suitable ventilation and water is provided for the Dog.

**6.0 OFF LEASH AREAS**

- 6.1 The Town may designate areas where licensed or unlicensed Dogs are permitted to run when off leash. The Town may also designate and post signs in areas where organized and controlled canine events may be held.
- 6.2 The Owner of a dog in an Off Leash Area shall ensure that such dog is under control at all times.
- 6.3 A Peace Officer may order that a dog be put on a Leash, or order that a dog be removed from an Off Leash Area.
- 6.4 No person shall allow an Animal other than a dog to enter into or remain in an area that has been designated by the Town as an Off Leash area.
- 6.5 Nothing in this Section relieves a person from complying with any other provisions of this Bylaw.

**7.0 DOG FIGHTING**

- 7.1 It is an offence to stage a Dog fighting exhibition or to train and keep Dogs for the purposes of staging a Dog fighting exhibition.

**8.0 ANIMAL DEFECATION**

- 8.1 Any Owner whose Dog defecates on any public or private property other than the property of its Owner shall remove forthwith any feces deposited.
- 8.2 A registered Owner and/or tenant shall not allow the accumulation of Dog feces on their property to become a nuisance or danger to public health, or that might hinder the prevention or suppression of disease.

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8.3 A blind Owner of a registered guide Dog, or a blind person being assisted by a registered guide Dog, is not subject to Section 8.1 of this bylaw.

**9.0 DOG IN HEAT**

9.1 Every Owner of a female Dog shall confine it for the duration of time the Dog is in heat.

**10.0 AGGRESSIVE DOG**

10.1 A Peace Officer may declare a Dog to be an Aggressive Dog. In making this determination, a Peace Officer must consider if the Dog was provoked, the age of the Dog, and any other factors that may mitigate defining the Dog as aggressive. As soon as practicable, after declaring a Dog to be an Aggressive Dog, the Peace Officer shall deliver, if the Dog Owner can be reasonably located, an Aggressive Dog Notice to the Owner of the Dog. The Aggressive Dog Notice shall contain conditions, pursuant to Section 10.9 of this Bylaw, and shall be followed by the Dog Owner without delay, pending an appeal, by the Dog Owner. Nothing in this Bylaw prevents a Peace Officer from exercising their discretion under the *Dangerous Dogs Act* of the Province of Alberta, as may be amended from time to time.

10.1.1 In exigent circumstances, a peace officer may destroy an aggressive dog when there are reasonable grounds to believe that the actions of the dog require lethal intervention to prevent imminent harm to any person or property, whether privately owned or not. No action may be taken against the peace officer from the Owner of the Dog unless it can be demonstrated that the peace officer acted in bad faith or maliciously.

10.2 A Dog that has been declared to be an Aggressive Dog, may be seized and impounded until a Peace Officer or a Bylaw Enforcement Officer deems that the Dog may be returned to the Owner with or without conditions, or until the Aggressive Dog Committee instructs that the Dog shall be returned to its Owner with or without conditions.

10.3 The Owner of a Dog who receives a notice under Section 10.1 may object to the determination that the Dog is an Aggressive Dog by delivering a written notice of objection to the Taber Police Service located at: 5700 – 50 Avenue Taber, Alberta T1G 2H7 **within 7 calendar days from the date of receipt of notice in which the Dog was declared aggressive.** The notice shall be accompanied by a deposit of two hundred dollars (\$200.00) that will be returned to the

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Owner if an appeal is successful in reversing the declaration that the Dog is an Aggressive Dog. The appeal will not be heard if it is not accompanied by the deposit, however, the Aggressive Dog Committee may waive the appeal fee if undue hardship is presented by the Owner of the Dog.

