

BYLAW NO. 1131

OF THE

TOWN OF ST. PAUL

BEING A BYLAW OF THE TOWN OF ST. PAUL IN THE PROVINCE  
OF ALBERTA TO PROVIDE FOR THE CONTROL, REGISTRATION  
AND CONFINEMENT OF CATS.

Whereas, it is deemed expedient to regulate the harbouring of cat and to prohibit cats from becoming a public nuisance.

Now Therefore, under the authority and subject to the provisions of the Municipal Government Act, Statutes of Alberta, 1994, Chapter M-26.1, as amended and by virtue of all other powers conferred on the Town of St. Paul, the Council of the Town of St. Paul duly assembled, enacts as follows:

SECTION 1            **Title**

- 1.1     This Bylaw may be cited as the Town of St. Paul Cat By-law.

SECTION 2            **Definitions**

- 2.1     "Animal Control Officer" means an employee and/or contractor hired by the Town and authorized by the Town to carry out the provisions of this by law, including but not limited to, a Special Constable, Peace Officer and a member of the RCMP.
- 2.2     "At Large" means off the premises of the owner or harbourer and not under the control of some competent person.
- 2.3     "Abused cat" means any cat which is:
- 2.3.1     mistreated, beaten, tormented or teased
  - 2.3.2     deprived of water, food or shelter
  - 2.3.2     left unattended in a motor vehicle without adequate ventilation or temperature control
  - 2.3.4     kept under unsanitary conditions
  - 2.3.5     abandoned
- 2.4     "Bylaw Enforcement Officer" means a Chief Administrative Officer or other duly authorized person acting on his/her behalf.
- 2.5     "Cat" means any feline animal, of either sex, commonly described and known as a cat and actually or apparently eight (8) months of age or older.
- 2.6     "Cat Breeder" means any person, group of persons or corporation, engaged in the commercial business of breeding, buying, selling or boarding of cats.
- 2.7     "Cat Breeding Facility" means the physical premises where cats are harboured by a cat breeder.
- 2.8     "Competent Person" shall be a person capable of controlling a cat.

- 2.9 "Council" means the Town Council of the Town of St. Paul, Alberta.
- 2.10 "Owner" means and includes any person, partnership, association or corporation:
- 2.10.1 owning or possessing, or having charge of, or control over any cat;
  - 2.10.2 harbouring any cat;
  - 2.10.3 suffering or permitting any cat to remain about his/her house or premises;
  - 2.10.4 feeding, caring watering or providing any sort of care for any cat.
- 2.11 "Pound" means a place designated by Council or Animal Control Officer, as a place where cats may be placed and kept impounded.
- 2.11.1 A "pound" must include a quarantine area for animals suspected to be ill, sickly or in an otherwise unhealthy condition.
- 2.12 "Public Nuisance" with respect to the activities of any cat includes but is not limited to:
- 2.12.1 causing damage to property or other animals,
  - 2.12.2 upsetting water receptacles or scattering the contents thereof,
  - 2.12.3 being left unattended in any, motor vehicle unless the cat is restricted so as to prevent access to persons as long as such restraint provides for suitable ventilation.
- 2.13 "Stray Cat" means any cat not licensed under this bylaw.
- 2.14 "Tag" means a tag used by the Town of St. Paul to a person who pays the described license fee for a cat, such tag, together with a dated receipt for the fees constitutes a licence to keep the cat described on the receipt.
- 2.15 "Town" means the Town of St. Paul.

### SECTION 3

#### **Registration**

- 3.1 No person shall own, keep or harbour any cat within the Town limits unless such cat is registered. A cat owner will provide the Town or its designate with the following information:
- 3.1.1 Name and street address of the owner;
  - 3.1.2 Name and description of the cat to be registered;
  - 3.1.3 Such other information as may be required with respect to the application.
- 3.2 Registration issued pursuant to this bylaw shall not be transferable from one cat to another or from one owner to another.

