

**ANIMAL BYLAW, 2002, NO. 2495**  
**CONSOLIDATED FOR CONVENIENCE**  
**FEBRUARY, 2009**

**In case of discrepancy, the original Bylaw  
or amending Bylaws must be consulted.**

Consolidates Amendments authorized by:

**ANIMAL BYLAW, AMENDMENT BYLAW**  
**(No. 1), 2003, No. 2577**  
**(No. 2), 2004, No. 2605**  
**(No. 3), 2008, No. 2692**

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**

**ANIMAL BYLAW, 2002, NO. 2495**

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# CORPORATION OF THE TOWNSHIP OF ESQUIMALT

## BYLAW NO. 2495

A Bylaw to regulate the keeping of animals and animal nuisances, licence dogs and provide for animal pounds within the Municipality

WHEREAS a Municipal Council may, pursuant to Sections 703, 704, 705, 707 and 707.1 of the *Local Government Act*, regulate the keeping of animals, regulate animal nuisances, licence dogs and provide for animal pounds;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT, in open meeting assembled, enacts as follows:

### Part 1 – CITATION

1. This Bylaw may be cited for all purposes as the “ANIMAL BYLAW, 2002, NO. 2495”.

### Part 2 – INTERPRETATION

2. In this Bylaw, unless the context otherwise requires:
  - (1) “animal” includes dogs, cats, birds, rabbits and rodents.
  - (2) “animal control officer” means a person designated by Council as an animal control officer for the Municipality and includes all bylaw enforcement officers of the Municipality.
  - (3) “at large” means in a public place unless the animal is under the immediate control of the owner, or on private property without the consent and knowledge of the owner or occupier of the private property.
  - (4) “bird” includes ornamental bird, pigeon and poultry.
  - (5) “dangerous dog”, in addition to the definition that appears in section 707.1 of the *Local Government Act*, means a dog
    - (a) that according to the records of the Municipality, the Poundkeeper or the police has killed or injured a person or animal, or has aggressively pursued or harassed a person without provocation;
    - (b) that, to the knowledge of its owner, has killed or injured a person or animal or has aggressively pursued or harassed a person without provocation; or
    - (c) is specifically bred or trained for fighting purposes.
  - (6) “Director of Financial Services” means the municipal officer assigned

responsibility under section 199 [*financial administration*] of the *Local Government Act*.

- (7) “dog licence” means a licence that has been paid for by the owner of a dog and issued by the Municipality for the dog for the current licencing year.
- (8) “guide dog” means a dog used by a blind or otherwise disabled person to assist them to avoid hazards and for which a certificate has been issued under the *Guide Animal Act*.
- (9) “impound” means to seize, deliver, receive or take into the Pound or into the custody of the Poundkeeper; and “impounded” means seized, delivered, received or taken into the Pound or into the custody of the Poundkeeper.
- (10) “kennel” means any building or structure in which four or more dogs over the age of 10 weeks are kept or harboured, not including the Pound, veterinary medical clinics, pet care establishments and pet stores, and not including a kennel registered with the Canadian Kennel Club or the American Kennel Club which keeps no more that four dogs over the age of 10 weeks.
- (11) “leash” means a chain, harness, line or rope that is of sufficient strength to restrain the animal without breaking.
- (12) “licencing year” means from January 1 to December 31 in any year.
- (13) “Municipality” means the Corporation of the Township of Esquimalt.
- (14) “municipal park” means all lands described in Schedule “B” attached to and forming part of this Bylaw.
- (15) “off-leash area” means all lands described in Schedule “C” attached hereto and forming part of this Bylaw.
- (16) “ornamental bird” means any bird which is normally kept in a cage or aviary, primarily as a show or decorative bird, and without limiting the generality of the foregoing includes budgerigar, canary, cockatoo, myna bird, ornamental pheasant, parakeet and parrot, but does not include pigeon.
- (17) “owner” means any person who is in possession of or who has the care, custody or control of an animal, or any person who possesses, harbours or allows an animal to remain about his or her house, land or premises, and, in the case of a dog, any person whose name appears on the dog licence.
- (18) “police dog” means any dog owned by a municipal police force or the Royal Canadian Mounted Police and which is trained to assist police on investigations.
- (19) “pound” means the Municipal Pound established pursuant to this Bylaw.
- (20) “poundkeeper” means the person appointed by Council as poundkeeper for

the Municipality, and includes persons acting under the direction of the poundkeeper.

- (21) “public place” includes all highways, boulevards, parks or other real property owned, held, operated or administered by the Municipality or by a school district within the Municipality.
- (22) “rodent” means any animal of the order *Rodentia* or any other small mammal kept as a pet and without limiting the generality of the foregoing includes ferret, gerbil, guinea pig, hamster and white mouse.
- (23) “Zoning Bylaw” means the *Zoning Bylaw, 1992, No. 2050* and amendments thereto, or in the case it is repealed, its successor bylaw.

