

**TOWNSITE OF REDWOOD MEADOWS
ADMINISTRATION SOCIETY**

ANIMAL CONTROL BYLAW

BYLAW # XXXXX

ANIMAL CONTROL BYLAW

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ANIMAL CONTROL BYLAW

TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

BYLAW NO. 2025 XX

**BEING A BYLAW RESPECTING ANIMAL CONTROL WITHIN
THE TOWNSITE OF REDWOOD MEADOWS**

WHEREAS:

- A.** The Townsite of Redwood Meadows (Townsit), a community located within specifically designated lands within the Tsuut'ina Nation in the Province of Alberta, is governed by the Townsite of Redwood Meadows Administration Society (Society);
- B.** The Society is a body incorporated under the Societies Act (Alberta) whose business and affairs are managed by a board of directors (Council);
- C.** The Society, acting in a manner similar to a local municipal government incorporated under the Municipal Government Act (Alberta), has jurisdiction over the governance, administration, and operations of the Townsite pursuant to the rights and authorities delegated to the Society by the Tsuut'ina Nation through the Stewardship Agreement, the Lease Agreements, and the Tax Administration Agreement;
- D.** The Society uses the provisions of the Tsuut'ina Agreements, the Lease Agreements, (and the provisions of the Municipal Government Act (Alberta) as far as may be practical in the circumstances), to define this Animal Control bylaw for the Townsite; and
- E.** The Society deems it necessary and expedient to pass this Bylaw for the purpose of providing for the effective Animal Control within the Townsite.

NOW THEREFORE the Townsite of Redwood Meadows Administration Society, in the province of Alberta, duly assembled, enacts as follows:

ARTICLE 1 - ADMINISTRATION

- 1.1** **Short Title**
 - (a) This Bylaw may be cited as the "Animal Control Bylaw".
- 1.2** **Purpose**
 - (a) The purpose and intent of this Bylaw is to set reasonable standards for animal control.
- 1.3** **Application**
 - (a) This Bylaw shall apply to all residential Lots within the Townsite of Redwood Meadows, and all public lands contained within its legal boundary.
 - (b) The Sublease or Sub-sublease holder is ultimately responsible for all uncontrolled animal activities within the Townsite of Redwood Meadows.
- 1.4** **Other Legislative Requirements**
 - (a) Nothing in this Bylaw relieves a Person from complying with any Federal, Provincial or Tsuut'ina Nation law or regulation, other bylaw or any requirements of any lawful permit, order or license.

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1.5 Severability

(a) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

ARTICLE 2 - INTERPRETATION

Definitions

In this Bylaw, so far as the context does not otherwise require:

“Additional Rent” means as defined in the Sub-Sublease.

“Animal” means any vertebrate, including dogs, cats, and any domestic pets that are not kept exclusively indoors.

“Bylaw” means the bylaw of the Townsite of Redwood Meadows Administration Society Animal Control Bylaw.

“Council” means the board of directors of the Society.

“Dangerous Dog” means any dog that has been subject to an order under the Alberta Dangerous Dogs Act.

“Day” means a continuous period of twenty-four (24) hours.

“Enforcement Officer” means any Bylaw Officer, Animal Control Officer, Police Officer, Peace Officer, or any other Provincial, Municipal, or Townsite designate.

“Front Yard” means the area of a Lot extending across the full width of the Lot between the front Lot Line and the front foundation of the Principal Building.

“License Tag” means an identification tag issued by the Townsite showing the license number for a specific animal and is intended to be worn on a collar attached to the animal's neck at all times.

“Lot” means a portion of the lands which is described as a separate and distinct parcel, on a legally recorded Survey Plan or description filed in the Indian Lands Registry.

“Lot Line” means any boundary of a Lot.

“Occupant” means a Person or a tenant who resides in, or occupies the principle Building on a Lot and having charge or control of a Premises.

“On-Leash” means an animal that is attached to its owner with material no more than four (4) metres in length that is capable of restraining the animal.

“Owner” includes any person named on a License; or in actual or apparent possession or control of property where an animal apparently resides.