- 3.3 Upon payment of the required registration fee, the owner will be supplied with a registration tag stamped with the number of the registration and a copy of the applicable Bylaw No. 1131.
- 3.4 Every owner shall ensure that the registration is securely fastened to a collar or harness which must be worn by the cat at all times when the cat is off the premises of the owner or outdoors.
- 3.5 The registration provisions of this bylaw shall not apply to persons temporarily in the Town for a period not exceeding thirty (30) days.
- 3.6 Registration of a spayed or neutered animal requires proof of spaying or neutering for a lifetime tag to be issued. The Owner is required to provide proof of spaying or neutering at time of registering the animal. Failure to provide proof of that animals spaying or neutering will void that animal from a lifetime tag.
- 3.6.1 Lifetime tags are non-transferable from animal to animal. The lifetime tag will expire at the end of that animals life.

#### SECTION 4

##### **Proof of Age**

- 4.1 In a prosecution or proceeding for a contravention of this Bylaw, the burden of proof relating to the age of the cat shall be upon the owner and unless the contrary is proven, the cat shall be presumed to have attained the age of eight (8) months at the time relevant to the charge.

#### SECTION 5

##### **Replacement of Registration**

- 5.1 In case a cat registration is lost or destroyed, a replacement tag will be issued upon presentation by the owner of the receipt showing payment of the registration fee. The payment of a tag fee for the issuance of replacement tag is identified in Schedule "A."

#### SECTION 6

##### **Records**

- 6.1 The Town Administration Office shall keep a record of all registered cats pursuant to Section 3 of this bylaw. The records shall indicate:
- 6.1.1 Date of registration,
- 6.1.2 Name and address and telephone number of the owner of cat,
- 6.1.3 Registration number issued,
- 6.1.4 Breed, colour and sex of the cat.

#### SECTION 7

##### **Responsibilities of Owner**

- 7.1 No owner shall allow their cat(s) to be at large.
- 7.2 No owner shall permit their cat to be on any school ground or playground and when a cat is found on any playground or school ground, the cat shall be deemed to be at large.
- 7.3 Owners shall be responsible for cleaning up any waste or feces caused by the cat.



- 7.3.1 In the case where the Owner claims the feces does not belong to their cat(s), the onus falls on the Owner to prove beyond a reasonable doubt that it was not their cat(s).
- 7.3.2 In the case where a homeowner who does not own any cats claims that faeces or waste from a cat is deposited on his/her property belongs to a specific cat, the onus falls on the home owner to prove beyond a reasonable doubt that the feces or waste from a cat belongs to a specific cat Owner.
- 7.4 No owner or person in charge of a cat(s), shall keep more than three (3) cats on any one property.
  - 7.4.1 Persons harbouring more than three (3) cats in their residence prior to the passing of this Bylaw will be exempted from 7.4, and
  - 7.4.2 It is the responsibility of the person(s) to prove that at the passing of this bylaw they indeed harboured more than three (3) cats in their residence, and
  - 7.4.3 When one or more of the cat(s) expire, the owner of such animal(s) will no longer be permitted to possess and excess of three (3) cats.
- 7.5 The location where any cat(s) are kept shall be maintained in a clean and sanitary condition.
  - 7.5.1 Any breach of this provision shall result in the impoundment of the said cat(s) and the levy of fines as provided under this bylaw.
  - 7.5.2 Conditions of clean and sanitary condition shall be determined by the Animal Control Officer or other competent authority.
- 7.6 The feeding and/or care of a stray cat implies ownership of that animal.

## SECTION 8

### **Capturing and Impoundment of Cats**

- 8.1 This bylaw provides for individual residents within the Town to capture and turn over to the pound cats found to be at large.
- 8.2 The Town will not undertake to capture cat(s) found to be at large.
- 8.3 Individual residents within the Town must utilize a cat trap from the Town to capture a cat or cats at large. The use of the cat trap is in accordance with the Cat Trap Agreement as set out in Schedule "B." The payment for a deposit on the use of the trap is as set out in Schedule "A."
- 8.4 Cat traps may only be set on private property.