### Part 3 – GENERAL

#### POUND and POUNDKEEPER

- 3.
  - (1) The Municipal Council does hereby authorize the establishment, maintenance and operation of or contracting for facilities for the impounding of animals at such place or places and upon such premises, as the Municipal Council may, from time to time, determine. [Bylaw No. 2577]
  - (2) The Municipal Council does hereby appoint the Capital Regional District as poundkeeper for the municipality in accordance with the provisions of this Bylaw and the Animal Control Services Agreement set out in Schedule “E” attached to and forming part of this Bylaw, and establishes the location of the Municipal Pound at 5401 Patricia Bay Highway in the District of Saanich. [Bylaw No. 2577]
  - (3) The Mayor and Corporate Administrator are hereby authorized to execute and deliver the said Animal Control Services Agreement which agreement is hereby approved. [Bylaw No. 2577]
  - (4) For the purposes of the *Local Government Act*, Animal Control Officers and Bylaw Enforcement Officers employed by the Capital Regional District are designated as Animal Control Officers for the Municipality. [Bylaw No. 2577]
- 4. The Poundkeeper in charge of the Pound must impound and detain all animals delivered to him or her pursuant to the provisions of this Bylaw and must furnish them with sufficient food, water, shelter and attendance.

5. An Animal Control Officer or the Poundkeeper may enter, at all reasonable times, upon any property in order to ascertain whether the regulations or directions contained in this Bylaw are being obeyed.
6. No person shall prevent or obstruct, or attempt to prevent or obstruct, an Animal Control Officer or the Poundkeeper in the fulfilment of their duties under this Bylaw.
7. The Poundkeeper must, upon receipt of an animal delivered to the Pound by a Peace Officer or a member of the public other than the owner of the animal, deal with that animal in the same manner as other animals seized and impounded pursuant to this Bylaw.
8. The Poundkeeper must maintain a log book in which must be recorded the description of every animal impounded; the name of the person who impounded the animal; the date, time and location of the impoundment; the impoundment, boarding and licence fees and other costs owing; and the manner in which the impounded animal was disposed.

### **CARE OF ANIMALS**

9. No person may keep any animal unless the animal is provided with:
  - (1) clean potable drinking water at all times and suitable food of sufficient quality and quantity to allow for normal growth and the maintenance of normal body weight;
  - (2) food and water receptacles that are kept clean and disinfected and located so as to avoid contamination by excreta;
  - (3) the opportunity for periodic exercise sufficient to maintain good health; and
  - (4) necessary veterinary medical care when the animal exhibits signs of pain or suffering.
10. No person may keep any animal which normally resides outside, or which is kept outside for short to extended periods of time, unless the animal is provided with outside shelter:
  - (1) that ensures protection of the animal from heat, cold and wet that is appropriate to the animal's weight and type of coat, such shelters to provide sufficient space to allow the animal the ability to turn about freely and to easily stand, sit and lie in a normal position;
  - (2) that is at least one and one half times the length of the animal and at least the animal's length in width, and at least as high as the animal's height measured from the floor or ground to the highest point of the animal when standing in a normal position, plus ten per cent; and

- (3) that is in an area to provide sufficient shade to protect the animal from the direct rays of the sun at all times.
- 11. Any animal pen and run area must be cleaned and sanitized regularly and all excreta must be removed at least once a day.
- 12. No person may cause an animal to be hitched, tied or fastened by any rope, chain or cord that is directly tied around the animal's neck or to a choke collar.
- 13. No person shall allow animal excrement to accumulate on or about the land or premises where an animal is kept.
- 14. No person shall cause an animal to be confined in an enclosed space, including an automobile, without adequate ventilation.
- 15. No person may cause or allow any animal owned or harboured by them to be on any private lands and premises without the consent of the owner or occupier of the lands and premises.
- 16. No person shall own, possess or harbour any animal suffering from any infectious or contagious disease unless such animal is in isolation and under treatment for the cure of such disease.
- 17. No person shall use a leg-hold or killing trap or snare within the Municipality.

**COMMUNITY EVENTS, PARADES, PET SHOWS and CIRCUSES**

- 18. Sections 28 [*dogs*], 54 [*cats*], 56 [*poultry*], 58 [*ornamental birds*], 61 [*rabbits and rodents*] and 65 [*other animals*] do not apply to the exhibition or use of dogs, cats, poultry, ornamental birds, rabbits, rodents and farm animals at community events, parades and pet shows.
- 19. Sections 28 [*dogs*], 58 [*ornamental birds*] and 65 [*other animals*] do not apply to the exhibition or use of dogs, ornamental birds, farm animals, chimpanzees and monkeys at a circus or other commercial event at a municipal park or municipal recreation facility provided the circus or other commercial event is approved by the Esquimalt Parks and Recreation Commission.

**FEES**

- 20. Fees pursuant to this Bylaw are those set out in Schedule "A" attached to and forming part of this Bylaw.

**PART 4 – DOGS**

**CONTROL OF DOGS**

21. The owner of a dog must not permit, suffer or allow their dog to be at large unless accompanied by and under the effective control of a competent person by means of a leash not exceeding 2.44 m [8 feet] in length or by means of a retractable leash not exceeding 7.62 m [25 feet] in length when fully extended.
22. Notwithstanding the provisions of section 21, a leash is not required for a dog in an Off-Leash Area as defined in this Bylaw provided that the dog is accompanied by and under the effective control of a competent person.
23. The owner of a dog must not permit, suffer or allow their dog to harass or molest a person or an animal.
24. The owner of a dog must not permit, suffer or allow their dog to be in a Municipal Park as defined in this Bylaw.
25. The owner of a dog shall not cause or allow any dog to defecate on any street, lane, park, public school ground or any other public place, or on any private property other than the property of the dog owner or the person having control of the dog, unless the person shall immediately remove the excrement.
26. Sections 21, 24 and 25 do not apply to a person with a disability accompanied by a guide animal, as defined in the *Guide Animal Act*, provided the guide animal is held by a leash, or to an on duty police officer accompanied by a police dog.
27. The owner of a female dog must not permit, suffer or allow their dog while it is in heat to be in any place other than a building, cage, fenced-in area or other place from which the dog cannot escape so that she can not come in contact with other dogs.
28. No person being the owner or occupier of any premises within the Municipality shall cause, suffer or permit such premises to be used as or for a kennel.
29. No person shall keep or harbour within the Municipality an habitually noisy dog.

