

Town of Norman Wells

Bylaw No. 10-23

BEING A BYLAW OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE CONTROL, LICENSING AND PROTECTION OF COMPANION ANIMALS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, R.S.N.W.T. 1988, S. 115 & 116

WHEREAS it is desirable to provide for the regulation, control, licensing and prevention of cruelty to Companion Animals;

NOW, THEREFORE, the Council for the Town of Norman Wells, in a meeting duly assembled, enacts as follows:

SHORT TITLE

1. This By-law may be cited as the **Companion Animal Control By-law**.

INTERPRETATION

2. In this By-law:

At Large	means not under the immediate physical control of a competent and responsible person, and: a. off the property of its owner; or b. upon any highway, thoroughfare, street, road, trail, avenue, lane, alley, square, sidewalk, park or any other public place; or
Cat	means any male or female cat.
Companion Animal	means any dog or cat.
Confined	means to restrict to a particular place or structure so as not to be a nuisance.
Council	means the Council of the Town of Norman Wells.
Dangerous Dog	means any dog whether on public or private property which: a. has shown the disposition or tendency to be threatening or aggressive; or b. has chased, injured, bitten or attacked any human or other domestic animal; or c. has been attack trained; and which, in the opinion of a Justice, presents a threat of serious harm to humans or other domestic animals.
Dog	means a male or female dog and includes an animal that is a cross between a wolf and a dog.
Domestic Animal	means any animal, fish, bird or reptile kept by an owner.

Kennel	means a structure sufficient to contain a domestic animal; or an establishment for breeding and/or boarding of dogs.
Hobby License	means a license issued by the Town to an Owner for the keeping of more than four dogs where the owner is not in possession of a valid business license for the keeping of the dogs for a business
Impound	means to seize a dog or cat under the provisions in this bylaw.
Muzzle	means to secure the mouth of a dog in such a fashion that it cannot bite anything.
Neutered	means rendered sexually sterile
Private Property	means property that is or has been: a) Registered in the name of the owner, b) Purchased under an agreement for sale, c) Leased from the Government of Canada, d) Leased from the Government of the Northwest Territories, e) Liable to pay taxes pursuant to the Property Assessment and Taxation Act with respect to land occupied by the owner.
Officer	means the Animal Control Officer, Bylaw Enforcement Officer, a member of the RCMP or a person officially appointed by the Town Council and directed by the Town Manager to carry out the provisions of the bylaw.
Owner	means any person, partnership, association or corporation: a. owning, possessing or having charge of or control over any domestic animal either temporarily or permanently; or b. harboring any domestic animal; or c. suffering or permitting any domestic animal to remain about the owner's house or premises.
Pound	means the place of confinement for dogs and cats as may from time to time be designated by Council by resolution.
Town	means the Town of Norman Wells.
Town Manager	means the Senior Administrative Officer of the Town or his or her designate.
Unsanitary Conditions	means the accumulation of feces
Working Day	means any calendar day or portion thereof when a domestic animal is kept and cared for in the Pound.

COMPANION ANIMAL LICENSES

3. No person shall own a Companion Animal within the Town unless such animal is licensed in accordance with the provisions of this Bylaw.
4. Every owner of each Companion Animal owned thereof shall:
 - a. apply to the Town for an annual Companion Animal license for the current year:
 - i. on or before January 31st, where the Companion Animal shall have attained the age of eight weeks on or before December 31st of the previous year; or
 - ii. on or before the last day of the month following the month in which the Companion Animal shall have attained the age of eight weeks,
 - b. pay a license fee as set out in Schedule "A" attached to this bylaw and that said license expire on December 31st of the year in which it was issued.
 - c. produce or provide the following information and documents:
 - i. his or her name, municipal address and mailing address;
 - ii. name and description of the Companion Animal to be licensed;
 - iii. proof of current rabies vaccination; and
 - iv. spay / neuter certificate or declaration if applicable to license.
5. Where application is made for a Companion Animal license in accordance with Section 4 and the appropriate fee is paid, the Town shall issue a numbered Companion Animal license tag for the current year and shall record in the ledger retained for that purpose the number of the tag and the description and details of the Companion Animal and owner.

HOBBY LICENSES

6. In order to keep more than four dogs on his or her property, the Owner:
 - a. shall apply to the Town for a Hobby License which shall be approved or denied by the Town Manager or his designate;
 - b. shall pay the prescribed fees for the Hobby License;
 - c. shall pay the prescribed Companion Animal License for each dog kept; and
 - d. shall apply for or renew the Hobby License and Companion Animal Licenses pursuant to Section 4 of this Bylaw.

