

**SUMMER VILLAGE OF WAIPAROUS
BYLAW NO. 120-14**

A BYLAW OF THE SUMMER VILLAGE OF WAIPAROUS IN THE PROVINCE OF ALBERTA,
FOR THE PURPOSE OF REGULATING AND CONTROLLING DOGS.

WHEREAS, Sections 7 and 8 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended or repealed and replaced from time to time, authorizes the Summer Village of Waiparous Council to pass bylaws to license and regulate wild and domestic animals and activities in relation to them;

AND WHEREAS the Council of the Summer Village of Waiparous deems it advisable to adopt such a bylaw;

NOW THEREFORE the Council of the Summer Village of Waiparous, duly assembled, enacts as follows:

SECTION 1: TITLE

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

SECTION 2: DEFINITIONS

2. For the purpose of interpreting this Bylaw, the following terms have the following defined meanings:
 - (a) "Animal Shelter" means the facility or facilities designated by the Summer Village from time to time as a facility for the impoundment and care of dogs subject to this Bylaw.
 - (b) "At Large" means a dog which is off the premises of the Dog's Owner and which is not on a leash, confined or otherwise under immediate, effective and continuous control of a competent and responsible Person.
 - (c) "Bylaw Enforcement Officer" means a Bylaw Enforcement Officer appointed by Council to enforce the provisions of this Bylaw and includes a member of the Royal Canadian Mounted Police and, when authorized, a Special Constable. A Bylaw Enforcement Officer is a Designated Officer for the purposes of this Bylaw pursuant to the *Municipal Government Act*.
 - (d) "Chief Administrative Officer" or "CAO" means the Municipal Administrator appointed by Council in accordance with the provisions of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26.
 - (e) "Communicable Disease" means any disease or illness which may be transferred from a Dog to another Animal or Person through direct or indirect contact.
 - (f) "Controlled Confinement" means when a Dog is confined in a pen, cage, building or other structure or securely tethered in a manner that will not allow the Dog to physically harm any person or Animal.

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- (g) "Council" means the Council of the Summer Village of Waiparous.
- (h) "Damage to Public or Private Property" means any destruction, injury or harm caused to public or private property by a Dog.
- (i) "Dangerous Dog" means a dog previously determined to be a "dangerous" dog by the Provincial court under the Dangerous Dogs Act, R.S.A. 2000, Chapter D-3, and amendments thereto.
- (j) "Dog" means a member of any domesticated canine species, including male, female, spayed, neutered and intact members.
- (k) "Dog Owner" means any Person:
 - (i) who has the care, charge, custody, possession or control of the Dog;
 - (ii) who owns or claims a proprietary interest in the Dog;
 - (iii) who harbours, suffers, or permits a Dog to be present on any property owned or under his/her control, or
 - (iv) who claims and receives a Dog from the custody of the Animal Shelter or a Bylaw Enforcement Officer.
- (l) "Motor Vehicle" means a motor vehicle as defined in the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended or repealed and replaced from time to time.
- (m) "Person" means any individual or corporate body.
- (n) "Possession" means a Person who:
 - (i) has physical or effective control of a Dog; or
 - (ii) has transferred physical or effective control of a Dog to another person for the purpose of allowing that person to exercise control over that Dog for a period of time.
- (o) "Property Owner" means a Person having a legal interest in any land within the Summer Village as registered at Alberta Land Titles.
- (p) "Public Nuisance" includes the following activities in relation to Dogs:
 - (i) biting a Person or Animal,
 - (ii) chasing any Person, Animal, Motor Vehicle or bicycle,
 - (iii) barking, howling or otherwise disturbing any Person,
 - (iv) causing damage to property,
 - (v) upsetting waste receptacles or scattering the contents thereof, and
 - (vi) being left unattended in a Motor Vehicle unless the Dog is restricted in such a way so as to prevent the Dog having access to Persons or Animals located outside the Motor Vehicle. Such restraint must, at all times, provide suitable ventilation for the Dog.
- (q) "Public Property" means property owned by or under the control and management of the Summer Village and contained within the boundaries of the Summer Village.
- (r) "Registered Veterinarian" means a registered Veterinarian as defined in the *Veterinary Profession Act*, R.S.A. 2000, Chapter V-2.