**LICENCING OF DOGS**

30. No person shall keep or permit to be kept on a parcel a dog over the age of four months unless a dog licence has been obtained from the Municipality for that dog.
31. Every owner of a dog must in each licencing year apply for a dog licence by February 1 each year and pay the fee set out in Schedule “A”, and provide the name, breed, colour and sex of the dog and state whether the dog has been neutered or spayed.
32. A person who acquires a dog over the age of four months must obtain a new dog

licence within 14 days, even if the dog was already licenced in the Municipality.

33. Applications for and the issuance of dog licences are the responsibility of the Director of Financial Services or such other persons as may be appointed by the Director of Financial Services from time to time.
34. A dog licence and a dog licence tag, stamped or engraved with the licencing year, the licence number, and the name and telephone number of the Municipality, must be issued to an applicant for a dog licence when the licence application meets the requirements of the Municipality's bylaws and the applicable fees have been paid to the Municipality.
35. No dog licence shall be issued to or in the name of any person under the age of 19 years.
36. Every dog owner must ensure that a valid dog licence tag is displayed on the dog at all times by affixing it to the dog's collar or harness.
37. Multiple dogs may be included in one dog licence provided a separate dog licence fee is paid for each dog, each dog is identified by a unique dog licence number and a separate dog licence tag corresponding to that number is provided for each dog.
38. A dog licence issued pursuant to this Bylaw is valid for the licencing year for which it is purchased and expires on December 31 in that year. Licences issued during the month of December are valid from the date of issue until the last day of December in the following year.
39. If a person becomes the owner of a dog, or a dog reaches the age of four months after June 30 of a licencing year, the dog licence fee for the dog for the remainder of the licencing year shall be one half of the annual dog licence fee.
40. If the dog licence fee has not been paid by the first day of February in the licencing year, unless no dog licence fee was payable in respect of such dog prior to that date, or if an owner fails to licence a dog within 30 days of the date on which the dog is required to be licenced, the dog licence fee payable shall be increased by the amount of the late dog licencing penalty.
41. A dog licence and a dog licence tag shall not be transferred to another owner or to another dog.
42.
  - (1) A person moving to the Municipality who holds a valid licence for a dog from another jurisdiction elsewhere in Canada, may purchase a dog licence for the same dog for the remainder of the licence year upon surrender of the dog's current dog licence tag for the other jurisdiction to the Municipality and payment of the replacement dog licence tag fee.
  - (2) This section does not apply to a person who has obtained a dog licence from another licencing jurisdiction while residing within the Municipality.

43. A dog owner must apply to the Municipality within 14 days for a replacement dog licence tag and pay the replacement dog licence tag fee if dog licence tag has been lost, stolen, destroyed or mutilated.
44. No dog licence fee is payable for a dog for the current licencing year where the owner of any dog produces a certificate of a qualified veterinarian stating that the dog has been neutered or spayed during the current licencing year. If the dog licence fee for the current licencing year has already been paid then no dog licence fee is payable in respect of that dog in the next succeeding licencing year. The owner of a dog is entitled to only one free licence per dog under this section.
45. No dog licence fee, late licencing penalty or replacement dog licence tag fee shall be charged for guide dogs and police dogs.
46. No licence is required for a dog owned by a non-resident of the Municipality who is temporarily residing in or visiting the Municipality provided that the dog is licenced for the current year in the jurisdiction in which the owner of the dog ordinarily resides. For the purposes of this section the words “temporarily residing in” means a period not exceeding 30 consecutive days.

### **DANGEROUS DOGS**

47. No person shall allow his or her dog to bite, attack, terrorize or endanger a person or animal.
48. Every owner of a dangerous dog must, at all times while the dog is on the premises owned or controlled by such person, keep the dog securely confined either indoors or in an enclosed pen or other structure capable of preventing the entry of young children and adequately constructed to prevent the dog from escaping.
49. No person shall cause, suffer or permit any dangerous dog owned by him or her to be in any public place, unless the dangerous dog is firmly held on a leash that does not exceed 2.44 metres [*8 feet*] in length by a person competent to restrain the dog and which dog is muzzled by a properly fitted humane device.
50. No person shall cause, suffer or permit any dangerous dog owned by him or her to be on any private lands and premises without the consent of the occupier of such lands and premises and when on such lands and premises the dangerous dog must be confined as set out in Section 48 or leashed and muzzled as set out in Section 49.
51. The owner of a dangerous dog must display at each entrance to the property and building in or upon which the dog is kept a sign substantially in the form of Schedule “D” attached to and forming part of this Bylaw, which sign must be posted so that it cannot be removed easily by passers by and will be visible and capable of being read from the sidewalk, street or lane abutting the entrance to the property or building.
52. The owner of a dangerous dog must advise an Animal Control Officer or the Poundkeeper forthwith if the dog is at large.

53. The owner of a dangerous dog must advise an Animal Control Officer or the Poundkeeper forthwith if the dog has bitten or attacked any person or domestic animal.