LICENSING CONDITIONS

7. Where a Companion Animal license tag is lost or stolen, the Town may issue a replacement tag upon being satisfied of the loss or theft and upon payment of the sum prescribed in Schedule "A" for each replacement tag so issued.
8. Any person who is visually impaired, or otherwise physically challenged, and requires the assistance of a guide dog shall, upon application, be issued a license tag for such dog without payment of fees.

9. No refund of the license fee or of any portion thereof shall be made where death, disposal or removal of the Companion Animal from the Town has occurred before the expiration of the license period.
10. Companion Animal licenses issued shall not be transferable from one companion animal to another.
11. Every Companion Animal owner shall ensure that the Companion Animal license tag is worn by the Companion Animal to which the license tag applies.
12. In any prosecution of the proceedings arising from a contravention of this section, the burden of proof of age shall rest upon the owner.

GENERAL PROHIBITIONS

13. The owner of a dog or other domestic animal shall ensure that such dog or domestic animal shall not:
 - a. be at large
 - b. bark, howl or otherwise disturb any person;
 - c. enter upon any park, playground or other public place where signs erected by the Town restrict or prohibit such entry.
 - d. have an expired rabies vaccination certificate; or
 - e. bite any person whether on the property of the owner or not;
 - f. chase or otherwise threaten a person or persons whether on the property of the owner or not, unless the person chased or threatened is a trespasser on the property of the owner;
 - g. bite or chase bicycles or motor vehicles;
 - h. be left unattended in any motor vehicle unless the dog is restricted so as to prevent access to persons and that such method of restriction provides for suitable ventilation for the dog;
14. If a dog defecates on any public or private property other than the property of its owner, the owner shall cause such defecation to be removed immediately.
15. No person shall run a dog or dogs in harness so as to obstruct traffic or pedestrians.
16. No person shall cause unnecessary suffering to a dog by neglect or deprivation nor shall any person punish or abuse a dog in a manner or to an extent that is cruel or unnecessary.

OBSTRUCTION

17. No person shall:

- a. untie, loosen or otherwise free a dog which has been tied or otherwise restrained, unless such dog is under obvious threat to life or limb; or
 - b. 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 the dog to run at large in the Town.
18. No person shall:
- a. interfere, obstruct or attempt to obstruct an Officer lawfully engaged in the pursuit or seizure of a dog at large;
 - b. unlock, unlatch or otherwise open the vessel in which dogs seized by an Officer have been or are being placed;
 - c. remove or attempt to remove a dog from the Pound except in accordance with the provisions of this bylaw;
 - d. close or unlock, unlatch or otherwise open to remove or attempt to remove a dog from a live capture cage placed by an Officer.

DANGEROUS DOGS

- 19.
- a. On complaint made on oath before a Justice of the Peace that a dog has pursued, attacked or injured any person, or shown the disposition or tendency to be threatening or aggressive, the Justice may issue a Summons directed to the owner of such dog requiring the owner to appear before the Justice at a time and place therein stated to answer such complaint.
 - b. On the evidence of one or more witnesses which may include the "Officer" other than the complainant, the Justice of the Peace, may upon conviction:
 - i. make an order in a summary way declaring the dog to be dangerous; and either,
 - a. make an order for the destruction of such dog within three (3) days; or
 - b. make an order for the removal from the community of such dog within three (3) days; or
 - c. impose a penalty on the owner of such dog as set out in this bylaw.
20. No order made or penalty imposed pursuant to Section 19 shall bar any person from bringing an action for the recovery of damages for loss or damage to any property or injury to any person caused by a dog.

DANGEROUS DOG OWNER RESPONSIBILITIES

21. The owner of a Dangerous Dog shall ensure that:
- a. when such dog is on the property of the owner

- i. either such dog is confined indoors and under the control of person over the age of eighteen (18) years; or
 - ii. when such a dog is outdoors it is in a locked pen or other structure, constructed to prevent the escape of the Dangerous Dog and capable of preventing the entry of any person not in control of the dog; or
 - iii. such dog is kept as if the provisions of Section 21.d. applied to such dog while on the property of the owner.
- b. the structure where such dog is kept shall meet the following criteria:
- i. the locked pen or other structure shall have secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded in the ground to a minimum depth of thirty (30) centimetres.
 - ii. the locked pen or other structure shall provide the Dangerous Dog with shelter from the elements and be of the minimum dimensions of one and one-half (1.5) metres by three (3) metres and be a minimum one and one-half (1.5) metres in height.
 - iii. the locked pen or other structure shall not be within one (1) metre of the property line or within five (5) metres of a neighbouring dwelling unit.
- c. a sign is displayed, at each entrance to the property and building in which the Dangerous Dog is kept, which is to provide a warning in writing, as well as with a symbol, that there is a Dangerous Dog on the property and the signs shall be visible and legible from the nearest road or thoroughfare;
- d. at all times, when off the property of the owner, such dog is securely
- i. muzzled; and
 - ii. harnessed or leashed on a lead of which the length shall not exceed one (1) metre in a manner that prevents it from chasing, injuring or biting any person or other domestic animal; and
 - iii. under the control of a person over the age of eighteen (18) years.
- e. such dog is not at large.