- 10.4 The Aggressive Dog Committee shall be composed of three (3) persons designated by the Town of Taber. The Aggressive Dog Committee may consult with veterinarians, or dog behavior specialists to assist with their deliberations. The Aggressive Dog Committee shall include:
  - 10.4.1 the President of the Lost Paws Society, or designates
  - 10.4.2 the Taber Chief of Police, or designates
  - 10.4.3 an elected Town Official.
- 10.5 The Aggressive Dog Committee shall convene to hear an Aggressive Dog appeal within 14 calendar days of receiving a valid objection in writing.
- 10.6 The Aggressive Dog Committee shall tender a decision regarding an Aggressive Dog appeal within 14 calendar days of convening.
- 10.7 The Aggressive Dog Committee may do any, some, or all, of the following after hearing the objection:
  - 10.7.1 vary the Aggressive Dog conditions imposed by the Peace Officer;
  - 10.7.2 Uphold the Peace Officers order in respect to the Dog;
  - 10.7.3 declare the Dog not to be an Aggressive Dog and release the Dog back to the Owner without conditions.
- 10.8 Should the Aggressive Dog Committee return the Dog to the Owner with conditions attached, the Dog shall continue to be classified as an Aggressive Dog, and the Owner shall be required to obtain an Aggressive Dog license and comply with the provisions set forth under this Bylaw.
- 10.9 A Peace Officer, and/or the Aggressive Dog Committee may place any or all, but not limited to, the following conditions on the Owner of a Dog whose dog has been declared to be an Aggressive Dog. The Owner shall;



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- 10.9.1 be over the age of eighteen (18) years;
- 10.9.2 require that the dog be confined indoors and under the control of the Owner, or when on the owner's property, controlled by the owner on a leash no greater than 1 meter in length.
- 10.9.3 require that when the dog is outdoors on the Owners property, it is secured in an approved lockable pen, dog run, or other structure constructed to prevent the escape of the aggressive dog, and capable of preventing entry by any person not in control of the dog;
- 10.9.4 require that the dog undergo mandatory alteration;
- 10.9.5 require that the dog be muzzled at all times when off the Owner's property;
- 10.9.6 require that at all times when off the property of the Owner, the dog be harnessed or leashed on a lead not exceeding one meter in length, in a manner that prevents it from chasing, injuring, or biting any human or domestic animal as well as preventing damage to property either public or private;
- 10.9.7 ensure the dog is under the control of someone who is over the age of 18 years of age;
- 10.9.8 obtain an Aggressive Dog license within seven (7) business days after the Dog has been declared aggressive by the Dangerous Dog Committee or seven (7) business days after the date of appeal has expired, regardless of age;
- 10.9.9 notify the Taber Police Service should the Dog be sold, gifted, die, or be transferred to another person;
- 10.9.10 remain liable for the actions of the Dog until formal notification of sale, gifting, or transfer is given to the Taber Police Service;
- 10.9.11 immediately notify the Taber Police Service if the Dog is Running At Large;
- 10.9.12 within five (5) business days after the Dog has been declared aggressive, have a licensed veterinarian tattoo or implant an electronic identification microchip in the animal

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and provide a copy of the information contained therein to the Taber Police Service prior to a license being issued.

10.9.13 An Owner shall maintain a policy of liability insurance in a form satisfactory to the Taber Police Service providing third party liability coverage in the minimum amount of one million dollars (\$1,000,000.00) for injuries or damage caused by the Owner of an Aggressive Dog;

10.9.14 provide to the Taber Police Service proof that the applicable liability policy is in place before an Aggressive Dog license may be obtained.

10.10 Upon cancellation, expiry, or termination of the liability policy, the Aggressive Dog license is null and void.

## **11.0 LICENSING**

11.1 A Resident Dog Owner is required, subject to this Bylaw, to license their Dogs. The Resident Dog Owner of a Dog shall apply to the Town of Taber or its delegate for a lifetime license for such Dog and shall pay a fee as set out in Schedule "D" of this Bylaw. On payment of the license fee, the Town of Taber, or its delegate, shall issue a Tag with respect to that Dog.

For the purposes of this Bylaw, a Dog license purchased in 2021 is considered grandfathered. A lifetime license is required for newly acquired or owned Dogs, or for unlicensed Dogs from the date of enactment of this Bylaw forward.