**PART 5 – CATS**

**CONTROL OF CATS**

54. No person shall own, possess or harbour more than five cats over the age of four months on any parcel of land within the Municipality.
55. The owner of a cat must not permit, suffer or allow their cat to be at large.

**PART 6 – BIRDS, RABBITS, RODENTS, and OTHER ANIMALS**

**POULTRY**

56. No person shall keep any poultry on any parcel of land in the Municipality.
57. Notwithstanding the provisions of Section 56 any person who was lawfully keeping poultry, other than roosters, under the provisions of Bylaw No. 381, *Poultry Regulation Bylaw*, 1944, at the date of the coming into effect of this Bylaw may continue to do so subject to the restrictions, limitations and conditions set forth in the said Bylaw No. 381 and subject to Section 60 of this Bylaw.
- 57.1 Notwithstanding the provisions of Section 56, no more than four [4] Urban Hens may be kept on any parcel zoned for Single Family Residential Use provided that:
- a) no roosters, cocks, or cockerels are kept on the property;
  - b) a minimum enclosed area of 0.4 m<sup>2</sup> [4 sq. ft.] is provided per hen or chicken;
  - c) any structure containing hens or chickens, whether portable or stationary, is always located at least 1.5 metres from any property line;
  - d) only one structure containing hens or chickens is permitted on a parcel;
  - e) the ground underneath any structure housing hens or chickens is kept clean and dry and the structure placed on a solid surface during prolonged periods of wet weather;
  - f) hens or chickens are not permitted to run at large;
  - g) every structure housing hens and chickens and the grounds surrounding it are kept free of vermin;
  - h) any diseased hen or chicken is killed and the carcass destroyed;
  - i) no slaughtering of hens or chickens occurs on the property;
  - j) structures housing hens or chickens are kept clean and free of odours;
  - k) poultry manure and waste products are composted or disposed of to prevent odours;
  - l) any structure containing hens or chickens, whether that structure is portable or stationary, must not be located within the front yard setback

unless such structure is screened by vegetation of a sufficient height and width to prevent the structure being visible from the street or from any adjacent residence. [Bylaw No. 2692]

**ORNAMENTAL BIRDS**

- 58. Any person may keep not more than 10 ornamental birds on any parcel of land in the Municipality provided that they are housed and enclosed at all times on the parcel on which they are kept.

**PIGEONS**

- 59. Any person who is a member of a certified pigeon racing club may keep up to a maximum of fifty racing pigeons provided that they are housed and enclosed at all times on the parcel on which they are kept and not allowed to stray, feed or roost on any public place and not allowed to trespass on private property.

**BIRDS – GENERAL**

- 60. Where any bird is housed in any building or enclosure, the building or enclosure must meet the minimum clearances from any property lines as required by the Zoning Bylaw.

**RABBITS and RODENTS**

- 61. No person shall own, possess or harbour more than 10 rabbits and 10 rodents over the age of 12 weeks on any parcel of land.
- 62. The owner of any rabbit or rodent shall not allow their rabbit or rodent to be at large.
- 63. Where any rabbit or rodent is housed in any building or enclosure, the building or enclosure must meet the minimum clearances from any property lines as required by the Zoning Bylaw.
- 64. When away from the parcel of land on which it is kept or harboured a rabbit or rodent must be on a leash or confined in a suitable cage or pet carrier so as to prevent its escape.

**OTHER ANIMALS**

- 65. No person shall keep animals in the Municipality other than dogs, cats, birds, bees, rabbits and rodents.

**PART 7 - IMPOUNDING OF ANIMALS**

- 66. An Animal Control Officer or the Poundkeeper may, alone or with others, impound an unlicensed dog and any animal found to be running at large.

67. An Animal Control Officer or the Poundkeeper may, alone or with others, impound any dangerous dog found to be in a place or in circumstances prohibited by this Bylaw.
68. An Animal Control Officer or the Poundkeeper must inform the owner, if known, by mail or otherwise that his or her animal has been impounded. The notice to the owner must state the impoundment costs and the impoundment and boarding fees payable, and, in the case of an unlicensed dog, the licence fee payable, and when and how the animal will be disposed of if not claimed by the owner.
69. Any impounded animal may be reclaimed by its owner, upon proof of ownership and paying to the Poundkeeper the impoundment fees, boarding fees and, in the case of an unlicensed dog, the licence fee, together with any expenses incurred by the Poundkeeper in the process of impounding the said animal and any veterinary expenses to treat a sick or injured animal.
70. Impounded animals must be kept in the Pound for a minimum period of 96 hours.
71. If, after the expiration of the 96 hour period, an impounded animal has not been claimed, and the costs of the impoundment and the impoundment and boarding fees, and, in the case of an unlicensed dog, the licence fee paid, the Poundkeeper may sell, dispose of or euthanize the animal in a humane manner. The Poundkeeper shall euthanize in a humane manner a dangerous dog that has not been claimed.
72. The Poundkeeper may euthanize in a humane manner any impounded animal that is suffering from an incurable disease.

**PART 8 – BEES**

73. Bees may be kept on any parcel of land in any residential zone as established by the Zoning Bylaw, subject to the consent of the owner of the land.
74. A maximum of three beehives may be kept on any parcel of land.
75. Beehives must be set back a minimum of five feet from any property line, have a vertical screen in front of the entrance to the hive, be placed so that flight paths do not cross frequented areas, and be maintained in accordance with good beekeeping practice.

