
A BYLAW FOR THE VILLAGE OF BRETON TO PROVIDE FOR THE LICENCING, REGULATION, CONFINEMENT AND CONTROL OF ANIMALS.

WHEREAS the Municipal Government Act, M-26, 2020 and amendments thereto, Section 7(h) provides that a council may pass bylaws respecting wild and domestic animals and activities in relation to them,

WHEREAS, the Council of the Village of Breton deems it necessary to provide for the licencing, regulation and confinement of animals,

WHEREAS the Council of the Village of Breton deems it necessary to provide for the regulation of livestock.

NOW THEREFORE, the Council of the Village of Breton, duly assembled, hereby enacts as follows:

1. Title

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

2. Definitions

In this Bylaw, unless the context otherwise requires, the word, term or expressions:

- 2.1. "Altered" means neutered or spayed;
- 2.2. "Animal Control Officer" means a person employed under a contract with the Village to enforce the provisions of this Bylaw;
- 2.3. "Aggressive Dog" means any Dog that:
 - 2.3.1. has been designated an Aggressive Dog by a Justice;
 - 2.3.2. has been made the subject of an Order under the Dangerous Dog Act;
- 2.4. "Assistance Dog" means any professionally trained Dog, including a guide, hearing or service dog, that works in partnership with a disabled person to increase his or her independence, safety and mobility;
- 2.5. "Cat" means either male or female of the feline family;
- 2.6. "Contractor" means a person employed or under contract by the Village to provide and maintain and administer an impound facility for Animals;
- 2.7. "Dog" means any male or female of the canine family;
- 2.8. "Hen" for the purpose of this bylaw shall mean a female chicken
- 2.9. "Pullet" a female chicken less than 1 year old.

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- 2.10. "Henhouse" a structure that houses hens at night and includes a secure place for hens to lay eggs and eat.
- 2.11. "Coop" a structure comprised of a henhouse and a run.
- 2.12. "Former Owner" means the person at the time of impoundment who was the Owner of an Animal which has been subsequently sold or destroyed;
- 2.13. "Justice" has the meaning as defined in the Provincial Offences and Procedure Act, R.S.A. 2000, Chapter P-34 and amendments thereto;
- 2.14. "Kennel" includes a house, shelter, room or place located on a properly zoned area according to the Village's Land Use Bylaw where more than three (3) Dogs and/or three (3) Cats of whatever age or sex are kept or boarded, but does not include commercial premises used for the care and treatment of animals, operated by a duly qualified veterinarian;
- 2.15. "Leash" means a restraint that is less than two meters in length and made of material capable of restraining the Animal or Aggressive Dog on which it is being used;
- 2.16. "Licence" means a numbered licence issued by the Village to an Owner upon payment of the required fee for each Animal or Aggressive Dog they own, and which is assigned a number recorded by the Village;
- 2.17. "Livestock" includes, but is not limited to:
- 2.17.1. a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat,
 - 2.17.2. domestically reared or kept deer, reindeer, moose, elk, or bison,
 - 2.17.3. farm bred fur bearing Animals including foxes, weasels, or mink,
 - 2.17.4. Animals of the bovine species,
 - 2.17.5. Animals of the avian species including turkeys, ducks, geese, or pheasants, and
 - 2.17.6. all other Animals that are kept for agricultural purposes, and does not include cats, dogs, hens or other domesticated household pets;
- 2.18. "Minor Injury" means any physical injury to a domestic animal or a person, caused by an Animal or Aggressive Dog, that results in bruising, bleeding, tearing of skin or any other injury that is not life threatening, disfiguring or debilitating;
- 2.19. "Municipal Ticket" means a municipal ticket issued on behalf of the Village for a violation under this Bylaw;
- 2.20. "Muzzle" means a device of sufficient strength placed over an Animal's or Aggressive Dog's mouth to prevent it from biting;
- 2.21. "Officer" includes an Animal Control Officer, a Bylaw Enforcement Officer, a Peace Officer or a Member of the Royal Canadian Mounted Police;