11.1.1 Upon licensing a Dog, a Resident Dog Owner must provide a description of the dog including breed, name, color, gender, age and if the dog is altered or unaltered, for the purpose of identifying the Dog to the license.

11.2 The Resident Dog Owner of every Dog shall obtain a license for such Dog, the first day on which the license office is open for business after they become the Owner of the Dog, or the Dog has attained the age of six (6) months.

11.3 A Resident Dog Owner shall ensure that any Tag issued by the Town as evidence of a Dog license is attached to a collar worn by the Dog at all times including whenever the Dog is on the premises ordinarily occupied by the Owner.

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- 11.4 The fees payable for a license are set out in Schedule "D" of this Bylaw. The fees are payable at the time of application and are non-refundable, or transferable.
- 11.5 The Town shall not issue any license for a Dog alleged to be Altered, Marked for Identification, or both without proof in a form satisfactory to the Town that the Dog has been so Altered or Marked for Identification.
- 11.6 Every license expires upon the death of the Dog or when Ownership of the Dog transfers to another person.
- 11.7 In case a Tag is lost or destroyed, a replacement Tag may be issued by the Town of Taber or its delegate upon presentation by the Resident Dog Owner of a receipt showing payment of the license fee for the current Dog, and upon payment of a fee of a replacement Tag as found in Schedule "D".
- 11.8 Tags are not transferable from one Dog to another, and no refund shall be made on any subsisting Dog license fee because of death, loss, or sale of the Dog, or upon the Owners leaving the Town.
- 11.9 In any prosecution or proceeding for a contravention of Bylaw, the burden of proof relating to the age of the Dog shall be upon the Owner, and unless the contrary is proven, the Dog shall be presumed to have attained the age of six (6) months.
- 11.10 The full amount of the license fee shall be payable for any Dog older than six (6) months of age.
- 11.11 The maximum number of Dogs in a single family-dwelling or household shall be restricted to two (2) Dogs over the age of six (6) months except in the case where an Owner is in possession of an authorized Dog Fanciers License.

**12.0 DOG FANCIERS LICENSE**

- 12.1 Any person requesting a Dog Fanciers License shall submit an application to the Town of Taber, or its designate.
  - 12.1.1 All applications shall disclose:
    - 12.1.1.1 location for license;
    - 12.1.1.2 purpose;
    - 12.1.1.3 breed and sex of Dogs;

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- 12.1.1.4 type of facilities;
- 12.1.1.5 consent of adjacent landowners.
- 12.1.2 A Peace Officer shall not issue a Dog Fanciers License without first inspecting the proposed location.
- 12.1.3 A Peace Officer shall not issue a Dog Fanciers License if, in their opinion, the site or conditions are unsuitable.
- 12.1.4 Any person may appeal the decision of the Peace Officer to the C.A.O. provided such appeal is submitted in writing within fourteen (14) days of the date of the Peace Officer's decision.
- 12.1.5 Any approved Dog Fanciers License shall be issued upon payment of the fee specified in Schedule "A" of this bylaw. Each Dog owned under a Dog Fanciers License shall be licensed.
- 12.1.6 The C.A.O. may remove the Dog Fanciers License upon receipt of bona fide complaints from two (2) or more neighbors residing within sixty (60) meters of the residence of the license.

**13.0 ANIMAL CAPTURE**

- 13.1 A Bylaw Enforcement Officer or Peace Officer may capture and impound any Dog which is:
  - 13.1.1 actually or apparently over the age of six (6) months and for which no current license has been issued pursuant to the provisions of this Bylaw;
  - 13.1.2 Running At Large;
  - 13.1.3 named or described or otherwise designated in a complaint made pursuant to the *Dangerous Dogs Act*;
  - 13.1.4 named or described or otherwise designated in a complaint alleging the Dog to be aggressive or neglected;
  - 13.1.5 chasing, worrying or annoying any wildlife, livestock or domestic animal on property other than that belonging to the Owner of the Dog;

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- 13.1.6 a public nuisance, including but not limited to barking, howling excessively or unnecessarily, or otherwise creating a disturbance whether the Dog is on the property of the Owner or not;
- 13.1.7 is required to be impounded pursuant to the provisions of any Statute of Canada or of the Province of Alberta or any regulation made thereunder.