**PART 9 – PENALTY**

76. Any person who violates any of the provisions of any other section of this Bylaw or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfil, observe, carry out or perform any duty or obligation imposed by this Bylaw shall be liable on summary conviction to a fine not exceeding \$2,000.

**PART 10 – REPEAL, SEVERABILITY and HEADINGS**

- 77. (1) Bylaw No. 381, cited as the *Poultry Regulation Bylaw, 1944*, as amended, is hereby repealed.
  - (2) Bylaw No. 707, cited as the *Poundkeeper Appointment Bylaw, 1956*, is hereby repealed.
  - (3) Bylaw No. 857, cited as the *Seeing-Eye Dog Bylaw, 1959*, is hereby repealed.
  - (4) Bylaw No. 1360, cited as the *Keeping of Animals Bylaw, 1971*, as amended, is hereby repealed, except insofar as it repeals any other Bylaw.
  - (5) Bylaw No. 1512, cited as the *Dog Licencing, Regulation and Impounding Fee Bylaw, 1975*, as amended, is hereby repealed, except insofar as it repeals any other Bylaw.
78. Any section, subsection, sentence, clause or phrase of this Bylaw, which is for any reason held to be invalid by the decision of any Court of competent jurisdiction, may be severed from the balance of this Bylaw without affecting the validity of the remaining portions of this Bylaw.
79. Section headings, the table of contents and parenthetical expressions do not form part of this Bylaw. They are included for convenience only and must not be used in interpreting this Bylaw.

Read a first time by the Municipal Council on the 18<sup>th</sup> day of February 2002.

Read a second time by the Municipal Council on the 18<sup>th</sup> day of February 2002.

Read a third time by the Municipal Council on the 18<sup>th</sup> day of February 2002.

ADOPTED by the Municipal Council on the 29<sup>th</sup> day of July 2002.

R.T. RICE  
MAYOR

M. JOHNSTON  
DEPUTY CORPORATE ADMINISTRATOR

## SCHEDULE "A"

**FEES**

Pursuant to Section 20

**1. Dog Licence Fees**

(1) Annual dog licence fee in respect of:

(a) Male Dog – unneutered .....	\$36.00
(b) Male Dog – neutered .....	\$26.00
(c) Female Dog – unspayed .....	\$36.00
(d) Female Dog – spayed .....	\$26.00
(e) Guide Dog or Police Dog – male or female .....	\$0.00

(2) Dog licence fee after June 30 – one-half of the annual dog licence fee

**2. Late Dog Licencing Penalty** ..... \$5.00**3. Replacement Dog Licence Tag Fee**..... \$5.00**4. Dangerous Dog Sign** (including GST and PST)..... \$10.00**5. Impoundment Fees**

(1) Impoundment fee in respect of a dog other than a dangerous dog:

(a) for the first impoundment .....	\$75.00
(b) for the second impoundment.....	\$100.00
(c) for the third impoundment .....	\$200.00
(d) subsequent impoundments – \$200.00 plus an incremental fee of .....	\$50.00

(2) Impoundment fee in respect of a dangerous dog:

(a) for the first impoundment .....	\$100.00
(b) for the second impoundment.....	\$250.00
(c) for the third .....	\$500.00
(d) subsequent impoundments – \$500.00 plus an incremental fee of .....	\$100.00

(3) Impoundment fee, for each impoundment, in respect of animals other than dogs:

(a) for any cat .....	\$15.00
(b) for any bird, rabbit or rodent.....	\$10.00
(c) for any other animal .....	\$50.00

**6. Boarding Fees**

Boarding fee in respect of each day or part thereof of the impoundment period:

(a) for any dog	
first day .....	\$12.00
subsequent days.....	\$15.00
(b) for any cat .....	\$7.50
(c) for any bird, rabbit or rodent.....	\$5.00
(d) for any other animal .....	\$15.00

**7. Other Fees**

- (a) Special equipment or personnel to effect an impoundment..... Cost + 10%
- (b) Veterinary services to treat injured or sick impounded animals..... Cost + 10%

[Bylaw No. 2577]