“Parkland” means any land designated by the Townsite as a park, field, playground, sports field or any other greenspace that is not a street, pathway or a private property.

“Person” may include an Owner, a corporation, other legal entities, Occupant, and an individual having charge or control of a Premises.

“Pest” means any animal, bird, reptile or insect which causes, or could reasonably be expected to cause annoyance, damage or injury to any Person, Occupant, or domestic animal.

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“Premises” includes the external surface of all buildings and the whole or part of any Lot of real property, including the land immediately adjacent to any building(s) and the easement adjoining any Road and the Front Yard Lot line.

“Property Line” means the legal boundary of a Lot.

“Rear Yard” means the area of a Lot extending across the full width of the Lot between the rear Lot line and the rear foundation of the Principal Building.

“Registered Veterinarian” means a veterinarian registered and entitled to practice in Alberta as shown in the Alberta Veterinary Medical Association

“Remedial Order” means as it relates to land, building, structures, or other matters, is an order that can be imposed by Council to address issues and to rectify a situation.

“Rent” means as defined in the Sub-Sublease.

“Road” means any Road controlled by Townsite, and improvements, but excluding a provincial highway.

“Running at Large” means an animal or animals, which are not under the control of a Person and is or are actually upon property other than the premises of the owner of the animal or animals has the right of occupation, or upon any designated Townsite land.

“Serious wound” means an injury to a human or animal resulting from the action of an animal, which causes the skin to be broken or flesh to be torn.

“Service Dog” means a dog trained as a guide for a disable person and meeting the qualifications prescribed by the Service Dogs Act. S.A. 2007 c.S-7.5.

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“Side Yard” means the area of a Lot extending from the front foundation of the Principal Building to the rear foundation of the Principal Building and between this side foundation and side Lot line.

“Specified Penalty” means a penalty specified under the Rates and Fines Bylaw which may be paid in response to a violation ticket, for an alleged offense of any section of this Bylaw.

“Sub-sublease” means any and all of the sub-subleases entered into between a person as sub-sublessee and the Society as sub-sublessor for an individual subdivided leasehold Lot located in the Townsite;

“Townsit” means the Townsite of Redwood Meadows, consisting of lands geographically situated within the Tsuut’ina Nation reserve, the boundaries of which are as described in the Stewardship Agreement, or its duly authorized Representative;

“Under Control” means any animal can be easily and immediately recalled, is on leash and within 4^{two (2)} meters of the owner, and must not pester, harass, chase or molest, another human, domestic or wild animal.

“Vicious Dog” means any dog, whatever its age, whether on public or private property, which has:

Chased, injured or bitten any other animal or human; or
Damaged or destroyed any public or private property; or
Been previously determined a vicious dog; or
Presents a threat of serious harm to any other animals or humans.

“Yard” means any open space on a Lot, unoccupied and unobstructed and is the distance between the Property Line to the foundation of the Principal Building or the exterior finishing materials of an Accessory Building.

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2.1 Context

- (a) Where a word is used in the singular, such a word may also mean plural.
- (b) Where a masculine or impersonal pronoun or adjective is used, such a word may also mean the feminine or impersonal pronoun or adjective.
- (c) Where a word is used in the present tense, such a word may also mean the future tense.
- (d) The word "person" includes a corporation as well as an individual.
- (e) The words "shall" and "must" require mandatory compliance except where a variance or relaxation has been granted pursuant to this Bylaw. "May" means a choice is available, with no particular direction or guidance intended.
- (f) Words, phrases, and terms not defined in this Bylaw shall be given their usual and customary meaning.
- (g) Where a regulation involves two or more conditions or provisions connected by the conjunction "and" means all the connected items shall apply in combination; "or" indicates that the connected items may apply singly; and "and/or" indicates the items may apply singly or in combination.

2.2 Headings

- (a) The headings of this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this bylaw.

