

TOWN OF BIGGAR, SASKATCHEWAN

BYLAW NO. 16-778

Animal Control Bylaw, 2016

A Bylaw of the Town of Biggar, Saskatchewan to Licence, Regulate, and Control the Ownership and Possession of Domestic Animals within the Municipal Limits of the Town of Biggar.

Short Title

1. This Bylaw may be cited as The Animal Control Bylaw.

Purpose

2. The purpose of this Bylaw is to:
 - (a) promote safety to the residents and animals;
 - (b) provide for the licencing of permitted domestic animals;
 - (c) control and regulate animals in the Town of Biggar;
 - (d) provide for the impounding of animals where necessary; and,
 - (e) provide for standards of care for domestic animals.

Part I – Definitions

Definitions and Terms

3. In this Bylaw, the following terms shall have the following meanings:
 - (a) “**Animal**” includes cats and dogs and all other domestic animals permitted within the limits of the Town.
 - (b) “**Animal Control Officer**” means the person or persons designated, appointed or contracted by the Town for the purpose of enforcing the provisions of this Bylaw and shall include a Peace Officer.
 - (c) “**At large**” means circumstances where an animal is:
 - i. on public property unaccompanied by any person;
 - ii. on public property accompanied but not under the complete control of a person by means of a leash or other reasonable means of physical restraint; or,
 - iii. on private property without the permission of the owner or occupant of that property;
 - (d) “**Cat**” means any cat, male or female, neutered or sprayed, of the feline family.
 - (e) “**Clerk**” means the administrator or assistant administrator of the Town.
 - (f) “**Dangerous Animal**” means any animal where it is proved that:

- i. the animal, without provocation, in a vicious or menacing manner, chased or approached a person or domestic animal in an apparent attitude of aggression or attack;
- ii. the animal, with a known propensity, tendency or disposition to attack without provocation, caused injury or otherwise threatened the safety of persons or domestic animals;
- iii. the animal, without provocation, has bitten, inflicted injury, assaulted or otherwise attacked a person or domestic animal;
- iv. the animal is owned primarily or in part for the purpose of animal fighting or is trained for fighting; or,
- v. the animal is a purebred or mixed breed of dog prohibited by the Town pursuant to this Bylaw;

but does not include:

- vi. any animal acting in the performance of police work for the Royal Canadian Mounted Police or for a municipal police force; or,
- vii. any dog working as a guard dog on commercial property and is:
 1. securely enclosed on the property by a fence or other barrier sufficient to prevent the escape of the dog and the entry of minor children of tender years; and,
 2. defending that property against a person who was committing an offence.

(g) **“Dog”** means any dog, male or female, of every breed, classification or mixture of breed of the canine family.

(h) **“Household”** means the residents of a residential property, collectively.

(i) **“Judge”** means a judge of the Provincial Court of Saskatchewan or a justice of the peace.

(j) **“Kennel”** means any structure, premises or other place situated within the Town used by any person for boarding or otherwise caring for, training or whelping animals.

(k) **“Licence”** or **“Licence Tag”** means the plate worn on the collar of every licenced animal for identification and issued by the Town.

(l) **“Owner”** includes:

- i. a person who owns, keeps, possesses, harbours, or has care or control over an animal to which this Bylaw applies;
- ii. the person responsible for the custody of a minor where the minor is the owner of an animal to which this Bylaw applies; or,
- iii. a person who permits any animal to remain about his or her residence or premises located within the limits of the Town.

but does not include:

- iv. a veterinarian registered pursuant to *The Veterinarians Act, 1978* who is keeping or harbouring an animal for the prevention, diagnosis or treatment of a disease of or an injury to the animal; and
 - v. an animal shelter or pound operated, designated or approved by the Town.
- (m) **“Peace Officer”** shall include the definition set forth in *The Summary Offences Procedure Act, 1990*, including any amendments thereto.
- (n) **“Permitted Animals”** means any animal set out in a Schedule to this Bylaw that is authorized to be kept as a domestic pet.
- (o) **“Pet Licence Provider”** means the administrator or deputy administrator of the Town who are authorized by the Town to issue animal licences.
- (p) **“Person”** includes an individual, partnership, association or corporation.
- (q) **“Pound”** means such premises and facilities as may be designated from time to time by the Town as an impoundment facility to receive, house and process animals to which this Bylaw applies and identified in Schedule “B” to this Bylaw.
- (r) **“Poundkeeper”** – means the person designated by the Town to administer the pound.
- (s) **“Prohibited Animal”** means any animal listed in a Schedule “D” to this Bylaw.
- (t) **“Provocation”** means an act done intentionally for the purpose of provoking an animal to which this Bylaw applies into a hostile or aggressive demeanour.
- (u) **“Town”** means the Town of Biggar, Saskatchewan, a municipal body created according to the laws of the Province of Saskatchewan.

Part II – Licensing for Cats and Dogs

Requirement for Cat and Dog Licences

4. Every owner of a cat or dog that is over four (4) months of age, or in circumstances where the age of the cat or dog is unknown, shall within thirty (30) days of becoming the owner of such cat or dog, obtain a licence for each cat or dog and pay the requisite fee.

Fees for Licences

5. The fees for acquiring a licence, renewing a licence and obtaining a replacement licence are indicated in Schedule “A” to this Bylaw.

Licences are Non-Transferable

6. Any licence issued by the Town shall not be transferable between animals or between owners.

Licences shall be Displayed on the Animal

7. The licence shall be affixed and displayed on the collar of the cat or dog at all times when the animal is off the property of the owner or in public.

Expiry of Licences

8. All licences shall expire on December 31st of the year of issue.

Fees for Licences Purchased July 1st or Afterwards

9. Any licence purchased for the first time for a cat or dog July 1st or later shall be one half (50%) of the cost of an annual licence.

Renewals

10. An owner shall renew the licence for the next following year prior to the expiration of the current year by paying the fee then in force at the time of renewal. The Town may direct that renewals of an animal licence will only be accepted during the month of December for the next year following.
11. Licences cannot be renewed for a term of less than one year.