## SCHEDULE "B"

**MUNICIPAL PARKS**

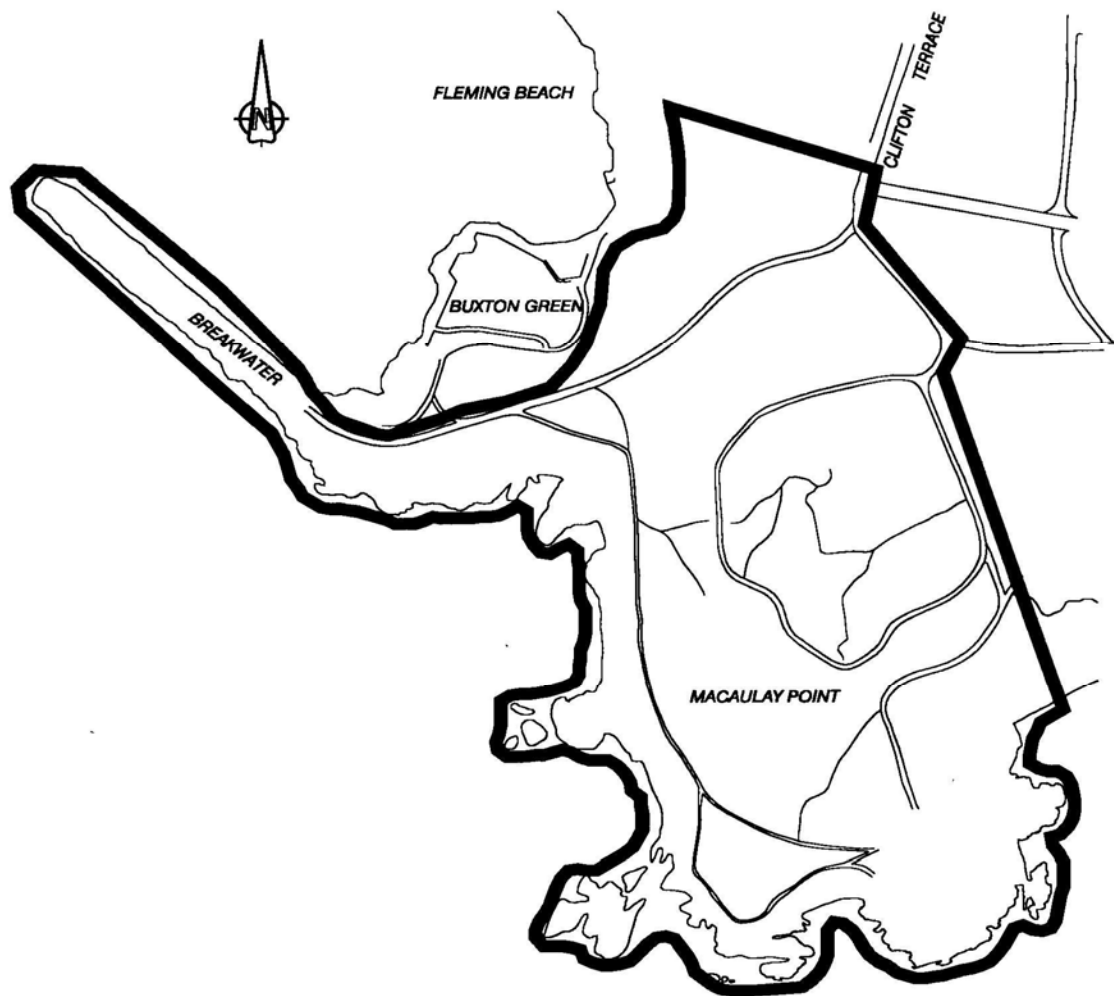
Pursuant to Section 2(14)

1. **Anderson Park**, as reserved by Bylaw No. 1652, *Anderson Park Reservation Bylaw, 1980*.
2. **Bullen Park**, as reserved by Bylaw No. 1653, *Bullen Park Reservation Bylaw, 1980*.
3. [Deleted - Bylaw No. 2605]
4. **Esquimalt Lions Park**, as reserved by Bylaw No. 1715, *Esquimalt Lions Park Reservation Bylaw, 1982*.
5. [Deleted - Bylaw No. 2605]
6. **Grafton Street Beach Access**, as reserved by Bylaw No. 1649, *Grafton Street Beach Access Reservation Bylaw, 1980*.
7. **Lugrin Tot Lot**, as reserved by Bylaw No. 1920, *Park Reservation (Lugrin Tot Lot) Bylaw, 1989, No. 1920*.
8. [Deleted - Bylaw No. 2605]
9. **Rockcrest Park**, as reserved by Bylaw No. 1622, *Rockcrest Park Reservation Bylaw, 1979*.
10. **Saxe Point Park**, as reserved by Bylaw No. 1659, *Saxe Point Park Reservation Bylaw, 1980*, **EXCEPT that portion of Saxe Point Park on the westerly side of Fraser Street from the park entrance to the maintenance building** and more particularly described as Lots 2 to 10, both inclusive, Block 13, Section 11, Esquimalt District, Plan 195A.
11. **Wurtele Place Park**, as reserved by Bylaw No. 1651, *Wurtele Place Park Reservation Bylaw, 1980*.
12. **Playground at 1030 Bewdley Avenue**, more particularly described as Remainder of Hithergreen Place, Section 11, Esquimalt District, Plan 37596.
13. [Deleted - Bylaw No. 2577]
14. **Playground at 540 Paradise Street**, more particularly described as Lot 46, Block F, Section 11, Esquimalt District, Plan 292.

## SCHEDULE "C"

**OFF-LEASH AREAS**  
Pursuant to Section 2(15)

1. **Highrock Park**, also known as **Cairn Park**, as reserved by Bylaw No. 1921, *Park Reservation (Highrock Park) Bylaw, 1989, No. 1921*.
2. **That portion of Saxe Point Park**, as reserved by Bylaw No. 1659, *Saxe Point Park Reservation Bylaw, 1980, on the westerly side of Fraser Street from the park entrance to the maintenance building* and more particularly described as Lots 2 to 10, both inclusive, Block 13, Section 11, Esquimalt District, Plan 195A.
3. **That portion of the lands known as Macaulay Point Park** outlined by a heavy black line on the following plan:



4. **Captain Jacobson Park** (formerly known as **West Bay Park**), as reserved by Bylaw No. 1650, *West Bay Park Reservation Bylaw, 1980*. [Bylaw No. 2605]

Schedule "D"

**DANGEROUS DOG SIGN**

Pursuant to Section 51

Actual Size of Sign: 30.5 cm x 23.5 cm [12 inches x 9.25 inches]  
Red lettering. Black graphic of dog's head.