22. The owner of a Dangerous Dog shall:
- a. be over the age of eighteen (18) years;
 - b. obtain a Dangerous Dog license pursuant to the provision of this Bylaw on the first day on which the Town Office is open for business after the dog has been declared Dangerous; or
 - c. obtain a license on the first day on which the Town Office is open for business after he becomes the owner of the Dangerous Dog;
 - d. obtain a current year Dangerous Dog license between the 1st and 31st day of January for each year;
 - e. notify the Town should the Dangerous Dog be sold, gifted or transferred to another person or die;
 - f. remain liable for the actions of the Dangerous Dog until formal notification of sale, gift or transfer is given to the Town;
 - g. notify the Town if the Dangerous Dog is running at large;
22. The owner of the Dangerous Dog shall maintain in force a policy of liability insurance, satisfactory to the Town and in the amount of at least five hundred thousand dollars.
23. If the owner of a Dangerous Dog is unwilling or unable to comply with the requirements in this section, such dog shall be destroyed. Any dog that has been designated as Dangerous under this Bylaw and that has been seized and held at the Pound, may not be offered for adoption by the Town.

SEIZURE AND IMPOUNDMENT

- 24.
- a. An officer may take whatever actions are appropriate to seize a dog found at large and may deliver such dog to the Pound for impoundment.
 - b. Any person may seize a dog found at large and deliver such dog to an Officer, who upon being satisfied that the dog was at large, may deliver such dog to the Pound for impoundment.
 - c. An officer may seize a Companion Animal tied, confined or otherwise restrained for more than a reasonable period of time without humane or proper care. Such seizure shall only be with the authorization of the Town Manager. Humane or proper care may include:
 - i. being restrained by a chain or tether of three (3) metres or more;
 - ii. appropriate shelter from the elements;
 - iii. being in sanitary conditions;
 - iv. adequate clean food and water;
 - v. as well as appropriate health care and the ability to exercise.

**RELEASE OR DESTRUCTION OF IMPOUNDED
COMPANION ANIMAL**

25. Where a Companion Animal has been impounded, the owner thereof has three (3) working days to claim the Companion Animal and the Companion Animal shall be released to the owner subject to the provisions of this Bylaw when:
 - a. all penalties and pound fees have been paid; and
 - b. a valid Companion Animal license has been obtained for such Companion Animal.
26. Where an impounded Companion Animal is not claimed within three (3) working days:
 - a. such Companion Animal may be adopted upon payment of an adoption fee and the purchase of a Companion Animal License; or
 - b. such Companion Animal may be destroyed upon authorization by the Town Manager or his designate.
 - c. If the Companion Animal is to be destroyed, reasonable steps shall be taken to notify the Companion Animal's owner if known.
 - d. In all cases, payment of the pound fees and all fines shall remain the responsibility of the original owner.
27. Requirements to destroy Companion Animal:
 - a. In the event that the Officer is required to destroy a Companion Animal under the provisions of this bylaw, authorization shall be received from the Town Manager or his designate for each Companion Animal.
 - b. Any owner of a Companion Animal requesting the Officer destroy their animal other than for age, injury, for humane reasons or for safety, shall be assessed a fee according to Schedule "A" of this Bylaw.
28. Penalties shall be paid to the Town in respect of a Companion Animal seized in accordance with those sums prescribed and set out in Schedule "A" to this Bylaw.
29. The Town or its employees acting in the line of duty shall not be liable for the destruction, or injury to any Companion Animal as a result of the provisions of this Bylaw.

COMMUNICABLE DISEASES

30. Any Companion Animal that has attacked, injured or bitten any person or any Companion Animal that exhibits other possible signs of rabies, shall be suspected of having rabies. Such incidents shall be reported to the Environmental Health Officer of the Inuvik Regional Health Board or other appropriate authority.

31. The owner of a Companion Animal suspected of having rabies shall:
 - a. confine or isolate the Companion Animal, in such a manner as prescribed so as to prevent further possible spread of the disease; and
 - b. keep the Companion Animal confined for not less than ten (10) days at the cost of the owner.
31. After the ten (10) day quarantine, if the Companion Animal is found to be rabid it shall be destroyed.
32. Where an impounded Companion Animal is found to show severe signs of canine distemper, hepatitis, or parvo virus, including depression, dehydration, loss of appetite, vomiting and diarrhea with or without blood, the Officer shall have the authority to destroy the Companion Animal in accordance with Subsections 26.c. and 27.a.