ARTICLE 3 – LICENSING OF DOGS

3.1 Animal Licensing

- (a) No person shall own, keep or harbor any dog within the Townsite unless such dog is licensed as provided herein.
- (b) The owner of every dog over the age of three (3) months in the Townsite shall, between the first and thirtieth days of January in every calendar year, obtain a license and pay the license fee for the current year as determined from time to time by the Town Council and set out in the Rates and Fines Bylaw.
- (c) Every person who becomes the owner of a dog over the age of three (3) months or who takes up residence in the Townsite and is the owner of a dog over the age of three (3) months which is not currently licensed in accordance with this Bylaw, shall register and pay the license fee within one month after becoming the owner of said dog or taking up residence within the Townsite.
- (d) Owners are responsible to provide Townsite with a current front digital photo of registered animals upon license renewal.
- (e) Licenses issued under this Bylaw shall not be transferrable from one dog to another dog.
- (f) Upon payment of the required license fee, the owner will be supplied with a license tag stamped with a number, which tag shall be securely fastened to the collar or harness of the dog and worn by the dog at all times when the dog is off the premises of the owner.
- (g) No person shall give false information when applying for a dog license.
- (h) For a Vicious dog, an owner shall obtain a Vicious Dog license

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ARTICLE 4—ARTICLE 3 - REGULATIONS OF DOGS

4.13.1 Excessive Barking

- (a) The Owner or any other person having care or control of a dog, shall ensure it does not bark in a manner that is reasonably likely to ~~annoy or~~ disturb the peace of others.
- (b) In determining whether barking is reasonably likely to ~~annoy or~~ disturb the peace of others consideration may be given, but is not limited, to the:
 - (i) proximity of the property where the dog is barking;
 - (ii) duration of the barking;
 - (iii) time of day and day of the week;
 - (iv) nature and use of the surrounding area; and
 - (v) any effect of the barking.

4.23.2 Defecation

- (a) The Owner or any other person having care or control of ~~a dog an animal~~ shall forthwith remove any defecation left by it on public property or private property other than that of the Owner.
- (b) The Owner or any other person having care or control of ~~a dog an animal~~ shall ensure that defecation apparently left by it on the property of the Owner does not accumulate to such an extent that it is reasonably likely to annoy or pose a health risk to others.

4.3 Display of License Tag

- (a) ~~The Owner or any other person having care or control of a dog shall, always when it is off the property of the Owner, ensure it displays the License tag issued by the Townsite of Redwood Meadows.~~

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4.43.3 Off Property of Owner

- (a) The Owner or any other person having care or control of a dog shall, at all times when it is off the property of the Owner, have it:
 - (i) under control; and
 - (ii) held on a leash not exceeding ~~four (4) two (2)~~ metres in length within any designated Townsite Land areas, which includes the berm.

4.53.4 Attacks

- (a) The Owner or any other person having care or control of a dog shall ensure it does not:
 - (i) damage property;
 - (ii) chase, attack or bite any person or animal;
 - (iii) chase, attack or bite any person or animal causing physical injury or death.

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4.63.5 Vicious Dog Process

- (a) If the violation ticket issued is related to a behavior as referenced under the definition for a Vicious Dog, that dog may be deemed to be a Vicious Dog by the Enforcement Officer or the Bylaw Dispute Committee.
- (b) The process will be as follows:
 - (i) if there is a victim, the Enforcement Officer will indicate the possible outcome to both the Owner and the victim;
 - (ii) if the Owner agrees, the dog will be deemed to be a Vicious Dog and the implications as described in section 4.7 come into effect.
 - (iii) if the Owner disagrees, either the Enforcement Officer or the victim may request that the Bylaw Dispute Committee review and determine the judgement. This can occur whether or not the Owner has accepted the violation ticket.
 - (iv) the decision can be reviewed annually if there has been a material change in the dog's behavior as a result of further training

4.73.6 Once a dog is deemed to be a Vicious Dog, the dog must be:

- (a) Confined indoors; or
- (b) Leashed and muzzled and under the effective control of a person over eighteen (18) years of age; or
- (c) Confined in a secure and locked dog run which is sufficient to keep the dog in and deter children from climbing over and under it to gain access.
- (d) Prominently display at the front and rear entrances to owner(s) property, a sign stating 'Beware of Dog'

4.83.7 Dangerous Dog

- (a) Any animal that has been made the subject of an order under the Dangerous Dogs Act shall not be permitted in the Townsite of Redwood Meadows.