- 2.22. "Off Leash Area" shall mean an area designated by the Village where an Animal is not required to be controlled by a Leash;
- 2.23. "Owner" includes any person, partnership, association, or corporation:
- 2.23.1. owning, possessing, having charge of, or control over, any Animal;
 - 2.23.2. harboring any Animal;
 - 2.23.3. suffering or permitting any Animal to remain about his or her house or premises; and
 - 2.23.4. any person to whom a Licence has been issued under this Bylaw.
- Every person defined as an Owner herein is responsible for the Animal.
- 2.24. "Park" or "Parkland" means any recreational land owned or controlled by the Village lying within Village limits, and includes all lands used for picnic grounds, campgrounds, playing fields, natural areas, neighborhood beautification areas, or any other public open space, or publicly maintained area administered by the Village Parks Department, and school grounds and playgrounds whether or not the management or control of such areas or facilities has been delegated to another body and includes all buildings or other improvements situated on these areas;
- 2.25. "Running at Large" shall mean any Animal off the premises of the Owner and not on a Leash held by a person able to control the Animal or that isn't contained;
- 2.26. "Severe Injury" means any physical injury to a domestic animal or a person caused by an Animal or Aggressive Dog that results in broken bones or lacerations requiring sutures or cosmetic surgery;
- 2.27. "Tag" means a metal, or other, numbered tag issued by the Village to an Owner for each Animal or Aggressive Dog they own, for which the fee has been paid and the number is recorded to the Owner's name;
- 2.28. "Threatening behavior" means behavior that creates a reasonable apprehension of a threat of harm and may include growling, lunging, snarling, charging or chasing;
- 2.29. "Unaltered" means not neutered or spayed;

3. Licencing Provisions and Offences for an Animal and an Aggressive Dog

- 3.1. Every person, who owns, keeps or harbors an Altered or Unaltered Animal or an Altered or Unaltered Aggressive Dog, which is three (3) months of age or older shall pay to the Village of Breton a licence fee as set out in Bylaw No. 13-03 the Fees and Charges Bylaw, as amended from time to time.
- 3.2. The owner of an unaltered dog shall annually apply to the Village for a licence by completing an application for licence as set out in Schedule "C" and shall pay the fee as set out in the Fees and Charges Bylaw.
- 3.3. Where during the current licence year an owner of a dog produces a veterinary certificate certifying that such dog has been altered the owner shall be entitled to without fee or refund a life time licence.

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- 3.4. The owner of an altered dog shall apply to the Village for a lifetime licence by completing an application for dog licence as set out in Schedule "C" and shall pay the fee as set out in the Fees and Charges Bylaw.
 - 3.5. A dog shall not be licenced as an altered animal unless the owner provides a veterinary certificate or other form of confirmation satisfactory to the Animal Control Officer that such dog is altered.
 - 3.6. Upon payment of the prescribed fee and provision of the information required, the Village shall issue the owner of a dog a tag for:
 - 3.6.1. An unaltered dog a tag with the year of issue and a number stamped thereon; or
 - 3.6.2. An altered dog a tag with a number stamped thereon.
 - 3.7. Where a Licence is required, and has been paid for by the tender of an uncertified cheque, the Licence is automatically revoked if the cheque is not accepted and cashed by the bank on which it was issued.
 - 3.8. The Licence shall be securely attached to a collar, which shall be worn by the Animal or Aggressive Dog for which it is issued at all times.
 - 3.9. If a Licence is lost or destroyed, the Owner shall apply for a replacement, which shall be issued upon payment of the specified fee as set out in the Fees and Charges Bylaw.
 - 3.10. A Licence is not transferable, and no refund will be made for any issued Licence.
 - 3.11. Every person who fails to purchase a Licence, for any Animal or Aggressive Dog that they are or become the owner of, shall be guilty of an offence and subject to the penalties provided for in this Bylaw.
 - 3.12. The Owner of an Animal or Aggressive Dog must provide written confirmation from a licenced Veterinarian that the Animal or Aggressive Dog being registered as an altered animal.
 - 3.13. The Owner of an Assistance Dog will be issued a Licence free of charge.

4. Licencing Requirements Applicable Only to Aggressive Dogs

- 4.1. The Owner of a Dog that has been designated as an Aggressive Dog shall apply for an Aggressive Dog Licence immediately upon becoming the Owner of an Aggressive Dog or within seven (7) days after the Dog has been designated as aggressive, whichever occurs first.
- 4.2. An Aggressive Dog Licence shall be issued to the Owner of an Aggressive Dog provided that the Owner has:
 - 4.2.1. completed a Licence application in the form specified by the Village; and
 - 4.2.2. paid the specified fee; and
 - 4.2.3. supplied proof satisfactory to the Village that the Owner has a locked pen or enclosure capable of preventing the entry of any person except the Owner.

5. Urban Hens Program Ownership Requirements

- 5.1. A person must not keep hens unless registered in the Urban Hen Program.
 - 5.1.1. An applicant in the Urban Hen Program must be 18 years of age or older.
 - 5.1.2. An applicant must read and adhere to SCHEDULE E Urban Hens Program – Requirements and Best Practices attached to this Bylaw.
 - 5.1.3. An application, including the first annual licensing fee, must be submitted and approved by the Village. Application form, SCHEDULE F attached to this Bylaw.
 - 5.1.4. Urban Hen licensing fees are annually renewable and must be paid by January 31th of each year. Late registrations after January 30 with result in a \$5.00 late payment fee.