**14.0 ENTRY ONTO PROPERTY**

- 14.1 In the enforcement of this bylaw a Peace Officer or Bylaw Enforcement Officer may enter onto the property to carry out the inspection, remedy, enforcement or action on any privately owned land at any reasonable time, provided, however, that in this Section the word "premises" does not include a building used as a dwelling house and provided the provisions of Section 542 of the Municipal Government Act, R.S.A. (2000) Chapter M-26 are complied with.

**15.0 OBSTRUCTION**

- 15.1 No person shall:
  - 15.1.1 interfere with or attempt to obstruct a Peace Officer or Bylaw Enforcement Officer who is attempting to capture, or who has captured any Dog in accordance with the provisions of this Bylaw;
  - 15.1.2 induce any Dog to enter a house or other place where it may be safe from capture, or otherwise assist the Dog to escape capture;
  - 15.1.3 falsely represent himself as being in charge or control of a Dog so as to establish that the Dog is restrained as the term is defined by this Bylaw;
  - 15.1.4 unlock or unlatch or otherwise open any vehicle in which Dogs captured for impoundment have been placed so as to allow or attempt to allow any Dog or Dogs to escape;
  - 15.1.5 remove or attempt to remove any Dog from the possession of the Bylaw Enforcement Officer or Peace Officer;
  - 15.1.6 untie, loosen or otherwise free a Dog which has been tied or otherwise restrained;

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- 15.1.7 negligently or willfully open a gate, door or other opening in a fence or enclosure in which a Dog has been confined and thereby allow a Dog to run at large in the Town.

**16.0 NOTICE OF IMPOUNDMENT**

- 16.1 If a Bylaw Enforcement Officer, or a Peace Officer, knows or can ascertain the name of the Owner of any impounded Dog they may serve the Owner with a copy of the Notice in Schedule "C" of this Bylaw, either: personally; by posting it in a conspicuous place at the Owner's residence; or by mailing it to the last known address of the Owner.
- 16.2 An Owner of a Dog to whom a Notice is mailed pursuant to Section 17.1 is deemed to have received a Notice within seventy-two (72) hours from the time it is mailed.

**17.0 RECLAIMING ANIMALS**

- 17.1 The Owner of any impounded Dog or Aggressive Dog that is being released with conditions may reclaim the Dog or Aggressive Dog from the Animal Control Facility during regular business hours by paying the costs of impoundment as set out in Schedule "B" of this Bylaw, and by obtaining the license for such Dog or Aggressive Dog should a license be required under this Bylaw.
- 17.2 Where a Dog is claimed, the Owner shall provide proof of ownership of the Dog.
- 17.3 The Owner of a Dog who has been found not guilty after trial of committing an offence under this Bylaw may request the return of any fees paid by him or her for reclaiming his or her Dog.

**18.0 ADOPTION REFUSAL**

- 18.1 The Taber Police Service Community Standards Unit shall have the final authority to refuse the adoption of any Dog, housed at the Animal Control Facility, to a person deemed to be an Unsuitable Pet Owner.

**19.0 ANIMAL IMPOUNDMENT**

- 19.1 A Peace Officer shall not transfer or sell an impounded Dog until a Dog is retained in the Animal Control Facility for five (5) business days. Notwithstanding Section 20.1 the Bylaw Enforcement Officer may;