## SECTION 9

### **Seizure, Impoundment, Disposition**

- 9.1 Any resident of the Town may seize and capture, between the dates of March 16 and October 14, utilizing a cat trap provided by the Town and the said cat shall be impounded to a predetermined location at the issuing of the trap established by the Animal Control Officer.
  - 9.1.1 Cat traps shall be used in a humane manner as set out in the Cat Trap Agreement, Schedule "B." Failure to adhere to guidelines will result in the seizure of the trap and exclude the persons ability to borrow a Cat Trap from the Town.
- 9.2 Any animal captured during the off-season shall be impounded to a predetermined location at the issuing of the trap established by the Animal Control Officer.
- 9.3 Any person using a cat trap provided by the Town, shall not:
  - 9.3.1 violate the Cat Trap Agreement,
  - 9.3.2 remove, or cause the removal of identification tag on the cat(s),
  - 9.3.3 harass, injure, scare, worry or cause any form of harm both physical and mental to the animal restrained in the trap.
- 9.4 No action shall be taken against any person acting under the authority of this bylaw for damages for destruction or other disposal of a cat.

## SECTION 10

### **Interference with Enforcement**

- 10.1 No person, including the owner of the cat, shall:
  - 10.1.1 Interfere with or attempt to obstruct the individual who is attempting to capture or has captured any cat in accordance with provisions of this bylaw.
  - 10.1.2 Unlock or unlatch or otherwise open a cat trap, van or vehicle to allow or attempt to allow a cat to escape therefrom.
  - 10.1.3 Remove or attempt to remove any cat from the possession of the capturing individual, Pound Operator, Animal Control Officer or any other persons appointed by the Town acting under this bylaw.

## SECTION 11

### **Reclaiming**

- 11.1 The cat so impounded shall be kept in the pound for a period of at least seventy-two (72) hours. Sundays and statutory holidays shall not to be included in the computation of the seventy-two hour period. During this period the healthy cat may be redeemed by its owner or agent upon payment to the Town of St. Paul:
  - 11.1.1 of any fine or fined imposed pursuant to this bylaw,
  - 11.1.2 of the Town impoundment fees prescribed in schedule "A,"

11.1.3 of any cost for applicable licence for said cat, as set out in Schedule "A."

11.2 At the expiration of the seventy-two (72) hour impoundment period, any cat not redeemed shall be humanely destroyed or offered for adoption. The proceeds of which will remain with the predetermined location as set out by the Animal Control Officer at the time of issuing the trap.

11.2.1 Where a cat is wearing a Town Cat Registration Tag, the Pound Operator shall notify the Town Animal Control Officer. The Town will utilize its best efforts to inform the cat owner of its impoundment.

11.3 The Pound Operator or Animal Control Officer shall report any apparent illness, communicable disease, injury or unhealthy condition of any impounded cat to a veterinarian and act immediately upon the veterinarian's recommendation. The owner of the cat shall be responsible for all resulting charges.

11.3.1 When in the judgement of a licensed veterinarian, an animal should be destroyed for humane reasons, such animals may not be redeemed. Unless the owner undertakes extraordinary curative measures for their animal at their own expense.

## SECTION 12 Penalties

12.1 A person who contravenes a provision of this bylaw by doing something which he/she is prohibited from doing, or by failing to do something which he/she is required to do or by doing something in a manner different from that in which he/she is required or permitted to do in the bylaw, is guilty of an offence and liable upon summary conviction to a fine of not more than Fifteen Hundred Dollars (\$1,500.00) and upon failure to pay the fine and costs, to imprisonment for a period not exceeding Thirty (30) days unless such fine and costs of committal are sooner paid.

12.2 Where an Animal Control Officer or other person authorized by the Town to carry out the provisions of this bylaw believes that a person has contravened any provisions of this bylaw, he/she may serve upon such person a Violation Ticket, which Ticket shall state the section or sections of the bylaw which was contravened and shall specify;

12.2.1 Payment of a penalty according to Schedule "A" of this bylaw, or

12.2.2 The date and time at which that person is required to appear before a judge of the Provincial Court of Alberta to answer to the charge or charges.