ARTICLE 5 -ARTICLE 4 - OWNER RESPONSIBILITY FOR BEHAVIOUR OF ANIMAL

5.14.1 Keeping Animals under Control

- (a) The Owner of an animal must ensure that the animal is not Running at Large.
- (b) The owner of a dog shall not permit a dog to chase a bicycle or vehicle.
- (c) The owner of a dog shall not permit the dog on any playground, athletic park, or golf course, *unless the dog is specifically permitted to be present while always restrained by a leash and under complete control by the owner.*
- (d) Section (c) does not apply to a disabled owner of Service Dog a dog who requires the dog to assist him/her to be independent. In any event, the dog shall always be under the complete control of the owner or other adult person.

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ARTICLE 6—ARTICLE 5 - OTHER REGULATIONS

6.15.1 Unattended Animals

- (a) The Owner of an animal must ensure that such animal is not left unattended while tethered or tied on premises where the public has access, whether the right of access is express or implied.
- (b) The Owner of an animal must ensure that such animal is not left tethered or tied up in a residential yard unless the Owner is outside with the animal **at all times** or the Owner is able to maintain visual view of the animal **at all times**.
- (c) The Owner of an animal must not allow the animal when tethered or tied up in a residential yard to get closer than 1.5 metres to the property line.
- (d) The Owner of an animal left unattended in a motor vehicle must ensure:
 - (i) the animal is restrained in a manner that prevents contact between the Animal and any member of the public; and
 - (ii) the animal is not confined in such a manner that places it in a life or health threatening situation by exposure to a period of extreme heat or cold, without proper ventilation or other protection from such heat or cold.

6.2 Cycling, skateboarding, e-scootering etc. with Animals

- (a) An Owner must not operate a wheeled conveyance such as a bicycle, e-bicycle, skateboard, roller-skates, scooter, e-scooter, Segway, or another similar vehicle with any animal on a Leash.
- (b) Subsection (a) does not apply to Owners operating a device designed for persons with disabilities.

6.35.2 Confinement

- (a) No person shall negligently or willfully open any gate, door, or other opening of an enclosure in which an animal has been confined or otherwise obstruct such animal's confinement, thereby allowing the animal to run at large.

6.45.3 Animal Abuse

- (a) No person shall tease, torment, annoy or harm any animal.

6.55.4 Communicable Diseases

- (a) An owner of an animal which is suffering from a communicable disease:
 - (i) shall not permit the animal to be in any public place.
 - (ii) shall not keep the animal in contact with or in proximity to any other animal free of such disease.
 - (iii) shall keep the animal isolated.
 - (iv) shall immediately report the matter to the Townsite and a certified Veterinarian.

6.65.5 Kennels, Breeding and Boarding Facilities

- (a) No person shall operate a kennel, breeding or boarding facility within the Townsite.

5.6 Limits on Dogs and Cats

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- (a) No person shall own or house more than 4 dogs or cats that are more than 6 months of age.
- (b) No person shall permit more than 4 dogs or cats to reside in a dwelling that are more than 6 months of age.

ARTICLE 6 - LICENSING OF DOGS

6.1 Animal Licensing

- (a) No person shall own, keep or harbor any dog within the Townsite unless such dog is licensed as provided herein.
- (b) The owner of every dog over the age of three (3) months in the Townsite shall, between the first and thirtieth days of January in every calendar year, obtain a license and pay the license fee for the current year as determined from time to time by the Town Council and set out in the Rates and Fines Bylaw.
- (c) Every person who becomes the owner of a dog over the age of three (3) months or who takes up residence in the Townsite and is the owner of a dog over the age of three (3) months which is not currently licensed in accordance with this Bylaw, shall register and pay the license fee within one month after becoming the owner of said dog or taking up residence within the Townsite.
- (d) Any dog that shall temporarily reside in the Townsite for more than six weeks shall be required to be licensed.
- (e) Owners are responsible to provide Townsite with a current front digital photo of registered animals upon license renewal.
- (f) Licenses issued under this Bylaw shall not be transferrable from one dog to another dog.
- (g) Upon payment of the required license fee, the owner will be supplied with a license tag stamped with a number, which tag shall be securely fastened to the collar or harness of the dog and worn by the dog at all times when the dog is off the premises of the owner.
- (h) No person shall give false information when applying for a dog license.
- (i) For a Vicious dog, an owner shall obtain a Vicious Dog license