Information to be Provided by Owner

12. When applying for a licence, the owner shall provide the following information:
 - (a) a description of the cat or dog including breed, name, gender, and age;
 - (b) a history of any rabies vaccinations for the animal and whether the animal has been spayed or neutered;
 - (c) confirmation as to whether the cat or dog has a history of aggressive behaviour including whether the cat or dog has been subject to any proceeding in any jurisdiction to be declared a dangerous animal;
 - (d) the name, address, telephone number and email address of the owner; and,
 - (e) any other relevant information which may be required by the Town.

Replacement Licence or Tag

13. An owner shall apply for a replacement licence if it is lost or stolen within five (5) business days of such occurrence and pay the fees then in force and effect to obtain the replacement licence.

Exemptions

14. The following are exempted from the licencing provisions of this Bylaw:
 - (a) the Poundkeeper designated by the Town;
 - (b) a store operating under a valid commercial business licence whose primary business includes the sale of pets and is licenced as such;
 - (c) an animal acting in the performance of police work for the Royal Canadian Mounted Police or for a municipal police force; and,
 - (d) a dog which is registered with the American or the Canadian Kennel Club and is actively being shown at a Canadian Kennel Club sanctioned dog show occurring within the Town.

Claims for Reduced Fees in Certain Circumstances

15. If an owner claims that his or her animal is:

- (a) spayed or neutered;
- (b) a show dog; or,
- (c) an assistance dog;

the owner shall provide evidence to the Town of the animal's status such as:

- i. in the case of a spayed or neutered cat or dog, written confirmation from a certified veterinarian that the animal is incapable of reproducing due to the completion of the appropriate surgical procedure;
- ii. in the case of a show dog, a copy of the entry form and receipt from the Canadian Kennel Club's secretary indicating that the dog is an entrant in its competition during the previous year; or,
- iii. in the case of an assistance dog, evidence that the dog has successfully completed advance training to be certified to competently perform the duties of an assistance dog to a person with a recognized and ongoing disability such as vision impairment.

Part III - Duties of Owner

16. A person who has ownership, possession or control of an animal:

- (a) shall ensure the animal has an adequate source of food and water;
- (b) shall provide the animal with adequate medical attention when the animal is wounded, seriously ill or in unreasonable distress;
- (c) shall provide the animal with reasonable protection from injurious heat or cold; and
- (d) shall not confine the animal to an enclosure or area:
 - i. with inadequate space,
 - ii. with unsanitary conditions,
 - iii. with inadequate ventilation, or
 - iv. without providing an opportunity for exercise, so as to significantly impair the animal's health and wellbeing.

Part IV – Control of Animal Waste

General Prohibition

17. An owner or occupant of a household shall not allow animal feces to accumulate on his or her property so as to create a health hazard or nuisance.

Notice to Remove Waste

18. The Town may serve an owner or occupant of a household with notice to remove all animal feces within seventy-two (72) hours of service of the notice. The notice may be by way of Notice of Violation or by letter of direction.

Service of Notice

19. If the notice referenced above in this Bylaw is not personally served or delivered to the owner or occupant, then a copy of the notice shall be sent by registered mail to the owner of the property at the mailing address shown in the records of the Town on the last most recent revised assessment roll of the Town. A notice served in this manner shall be deemed to be received by the recipient on the fifth (5th) business day following the date of its mailing.

Removal of Waste by the Town

20. The Town or its agents may enter the property and remove the feces from the property if:
- (a) the person to whom the request is made fails to fully remove the feces within seventy-two (72) hours after receipt or deemed receipt of the notice; or,
 - (b) after reasonable inquiry, the whereabouts of the owner, occupant or recipient cannot be determined.

Collection of Costs or Expenses for Removal

21. If the Town carries out the work to remove the feces described in this Bylaw, the costs and expenses incurred are a debt due to the Town and the Town shall be entitled to recover the costs and expenses:
- (a) by action in a court of competent jurisdiction;
 - (b) in the same manner as the collection of municipal taxes; or,
 - (c) by adding the costs and expenses to, and thereby form part of, the taxes on the property on which the work was done.

Part V – Control of Diseased Animals and Rabies

Duty to Report

22. Every person who suspects or believes that an animal is or may be rabid or has been in contact with a rabid animal, particularly where that animal may have been bitten by the suspected or believed rabid animal, shall promptly notify one or more of the following persons of the situation: the Director and Medical Health Officer of the Health of Animals Branch, Canada Department of Agriculture; the local Veterinarian; or a Peace Officer.

Order for Confinement and Observation

23. A Medical Health Officer or licensed Veterinarian or Peace Officer having cognizance that an animal is dangerous or might have been exposed to rabies, may order that the person owning, harbouring or having in his or her possession such animal, whether vaccinated or not against rabies, shall keep it under confinement at a place acceptable to the Veterinarian of the Health of Animals Branch, Canada Department of Agriculture, for a period of at least two (2) weeks or until such time as the suspicion of rabies has been confirmed or refuted.

Order to Inoculate

24. Where in the opinion of the Medical Health Officer and the district Veterinarian, Health of Animals Branch, Canada Department of Agriculture, rabies infection has reached proportions where mass vaccination is indicated, every person who owns or harbours or has in his or her possession within the Town any animal susceptible to rabies, shall cause such animal to be inoculated against rabies.

Certificate of Inoculation

25. A certificate issued by a qualified Veterinarian to the effect that an animal has been inoculated against rabies shall be *prima facie* evidence that such animal has been inoculated.

Duty to Preserve Head of Suspected Diseased Animal for Testing

26. Every person who destroys an animal following the non-fatal biting of a person or domestic animal, whether the destruction is pursuant to an order of a judge or court or at the decision of the owner of the animal, shall, if the destruction is carried out before the completion of the quarantine period mentioned in this Bylaw, retain the head of the animal in a manner usable for testing the animal for rabies.
27. Where a person destroys an animal in the circumstances described in this Bylaw, the person shall immediately notify a Veterinarian or a Peace Officer that he or she is in possession of the head of an animal to be tested for rabies.

Part VI – Dangerous and Prohibited Animals

Dangerous Animals

28. No owner shall own, keep, possess, harbour, or have care or control over a dangerous animal.

Prohibited Animals

29. No owner shall own, keep, possess, harbour, or have care or control over any prohibited animal identified in Schedule “D” of this Bylaw.