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- 19.1.1 retain the Dog for a longer period; or
  - 19.1.2 euthanize a Dog only if Humane Purposes warrant.
- 19.2 A Peace Officer may turn over a Dog to a shelter that offers a program for all unclaimed Dogs which have been in the Animal Control Facility.
- 19.2.1 If a sheltering partnership or program is not in place, impounded Dogs may be sold by the Bylaw Enforcement Officer to any adult resident person of the Town of Taber after a license has first been purchased for the Dog.
  - 19.2.2 If the Dog is unaltered, the new Owner shall make a deposit to the Town in the sum of \$100.00 (one hundred dollars). This deposit shall be returned to the new Owner when it is proven the Dog has been altered. This deposit is forfeited to the Town after a period of one year from the date of Ownership if proof is not demonstrated.
  - 19.2.3 If a sheltering partnership or program is not in place, impounded Dogs may be sold by the Bylaw Enforcement Officer to any adult non-resident of the Town when they have provided a Declaration that they are not a resident of the Town and that the Dog shall be kept outside the Town as provided in Schedule "E".
- 19.3 A Peace Officer may, before selling an unclaimed Dog, require that the Dog be spayed or neutered.
- 19.4 The purchaser of a Dog from the Animal Control Facility pursuant to the provisions of this Section shall obtain full right and title to it and the right and title of the former Owner of the Dog shall cease.
- 19.5 When a Peace Officer agrees to euthanize under Section 19.1.2, the Dog the Owner may be liable to pay to the Town of Taber a fee as set out in Schedule "B" of this Bylaw.
- 19.6 All Impound and care fees associated to the Bylaw must be paid prior to the release of a Dog from the Animal Control Facility. Fees shall not be invoiced without permission of the Inspector of the Taber Police Service.

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**20.0 COMMUNICABLE DISEASE**

- 20.1 The Owner of a Dog which is suffering from any communicable disease shall not permit the Dog to be in any public place, and shall not keep the Dog in contact with or in proximity of any other Dog that is free of such disease.
- 20.2 Any person who owns or who harbors, maintains or keeps a Dog which they know or has reason to know is or may be suffering from rabies, or which they know or believes has been exposed to rabies;
- 20.2.1 shall endeavor to keep the Dog locked or tied up;
- 20.2.2 shall not permit another Dog to come in contact with it;
- 20.2.3 shall immediately report the matter to the medical officer of health of the Chinook Health Region, the Federal District Veterinarian, and the Community Standards Unit.

**21.0 RESTRICTED AREA FOR ANIMALS**

- 21.1 No Dog, except for certified Assistance Dogs, shall be permitted in the following areas without permission in writing by letter, from the CAO or their designate:
- 21.1.1 a cemetery;
- 21.1.2 a school ground;
- 21.1.3 within 100 feet of playground equipment on Parkland, except on sidewalks or paths;
- 21.1.4 Town owned buildings;
- 21.1.5 any other area designated by the Town.

**22.0 TICKETS**

- 22.1 Where any Bylaw Enforcement Officer or Peace Officer believes that any persons has committed a breach of any provision of this Bylaw they may serve upon such persons a bylaw ticket or they may commence proceedings in accordance with the *Provincial Offences Procedure Act*, R.S.A. 2000, Chapter P-34.



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- 22.2 A notice or ticket shall be deemed to have been sufficiently served
- 22.2.1 if served personally on the accused; or
  - 22.2.2 if served by regular mail; or
  - 22.2.3 if left at the accused usual place of residence with a person who appears to be at least eighteen (18) years of age; or
  - 22.2.4 where the accused is an association, partnership, corporation or registered kennel, if served by regular mail or if left with a person who appears to be at least eighteen (18) years of age and who is an employee or officer of the association, partnership, corporation or registered kennel.
- 22.3 Upon production of any such notice or ticket within twenty-one (21) days from the date of service of such notice, together with the payment of the sum specified in Schedule "A", to a person authorized by the Town of Taber to receive such payment, an official receipt for such payment shall be issued, and subject to the provisions of this Section, such payment shall be accepted in lieu of prosecution.
- 22.4 If the person upon whom any such notice or ticket is served fails to pay the said sum within the time allotted, the provisions of this Section shall no longer apply.
- 22.5 Nothing in this Section shall:
- 22.5.1 prevent any person from exercising his right to defend any charge of committing a breach of this Bylaw.
  - 22.5.2 prevent any persons from laying an Information and/or complaint against any other persons for committing a breach of any of the provisions of this Bylaw.
  - 22.5.3 prevent any Bylaw Enforcement Officer or Peace Officer from laying an Information and/or complaint against any other person or Owner for an alleged breach of the Bylaw whether or not such other person or Owner has made a payment under this Bylaw.