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- (s) "Restraining Device" means any leash no greater than 2 meters in length or other restraining system capable of allowing the Dog Owner to maintain adequate control of the attached Dog and preventing the Dog from chasing or biting Animals or Persons, or if located on the property of the Dog Owner, capable of retaining the Dog within the boundaries of the Dog Owner's property.
- (t) "Secure Enclosure" means a building, cage, fenced area or other enclosure for the retaining of a Dog and which prohibits the Dog from jumping, climbing, digging or using any other means to exit the enclosure, and which is capable of prohibiting the entry of young children into the enclosure, and which conforms with the following minimum requirements:
 - i) The Secure Enclosure shall have secure sides and a secure top. If the Secure Enclosure has no bottom secured to the sides, the sides of the Secure Enclosure must be embedded in the ground to a minimum depth of thirty (30) centimeters;
 - ii) The Secure Enclosure must provide the Dog with adequate shelter from the elements including heat, cold, sun, rain, and wind;
 - iii) The Secure Enclosure must be not less than 1.5 meters wide by 3.0 meters long and a minimum of 1.5 meters in height; and
 - iv) The Secure Enclosure must be located not less than 1.0 meter away from the property line and not less than 5 meters away from a dwelling unit of any adjacent property.
- (u) "Serious Injury" includes any injury resulting in broken bone or bones, disfiguring lacerations, sutures, cosmetic surgery and further includes any other injury as determined to be severe by a Court upon hearing the evidence.
- (v) "Summer Village" means the Summer Village of Waiparous.
- (w) "Tenant Dog Owner" means a Dog Owner who rents or leases property in the Summer Village of Waiparous.
- (w) "Vicious Dog" means a Dog, whatever its age, whether on public or private property, which:
 - (i) has without provocation, attacked, or bitten an Animal or Person whether on the property of the Dog Owner or not;
 - or
 - (ii) has threatened or created the reasonable apprehension of a threat to other domestic animals or person when off the Dog Owner's property;
 - or
 - (iii) in the opinion of the Provincial Court, presents a threat of serious harm to other domestic animals or person;
- (x) "Violation Ticket" – means a ticket issued pursuant to Part 2 of the ***Provincial Offences Procedure Act***, R.S.A. 2000, Chapter P-34, as amended, or repealed and replaced from time to time, and any Regulations there under.
- (y) "Violation Tag" means a tag or similar document issued pursuant to the Municipal Government Act R.S.A 2000, Chapter M-26 and amendments thereto.

SECTION 3: OFFENCES

- 3.1 Any Person who violates any provision of this Bylaw has committed an offence.
- 3.2 No Person shall tease, torment or annoy a Dog.
 - 3.2.1 No Person shall allow a Dog to be At Large.
 - 3.2.2 No Person shall trap or bait a Dog.
- 3.5 No Person shall:
 - (a) Untie a Dog which has been tied, or
 - (b) Open a gate, door or other opening in a fence or enclosure in which a Dog is confined, thereby permitting the Dog to be At Large.
- 3.6 An Dog Owner is guilty of an offence under this Bylaw if his/her Dog:
 - (a) attacks, threatens or creates a reasonable apprehension of a threat to any Person or Domestic Animal;
 - (b) chases a Motor Vehicle, bicycle, or a Person walking or running;
 - (c) bites, injures or kills a Person or Domestic Animal;
 - (d) causes damage to Public Property or private property within the Summer Village;
 - (e) is uncontrolled when on the property of the Dog Owner such that the Dog is running off the property of the Dog Owner to chase, threaten or disturb a person or domestic animal passing by on public property; should a Dog not be kept under control of a responsible Dog Owner when on the property of the Dog Owner should be contained by a fence or tether;
 - (f) otherwise constitutes a Public Nuisance.
- 3.7 No Dog Owner shall permit or allow his Dog to bark or howl excessively or otherwise disturb the quiet of any person at any time. When a dog barks, howls or in any other manner disturbs the quiet of other persons, the Dog Owner shall be deemed to have failed to comply with this section. No person shall be charged with an offence under this section unless:
 - (a) two (2) or more people from different households are willing and able to give statements and testimony in any court proceeding arising from the offence; or
 - (b) if it has been determined by a Bylaw Enforcement Officer that an offence has occurred.
- 3.8 Where a Dog has defecated on any private property, public pathways, road or road allowances, beach, playgrounds or developed recreation/public areas within the Village other than the

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property of the Dog's Owner, the Dog Owner shall be required to remove such defecation immediately, and failure to do so will constitute an offence under this Bylaw.