Lethal Force Permitted in Certain Circumstances

30. An Animal Control Officer or Peace Officer shall be entitled to use lethal force against an apparently dangerous animal if the Animal Control Officer or Peace Officer believes on reasonable grounds that:
- (a) the animal poses an immediate or continuing threat to public or animal safety, including the wellbeing or safety of the Animal Control Officer or Peace Officer;
 - (b) there are no other reasonable means available to the Animal Control Officer or Peace Officer at the time of the use of force to take control of the apparently dangerous animal or to reasonably protect the public or other animals; and
 - (c) the force used is necessary to prevent the animal from acting or continuing to act in an apparently dangerous manner.

Hearing to be Held

31. If a complaint is made that an animal is a dangerous and/or prohibited animal, a Judge shall hold a hearing to determine if based on the evidence adduced at the hearing, the animal is in fact dangerous and/or prohibited.

Notice of Hearing

32. Notice of the hearing referred to in this Bylaw shall be served upon the owner of the animal. The notice shall be served:
- (a) in the case of an owner who is an individual:
 - i. by delivering it personally to the owner; or
 - ii. if the owner cannot reasonably be found by leaving it for the owner at the owner’s residence with a person at that residence who appears to be at least 18 years of age;
 - (b) in the case of an owner that is a corporation:
 - i. by sending it by registered mail to the registered office of the corporation; or
 - ii. by delivering it personally to the manager, secretary or other executive officer of the corporation or the person in charge of any office or other place where the corporation carries on business in Saskatchewan.

Failure to Appear by Owner

33. Where an owner does not appear at the time and place appointed for the hearing after having been notified of that time or place, the judge may proceed *ex parte* to hear and

determine the proceedings in the absence of the owner as fully and effectively as if the owner had appeared.

Mandatory Terms to be Ordered by Judge

34. If the judge is satisfied on the evidence that the animal is a dangerous animal, the judge shall make an order embodying all of the following terms:
- (a) if the owner removes the animal from the owner’s property, the owner shall muzzle and leash it in accordance with the criteria prescribed in this Bylaw and keep it under direct control and supervision;
 - (b) the owner shall inoculate the animal against rabies in accordance with the provisions of this Bylaw;
 - (c) the owner shall report the sale or other disposition of the animal to the Town in a timely manner;
 - (d) where the animal is moved to a different urban centre or municipality, the owner shall notify the clerk of that urban centre or municipality of the presence or anticipated presence of the animal including the determination of the court in these proceedings;
 - (e) where the animal is to be sold or given away, the owner shall:
 - i. notify any prospective owner that the animal has been declared dangerous, before it is sold or given away; and
 - ii. notify the Town of the name, address and telephone number of any new owner of the animal;
 - (f) if the animal is unlicensed, the owner shall, at the owner’s expense and within ten days of the date of the order, purchase the requisite license for the animal; and,
 - (g) the owner shall have the animal micro chipped in accordance with the provisions of this Bylaw and bear the costs of same.

The foregoing terms shall be referred to as the “mandatory terms”.

Discretionary Terms which may be Ordered by Judge

35. If the judge is satisfied on the evidence that the animal is a dangerous animal, the judge may, in his or her discretion, make a further order embodying some or all of the following terms:
- (a) the owner shall keep the animal in an enclosure which complies with the criteria prescribed in this Bylaw or a Schedule thereto;
 - (b) the owner shall obtain and keep in effect liability insurance in an amount of not less than \$300,000.00 for any bodily injury to or death of any person or domestic animal, or for damage to property, caused by the animal;
 - (c) the owner shall display a sign, which complies with the criteria prescribed in this Bylaw, on the owner’s property warning of the presence of the animal and shall

continue to display that sign in good condition so long as the animal is present on the property;

- (d) the owner shall have the animal spayed or neutered;
- (e) impose a fine not to exceed the amounts specified in this Bylaw;
- (f) the owner shall deliver the animal to the Pound, an Animal Control Officer or a Peace Officer within such time period as the judge deems appropriate; or
- (g) the owner shall take such other measures as the judge considers appropriate.

The foregoing terms shall be referred to as the “discretionary terms”.

Order for Destruction of Animal

36. Notwithstanding any other provision in this Bylaw, a judge may, in the alternative order that an animal be destroyed and:
- (a) where the animal is not in the custody of the Pound, order that the animal be surrendered and delivered by the owner to the Pound within eight (8) days from the judge’s determination to be destroyed or otherwise disposed of at the owner’s expense and shall give directions with respect to the destruction or other disposition. Until the animal is destroyed or otherwise dealt with according to law, the judge shall impose the mandatory terms set forth above and such discretionary terms as he or she deems appropriate in the circumstances; or
 - (b) where the animal is in the custody of the Pound, order it to be destroyed but stay such order for a period of eight (8) days during which time the animal shall continue to be held at the Pound until either the owner fails to file a notice of appeal to Her Majesty’s Court of Queen’s Bench within the time frames specified herein or having properly filed and served his or her notice of appeal, until such time as the merits of the appeal are determined by Her Majesty’s Court of Queen’s Bench. In all such cases, the owner shall be liable for the continued impound costs of the animal regardless of the outcome of the proceedings.

Permission to Enter Property to Obtain Animal Found Dangerous

37. An Animal Control Officer or Peace Officer enforcing an order of destruction after the time to file a notice of appeal to Her Majesty’s Court of Queen’s Bench has lapsed shall be permitted to enter the property of the owner or any other party who on reasonable and probable grounds is believed to harbour, shelter or house the dangerous animal and take possession or control of the animal and deliver said animal to the Pound for processing.

Factors to Consider with Respect to an Order for Destruction

38. When contemplating an order for destruction, the judge shall consider the following factors:
- (a) the severity and degree of the animal's behaviour;
 - (b) the circumstances which formed the basis for the proceeding;
 - (c) the severity and degree of any physical or psychological harm caused by the animal to another person or animal;
 - (d) the history with respect to the animal including whether the animal has displayed previous aggressive or threatening behaviour or has been the subject of any previous dangerous animal complaints or Bylaw infractions;
 - (e) the ability and means of the owner, other than financial means, to reasonably and practicably exercise control over the animal to safeguard the public from any further actual or potential harm; and,
 - (f) any other relevant facts or information which the judge deems pertinent to his or her disposition.