12.3 Service of any such notice shall be sufficient if it is

12.3.1 Personally served,

12.3.2 Served by mail, or

12.3.3 Left with some competent person who resides at the same address as the person who is alleged to have committed such offence.



- 12.4 If within Thirty (30) days of issuance of the Violation Ticket, the person to who the Ticket is issued pays the penalty provided in the Violation Ticket, he/she shall not be liable for any further penalty with respect of the offence from which the Violation Ticket was issued.
- 12.5 If the person to whom the ticket is issued does not pay the said penalty within Thirty (30) days of issuance of the ticket, then the Town may cause a new Violation Ticket to be issued and served ordering that person to appear before a judge of the Provincial Court of Alberta to answer to the charge or charges.
- 12.6 The levying and payment of any fine or the imprisonment for any period provided in the bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which he/she is liable under the provisions of this bylaw.
- 12.7 A Provincial Judge, in addition to the penalties provided in this Section, if he/she considers the offence sufficiently serious, may direct or order the person that owns, keeps, maintains, or harbours a cat to prevent such cat from doing mischief or causing the disturbance or nuisance complained of, or to have the animal(s) removed from the Town, or to have the animal(s) destroyed or otherwise safely removed from the location.

### SECTION 13      **Servability of Bylaw Provisions**

- 13.1 It is the intention of Council that:
- 13.1.1 Each separate provision of this bylaw shall be deemed independent of all other provisions; and
- 13.1.2 If any provisions of this bylaw be declared invalid, all other provisions shall remain valid and enforceable.

### SECTION 14      **Schedules**

These schedules are attached and for part of this bylaw and may be amended from time to time by resolution of Council:

Schedule "A" – Cat Registration Fees, Trap Rental Fees, Fines and Impoundment Fees.

Schedule "B" – Cat Trap Rental Procedures and Regulations.

SECTION 15

**Effective Date**

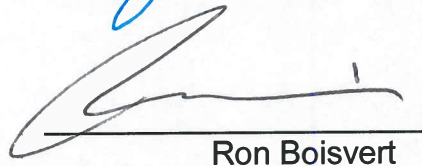
The effective date of this bylaw shall be April 10, 2007.

READ a first time in Council this 26<sup>th</sup> day of March, 2007.

READ a second time in Council this 10<sup>th</sup> day of April, 2007.

READ a third time and passed in Council this 10<sup>th</sup> day of April, 2007.

  
\_\_\_\_\_, Mayor  
John Trefanenko

  
\_\_\_\_\_, (C.A.O.)  
Ron Boisvert



SCHEDULE "A" - of Bylaw 1131

Cat Registration Fees, Trap Rental Fees, Fines and Impoundment Fees

Fees

1. Licenses for calendar year; January 1<sup>st</sup> to December 31<sup>st</sup>

Each Male Cat	\$20.00
Each Female Cat	\$20.00
Each Spayed Female or Neutered Male Cat	\$10.00
Replace Lost Tag	\$5.00
  
2. Licenses for the Animals Lifetime,

Each Male Cat	\$50.00
Each Female Cat	\$50.00
Each Spayed Female or Neutered Male Cat	\$35.00
Replace Lost Tag	\$5.00
  
3. The full amount of the license fee shall be payable for licenses issued January 1<sup>st</sup> through July 31<sup>st</sup> in any year. One half of the prescribed fee shall be payable for licenses issued August 1<sup>st</sup> through December 31<sup>st</sup> excluding lifetime licenses.

Trap Rental Fees

1. Rental fees shall not be applied to the Residents of the Town of St. Paul. The prescribed fee applied to the rental of the Cat Trap shall be a deposit which will be returned to the person when the trap is turned into the Community Services Office in a clean, tidy and fully functioning condition with none to minimal damage.