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**23.0 SPECIFIED PENALTIES**

- 23.1 Where a Peace Officer or Bylaw Enforcement Officer believes that a person has contravened any provisions of this Bylaw, they may commence proceedings by issuing a violation ticket in accordance with the Provincial Offences Procedure Act, R.S.A. 2000, Chapter P-34.
- 23.2 The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount shown in Schedule "A" of this Bylaw in respect of that provision.
- 23.3 Notwithstanding Section 24.2,
- 23.3.1 where any person contravenes the same provision of this Bylaw twice within one twelve-month period, the specified penalty payable in respect of the second contravention is double the amount shown in Schedule "A" of this Bylaw in respect of that provision; and,
- 23.3.2 where any person contravenes the same provision of this Bylaw three or more times within one twelve-month period, the specified penalty payable in respect of the third or subsequent contravention is triple the amount shown in Schedule "A" of this Bylaw in respect of that provision.
- 23.4 The levying and payment of any fine or imprisonment for any period providing in this Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which they are liable under the provisions of this Bylaw.

**24.0 SUMMARY CONVICTION**

- 24.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine of not more than five thousand dollars (\$5,000.00) and in default of payment is liable to imprisonment for a term not exceeding six (6) months.
- 24.2 The minimum fines on summary conviction in respect to a contravention of this Bylaw with respect to Aggressive Dogs shall be the same amounts as shown in Schedule "A".
- 24.3 The levying and payment of any fine or the imprisonment for any period provided in this Bylaw shall not relieve a person from the necessity of paying any fees, charges, or costs from which they are liable under the provisions of this Bylaw.

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**25.0 INTENTION OF TOWN COUNCIL**

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

**26.0 RESCINDED OR AMENDED BYLAWS**

Bylaw No. Bylaw 3-2008 is hereby repealed in its entirety.

**27.0 EFFECTIVE DATE**


This Bylaw shall take effect on the day of the final passing and the signatures of the chief elected official and duly authorized designated officer thereof.


RES. 276/2021 Read a first time this 14<sup>th</sup> day of June, 2021.

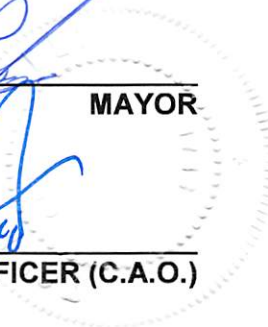
RES. 545/2021 Read a second time this 20<sup>th</sup> day of December, 2021.

RES. 546/2021 Read a third time and finally passed this 20<sup>th</sup> day of December, 2021.

**TOWN OF TABER**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER (C.A.O.)**



TOWN OF TABER  
BYLAW NO. 2 – 2021

**Schedule "A"**

SPECIFIED PENALTIES

<u>Section</u>	<u>Violation</u>	<u>Penalty</u>
3.1.1	Dog Running At Large	\$100.00
3.1.2	Dog bites a person	\$500.00
3.1.3	Dog injures a person	\$500.00
3.1.4	Dog chases a person	\$250.00
3.1.5	Dog bites, barks at or chases other animals, bicycles, automobiles, wildlife	\$250.00
3.1.6	Dog barks, howls excessively or unnecessarily or otherwise creates a disturbance	\$150.00
3.1.7	Dog causes damage to property or other animals	\$100.00
3.1.8	Dog upsets waste receptacles	\$100.00
3.1.9	Neglect of Dog	\$250.00
4.1	Failure to secure dog in vehicle, prevent falling out	\$100.00
4.12	Failure to secure Dog to prevent disturbing people adjacent or near vehicle	\$100.00
5.1	Dogs left without ventilation	\$250.00
6.2	Dog Owner fail to maintain control in off leash area	\$100.00
6.3	Fail to leash Dog in off leash area as ordered by Peace Officer	\$100.00
6.4	Allow animal other than Dog in off leash area	\$100.00
7.1	Dog fighting	\$1000.00
8.1	Dog defecation	\$100.00
8.2	Allow accumulation of Dog feces	\$200.00
9.1	Dog in heat off property	\$50.00
10.9.1	Owner of Aggressive Dog under 18 years of age	\$100.00