- 5.2. The Owner of an Animal is guilty of an offence if the Animal:
 - 5.2.1. If a complaint is registered with the Village or Municipal Enforcement, an officer may attend the residence of a participant at their own discretion; an appointment will not be required.;
 - 5.2.2. Participants must not exceed the keeping of four (4) hens.
 - 5.2.3. Participants must keep the coop in good repair and in a sanitary condition.
 - 5.2.4. Proper care and feeding practices must be followed to ensure the well-being of the hens.
 - 5.2.5. Keeping hens when not registered in the program is prohibited
 - 5.2.6. Participants must keep hens for personal use only. The selling of eggs, manure, meat or other products derived from the hens is prohibited.
 - 5.2.7. The slaughter, or attempt to euthanize of hens, except by a veterinarian, within Village limits is prohibited.
 - 5.2.8. Hens must not be permitted to run at large
 - 5.2.9. If a complaint is registered with the Village Enforcement, an officer may attend the residence of a participant at their own discretion; an appointment will not be required.

6. Animal Control Provisions

- 6.1. The Owner of an Animal is guilty of an offence if the Animal:
 - 6.1.1. is Running at Large;
 - 6.1.2. is on Park or Parkland where Animals are prohibited or where the Park or Parkland area contains playground apparatus and/or a sand and rubber play area;
 - 6.1.3. destroys or damages any public or private property;

- 6.2. The Owner of a female Animal is guilty of an offence if he or she does not keep such Animal housed and confined during the whole period it is in heat.

- 6.3. The Owner of a Dog or Aggressive Dog is guilty of an offence if such Dog barks or howls so as to disturb a person;

- 6.4. The Owner of a Dog or Aggressive Dog is guilty of an offence if the Dog defecates on any public or private property not owned or occupied by the Owner and the Owner fails to immediately remove the defecation.

- 6.5. Any person who owns or occupies a dwelling unit as defined by the Land Use Bylaw, is guilty of an offence if he or she has more than two (2) Dogs on any land which contains, or is permitted under

the Land Use Bylaw to contain, a dwelling unit.

- 6.6. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she allows the defecation of an Animal or Aggressive Dog to accumulate on private property to such an extent that it is reasonably likely to annoy or pose a health risk.
- 6.7. A person is guilty of an offence if such person springs or otherwise tampers with or damages a live trap in which Animals or skunks are to be trapped, or have been trapped, so as to allow any Animal or skunk to escape from the trap.
- 6.8. Any Owner of an Animal in the Village for a period longer than thirty (30) days is required to obtain a licence from the Village unless the Owner is visiting and the Animal is licenced in another municipality.
- 6.9. A person is guilty of an offence if he or she exercises an Animal or Aggressive Dog while he or she is driving in a motor vehicle.
- 6.10. The Owner of an Animal is guilty of an offence if he or she fails to carry a Leash while with an Animal in a designated Off Leash Area.
- 6.11. The Owner of an Animal or Aggressive Dog is guilty of an offence if he or she fails to ensure the Animal or Aggressive Dog wears a collar and Licence when the Animal or Aggressive Dog is off the Owner's premises.
- 6.12. The Owner of an Animal is guilty of an offence if the Animal is in an Off Leash Area and exhibits threatening behavior towards any other domestic animal or a person and the Owner fails to remove the Animal immediately from the Off Leash Area.

7. Offences Applicable Only to Aggressive Dogs

- 7.1. The Owner of an Aggressive Dog is guilty of an offence if:
 - 7.1.1. the Aggressive Dog is not wearing a muzzle, under control and on a Leash held by a person who is capable of controlling the Aggressive Dog at all times when the Aggressive Dog is off the Owner's property;
 - 7.1.2. the Aggressive Dog is on the Owner's property and is not indoors, or if outdoors, is not with and supervised by an adult or is not in a locked pen or enclosure capable of preventing the entry of any person except the Owner of the Aggressive Dog;
 - 7.1.3. within seven (7) days after the Dog has been designated as an Aggressive Dog, the Owner fails to display at each entrance to the Owner's property and on the locked pen or structure in which the Aggressive Dog is confined, clear and visible signs, as specified in the "A" of this Bylaw, a warning of the presence of an Aggressive Dog on the Owner's property;
 - 7.1.4. the Aggressive Dog is in a designated Off Leash Area;
 - 7.1.5. the Aggressive Dog is Running at Large;
 - 7.1.6. the Owner fails to immediately notify the Village and an Animal Control Officer if the Aggressive Dog is Running at Large;
 - 7.1.7. the Owner fails to obtain an Aggressive Dog Licence.

8. Kennels

- 8.1. Kennels are not allowed in residential areas as per the Village of Breton's Land Use Bylaw. For those non-residential Land Use Districts where a Kennel use is permitted, refer to the Land Use Bylaw.