Notice of Appeal and Time Limits to Appeal

39. Where an owner desires to appeal an order of a judge made pursuant to the dangerous and prohibited animal sections of this Bylaw, he or she shall file a notice of appeal with Her Majesty's Court of Queen's Bench within seven (7) days from the date of the judge's determination and thereafter forthwith provide the Town with a true copy of the filed notice of appeal.

Terms to Continue Pending Appeal

40. Until such time as the merits of any appeal are determined by Her Majesty's Court of Queen's Bench, the mandatory terms and the discretionary terms imposed by the judge shall continue in full force and effect. If the animal is in the custody of the Pound, it shall remain in the custody of the Pound until the merits of the appeal are determined by Her Majesty's Court of Queen's Bench.

Right to Appeal

41. Any party desiring to appeal a determination or order by a judge pursuant to the dangerous animal provisions of this Bylaw shall, within seven days of the determination being appealed from, file a notice of appeal with Her Majesty's Court of Queen's Bench and the provisions of Part XXVII of the *Criminal Code* shall apply with any necessary modifications.

Part VII – Impounding and Destruction of Animals

Right to Seize and Impound Animals

42. An Animal Control Officer, Poundkeeper or Peace Officer shall be permitted to seize, impound and take into custody any animal that is:
 - a. at large;
 - b. on reasonable grounds, believed to be a dangerous or prohibited animal; or
 - c. otherwise in contravention of this Bylaw.
43. The Town may authorize and permit a person to obtain an animal trap from the Town or its designate upon paying the fee and entering into an Agreement in the form and manner indicated at Schedule “F” of this Bylaw.

Right to Enter Property

44. An Animal Control Officer, Poundkeeper or Peace Officer shall be permitted to enter onto any public or private property while in pursuit of an animal to seize, impound or take into custody that animal in accordance with the provisions of this Bylaw.

Right to Use Various Means to Assist with Apprehension of Animal

45. An Animal Control Officer, Poundkeeper or Peace Officer shall be permitted to use all reasonable and appropriate means to apprehend an animal which includes the use of tranquilizers.

Impound Period

46. All animals impounded in the Pound shall be confined and held for a period of at least seventy-two (72) hours from the time of impoundment during which time the owner of the animal shall have the right to reclaim the animal upon paying to the Town the amounts set forth in Schedule “A”.

Release of Animal Upon Payment of Impound and Licence Fees and Provision of Assurances

47. No animal which is impounded shall be released to its owner or to any other person until the appropriate fee is paid and a licence has been purchased for the animal and where the animal is reasonably believed by an Animal Control Officer, Poundkeeper or Peace Officer to be a dangerous or prohibited animal, to provide the Poundkeeper with such assurances or undertakings, in writing, as may be reasonably necessary to prevent a likely continuation or repetition of an offence under this Bylaw pending disposition by a judge of a court of competent jurisdiction.

Duty to Contact Owner on Record

48. If an impounded animal is wearing a valid licence tag valid for the current year, the Town shall by no later than the next business day attempt by telephone, personal

attendance or by registered mail to contact the owner of the animal as shown in its records when the licence was purchased. No liability whatsoever shall attach to the Town by reason of the failure of the owner to be available at the telephone number or address to receive the notification of impoundment.

49. Every owner shall ensure that his or her contact information is current in the records of the Town.

Right to Dispose of Animal after Impound Period

50. If an animal is not reclaimed within the period set out in this Bylaw or if the owner of the animal fails or refuses to comply within this period with the conditions set out in this Bylaw, the Town may dispose of the animal or sell the animal without further notice or obligation to the owner.
51. Any impounded animal which is not claimed within the period set out in this Bylaw may be sold by the Town to any person prepared to pay a sum equal to the base impound fee for use of the Town Pound plus the cost of a licence and any other reasonable charges as set out in the Schedules to this Bylaw, or where the animal is reasonably believed by an Animal Control Officer, Poundkeeper or Peace Officer to be a dangerous or prohibited animal, to humanely destroy the animal.

Duty to Provide for Impounded Animal

52. It shall be the duty of the Poundkeeper to provide each impounded animal with an adequate supply of food and fresh water and adequate heated shelter during its period of confinement.

Duty to Humanely Destroy and Dispose of Animals

53. The Poundkeeper shall ensure that any animal that is destroyed shall be destroyed in a humane manner and its remains disposed of properly and in compliance with all relevant legislation and regulations.

Part VIII – Contraventions, Offences and Prosecutions Pertaining to Animals

General

54. All offences or contraventions shall be prosecuted as summary offences pursuant to *The Summary Offence Procedures Act, 1990* as amended from time to time.
55. All offences or contraventions shall be subject to the fines or penalties set out in Schedule “C” hereto.

Duty to Licence Cats and Dogs

56. No person shall own or keep any cat or dog within the Town unless such cat or dog is licenced as provided in this Bylaw.

Duties of Owner to Provide Necessities of Life

57. No owner shall:
- a. fail to provide adequate food or water to an animal;
 - b. fail to provide adequate medical attention to an animal who is wounded, seriously ill or in unreasonable distress;
 - c. fail to provide the animal with reasonable protection from injurious heat or cold;
 - d. confine an animal to an enclosure or area:
 - i. with inadequate space,
 - ii. with unsanitary conditions,
 - iii. with inadequate ventilation, or
 - iv. without providing an opportunity for exercise, so as to significantly impair the animal's health and wellbeing.

Duty to Prevent Animal at Large

58. No owner of a cat or dog shall permit the cat or dog to be at large.

Onus on Owner with an Animal at Large

59. In a prosecution against an owner for permitting an animal to be at large, once it is established that an animal was at large, the onus is upon the owner to establish to the satisfaction of the Judge that he or she took all reasonable and prudent steps or precautions to reasonably prevent the cat or dog from being at large.