TOWN OF TABER  
BYLAW NO. 2 – 2021

**Schedule "A"**

<b><u>Section</u></b>	<b><u>Violation</u></b>	<b><u>Penalty</u></b>
10.9.2	Failure to confine Aggressive Dog indoors and under control of Owner	\$250.00
10.9.3	Failure to secure Dog on Owner's property or in an approved lockable pen, dog run, or other structure, to prevent escape or entry of person	\$250.00
10.9.4	Fail to undergo mandatory alteration	\$250.00
10.9.5	Failure to muzzle Aggressive Dog when off Owner's property	\$200.00
10.9.6	Fail to harness/leash on lead not exceeding one meter an Aggressive Dog	\$200.00
10.9.7	Failure to ensure Aggressive Dog under the control of a person age 18 years or greater	\$100.00
10.9.8	Failure to obtain an Aggressive Dog license and comply with requirements thereunder	\$500.00
10.9.9	Fail to notify Taber Police Service Aggressive Dog was gifted, sold, died or transferred	\$100.00
10.9.11	Fail to notify Taber Police Service Aggressive Dog is running at large	\$250.00
10.9.12	Failure to have an electronic identification microchip implanted in, or veterinarian tattoo placed upon an Aggressive Dog	\$250.00
10.9.13	Failure to obtain insurance of one million dollars (\$1,000,000.00) for an Aggressive Dog	500.00
11.1	Dog not licensed	\$100.00
11.3	Dog not wearing license	\$50.00
11.11	Have more than 2 days without Dog Fancier License	\$200.00
15.1.1	Obstruction of Peace Officer	\$500.00
15.1.2	Induce/assist Dog to evade capture	\$250.00
15.1.3	Make false representation as Dog Owner	\$250.00

TOWN OF TABER  
BYLAW NO. 2 – 2021

**Schedule "A"**

<u>Section</u>	<u>Violation</u>	<u>Penalty</u>
15.1.4	Release captured Dog/attempt to allow Dog to escape	\$250.00
15.1.5	Remove/attempt to remove Dog from lawful possession of Bylaw Officer or Peace Officer	\$250.00
15.1.6	Untie/loosen/free tied Dog	\$250.00
15.1.7	Negligently/willfully open a gate/door in which a Dog is confined allowing it to Run at Large	\$200.00
20.1	Dogs with communicable diseases in public places	\$250.00
20.2	Failure to lock, isolate and report a Dog with rabies	\$250.00
21.1	Dogs in restricted area	\$100.00

Where any person contravenes the same provision of this Bylaw twice within one twelve-month period, the specified penalty payable in respect of the second contravention is **double** the amount shown in Schedule "A" of this Bylaw, Section 23.3.1.

Where any person contravenes the same provision of this Bylaw three or more times within one twelve-month period, the specified penalty payable in respect of the third or subsequent contravention is **triple** the amount shown in Schedule "A" of this Bylaw, Section 23.3.2.

TOWN OF TABER  
BYLAW NO. 2 – 2021

**Schedule “B”**

FEES

Impoundment fee	\$50.00
Aggressive Dog impoundment fee	\$100.00
Care and sustenance (per day or portion thereof to commence at midnight on the day of impoundment)	\$35.00
Veterinary fee	Amount Expended
Owner drop-off fee	\$50.00
Refundable deposit for sterilization	\$100.00
Purchase price - all Dogs (plus sterilization deposit on un sterilized dogs)	\$50.00
Euthanize Dog	\$150.00

TOWN OF TABER  
BYLAW NO. 2 – 2021

Schedule "C"



**NOTICE OF SEIZED AND / OR IMPOUNDED ANIMAL**

This notice is to inform you that an animal described as a believed

\_\_\_\_\_ (type of animal, age, breed, color, markings)

to be owned by you, or under your care and control, was seized and/or impounded

on \_\_\_\_\_, from \_\_\_\_\_  
(year/month/day) (civic address)

pursuant to the provisions of Bylaw 2-2021 of the Town of Taber's Dog Control  
Bylaw.