SCHEDULE "E"

**ANIMAL CONTROL SERVICES AGREEMENT**

Pursuant to Sections 3(2) and 3(3)

This Agreement dated for reference the            day of            , 2003

BETWEEN:

CAPITAL REGIONAL DISTRICT  
P.O. Box 1000  
524 Yates Street  
Victoria, B.C. V8W 2S6

(the "CRD")

OF THE FIRST PART

AND:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT  
1229 Esquimalt Road  
Esquimalt, B.C. V9A 3P1

("Esquimalt")

OF THE SECOND PART

**WITNESSES THAT WHEREAS:**

- A. A local government may make and enforce regulations in relation to animals;
- B. A local government may enter into an agreement with another public authority respecting enforcement of regulations enacted by a party to the agreement;
- C. Esquimalt and the CRD wish to enter into an agreement for the enforcement of the Esquimalt Animal Control Bylaw by the CRD;

**NOW THEREFORE** in consideration of the premises and the terms and conditions hereinafter contained, the sufficiency of which is hereby acknowledged by both parties, the CRD and Esquimalt covenant and agree each with the other as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement,

"Bylaw" means Esquimalt Bylaw No. 2495, *Animal Bylaw, 2002, No. 2495* as amended from time to time.

“Costs” means the per capita amount, if any, paid to the CRD for the provision of animal control services and pound services by the municipalities of Highlands, Sooke, Langford and Metchosin collectively in the calendar year prior to the year in which the costs are payable under Section 7.1, multiplied by the population of Esquimalt, and current municipal population estimates provided by the CRD Regional Planning Services shall be used to determine the per capita amount and the population of Esquimalt.

“Services” means the enforcement and administration of the Bylaw (excluding administration and marketing of dog licenses), including without limitation the following work, carried out and delivered to the equivalent level of similar services provided by the CRD within the municipalities and electoral areas in which it provides such work:

- (a) in accordance with the Bylaw and all other applicable enactments, the seizure, impounding and destruction of cats, dogs and other domestic animals in Esquimalt that come to the attention of the Animal Control or Bylaw Enforcement Officers of the CRD, which are at large, or in other circumstances authorized by the Bylaw or other applicable legislation or regulations;
- (b) the full range of enforcement activities under the Bylaw including, but not limited to regular patrol of streets, parks and other public areas within Esquimalt, complaint response, emergency call-out and police assistance.

## **2.0 TERM**

- 2.1 This Agreement is for a term commencing at 12:00 A.M. on January 1, 2004, and terminating at 11:59 P.M. on December 31, 2004, together with a right of renewal for four (4) additional terms of one (1) year each pursuant to Section 3.

## **3.0 RENEWAL**

- 3.1 Esquimalt shall have the right to renew this Agreement, and this Agreement shall be deemed to be automatically renewed for each of four (4) additional one (1) year terms for the calendar years 2005 to 2008, inclusive, unless either party has given the other notice of termination pursuant to Section 4.

## **4.0 TERMINATION**

- 4.1 By notice in writing delivered to the other party not later than September 30 in any year of the term of this Agreement or renewals hereof, either the CRD or Esquimalt may elect not to renew this Agreement for the subsequent calendar year and to terminate the arrangement for Services provided hereunder effective January 1 of any such subsequent year.

## 5.0 AMENDMENT

5.1 Unless otherwise agreed by the parties, amendments to the terms and conditions of this Agreement proposed by either party to take effect January 1 of any renewal term shall be requested by so notifying the other party in writing not later than September 30 of the preceding year.

## 6.0 CRD COVENANTS

6.1 For the purposes of this Agreement, and in consideration of the Costs paid or agreed to be paid by Esquimalt pursuant to Section 7.1, the CRD shall provide the Services to Esquimalt in a competent, careful and professional manner, and shall without limitation:

- (a) maintain an office within the Capital Regional District which is open to the public during normal business hours for inquiries relating to the Services;
- (b) for the purpose of the poundkeeper component of the Services, maintain a pound facility in a location approved by the host local government, which facility and the operation thereof shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular shall be maintained in a sanitary condition providing for humane treatment of the animals impounded;
- (c) administer and enforce the Bylaw including without limitation any required court appearances and legal proceedings generally, engaging the professional legal counsel which may be required in connection therewith, and shall exercise the enforcement authority contained within the Bylaw for and on behalf of Esquimalt, except for any powers that remain to be exercised exclusively by Esquimalt pursuant to this Agreement or statute or common law applicable to local government;
- (d) account for all revenue from impoundment fees, violation fees, municipal ticket information fines, fees from sale of animals, and fine and court costs recovered through enforcement of the Bylaw;
- (e) keep a detailed record of accounts and activities in relation to the Services; prepare and deliver to Esquimalt not less than quarterly a report including the following information:
  - number of tickets, offence notices and warning notices issued;
  - number of animals impounded;
  - impoundment, boarding and ticket fine revenues received;
  - number and types of complaints received; and
  - number of hours spent on patrols in your respective areas.

including such information for both the reporting period and the year-to-date;

- (f) comply with reasonable instructions from Esquimalt with respect to the

- provision of the Services, including requests for special attention to particular geographical areas as required from time to time;
- (g) pursue on Esquimalt's behalf any civil remedy i.e. dog destruction orders, injunctions or civil proceedings authorized by resolution of Esquimalt council;
  - (h) obtain proof that a current Esquimalt licence has been obtained and paid for before releasing any impounded dog;
  - (i) maintain a monthly pound log in which shall be recorded, on a daily basis, all pound-related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
  - (j) maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the breed of the dog, the name and address of the dog owner if known, the name of the person bitten and the details of any charges under the Bylaw;
  - (k) ensure that CRD Animal Control and Bylaw Enforcement Officers are thoroughly informed of the provisions of the Bylaw and also the fine levels and offence descriptions set out in the Esquimalt *Ticket Information Utilization Bylaw, 1998, No. 2333* as amended from time to time;
  - (l) allow officers and employees of Esquimalt, at all reasonable times, access to all records, books and documents maintained by the CRD under this Agreement; and
  - (m) provide after hours emergency call-out services for serious incidents, including assistance to the Victoria Police Department, attacks by dogs on people or animals, injured animals and unusual situations deemed to involve public safety in relation to domestic animals.