9. Threaten, Attack or Bite Animal Provisions

- 9.1. The Owner of an Animal is guilty of an offence whether on or off the property of the Owner if the Animal:
 - 9.1.1. exhibits Threatening behavior towards a person or other domestic animal;
 - 9.1.2. bites, attacks or causes Minor Injury to a domestic animal;
 - 9.1.3. bites, attacks or causes Minor Injury to a person;
 - 9.1.4. bites, attacks or causes Severe Injury to a domestic animal;
 - 9.1.5. causes death to a domestic animal;
 - 9.1.6. bites, attacks or causes Severe Injury or death to a person.

- 9.2. The Owner of an Aggressive Dog is guilty of an offence whether on or off the property of the Owner if such Aggressive Dog:
 - 9.2.1. exhibits Threatening behavior towards a person or a domestic animal;
 - 9.2.2. bites, attacks or causes Minor Injury to a domestic animal;
 - 9.2.3. bites, attacks or causes Minor Injury to person;
 - 9.2.4. bites, attacks or causes Severe Injury to a domestic animal;
 - 9.2.5. causes death to a domestic animal;
 - 9.2.6. bites, attacks or causes Severe Injury or death to a person.

10. Additional Penalties

- 10.1. A Justice, after convicting an Owner of Dog of an offence under this Bylaw, may, in addition to the fine specified under this Bylaw, order one or more of the following:
 - 10.1.1. the Dog be designated as an Aggressive Dog;
 - 10.1.2. the Dog be euthanized;
 - 10.1.3. the Owner be prohibited from owning any Dog for a specified period of time.

11. Interference with an Officer

- 11.1. Any person, whether or not he is the Owner of an Animal or Aggressive Dog which is being or has been pursued and or captured, is guilty of an offence if he or she:
 - 11.1.1. interferes with, or attempts to obstruct, an Officer who is attempting to capture, or who has captured, any animal;
 - 11.1.2. unlocks or unlatches or otherwise opens the vehicle in which animals captured for impoundment have been placed, so as to allow or attempt to allow any animal to escape therefrom;
 - 11.1.3. removes, or attempts to remove, any animal from the possession of an Officer;
 - 11.1.4. refuses to provide identification (name, address, and date of birth) and proof thereof to an Officer upon request;
 - 11.1.5. provides false or misleading information to an Officer.

12. Impounding Animals

- 12.1. Any Officer or any designated Contractor with the Village may seize and impound:
 - 12.1.1. any Animal or Aggressive Dog Running at Large;
 - 12.1.2. any Animal or Aggressive Dog not wearing a collar or Licence while off the premises of the Owner;
 - 12.1.3. any Animal found on Park or Parkland and not under the direct control of the Owner;
 - 12.1.4. a female Animal or Aggressive Dog in heat not confined or housed.
- 12.2. Upon receiving an Animal or Aggressive Dog for impound, an Animal Control Officer, Contractor, or its staff, shall make reasonable efforts to identify and contact the Owner of the Animal or Aggressive Dog.
- 12.3. Subject to the entry notice provisions of the Municipal Government Act, R.S.A. 2000 c.M-26, an Officer may enter upon privately owned property at all times, other than a dwelling house, for the purposes of enforcing the provisions of this Bylaw.
- 12.4. An Officer, including an Animal Control Officer is hereby authorized to use live traps, nets or any other similar means to effect capture of Animals or Aggressive Dogs. The Village, or Officer or its Contractor shall not be held liable for the death or injury of any Animal or Aggressive Dog.
- 12.5. The Animal Control Officer or Contractor shall not sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog until the Animal or Aggressive Dog is retained in the Contractor's impound facility for seventy – two (72) hours, not including the day of impounding, Sundays or Statutory Holidays.
- 12.6. The Animal Control Officer or the Contractor may retain an Animal for a longer period if in the opinion of the Animal Control Officer or the Contractor the circumstances warrant the expense or they have reasonable grounds to believe that the Animal is a continued danger to persons, animals or property.
- 12.7. Any healthy Animal may be returned to the Owner during the seventy-two (72) hour period of impoundment upon payment to the Contractor the costs of impoundment and boarding as specified in the contract between the Village and the Contractor. The Animal Control Officer shall also collect the appropriate Animal Licence fee on behalf of the Village if the Animal is not licenced at the time of impound.
- 12.8. Any person claiming an impounded Animal shall present government issued identification to the Animal Control Officer.
- 12.9. Where an impounded Animal or Aggressive Dog has not been claimed by an Owner within seventy-two (72) hours of impoundment, the Animal Control Officer is authorized to sell, euthanize, or otherwise dispose of any impounded Animal or Aggressive Dog.

13. Full Right and Title

- 13.1. The Animal Control Officer pursuant to the provisions of this Bylaw obtains right and title to an animal still impounded past the time periods stated. Therefore, the purchaser of an Animal from the

Animal Control Officer pursuant to the provisions of this Bylaw shall obtain full right and title to it and the right and title of the Former Owner of the Animal shall cease upon the purchase.