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ARTICLE 7 - REMEDIAL ORDER

7.1

Remedial Orders

- (a) A Remedial Order issued pursuant to this Bylaw may be served to the Owner or Occupant:
 - (i) by delivering it personally to the individual;
 - (ii) by leaving it for the individual at their apparent place of residence with someone who appears to be at least 18 years of age; or
 - (iii) by delivering it by regular mail to the individual at their apparent place of residence.
- (b) Every Person who fails to comply with a Remedial Order issued pursuant to this Bylaw within the time set out in the Remedial Order commits an offence.

ARTICLE 8 - ENFORCEMENT

8.1

General Penalty Provision

- (a) Any Person who contravenes any provision of this Bylaw by:
 - (i) doing any act or thing which the Person is prohibited from doing; or
 - (ii) failing to do any act or thing the Person is required to do;
 - (iii) is deemed non-compliant.

8.2

Violation Tickets & Penalties

- (a) Where the Townsite believes that an Owner or Occupant has contravened any provision of this Bylaw, Townsite may commence proceedings against the Person by issuing a violation ticket pursuant to the Sub-sublease Section 2.10:
 - (i) if this is a first incident, the Enforcement Officer may provide an informative notice to the Owner.
- (b) Where there is a specified penalty listed for an offence in the Bylaw Enforcement and Fines Bylaw, that amount is the specified penalty for the offence.
- (c) Notwithstanding the specified penalties set out in Bylaw Enforcement and Fines Bylaw:
 - (i) If a Person is guilty of an offence twice of the same provision of this bylaw within a twenty-four (24) month period, the specified penalty for the second offence shall be twice the amount of the specified penalty as set out in the Bylaw Enforcement and Fines Bylaw.
 - (ii) If a Person is guilty of an offence three or more times of the same provision of this Bylaw within a twenty-four (24) month period, the specified penalty for the third and subsequent offence shall be three times the amount of the specified penalty as set out in the Bylaw Enforcement and Fines Bylaw.
- (d) In default of payment for any violation tickets, or any amount due and payable to the Townsite pursuant to this Bylaw, the amount of such sums in default shall be a fee against the Lot and become due and payable to the Townsite as Additional Rent. Balances outstanding after three (3) months will be transferred to the corresponding tax roll as Additional Rent and shall form part of the outstanding taxes for the lot.

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8.3 **Appeal Process**

- (a) The appeal process is as stipulated in Section 2.10 (c) of the Sub-sublease: The Sub-Sublessee may, within ten (10) days of receipt of any Ticket, appeal any such Ticket by delivering a notice to the SubSublessor setting out the reasons for the appeal. The SubSublessor, or a representative thereof, will consider the reasons of the SubSublessee set forth in any Appeal Notice and deliver a response in writing to the Sub-Sublessee setting out whether the Sub-Sublessor has repealed the applicable Ticket. The decision of the Sub-Sublessor, in any Response Notice, is final.

ARTICLE 9 - TRANSITION AND COMING INTO FORCE

9.1 **Enactment/Transition**

- (a) If any clause in this Bylaw is found to be invalid, it shall be severed from the remainder of the Bylaw and shall not invalidate the whole Bylaw.
- (b) This Bylaw comes into force on the date it is passed.

THIS BYLAW SHALL COME INTO FULL FORCE AND EFFECT ON THE DATE OF ITS FINAL READING.
APPROVED AND PASSED BY THE COUNCIL FOR THE TOWNSITE OF REDWOOD MEADOWS.

THIS X DAY OF OCTOBER, A.D. 2025

Mayor – Sam Jackson

Townsit Manager – Gord Tate

1st Reading Nov 18, 2025, passed unanimously.

2nd Reading Oct x, 2025, passed unanimously.

3rd Reading Oct x, 2025, passed unanimously.