- 3.9 Any person who interferes with, prohibits, or otherwise impedes a Bylaw Enforcement Officer in the performance of the Officer's duties under this Bylaw is guilty of an offence.
- 3.10 An owner of a Dog which is suffering from a Communicable Disease:
- (a) shall not permit the Dog to be in any public place,
 - (b) shall not permit the Dog to have contact with or be in proximity to any other Animal which is free of such communicable disease,
 - (c) shall keep the Dog in a Secure Enclosure,
 - (d) shall immediately report the matter to a Registered Veterinarian, and
 - (e) shall adhere to the directions of the Registered Veterinarian.
- 3.11 An owner of a Dog who is in season must keep the Dog confined and controlled in such a manner throughout the Dog's season such that the Dog does not escape the Dog Owner's property or otherwise present an attraction to other Dogs which are located off of the Dog Owner's property.
- 3.12 No Property Owner in the Summer Village of Waiparous shall harbour and care for or allow a Tenant Dog Owner or occupant to harbour and care for more than TWO (2) dogs for a period in excess of five (5) days in duration excepting puppies under the age of nine (9) weeks which are the offspring of a bitch that normally resides at the property and is owned by the Property Owner, Tenant Dog Owner or occupant of the property.

SECTION 4: VICIOUS DOGS

- 4.1 If the Bylaw Enforcement Officer has reasonable grounds to believe that a Dog is a Vicious Dog (as defined in Section 2 (w), either through personal observation or after an investigation initiated by a complaint about the Dog, the Bylaw Enforcement Officer may issue a violation tag or violation ticket for any offences according to this bylaw and notify the Dog Owner by written notice that the Dog is deemed to be a Vicious Dog,
- 4.2 The Bylaw Enforcement Officer may notify the Dog Owner by written notice to remove the Vicious Dog immediately and permanently from the Village;
or
the Bylaw Enforcement Officer may order the Dog Owner to comply with any or all of the directives with respect to management and control of a Vicious Dog (section 4.3) immediately and for as long as may be deemed necessary.
- 4.3 As directed by written notice in accordance with Section 4.1 and 4.2, the owner of a vicious Dog shall ensure:
- a) that when such Dog is on the property of the Dog Owner:

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- (i) either such Dog is confined indoors and under the control of a person over the age of eighteen (18) years; **or**
 - (ii) when the Dog is outdoors, it is in a locked pen or other structure deemed sufficient by the Bylaw Enforcement Officer to prevent the escape of the Dog and capable of preventing the entry of any person not in control of the Dog.
 - b) when off the property of the Dog Owner the vicious Dog is kept securely leashed on a lead not exceeding one (1) metre, in a manner that prevents it from chasing, injuring or biting other domestic animals or humans as well as preventing damage to public or private property; and under the control of a person over the age of eighteen (18) years.
 - (c) when off the property of the Dog Owner, the vicious Dog is kept securely muzzled
 - (d) when the vicious Dog is being transported in a vehicle within the Summer Village the Dog must be confined within the passenger cab of the vehicle or within a secure topper enclosing the bed of a truck or a fully enclosed trailer. Such Dog shall not be transported in the open bed of a truck.
 - (e) that an appropriate sign is posted at the entrance to the Dog Owner's property.
 - (f) that a policy of liability insurance is obtained in a form satisfactory to the Summer Village and in a minimum coverage amount of \$1,000,000 for any injuries which may be caused by the Dog.
 - (g) that the insurance policy contains a provision requiring the insurer to immediately notify the Summer Village in writing in the event that the policy expires, is cancelled or is terminated.
- 4.4 A Notice under Paragraph 4.1 and 4.2 will be deemed served upon actual service of the Ticket upon the Dog Owner or after ten (10) business days from mailing via regular mail to the Dog Owner's address as it appears on the Village's tax roll.
- 4.5 The owner of a Vicious Dog shall immediately advise the Bylaw Enforcement Officer and the CAO if the Vicious Dog is sold, gifted, transferred or dies. The Dog Owner shall remain liable for the actions of the vicious Dog until formal notification of sale, gift or transfer is given to the CAO.
- 4.6 These conditions shall remain in effect until the vicious Dog dies or is deemed NOT Vicious pursuant to the provisions of this bylaw by the Bylaw Enforcement Officer or by Provincial Court.
- 4.7 In addition to the remedies set forth in this Bylaw, if the Bylaw Enforcement Officer determines that a Vicious Dog is not being kept in accordance with this Bylaw or is considered to be a significant risk to the safety of the public, he or she may:

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- a) bring an application pursuant to section 554 of the Municipal Government Act, for an Order directing that such Dog be controlled in accordance with this bylaw or be removed from the Village;
 - b) make a complaint pursuant to the Dangerous Dogs Act ,R.S.A. 2000; Chapter D-3 and amendments thereto; for an Order directing that such Dog be controlled or destroyed;
- or
- c) Take such other steps with respect to the seizure, impoundment, control or destruction of the Dog as may be available to the Summer Village at law.