Duty to Not Tether an Animal to a Motor Vehicle

60. No owner shall tether an animal to a motor vehicle that is in operation or motion unless: that motor vehicle is designed for use as a mobility aid for persons with a disability; it is being used for that purpose at the time of the occurrence; and the speed during operation is not excessive so as to cause the cat or dog distress or physical harm.

Duty to Promptly Remove Animal Waste on Public and Private Property

61. No owner shall permit an animal to defecate on any public or private property other than the property of the owner of the animal without promptly removing and disposing of the defecation in a sanitary manner save and except where:
- a. the animal is an assistance dog;
 - b. the owner is disabled; and
 - c. the owner's disability renders the owner physically unable to remove and dispose of the defecation;

and the onus shall be on the owner asserting that he or she is disabled so as to meet the foregoing criteria to exempt himself or herself from this portion of the Bylaw to the satisfaction of the presiding judge.

Duty to Remove Animal Waste from Owner's Property Daily

62. No owner shall permit the accumulation of animal defecation on his or her property and shall remove and dispose of the defecation in a sanitary manner on a daily basis.

Duty to Not Trap or Ensnare Domestic Animals

63. No person shall trap or ensnare a domesticated animal within the Town save and except for the use of Animal Traps which shall be approved and obtained from the Town in accordance with its rules and regulations. A person requesting the Animal Trap shall provide the Town with his or her full name, address, telephone number and other contact information and shall comply with the terms and conditions set by the Town for the use of the Animal Trap including the humane treatment and disposition of the trapped animal until it can be delivered to the Pound.
64. No person who has obtained a Animal Trap from the Town shall use the Animal Trap in a manner inconsistent with the terms and conditions imposed by the Town.

Duty to Prevent Nuisances

65. No owner of an animal shall permit the animal to howl, whine, hiss, yelp, spit or bark so as to create a nuisance and affect or disturb the rest and repose of the neighbours of the owner or to affect the ability of other people to peacefully or quietly enjoy the use of their property at any time of the day. An animal is deemed to be a nuisance if it is howling, whining, hissing, yelping, spitting or barking between the hours of 10:00 p.m. to 6:00 a.m. daily so as to be clearly and distinguishably audible outside the boundaries of the property where the animal is located.

Duty to Provide Information

66. No owner shall knowingly or carelessly provide false information to the Town when applying for a licence for an animal.
67. Any person believed to have contravened this Bylaw and who, upon request by the Town, an Animal Control Officer, or Peace Officer, fails to provide his or her name, address and date of birth and after being advised of the likelihood of prosecution for failing to comply with this request, is guilty of an offence.

Duty to Display Current and Valid Licence on Animal

68. No animal shall be permitted off the property of the owner without wearing a collar and displaying a current and valid licence issued by the Town.

Duty to Leash and Control Animals off Owner's Property

69. No animal shall be taken off the property of its owner without being suitably leashed and under the control of a person capable of restraining the animal. The leash shall be no less than one metre in length and no more than five metres in length and shall have

a fastener at the end of the leash which is clipped or attached to the metal ring on the collar of the animal.

Duty to Not Interfere Parties Acting to Enforce this Bylaw

70. No person shall obstruct, prevent or interfere with an Animal Control Officer, Poundkeeper or Peace Officer who is seizing or impounding or attempting to seize or impound any animal in accordance with the provisions of this Bylaw.

Dangerous Animals Prohibited

71. Any person that owns, keeps, possesses, harbours, or has care or control over a dangerous animal is guilty of an offense.

Duty to Comply with Order

72. Any person who fails to comply with an order against him or her by a judge is guilty of an offense.

Display of Dangerous Animal Signs Prohibited

73. Any person who displays a prescribed sign warning of the presence of a dangerous animal and is not acting in accordance with an order made by a judge or has not first received the written permission of the Town to display said sign is guilty of an offence.

Animal Fighting Prohibited

74. Any person who owns an animal for the purposes of fighting, whether for remuneration or not, or trains, torments, badgers, baits, encourages or commands an animal to make unprovoked attacks on humans or other animals is guilty of an offence.

Failure to Report Rabid Animal

75. Any person who fails to notify the required authorities of an animal who is believed to be rabid within a reasonable period is guilty of a summary offence.

Ban on Prohibited Animals

76. No person shall own, harbour or possess a prohibited animal identified in Schedule “D” of this Bylaw within the municipal limits of the Town.

Absence of Alleged Offender at Court

77. Where an owner or other person alleged to be in contravention of this Bylaw does not appear at the time and place appointed for the hearing after having been notified of that time or place, the judge may proceed *ex parte* to hear and determine the proceedings in the absence of the owner as fully and effectively as if that party had appeared.

Fines Generally

78. Any person who is guilty of an offence pursuant to this Bylaw is liable on summary conviction to a fine of not less than the minimum penalty shown in Schedule “C” and:
- (a) in the case of an individual, not exceeding \$10,000.00 or if in default of payment of the fine, to a term of imprisonment for not more than one year; and
 - (b) in the case of a corporation, not exceeding \$25,000.00, or if in default of payment of the fine, to a term of imprisonment of the directors of the corporation for not more than one year.
79. Any person who is guilty of an offence for which no minimum penalty is prescribed, is liable on summary conviction to a fine of:
- (a) in the case of an individual, not exceeding \$10,000.00 or if in default of payment of the fine, to a term of imprisonment for not more than one year; and
 - (b) in the case of a corporation, not exceeding \$25,000.00, or if in default of payment of the fine, to a term of imprisonment of the directors of the corporation for not more than one year.

Notice of Violation and Warnings

80. The Town, an Animal Control Officer, the Poundkeeper or a Peace Officer may issue a Notice of Violation to any person or owner believed on reasonable grounds to have committed an offence or contravention pursuant to this Bylaw.
81. The Town, an Animal Control Officer, the Poundkeeper or a Peace Officer may, at his or her discretion and where no property damage, nuisance or physical harm has been committed by the animal, issue a warning, caution or demand for compliance to any person or owner believed on reasonable grounds to have possession of an animal who has committed an offence or contravention pursuant to this Bylaw.