14. Municipal Tickets and Violation Tickets

- 14.1. Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw:
 - 14.1.1. he or she may serve upon the person a Municipal Ticket allowing payment of the specified fine as set out in SCHEDULE "B" of this Bylaw, which payment will be accepted by the Village or the Contractor on behalf of the Village in lieu of prosecution for the offence if paid within twenty-one (21) days of the date of service; or
 - 14.1.2. he or she may issue and serve a violation ticket in accordance with the Provincial Offences Procedure Act, R.S.A. 2000, Chapter P-34 and amendments thereto, allowing a voluntary payment or requiring a person to appear in court, without the alternative of making a voluntary payment.
- 14.2. A Municipal Ticket shall be deemed to be sufficiently served if:
 - 14.2.1. served personally on the Owner of the Animal or Aggressive Dog, or left at the Owner's residence; or
 - 14.2.2. mailed to the address of the Owner of the Animal or Aggressive Dog.
- 14.3. Penalties for a second, third and subsequent offences will be applicable, where those offences occur within one (1) year of the first offence.

15. Continuing Offences

- 15.1. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence is liable to a fine in the amount not less than that established by this Bylaw for each such day.

16. Summary Conviction

- 16.1. Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to the specified penalty set out in SCHEDULE "B" and in default of payment of any fine imposed, to imprisonment for not more than six (6) months. Any person who contravenes any provision of this Bylaw for which there is either "Court" or no penalty specified in SCHEDULE "B", is guilty of an offence and is liable on summary conviction to a fine of not less than five hundred dollars (\$500.00) and not more than ten thousand dollars (\$10,000.00) and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

17. Exemption for Police Service Dogs / Emergency Service Dogs

- 17.1. This Bylaw does not apply to a Municipal Police / RCMP Service Dog or Emergency Search and Rescue Dog while it is in Active Service.

18. Proof of Licence and Age of Animal

- 18.1. In any prosecution or proceedings for a contravention of this Bylaw, the onus of proving all of the following is on the person alleging that:
- 18.1.1. a person has a valid and subsisting Licence for an Animal or Aggressive Dog,
 - 18.1.2. an Animal or Aggressive Dog is under three (3) months of age,
 - 18.1.3. the length of time an Animal has been in the Village is less than thirty (30) days in a year.

19. Other

- 19.1. Livestock, Wild Animals, Poultry (except hens) and Bees
- 19.1.1. no person or body corporate shall be permitted to own, keep or harbour livestock, wild animals or bees, except for the keeping of Mason bees, within any portion of the Village of Breton or its corporate boundaries without the exclusive written permission of the Council;
 - 19.1.2. any Officer may seize and impound any livestock, wild animals, poultry, except hens or bees, except Mason bees, within any portion of the Village of Breton or its corporate boundaries, if the livestock, wild animals, poultry or bees, except Mason Bees are being kept without the written permission of the Council.
 - 19.1.3. an Officer is hereby authorized to enter any land or premises excluding dwelling houses within the Village of Breton to inspect for conditions which may contravene any provisions of this bylaw and to impound in accordance with section 19.1.2 of this bylaw.

20. Annual Licence Fees

- 20.1. Refer to the Fees and Charges By-law.

21. Specified Penalties

- 21.1. Refer to SCHEDULE "B".

22. Forms

Refer to SCHEDULE "C" and

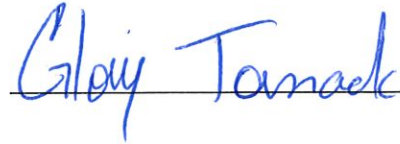
- 22.1. SCHEDULE "D"
- 22.2. SCHEDULE "E"
- 22.3. SCHEDULE "F"

23. Repeal

- 22 Bylaw 21-08 Animal Control Bylaw is hereby rescinded.

24. This Bylaw shall come into effect upon third and final reading thereof.

READ A FIRST TIME this 10th day of August, 2022.



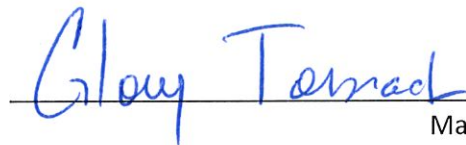
Mayor



CAO

READ A SECOND TIME this 14th day of September, 2022.

READ A THIRD AND FINAL TIME this 14th day of September, 2022.