4.8 When the Bylaw Enforcement Officer makes a complaint under 4.7 b) of this bylaw:

- a) The owner of the dog alleged to be a vicious dog shall be provided notice of a hearing for determination by the Provincial Court ten (10) clear days before the date of the Hearing.
- b) The Bylaw Enforcement Officer may order the owner of the dog alleged to be a vicious dog to surrender the dog to a Bylaw Enforcement Officer and the dog shall be taken and held in an Animal Shelter at the Dog Owner's cost pending the outcome of the hearing and any appeals;
- c) The Bylaw Enforcement Officer may allow the Dog Owner to keep possession and control of the dog alleged to be a vicious dog pending the outcome of the hearing and any appeals on conditions which, in the opinion of the Bylaw Enforcement Officer, ensures the safety of the public.

4.9 The Dog must be immediately and permanently removed from the Summer Village if it is deemed a Dangerous Dog by a Provincial Court according to the Dangerous Dogs Act; R.S.A 2000; Chapter D-3 and amendments thereto.

4.10 Property Owners that lease their properties in the Summer Village shall make it a condition of the rental lease that a Tenant Dog Owner must adhere to any and all Orders and Notices made by the Bylaw Enforcement Officer or a Judge pursuant to Section 4 of this Bylaw.

4.11 When a Notice is made pursuant to Section 4 of this Bylaw to a Tenant Dog Owner, the Summer Village will provide notification to the Property Owner that a dog that is deemed vicious resides at the property and specify that a Notice or Order has been issued.

4.12 When the conditions specified by the Judge or Bylaw Enforcement Officer's notice or order indicate removing the dog from the community or providing for a secured outdoor enclosure, the Property Owner shall ensure that the Tenant Dog Owner is abiding by the specified conditions.

SECTION 5: DOGS IN TRUCKS AND MOTOR VEHICLES

5.1 No Person shall allow a Dog to be outside the passenger cab of a Motor Vehicle on a roadway, regardless of whether the Motor Vehicle is moving or parked.

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- 5.2 Notwithstanding Paragraph 5.1, a Person may allow a Dog to be outside the passenger cab of a Motor Vehicle, including riding in the back of a pick-up truck or a flat bed truck, if the Dog is:
- a) in a fully enclosed trailer,
 - b) in a topper enclosing the bed area of the truck,
 - c) contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or
 - d) securely tethered in such a manner that the Dog is not standing on bare metal, cannot jump or be thrown from the Motor Vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the Motor Vehicle.
- 5.3 For the purpose of this Section, “roadway” means any street, highway or parking lot area whether publicly or privately owned, where the public is ordinarily entitled or permitted to use for the passage or parking of Motor Vehicles.
- 5.4 The owner of a Motor Vehicle involved in an offence under this Section is guilty of the offence unless:
- a) the owner of the Motor Vehicle was not operating the Motor Vehicle at the time of the offence,
 - b) the owner of the Motor Vehicle was not a passenger in the Motor Vehicle at the time of the offence, and
 - c) the individual operating the Motor Vehicle at the time of the offence was operating the Motor Vehicle without the owner’s express or complied consent.

SECTION 6: POWERS OF A BYLAW ENFORCEMENT OFFICER

- 6.1 A Bylaw Enforcement Officer is authorized to capture, including baiting and trapping if required, and impound in an authorized Animal Shelter any Dog which is At Large or any Dog which has inflicted a serious injury to a Person or domestic animal. The Bylaw Enforcement Officer is further authorized to take any reasonable measure necessary to subdue any Dog, including the use of tranquilizer equipment. If a Dog is in distress, whether or not as a result of enforcement actions taken pursuant to this Bylaw, the Bylaw Enforcement Officer may take the Dog to a Registered Veterinarian for treatment. Once treated, the Dog shall be transferred to the Animal Shelter.
- 6.2 All costs and expenses incurred by the Summer Village as a result of veterinary treatment pursuant to Section 6.1 above shall be recoverable from the Dog Owner as a lawful debt owed to the Summer Village.
- 6.3 Dogs impounded in the Animal Shelter shall be kept for a period of at least 72 hours. In the calculation of the 72 hour period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included.