Duty to Provide Information

82. A person to whom a Notice of Violation is being issued pursuant to this Bylaw shall, upon request by the person issuing the Notice of Violation, provide their name, address and date of birth to that person.

Contents of Notice of Violation

83. The Notice of Violation shall set forth a basic summary of the alleged offence or contravention, including the minimum fine or penalty sought by the Town as a result of the alleged offence or contravention, and where a voluntary fine payment option is available to the recipient of the Notice of Violation upon acknowledgement of guilt or responsibility for the alleged offence or contravention, it shall set out the time period by which the recipient may make such payment to the Town and whether any reduced fine or penalty shall be accepted by the Town for a timely disposition of the matter.

Prior Contraventions of Animal Control Bylaws

84. For the purposes of determining the prescribed penalty required by this Bylaw, the number of prior offences shall be determined by the number of prior Notices of Violation issued in relation to animal control Bylaws of the Town in the preceding three (3) years of the alleged offence or contravention, with the exception of those which have been cancelled or dismissed by the Court or withdrawn by the Town.

Voluntary Payment to Avoid Prosecution

85. All voluntarily fine payments shall be made to the Town office, 202 Third Avenue West, Biggar, Saskatchewan between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive but excluding statutory holidays.
86. If the Town receives voluntary payment of the prescribed penalty within the time limit specified on the Notice of Violation, the person receiving the Notice of Violation shall not be liable to further prosecution for the alleged contravention.

Right to Present a Defence

87. Nothing in this Bylaw shall be construed to prevent any person from exercising his or her right to defend himself or herself for an alleged contravention of this Bylaw.

Failure to Make Voluntary Payment and Summons to Court

88. If a person to whom a Notice of Violation is issued fails to make voluntary payment to the Town within the time period specified in the Notice of Violation or if the person to whom a Notice of Violation is issued intends to contest or defend the allegation in the Notice of Violation, he or she shall be served with a Summons to appear before a judge to respond and answer the alleged allegation and the procedures of *The Summary Offence Procedures Act, 1990* shall apply.

Part IX – Coming Into Force

Repeal of Bylaws

89. The following Bylaws are hereby repealed upon the Effective Date of this Bylaw:
- Bylaw No. 91-517 is hereby repealed.
- Bylaw No. 99-606 is hereby repealed.
- Bylaw No. 07-683 is hereby repealed.

Effective Date

90. The prohibition against Galliformes (being chickens, turkeys, grouse, quails and pheasants) identified in Schedule D subparagraph 1(r) shall come into force and take

effect on the 1st day of January, 2017 while all other provisions and requirements of this Bylaw shall come into force and take effect on the 6 day of September, 2016.

READINGS

READ a first time this 6 day of September, A.D. 2016.

READ a second time this 6 day of September, A.D. 2016.

READ a third time this 6 day of September, A.D. 2016.

Mayor

(Seal)

Chief Administrative Officer

Schedule “A” – Fees

Licencing

1. Annual licence fees for permitted animals shall be as follows:
 - a. for the first and second cat or dog in each household:

Animal Type	Gender	Spayed/Neutered	Fee
Dog	Male	Neutered	\$15.00
		Unneutered	\$25.00
	Female	Spayed	\$15.00
		Not spayed	\$25.00
Cat	Male	Neutered	\$15.00
		Unneutered	\$25.00
	Female	Spayed	\$15.00
		Not spayed	\$25.00

- b. for the third or more cat or dog in the same household, \$100.00 per cat or dog.
 - c. for registered Kennels who are licenced and permitted breeders of cats or dogs, \$100.00 per site or location.
2. If a dog is trained as an assistance dog and provides guidance, assistance, or support to an individual with special needs, no fee shall be payable for that dog.
3. If an owner requires a replacement licence for a cat or a dog, a fee of \$5.00 for the first occurrence and a fee of \$10.00 for each subsequent occurrence within the same calendar year.
4. No owner, household, property or residence shall be permitted to have more than five cats or dogs, or combination thereof, over the age of four months old.

Impoundment Fees

1. The Town shall be entitled to the following impoundment fees:

Type	Fee
Basic fee (per occurrence)	\$25.00

Plus a further charge for each day (or part thereof) that the animal shall have remained in the Pound during the weekdays of Monday to Friday inclusive but excluding Statutory Holidays	\$10.00
Plus a further charge for each day (or part thereof) that the animal shall have remained in the Pound on a Saturday, Sunday or a Statutory Holiday	\$15.00
Plus a further call back fee for any animal placed in the Pound on a Saturday, Sunday or Statutory Holiday between the hours of 8:30 a.m. and 5:00 p.m.	\$10.00
Plus a further call back fee for any animal placed in the Pound on any day, including Statutory Holidays, between the hours of 5:00 p.m. to 8:30 a.m.	\$20.00

Dangerous Animal Fees

1. Annual dangerous animal licencing fees are as follows:

Type	Fee
If neutered or spayed	\$100.00
If not neutered or spayed	\$200.00

Schedule “B” – Designated Pounds

1. The following entities are designated by the Town as authorized “pounds” for the purposes of The Animal Control Bylaw:
 - (a) The Biggar Veterinary Clinic; and,
 - (b) any detachment of the Royal Canadian Mounted Police.