Mayor



CAO

SCHEDULE "A"
AGGRESSIVE DOG SIGNAGE

WARNING



AGGRESSIVE DOG ON PREMISES

SCHEDULE "B"
PENALTIES

Section	Offence	First	Second	Third & Subsequent
	3.4 Failure to ensure collar and licence worn on animal	\$100.00	\$200.00	\$300.00
	3.7 Fail to licence Animal	\$100.00	\$200.00	\$300.00
	5.1.1 Animal Running at Large	\$100.00	\$200.00	\$300.00
	5.1.2 Animal on Park or Parkland where prohibited	\$100.00	\$200.00	\$300.00
	5.1.3 Animal destroys or damages property	\$100.00	\$200.00	\$300.00
	5.2 Cat sprays or defecates or stalks birds on property not owned or occupied by the Owner	\$100.00	\$200.00	\$300.00
	5.3 Fail to confine Animal in heat	\$100.00	\$200.00	\$300.00
	5.4 Dog or Aggressive Dog barks or howls so as to disturb a person	\$100.00	\$200.00	\$300.00
	5.5 Fail to remove defecation	\$100.00	\$200.00	\$300.00
	5.6 Have more than 2 dogs	\$100.00	\$200.00	\$300.00
	5.7 Have more than 2 cats	\$100.00	\$200.00	\$300.00
	5.8 Allowing defecation to accumulate on property	\$100.00	\$200.00	\$300.00
	5.9 Tamper or spring or damage trap	\$50.00	\$100.00	\$150.00
	5.11 Exercise an Animal or Aggressive Dog while in motor vehicle	\$100.00	\$200.00	\$300.00
	5.12 Fail to carry leash in Off Leash area	\$50.00	\$100.00	\$150.00
	5.13 Fail to ensure collar and licence worn by Animal	\$50.00	\$100.00	\$150.00
	5.14 Failing to remove Animal exhibiting threatening behavior from an off-leash area	\$100.00	\$200.00	\$300.00
	6.1.1 Aggressive Dog not muzzled, under control and on Leash	\$200.00	\$400.00	\$600.00
	6.1.2 Aggressive Dog not indoors, not supervised or in locked pen outdoors	\$200.00	\$400.00	\$600.00
	6.1.3 Fail to display Aggressive Dog signage	\$200.00	\$400.00	\$600.00
	6.1.4 Aggressive Dog in Off Leash area	\$200.00	\$400.00	\$600.00
	6.1.5 Aggressive Dog Running at large	\$200.00	\$400.00	\$600.00
	6.1.6 Fail to notify of Aggressive Dog Running at Large	\$200.00	\$400.00	\$600.00
	6.1.7 Fail to obtain Aggressive Dog Licence and Licence	\$200.00	\$400.00	\$600.00
	8.1.1 Animal exhibits threatening behavior to person or another domestic animal	\$150.00	\$300.00	\$450.00
	8.1.2 Animal bites, attacks or causes Minor Injury to a domestic animal	\$250.00	Court	Court

8.1.3 Animal bites, attacks or causes Minor Injury to person	\$250.00	Court	Court
8.1.4 Animal bites, attacks or causes Severe Injury to a domestic animal	Court	Court	Court
8.1.5 Animal causes death to a domestic animal	Court	Court	Court
8.1.6 Animal bites, attacks or causes Severe Injury or death to person	Court	Court	Court
8.2.1 Aggressive Dog exhibits Threatening behavior towards a person or a domestic animal	\$500.00	Court	Court
8.2.2 Aggressive Dog bites, attacks or causes Minor Injury to a domestic animal	\$500.00	Court	Court
8.2.3 Aggressive Dog bites, attacks or causes Minor Injury to person	Court	Court	Court
8.2.4 Aggressive Dog bites, attacks or causes Severe Injury to a domestic animal	Court	Court	Court
8.2.5 Aggressive Dog causes death to a domestic animal	Court	Court	Court
8.2.6 Aggressive Dog bites, attacks or causes Severe Injury to person	Court	Court	Court
10.1.1 Interferes with or attempts to obstruct an Officer	\$500.00	\$500.00	\$500.00
10.1.2 Unlocks or unlatches or otherwise opens vehicle to allow animal to escape	\$500.00	\$500.00	\$500.00
10.1.3 Remove or attempt to remove animal from Officer	\$500.00	\$500.00	\$500.00
10.1.4 Refuse to provide identification to Officer	\$500.00	\$500.00	\$500.00
10.1.5 Providing false or misleading information to Officer	\$500.00	\$500.00	\$500.00
18.1.1 Harbours livestock	\$100.00	\$200.00	\$300.00

SCHEDULE "C"
FORMS

Village of Breton
Dog Licence Application Form



Tag No. _____

Name of Dog Owner: _____

Civic Address of Dog Owner: _____

Home Phone: _____

Work Phone: _____

Name of dog: _____

Breed of the dog: _____

Sex: _____

Spayed or Neutered: _____

Is the property fenced: _____ yes _____ no

Number of dogs in the household: _____

Property Owner Name, Address and Contact if different from Applicant:

Home Phone: _____

Work Phone: _____

Fee Receipt No. _____

Signature of Dog Owner

Date: _____

Dog Fees

Spayed or neutered (must show proof)..... \$50.00 Lifetime Fee

Not spayed or neutered \$50.00 Annual Fee

SCHEDULE "D"
Village of Breton
Animal Control Complaint Form
(Confidential)

This form represents a request to resolve a Bylaw Enforcement issue. In order for the Village of Breton to proceed with an investigation and follow-up of your complaint it is mandatory that you give your *full name, current address and phone number along with your signature below.* (Anonymous complaints will not be accepted.)