In order to claim your animal, all fees, fines, and conditions set forth by said Bylaw  
must be met before being returned to its Owner.

If your animal is not claimed by \_\_\_\_\_, the animal will be  
(year/month/day)

Given to the local animal shelter.



TOWN OF TABER  
BYLAW NO. 2 – 2021

**Schedule “D”**

LICENSE FEES

**Status of Dog**

Any Dog that is Altered	\$50.00 (one time fee)
Any Dog that is not Altered	\$100.00 (one time fee)
Assistance Dogs	Free
Dog owned, kept, maintained, or harbored by a Law Enforcement Officer or Peace Officer	Free
Dog Fanciers License (in addition to regular license fee per Dog)	\$20.00 (yearly)
Aggressive Dog license annual fee	\$200.00 (yearly)
Replacement Tag	\$10.00 (each time if required)

TOWN OF TABER  
BYLAW NO. 2 – 2021



Schedule "E"

- Resident  
 Non-Resident

**ANIMAL ADOPTION**

I, \_\_\_\_\_ do hereby claim ownership of an animal from  
(name of owner)

the Town of Taber (as described) \_\_\_\_\_

\_\_\_\_\_  
(type of animal, age, breed, color, markings, altered?)

and affirm that I will endeavor to care and control the animal to the best of my ability and follow all directions and guidelines set forth by the Town of Taber.

Dated this day of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(year/month/day)

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

Bylaw Officer: \_\_\_\_\_

New Owner Information:

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

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

Tag # \_\_\_\_\_

\* Non- residents only\* DECLARATION OF NON-RESIDENCY

By signing this agreement, I declare that I am not a resident of the Town of Taber, and that the animal I am taking ownership of shall be kept outside the Town of Taber

Dated this day of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(year/month/day)

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

TOWN OF TABER  
 BYLAW NO. 2 – 2021

Schedule "F"



**APPLICATION FOR DOG FANCIER LICENSE**

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: Res: \_\_\_\_\_ Bus: \_\_\_\_\_ Cell: \_\_\_\_\_

**CATEGORY**

- Breeder (# of times per year \_\_\_\_\_)       Show dogs
- Kennel operation       Pets
- Other (explain)

**DESCRIPTION OF DOG**

Dog	Breed	Color	Sex	Age	Altered?

**TYPE OF FACILITIES**

	Yes	No
Enclosed yard with fence?		
Enclosed kennel and dog run?		
Will the dogs be kept indoors during the period in which no one is home?		
Will the dogs be kept indoors at night?		
If "No", will they be kept in a closed kennel or dog run?		

I understand that before this application can be approved, the Bylaw Enforcement Officer must first inspect the proposed location to ensure the site and conditions are suitable. I further understand the Bylaw Enforcement Officer may interview adjacent property owners and advise them of this application. The Bylaw Enforcement Officer shall not issue a Dog Fanciers License if the site or conditions are not suitable.

Date: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

TOWN OF TABER  
BYLAW NO. 2 – 2021

**Schedule “G”**



**CONDITIONS PLACED ON AGGRESSIVE DOG**

**MANDATORY:**

- Yearly Aggressive Dog license
- One million dollar (\$1,000,000.00) liability policy (insurance) for Dog
- Dog micro-chipped or tattooed

**OPTIONAL:**

- Alteration
- Secure approved pen for confining Dog outdoors
- Dog confined indoors under control of Owner
- Dog muzzled while off Owners' property
- Dog leashed while off Owners' property (controlled by person 18+)