Schedule “C” – Penalties and Fines for Contraventions

1. The following are the minimum penalties and fines for contraventions of The Animal Control Bylaw:

Offence Description	Offence Number	Amount (see note re: *)
Failure to licence Cat or Dog (section 56)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Failure to provide animal with necessities of life (section 57)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Permitting an animal to be at large (section 58) plus Schedule “A” impound charges	First offence	\$40.00*
	Second offence	\$50.00
	Each subsequent offence	\$60.00
Tethering an animal to a moving motor vehicle (section 60)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Permitting an animal to defecate on public or private property without promptly removing the waste (section 61)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Permitting animal excrement to accumulate on private property (section 62) plus costs of removal if necessary	First offence	\$40.00*
	Each subsequent offence	\$50.00
Trapping or ensnaring animals without authorization or in contravention of Town rules (sections 63 and 64)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Permitting an animal to be a nuisance by barking, howling, etc. (section 65)	First offence	\$40.00*
	Second offence	\$50.00
	Each subsequent offence	\$60.00
Providing false information on an application for a licence (section 66)	All offences	\$60.00
Failing to provide personal information upon request by a party enforcing this Bylaw (section 67)	All offences	\$60.00

Permitting an animal off owner's property without wearing a collar and/or displaying a valid licence tag (section 68)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Failing to properly leash an animal off owner's property (section 69)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Obstructing or interfering with a party acting in enforcement of this Bylaw (section 70)	All offences	\$50.00
Owning, keeping, etc. a dangerous animal (section 71)	First offence	\$100.00
	Each subsequent offence	\$200.00
Failing to comply with a judge's order (section 72)	All offences	\$200.00
Displaying a prescribed sign indicating a dangerous animal (section 73)	First offence	\$40.00*
	Each subsequent offence	\$50.00
Owning an animal for the purposes of fighting or encouraging or inciting an animal to fight (section 74)	All offences	\$200.00
Failure to report a rabid animal (section 75)	All offences	\$50.00
Owning, harbouring or possessing a prohibited animal in the Town (section 76)	All offences	\$250.00
All other offences and contraventions not otherwise specified in this Schedule	All offences	To the penalties described in section 78 of this Bylaw

NOTE: Offences marked with an asterisk (*) shall be reduced by the sum of \$10.00 if paid to the Town within ten (10) days from the date that the Notice of Violation is issued to the recipient.

Schedule “D” – Prohibited Animals

1. The following animals are prohibited within the municipal limits of the Town:
 - (a) all Arachnids dangerous to humans (such as scorpions and tarantulas, except tarantulas of the genera Aphonopelma, Avicularia and Grammostola);
 - (b) all Artiodactylus Ungulates (such as goats, sheep, cattle, pigs and llamas);
 - (c) all Bats;
 - (d) all Canids, except the domestic dog unless it is a purebred or mixed breed member of the following breeds, kinds or types:
 - i. an American Staffordshire Terrier;
 - ii. a Staffordshire Bull Terrier;
 - iii. a Bull Terrier;
 - iv. a Pit Bull Terrier;
 - v. an American Pit Bull Terrier;
 - vi. a Pit Bull;
 - vii. a Rottweiler; or
 - viii. a Bull Mastiff;and which can be identified by a veterinarian licenced to practice in Saskatchewan as a purebred member or mixed breed member of one or more of the above groups;
 - (e) all Crocodylians (such as alligators, crocodiles and caimans);
 - (f) all Edentates (such as anteaters, sloths and armadillos);
 - (g) all Elephants;
 - (h) all Felids, except the domestic cat;
 - (i) all Hyaenas;
 - (j) all Marsupials (such as kangaroos and opossums);
 - (k) all Mustelids (such as skunks, weasels, otters and badgers) except the domestic ferret;
 - (l) all non-human Primates (such as gorillas and monkeys);
 - (m) all Perissodactylus Ungulates (such as horses, donkeys, mules and asses);
 - (n) all Pinnipeds (such as seals, fur seals and walruses);
 - (o) all Procyonids (such as raccoons, coatis and cacomistles);
 - (p) all Raptors, diurnal and nocturnal (such as eagles, hawks and owls);Page 30
 - (q) all Ratite Birds (such as ostriches, rheas, and cassowaries);
 - (r) all Galliformes (such as chickens, turkeys, grouse, quails and pheasants);
 - (s) all Anseriformes (such as ducks and geese);
 - (t) all snakes of the families Pythonidae and Boidae;
 - (u) all Ursids (bears);
 - (v) all venomous Reptiles and Amphibians;
 - (w) all Viverrids (such as mongooses, civets and genets).

Examples of animals of a particular prohibited group are given in parentheses. They are examples only and shall not be construed as limiting the generality of the group.

Schedule “E” – Notice of Violation

**TOWN OF BIGGAR
NOTICE OF VIOLATION**

This official Notice of Violation is issued to you for breach of *The Animal Control Bylaw* (the “Bylaw”) for the Town of Biggar.

You are obligated pursuant to section 65 and 66 of the Bylaw to provide your personal details to the Animal Control Officer, Peace Officer or Town representative issuing you this Notice of Violation. Failure to do so is an offence under section 66 and/or 67 of the Bylaw.

Name of Offender: _____

Address and contact information: _____

Date of Birth (dd/mm/yyyy): _____

You, the Offender, are charged that at or near the Town of Biggar, Saskatchewan on or about the ____ day of _____, A.D. 20____ you breached or contravened The Animal Control Bylaw as follows:

Section	Fine Amount	Section	Fine Amount
56 - failure to licence cat or dog	\$40.00* 1 st offence \$50.00 all other	57 - failure to provide necessities of life	\$40.00* 1 st offence \$50.00 all other
58 - Animal at large	\$40.00* 1 st offence \$50.00 2 nd offence \$60.00 all other	60 - tethering animal to a moving vehicle	\$40.00* 1 st offence \$50.00 all other
61 - failure to remove excrement	\$40.00* 1 st offence \$50.00 all other	62 - accumulation of excrement	\$40.00* 1 st offence \$50.00 all other
63 & 64 - trapping animals	\$40.00* 1 st offence \$50.00 all other	65 - barking, howling, as to be a nuisance	\$40.00* 1 st offence \$50.00 2 nd offence \$60.00 all other
66 - providing false information on application	\$60.00	67 - failing to provide information to Bylaw officer	\$60.00
68 - animal without collar & licence	\$40.00* 1 st offence \$50.00 all other	69 - failing to leash	\$40.00* 1 st offence \$50.00 all other
70 - obstruction during enforcement	\$50.00	71 - Owning dangerous animal	\$100.00
72 - failing to comply with judge’s order	\$200.00	73 - displaying restricted sign	\$40.00* 1 st offence \$50.00 all other
74 – owning a fighting animal	\$200.00	75 – failure to report a rabid animal	\$50.00
76 – owning or possessing a prohibited animal	\$250.00	77 - All other offences (specify):	

If you accept that you are guilty of the offence described in this Notice of Violation, you shall sign the Acknowledgement at the bottom of this Notice of Violation and return same to the Town with payment of the penalty indicated on page one.