OTHER PROVISIONS

33. A person may use such force as is necessary to prevent injury to any person being attacked by a Companion Animal.
34. An Officer may destroy a Companion Animal that is in the act of pursuing, attacking or injuring a person.
35. Companion Animals kept out of doors, either tethered or kenneled, must be within the owners private property, in such a manner as not to create a nuisance to other residents and in such a manner as to not impede utility and maintenance workers.

PENALTIES AND OFFENCES

36. Any person violating any provision of this bylaw is guilty of an offence and is liable upon Summary Conviction to a fine not exceeding:
 - a. two thousand (\$2,000.00) dollars for an individual;
 - b. ten thousand (\$10,000.00) dollars for a corporation; or
 - c. imprisonment for the statutory default time provided for under the Summary Convictions Procedures Act, NWT, in default of payment of a fine.
37. Pursuant to Section 36 of this Bylaw, an Officer may issue a Summary Offence Ticket Information in the form prescribed by the Summary Convictions Procedures Act and Regulations, to any person who violates any provision of this Bylaw and such person may in lieu of prosecution, pay the Town a voluntary penalty in an amount prescribed in Schedule "A" **Section 6** to this Bylaw prior to the Court date specified on the ticket.
38. By- Law 03-11 is hereby repealed.

EFFECT

39. This Bylaw shall come into effect upon receiving Third Reading and otherwise meets the requirements of the Cities, Towns and Villages Act as may be amended from time to time.

Read a first time this 13th day of July A.D. 2010

Mayor

Senior Administrative Officer

Read a second time this 13th day of July A.D.2010

Mayor

Senior Administrative Officer

Read a third time and finally passed this 24th day of August A.D. 2010

Mayor

Senior Administrative Officer

It is hereby certified that this By-Law No.10-12 has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

Town Manager / S.A.O.

SCHEDULE "A"

1. **License Fees:**

1. Payable pursuant to Section 4:
 - a. each neutered dog \$10.00
 - b. each dog that is not neutered \$20.00
 - c. where a dog is kept under a Hobby License pursuant to Section 6, the fee for each dog shall be: \$5.00
 - d. each cat \$10.00
2. Each dangerous dog, payable pursuant to Section 22 \$100.00
3. Hobby License payable pursuant to Section 6: \$50.00
4. Replacement tag payable pursuant to Section 7: \$5.00

2. **Adoption Fee**

Any companion animal seized under the provisions of this Bylaw may be adopted and that an adoption fee in the amount of \$25.00 shall be payable to the Town.

3. **Impoundment:**

Pound fees shall be payable for each day or portion thereof for impoundment, including the day of seizure for each dog impounded, in the sum of \$25.00 per day.

4. **Payable pursuant to section 3:**

Fine pursuant to Section 3: Any owner cited with an unlicensed animal companion will be fined \$50.00 and will be required to purchase a license within 5 business days; failure to purchase a license within this time frame, following the first violation(s), will result in a \$100.00 fine;

5. Payable pursuant to section 25:

- a. the sum of **\$250.00** for the first instance in which a dog is seized under this By-Law except where such dog is wearing a current year Companion Animal license tag, in which case the sum shall be **\$200.00**.
- b. the sum of **\$500.00** for the second instance within the same twelve month period in which the dog is seized under this Bylaw; and,
- c. the sum of **\$1,000.00** for the third and each subsequent instance within the same twelve month period in which the dog is seized under this Bylaw.

6. Summary Offence Ticket Information Penalties:

- A. If paid prior to the Court date specified on the ticket:
 1. For a first offence: **\$250.00**
 2. For a first offence where the subject dog is wearing a

	current year Companion Animal license tag:	\$200.00
3.	For a second offence within the same twelve-month period:	\$500.00
4.	For any subsequent offence within the same twelve-month period:	\$1,000.00
5.	Dangerous Dog Penalties	
A.	Fail to comply with the general provisions and Sections 21, 22 and 23 of this Bylaw if paid prior to the Court date specified on the ticket:	
1.	For a first offence:	\$250.00
2.	For a second offence within the same twelve month period:	\$500.00
3.	For any subsequent offence within the same twelve-month period:	\$750.00
B.	Offence under Section 13.e. for a dangerous dog:	
1.	For a first offence:	\$500.00
2.	For a second offence within the same twelve-month period:	\$1000.00
3.	For subsequent offences within the same twelve-month period:	\$1500.00
6.	Request to Destroy Companion Animal:	
A.	Pursuant to Section 27.b:	
1.	For the first time:	\$100.00
2.	For the second time within the same twelve-month period:	\$300.00
3.	For subsequent times within the same twelve-month period:	\$500.00