Cat Trap Deposit	\$50.00
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SCHEDULE "A" - of Bylaw 1131

Fines and Impoundment Fees

<u>Offence</u>	<u>1<sup>st</sup> Offence</u>	<u>2<sup>nd</sup> Offence</u>	<u>3<sup>rd</sup> Offence +</u>
Keeping a cat without a valid license	50.00	75.00	100.00
Permitting a cat to be at large	50.00	75.00	100.00
Failure to keep owner's property clear of exposed fecal matter	50.00	75.00	100.00
Permitting a cat to become a public nuisance	50.00	75.00	100.00
Obstructing an Animal Control Officer	75.00	100.00	125.00
Obstructing/hindering/interfering the legal apprehension of a cat at large	50.00	75.00	100.00
Transfer tag from one cat to a second cat without permission	50.00	75.00	100.00
Person fail to adhere to guidelines set out in SCHEDULE "B"	50.00*		

\* Person no longer permitted to borrow Cat Trap to apprehend cat (s) at large.

Impoundment fee

Impoundment fee	65.00
Care and subsistence feeding per day commencing at the time of capture (every 24 hours)	10.00
Veterinarian fee	Amount expended

TOWN OF ST. PAUL  
BYLAW NO. 1131  
SCHEDULE "B"

CAT TRAP AGREEMENT  
Between  
Town of St. Paul  
and

Name	File No.						
Street Address	Phone No.						
	Work/Cell No.						
<p>I agree to accept full responsibility for the Town of St. Paul Cat Trap Number _____ and other equipment which may be supplied. I am also responsible for the safety and well-being of any animal caught in this trap. I also understand that if I fail to abide by <b>all</b> the terms of this agreement, I will be subject to a <b>fine</b> and may be precluded from ever borrowing a Town of St. Paul Cat Trap again.</p> <p>I further agree:</p> <ol style="list-style-type: none"><li>To pay a refundable deposit of \$ _____ for the above Cat Trap. If I fail to return the Cat Trap on the date stated, the deposit of \$ _____ will be forfeited to the Town of St. Paul. If the trap becomes damaged, I will be assessed the costs of repairs.</li><li>To place the Cat Trap only on the property described above.</li><li>To set the trap in a shaded and/or sheltered area.</li><li>To check the Cat Trap regularly. This being every four (4) hours and to ensure that the trap is closed at night or during poor weather (warmer than 25° C or colder than 5° C).</li><li>To take the trapped animal to the St. Paul Veterinary Clinic Inc. if it appears to be sick or injured. St. Paul Veterinary Clinic 5412-50 ave</li><li>To feed, water and care for the trapped animal in a humane manner.</li><li>An Animal Control Officer may enter on to my property to ensure the agreement is complied with.</li><li>The Cat Trap will only be set to trap cats during the working week, Monday to Friday. No traps are to be set on Saturday and Sunday, unless expressly agreed upon by the Animal Control Officer issuing the trap for the following days _____.</li><li>No Cat Traps are to be set during the period of October 15 to March 15. Unless expressly agreed upon by the Animal Control Officer issuing the trap for the following days of _____.</li><li>To transport any trapped cat to the _____ as agreed upon by the Animal Control Officer between the hours of ____ and ____, as soon as possible in any event, within twenty-four hours of the animal being trapped.</li></ol>							
<p>THE CAT TRAP IS TO BE RETURNED NO LATER THAN _____, 20____.</p> <p><b>In signing this agreement, I promise to abide by all the above terms.</b></p>							
Signature here:	Date (YYYY/MM/DD)						
Witness here:	Date (YYYY/MM/DD)						
<p>Town of St. Paul Community Peace Officer Service: Cell 646-2747 St. Paul Veterinary Clinic Inc: 645-3921</p> <p>St. Paul Animal Shelter: 645-2262</p>							
<table><tr><th>Office Use Only</th><th colspan="2">Trap Returned</th></tr><tr><td>Date (YYYY/MM/DD): _____</td><td>Deposit Received (Signature of Complainant): _____</td><td>Witness Signature: _____</td></tr></table>		Office Use Only	Trap Returned		Date (YYYY/MM/DD): _____	Deposit Received (Signature of Complainant): _____	Witness Signature: _____
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