Violation, you shall be served with a Summons to appear before a Judge or Justice of the Peace of the Provincial Court for Saskatchewan and shall be entitled to present your case to the presiding Judge or Justice of the Peace.

Upon receipt of payment, the Town shall discontinue any proceedings against you save and except where the violation is alleged to be ownership or possession of a dangerous animal and the Town is seeking a declaration from a court of competent jurisdiction that the animal is dangerous and the owner and/or animal should be subject to the penalties indicated in the Bylaw.

If the offence has an asterisk (*) beside it and it is your first offence, upon signing the acknowledgement found below and paying the voluntary fine to the Town within ten (10) days of the date that this ticket is issued, the penalty shall be reduced by the sum of \$10.00.

Payments shall be made to the Town office located at **202 Third Avenue West, Biggar, Saskatchewan** between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive but excluding statutory holidays.

Issued at Biggar, Saskatchewan this ____ day of _____, A.D. 20____.

Animal Control Officer, Peace Officer or
Town Representative

Voluntary Acknowledgement of Responsibility

I, _____, the Offender identified in this Notice of Violation, do hereby acknowledge that I am guilty and responsible for the above described offence as indicated in this Notice of Violation and voluntarily pay the prescribed fine amount.

Dated at _____, Saskatchewan this ____ day of _____, A.D. 20____.

Offender (*signature*)

Schedule "F"

TOWN OF BIGGAR Animal Trap Agreement

DISCLAIMER: The Town of Biggar (the "Town") reserves the right to revoke this Agreement or refuse to provide an Animal Trap to any party it believes would fail to use it in a humane manner or would use it in a manner which likely contravenes the provisions of *The Animal Control Bylaw*.

The purpose of this Agreement is to assist property owners and residents of the Town of Biggar to facilitate the humane capture and removal of nuisance animals from their households, yards and property in circumstances where the timely arrival and attendance of an Animal Control Officer or Bylaw Enforcement Officer cannot be guaranteed.

In consideration of the payment of \$50.00 by the Applicant, to be held as a deposit by the Town until the Animal Trap is returned to the Town in the condition it was provided to the Applicant, reasonable wear and tear excepted, the Town shall provide one Animal Trap to the Applicant which shall be returned to the Town no later than seven days from the date of this Agreement.

The Applicant expressly agrees to the following terms of use with respect to the use of the Animal Trap and the seizure, impounding, care and transfer of the impounded animal to an Animal Control Officer, a Bylaw Enforcement Officer, or the Town Foreman:

1. The Applicant agrees that he or she shall ensure that the trap is set up and used in areas that are shaded from direct exposure to the sun and is sheltered from the elements such as wind and rain.
2. The Applicant agrees to personally inspect or check the Animal Trap for animals no less than every four (4) hours if the temperature is between 5 degrees and 30 degrees Celsius, and no less than every two (2) hours if the temperature is outside of that range, and if the temperature is above 30 degrees Celsius or below -10 degrees Celsius to discontinue use of the Animal Trap.
3. The Applicant shall not use the Animal Trap during the following periods of time:
 - a. from 7:00 p.m. Friday to 7:00 p.m. Sunday, inclusive;
 - b. from 7:00 p.m. the day preceding a Statutory Holiday to 7:00 p.m. of the day of the Statutory Holiday; and
 - c. from 10:00 p.m. to 6:00 a.m. daily unless with the prior express permission of an Animal Control Officer, a Bylaw Enforcement Officer, or the Town Foreman.
4. The Applicant shall promptly notify an Animal Control Officer, a Bylaw Enforcement Officer, or the Town Foreman of any animal secured or trapped in the Animal Trap including the location of the Animal Trap, the type of animal secured or trapped and the animal's physical condition, if known. If there is no response within two (2) hours by an Animal Control Officer, a Bylaw Enforcement Officer, or the Town Foreman, the Applicant will contact the Town Office at (306) 948-3317, if open, to make arrangements for the transfer and removal of the animal.
5. Provided that the secured or trapped animal is not a threat to the safety or wellbeing of the Applicant, the Applicant shall transfer the Animal Trap and the animal to an area that is not exposed to the elements and is unlikely to unduly stress the animal until it is retrieved by an Animal Control Officer, a Bylaw Enforcement Officer, or the Town Foreman.
6. The Applicant shall ensure that the animal is provided with the necessities of life until it can be retrieved by an Animal Control Officer, Bylaw Enforcement Officer or Town Foreman, particularly if the animal appears to be domesticated or bears a licence tag or collar.
7. The Applicant is only permitted to set the Animal Trap on his or her own property or lands.
8. The Applicant is solely responsible for any damage, harm or injury caused to any person or animal that comes into contact with the Animal Trap due to its use or misuse and shall indemnify and save harmless the Town for all actions, causes of action,

claims, suits, demands or debts which the Town sustains, incurs or is liable as a result of the Applicant's acts or omissions with respect to the use or misuse of the Animal Trap.

9. The Applicant understands that nothing in this Agreement makes it an employee, servant, or agent of the Town and the provision of the Animal Trap is solely for the benefit of the Applicant.
10. The Applicant understands that he or she may be subject to prosecution under the provisions of *The Animal Control Bylaw* if he or she acts in contravention of its provisions, including failing to
11. The Applicant understands that if the Animal Trap is damaged while in the care and possession of the Applicant, the Town shall be permitted to deduct and retain such money from the deposit as needed to repair, if possible, the Animal Trap, or if it cannot be repaired, then replaced with an Animal Trap of similar quality and size.

DATED at Biggar, Saskatchewan this ____ day of _____, A.D. 20__.

I, _____ (the "Applicant") have read the above terms and conditions and agree to same as a condition to use of the Animal Trap.

Applicant's Name (print above)

Applicant's Signature (above)

Contact Numbers (residence/cell):

Address & Location of Trap:

Type of Animal Trying to Secure: _____ Expected Return Date: _____

Bylaw Enforcement Officer/ Town Foreman

Contact Number for assistance:

Actual Return Date: _____

Deposit Amount Returned: _____