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- 6.4 Where a Dog that has been impounded bears obvious identification tattoos, brands, marks, tags or licenses, the Dog must be kept by the Animal Shelter a minimum of 10 days from the date the Dog was impounded. In the calculation of the 10 day period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included.
- 6.5 If the Bylaw Enforcement Officer knows or can ascertain the name of the owner of any impounded Dog, he/she shall serve the Dog Owner with a copy of the Notice in Appendix "B" of this Bylaw, either personally or by mailing the Notice to the address of the Dog Owner as it appears on the Village's tax roll. The Dog Owner to whom a Notice is mailed under this Section is deemed to have received the Notice within ten (10) business days from the time that the Notice is mailed.
- 6.6 Where the Dog Owner has been notified that the Dog has been impounded in accordance with Paragraph 6.5, the Dog must be kept by the Animal Shelter a minimum of 5 days from the date that the Dog Owner is deemed to have received the Notice. In the calculation of the 5 day period, Sundays, Statutory Holidays and days that the Animal Shelter is not open shall not be included.
- 6.7 During the period established in Section 6.3, 6.4 or 6.5 above, the Dog may be redeemed by its owner, except as otherwise provided in this Bylaw, upon payment, in the form of a certified cheque made payable to the Summer Village or cash, to the Summer Village or its authorized agent of:
- a) any applicable fines and fees for impoundment, care and subsistence as established in Appendices "A" of this Bylaw; and
 - b) the cost of any veterinary treatment provided in respect of the Animal pursuant to this Bylaw, or the *Animal Protection Act*, R.S.A. 2000, Chapter A-41, as amended, or repealed and replaced from time to time.
- 6.8 The Dog Owner shall provide proof of ownership of the Dog at the time of redeeming the Dog.
- 6.9 At the expiration of the time period established at Section 6.3, 6.4 or 6.5 above, whichever is applicable, the Council or its designate is authorized to:
- a) offer the Dog for sale or as a gift;
 - b) destroy the Dog in a humane manner;
 - c) allow the Dog to be redeemed by its owner in accordance with the provisions of Sections 6.7 and 6.8 above; **or**
 - d) continue to impound the Dog for an indefinite period of time or for such further period of time as the Bylaw Enforcement Officer, in his or her discretion, may decide.
- 6.10 Proceeds of the sale of a Dog shall be distributed in accordance with the priorities set by Section 7 of the *Animal Protection Act*, R.S.A. 2000, Chapter A-41

SECTION 7: PENALTIES

- 7.1 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable to a penalty not less than the minimum penalty set out in Appendix “A” herein.
- 7.2 Notwithstanding Paragraph 7.1 of this Bylaw, any Person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence under this Bylaw, will be liable to not less than double the minimum penalty as set out in Appendix “A” of this Bylaw.

SECTION 8: VIOLATION TAGS AND TICKETS

- 8.1 Where a Bylaw Enforcement Officer has reasonable grounds to believe that a provision of this Bylaw has been contravened, that Bylaw Enforcement Officer is authorized and empowered to issue a Violation Tag to any person who the Bylaw Enforcement Officer has reasonable grounds to believe is responsible for the contravention.
- 8.2 A Violation Tag issued pursuant to this Bylaw shall be in a form approved by the Chief Administrative Officer and may be delivered to the Person reasonably believed to have contravened this Bylaw by means of actual service upon the person or by mailing a copy to the Person at his/her address as it appears on the tax roll.
- 8.3 Where a Violation Tag is issued pursuant to this Bylaw, the Person to whom the Violation tag is issued may, in lieu of being prosecuted for the offence, pay to the Village, the penalty specified on the Violation Tag within seven (7) business days if delivered by actual service to the person and within fourteen (14) business days if served by mail.
- 8.4 Where a violation Tag has been issued and the specified penalty not paid within the prescribed time, the right of the Person named on the Violation Tag to pay the penalty in lieu of prosecution shall expire and the Bylaw Enforcement Officer is authorized to issue a Violation Ticket pursuant to Part 2 of the Provincial Offences Procedure Act R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, to any person that the Bylaw Enforcement Officer has reasonable ground to believe contravened a provision of this Bylaw.
- 8.5 Notwithstanding Section 8.4, a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket to any Person whom the Bylaw Enforcement Officer has reasonable grounds to believe has contravened or is responsible for a contravention of any provision of this Bylaw regardless of whether a Violation Tag has first been issued. Nothing in this Bylaw shall prevent a Bylaw Enforcement Officer from immediately issuing a Violation Ticket.
- 8.6 The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount provided for in Appendix “A” of this Bylaw in respect of that provision.
- 8.7 Where any Person contravenes the same provision of this Bylaw twice within one TWELVE (12) month period, the specified penalty payable in respect of the second such contravention shall be double the amount provided for in Appendix “A” of this Bylaw.