DATE: _____ TIME: _____

COMPLAINANT INFORMATION

Name of Complainant: _____
Mailing Address: _____ (Postal Code) _____
Civic Address: _____ (Apt. Number) _____
Telephone #: (Day) _____ (Evening) _____

VIOLATION INFORMATION

Location of Offence (Civic Address): _____
Property Owner/Tenant Name (if known): _____
NATURE OF COMPLAINT (How it affects you, how long it's existed, License plate #, etc.): _____

_____ (please use reverse side if needed)

NOTE: Anonymity will be maintained between the complainant and the alleged offender, except where necessary in a court of law. However should this complaint proceed to Court, you *may* be required to give evidence as a witness and your name and your filed complaint will become a matter of public record.

PERSONAL INFORMATION: This information is being collected for the purpose of conducting a Bylaw Enforcement Investigation. The information may be shared with applicable Village departments and agencies for the purpose of initiating appropriate action relative to this report. The collection of the personal information on this application is authorized and protected under the Freedom of Information and Protection of Privacy Act, Section 33(c). By providing this information, you have consented to its use for the above purposes. If you have questions about the collection and use of this information, you may contact the Village of Breton Office at (780) 696-3636.

Signature of Complainant

FOR OFFICE USE ONLY (to be filled out by Municipal Staff) PHONED IN - Call Taken By: _____
Legal Address: Lot: _____, Block: _____, Plan: _____, Roll Number: _____
Owner(s): _____
Address: _____ (Postal Code) _____
Telephone #: (_____) _____

MUNICIPAL ENFORCEMENT OFFICER COMPLAINT FILE: _____
Bylaw Violation: Yes No CENTRAL FILE: _____
File Concluded: DATE: _____ OFFICER: _____



SCHEDULE "E"

Urban Hens Program

REQUIREMENTS and BEST PRACTICES

RULES

- 🐔 Applicants must be 18 years of age or older.
- 🐔 For the purposes of this program a hen must be a female chicken. Baby chicks as well as pullets and full-grown hens are allowed.
- 🐔 Roosters are not permitted. If a male bird is identified, it must be disposed of.
- 🐔 It is unlawful to slaughter hens within Village limits.
- 🐔 All hens must have one wing clipped.
- 🐔 A maximum number of four (4) hens is allowed per household.
- 🐔 Yards must be securely fenced. There is no minimum fence height requirement, however higher fencing will protect against predation.
- 🐔 Eggs, meat, and manure cannot be used for commercial purposes
- 🐔 Participants will be warned once of any infraction. Any repeat infraction will be cause for fines in accordance with the Bylaw, and may be cause for disqualification from the program.

HENHOUSE / COOP

- 🐔 Coop size cannot exceed 100 square feet without a building permit for an accessory building. Coops must be designed to provide a minimum of 3 square feet per hen.
- 🐔 All chicken coops shall be located only in the rear yard and must fully enclose the chickens and prevent them from escaping.
- 🐔 Hens must have access to outdoor "run" space which must fully enclose the chickens and prevent them from escaping.
- 🐔 Minimum lot size is 5500 square feet; coops may be established at single family dwellings only.
- 🐔 Coops must be in the rear yard, at least 1 metre from a property line where there is an adjacent neighbour. Where there is no adjacent neighbouring property (i.e. lane or roadway fence line) coops are permitted to align with the zero "0" setbacks that apply to the construction of accessory buildings.

- ☞ Locate the coop in a place that will be mindful and considerate of your neighbours.
- ☞ The chicken coop shall be designed and constructed to ensure proper ventilation and sufficient space for the chickens and be maintained in accordance with good animal husbandry practices and shall keep all vermin out.
- ☞ The applicant must provide and maintain, in each coop, at least one perch, for each hen, that is at least 15 cm long, and one nest box; and adequate environmental protection as to shelter the hens from heat and cold injury.
- ☞ Coops shall be maintained in good repair, kept in clean and sanitary condition, free of vermin and obnoxious smells and substances.
- ☞ Urban hens must not create a nuisance or disturbance to neighboring residents due to noise, odor, damage or threats to public health.