## 7.0 ESQUIMALT COVENANTS

7.1 In consideration of the performance by the CRD of the Services, Esquimalt shall pay monthly, on invoice, to the CRD one twelfth (1/12) of the annual costs calculated in accordance with Section 1.1, and in addition shall:

- (a) hereby designate the Chief Administrative Officer of Esquimalt, and in his absence the Director of Financial Services/Deputy CAO of Esquimalt, as the primary contact with CRD staff with respect to the Services. The parties acknowledge that the intent of this provision is to avoid unnecessary duplication of effort by the CRD, as well as conflicting instructions from Esquimalt to the CRD. Other officers or employees of Esquimalt, including members of the Municipal Council, may contact the CRD Chief Bylaw Enforcement Officer directly but only for the purpose of making inquiries and not to give direction;

- (b) appoint those persons designated by CRD to enforce the Bylaws as authorized officers under section 268 of the Local Government Act;
- (c) administer the Esquimalt dog licence system including the sale of licences, bearing all costs and receiving and retaining all revenues connected therewith; and
- (d) pay over to the CRD, within thirty (30) days of receipt by Esquimalt from the Provincial Court Registry or directly from the offender, fine and court costs recovered through enforcement of the Bylaw by the CRD.

## **8.0 MUTUAL INDEMNIFICATION**

- 8.1 Except to the extent that a claim, loss, action, suit or demand, and legal fees and expenses associated therewith, is a result of a party's negligence or breach of its obligations under this Agreement, the other party shall indemnify and hold harmless the first mentioned party and its officers, employees and contractors from and against all such claims, losses, actions, suits, demands, fees and expenses arising out of this Agreement. There is no obligation for either party to indemnify the other after December 31, 2008.

## **9.0 INSURANCE**

- 9.1 The CRD through its self-insurance program, and Esquimalt through the Municipal Insurance Association of British Columbia, shall each maintain sufficient liability coverage to meet its indemnification obligations under Section 8, and more particularly in the case of Esquimalt shall maintain liability insurance coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per single occurrence, with the CRD to be added as an additional insured as defined in the Municipal Insurance Association Liability Protection Agreement. In the event that the CRD ceases to be self-insuring, it shall meet the same liability insurance policy requirements assumed by Esquimalt under this Agreement, with the necessary changes and as applicable.
- 9.2 Neither party shall cancel or materially change its insurance coverage without first providing the other with thirty (30) days written notice thereof.
- 9.3 Any liability insurance required hereunder must contain cross liability coverage in the event that both parties claim coverage under the same policy.

## **10.0 REGULATORY CHANGES**

- 10.1 Esquimalt shall provide the CRD with written notice of any pending amendment to or revision of the Bylaw not less than ten (10) days prior to the date of adoption thereof.

## **11.0 CONTRACTOR STATUS**

- 11.1 The parties agree that the CRD is an independent contractor engaged by Esquimalt

for the sole purpose of providing the Services. Neither the CRD nor any of its personnel is engaged by Esquimalt as an employee, servant or agent. The CRD is solely responsible for payment of Workers Compensation premiums and compliance with all WCB Regulations, and shall bear sole responsibility for the safety of its officers and employees and any costs whatsoever arising out of employee injuries or claims records. The CRD shall make all payroll payments or deductions required by law or collective agreement. Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture between Esquimalt and the CRD.

**12.0 REFERENCE TO CRD**

12.1 The CRD agrees to permit the use of its name and bylaw enforcement office telephone number and address in any Esquimalt notices and advertising relating to animal control.

**13.0 SETTLEMENT**

13.1 The parties acknowledge that they have a common goal of providing public service and will attempt to settle any differences arising in the administration of this Agreement amicably through discussion in good faith with a view to providing quality public service at a reasonable cost.

**14.0 NOTICE**

14.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by ordinary mail, faxed to or delivered at the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such Notice shall be deemed to have been received if mailed seventy-two (72) hours after the time of mailing and, if faxed or delivered, upon the date of faxing or delivery.

**15.0 ASSIGNMENT**

15.1 This Agreement is not assignable by either party without the express written consent of the other.

**16.0 POLICE AUTHORITY**

16.1 Nothing in this Agreement shall operate so as to prevent, limit or derogate from the authority of a municipal police officer to take enforcement action under the Bylaw, in which case revenues from any violation fees, municipal ticket information fines or other pecuniary penalties or assessments shall be retained by Esquimalt.

**17.0 BINDING EFFECT**

17.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day, month and year first above written.

The Corporate Seal of the CORPORATION OF THE TOWNSHIP OF ESQUIMALT was hereunto affixed in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Administrator

c/s

The Corporate Seal of the CAPITAL REGIONAL DISTRICT was hereunto affixed in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

c/s