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- 8.8 Where any person contravenes the same provision of this Bylaw three or more times within one TWELVE (12) month period, the specified penalty payable in respect of the third and subsequent such contravention shall be triple the amount provided for in Appendix “A” of this Bylaw.

SECTION 9: GENERAL PROVISIONS

- 9.1 Should any provision of this Bylaw be determined invalid, then the invalid provision shall be severed and the remaining Bylaw shall be maintained.
- 9.2 Bylaw Number 80-02 and 97-06 are hereby repealed.
- 9.3 This Bylaw shall come into effect upon third and final reading thereof.

Read a first, second and third time this 22nd October, 2014

“Larry Anderson”

Mayor

“Sharon Plett”

Municipal Administrator

APPENDIX “A” PENALTIES AND FEES

Minimum Penalties

SECTION	OFFENCE	VIOLATION TAG	VIOLATION TICKET
3.2	Tease, torment or annoy Dog	\$500.00	\$650.00
3.3	Dog At Large	\$100.00	\$150.00
3.4	Bait or Trap Dog	\$100.00	\$150.00
3.5	Untie Dog or Open Gate	\$100.00	\$150.00
3.6(a)	Attacks or threatens a Person or Domestic Animal	\$350.00	\$450.00
3.6(b)	Chasing Person, Motor Vehicle, Bicycle	\$100.00	\$150.00
3.6(c)	Biting, injuring, killing a Domestic Animal	\$1,000.00	\$1,500.00
3.6(c)	Biting, injuring, killing a Person	\$2,000.00	\$3,000.00
3.6(d)	Damage to property	\$100.00	\$150.00
3.6(e)	Uncontrolled on property	\$100.00	\$150.00
3.6(f)	Public Nuisance	\$100.00	\$150.00
3.7	Barking, Howling or Disturbing	\$250.00	\$350.00
3.8	Defecation	\$100.00	\$150.00
3.9	Obstruction or Interference	\$500.00	\$650.00
3.10	Communicable Disease	\$250.00	\$350.00
3.11	Failure to keep Dog in season confined	\$250.00	\$350.00
3.12	Harbouring or allowing to be harboured more than 2 dogs at a property	\$500.00	\$750.00
4.2	Failure to remove from the Summer Village	\$1,000.00	\$1,500.00
4.3(a)	Failure to keep Vicious Dog under control of responsible adult person	\$1,000.00	\$1,500.00
4.3(a)	Failure to keep Vicious Dog in Secure Enclosure	\$1,000.00	\$1,500.00
4.3(b)	Failure to keep Vicious Dog under Control when off property	\$1,000.00	\$1,500.00
4.3(c)	Failure to keep Vicious Dog properly muzzled	\$1,000.00	\$1,500.00
4.3(d)	Failure to keep Vicious Dog restrained in Motor Vehicle	\$1,000.00	\$1,500.00
4.3(d)	Transporting Vicious Dog outside passenger cab of Motor Vehicle	\$1,000.00	\$1,500.00
4.3(e)	Failure to provide proper signage	\$1,000.00	\$1,500.00
4.3(f)	Failure to provide proof of insurance	\$1,000.00	\$1,500.00
4.3(g)	Failure to include notification provision	\$1,000.00	\$1,500.00
4.5	Failure to notify Summer Village if Vicious Dog Sold, gifted, transferred or dies	\$250.00	\$350.00
4.7	Failure to remove a Dangerous Dog	\$1,500.00	\$2,000.00
4.12	Failure of Property Owner obligations	\$250.00	\$350.00
5.1	Dog outside cab of Motor Vehicle	\$100.00	\$150.00
6.7	Reclaiming – actual impoundment charges and fees plus 25%		

APPENDIX "B"

[Date]

[Dog Owner name and address]

You are hereby notified that a Dog identified as yours was impounded by the Summer Village of Waiparous on ____ day of _____, 20___. Unless said Dog is claimed and all impoundment charges are fully paid on or before the ____ day of _____, 20___, the Dog will be sold, destroyed, or otherwise disposed of pursuant to Bylaw 120-14.