CARE & FEEDING

- ☞ Do your research on the care of hens - education online, or in the community.
- ☞ Proper care and feeding practices must be followed to ensure the well-being of the hens. This includes providing each hen with food, water, shelter, light, ventilation, veterinary care, and opportunities for essential behaviors such as scratching, dust-bathing, and roosting, all sufficient to maintain the hen in good health; participants must not keep a hen in a cage.
- ☞ Food must be stored in a way to discourage predators.
- ☞ You must enlist a hen "caregiver" when you plan to be away from home.
- ☞ Disposing of hens: If a hen dies of an unknown cause, it is recommended that it be checked by a veterinarian to protect the health of the other hens.
- ☞ Follow biosecurity procedures recommended by the Canadian Food Inspection Agency, referring especially to Biosecurity for Backyard Flock and Small Bird Owners.

APPROVAL / REGISTRATION PROCESS

- ☞ Once you are comfortable with the basic care of Urban Hens, please apply by filling out the Urban Hens Program Application Form available at www.breton.ca or by calling the Village.
- ☞ Please ensure the following accompanies your application:
 - ☞ A copy of the submitted premises identification form (PID) submitted to the Province of Alberta.
 - ☞ Located: [http://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/all/trace12354](http://www1.agric.gov.ab.ca/$department/deptdocs.nsf/all/trace12354)
 - ☞ A drawing or description or photo of your planned coop and its location within the yard.
 - ☞ The \$25 annual Urban Hens Licencing fee.
 - ☞ If applicable, a signed permission letter from your landlord.
- ☞ Applications will be reviewed by administration, and you will be contacted within a week of receipt of the application.
- ☞ After the application is approved, you may commence with the construction of the coop.
- ☞ Once the coop is built, you must call the Village to arrange for village staff and / or Animal Control / Municipal Enforcement Officers to meet you at your residence to inspect the coop for compliance. At the time of the inspection, the coop must be approved as being adequately outfitted for the care of hens.
- ☞ After inspection approval, the applicant will be contacted by administration within one week, at which time the applicant may obtain their hens.

COMPLIANCE

- ☛ If a complaint is registered with the Village, Municipal Enforcement may attend the residence at their own discretion. An appointment with the owner of the hens is not required in such cases.
- ☛ Participants may be fined for various infractions including:
 - Exceeding maximum number of hens permitted
 - Fail to maintain coop in a sanitary condition
 - Keeping hens while not permitted
 - Prohibited sale of eggs, manure, meat or other products derived from hens.
 - Slaughter hens within Village limits
 - Allow hens to escape or run at large.
- ☛ Participants may be disqualified from the Program for cause, including but not limited, to mistreatment of hens or repeated violations of the Bylaw.
- ☛ If so notified, participants must dispose of or remove all hens within 30 days of notification.
- ☛ We may continue to ask participants and neighbours to complete surveys regarding the urban hen program. The Urban Hens Program may be terminated at any time by the Village, for any cause.



SCHEDULE "F"

**Urban Hens
Program
License
Application**

License #
Roll #
Customer ID:
Application Date:

Applicant Information			
Applicant Name:			
Phone:		Alt. Phone:	
Mailing Address:		Email:	
Residential Address:			
Do you Rent or Own your home? Rent <input type="checkbox"/> Own <input type="checkbox"/>			
If renting, a signed letter of permission from your Landlord is required. Letter attached? Yes <input type="checkbox"/> No <input type="checkbox"/>			
PID submitted to Alberta Agriculture: Yes <input type="checkbox"/> No <input type="checkbox"/>		Copy of PID Form included: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Residential Lot size:	Yard Fenced: Yes <input type="checkbox"/> No <input type="checkbox"/>	Fence Height:	
Coop Design			
Coop Size:	Length:	Width:	Total Coop Sq. Ft.:
Run Sq. Ft.:			
Provide a description of your intended coop design, including the size of the coop and run:			
Describe Provisions you are making for perches, nesting boxes, dust bathing, ventilation and environmental protection:			
Describe the intended location within your yard:			
Please attach a photo or drawing of your intended coop design. Photo or Drawing Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Annual Fee (Animal Licenses are valid until December 31 of each year)			
Licensing Fee		New Application / Renewal Fee	Late Renewal Fee (after Feb 1)
		\$25.00	\$30.00
Information and Agreement			
I / We hereby make application for an Urban Hens Licence under the provisions of the Animal Control Bylaw 22-06.			
I confirm that the information contained in this form is true and correct to the best of my knowledge. I have read and agree to adhere to the Animal Control Bylaw 22-06 Schedule C Requirements and Best Practices for Urban Hens.			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Signature:			Date:
Internal Use Only (Date and Initial)			
Application Received:		Application Approved:	
Inspection Requested:		Inspection Passed:	
Personal information will be used in accordance with the Freedom of Information and Protection of Privacy Act (FOIP).			
Fee \$	Receipt #	Date Paid:	



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