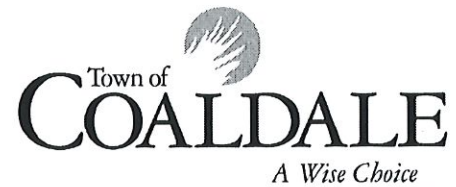


Wednesday, April 10, 2019

5:00p.m.

Town of Coaldale Council Chambers



Municipal Planning Commission Agenda

1.0 CALL TO ORDER

2.0 ADDITIONS TO THE AGENDA

3.0 ADOPTION OF THE MINUTES

March 13, 2019 meeting

4.0 BUSINESS FROM THE MINUTES

4.1 Development Permit 2018-001 extension request

5.0 NEW BUSINESS

5.1 Development Application 2019-031
Home Occupation 2 – Hair Salon
2116 – 24 Avenue

5.2 Development Application 2019-032
Accessory structure side yard waiver
1969 Parkside Blvd

5.3 Development Application 2019-033
Temporary sign time extension
West of McDonalds

5.4 Development Application 2019-034
Secondary Suite & Parking waiver
1970 Parkside Blvd

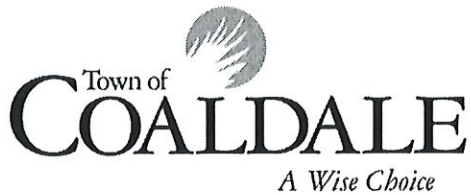
5.5 Development Application 2019-039
Home Occupation 2 – Pet sitting
1409 – 29 Avenue

6.0 INFORMATION ITEMS

7.0 IN-CAMERA DELIBERATIONS

8.0 ADJOURNMENT

Please contact Cindy L'Hirondelle if you are unable to attend this meeting.



**MUNICIPAL PLANNING COMMISSION
WEDNESDAY, MARCH 13, 2019
5:00 PM – COUNCIL CHAMBERS**

PRESENT:

Council Members:	R. Hohm (Chair), D. Lloyd
Citizen Members:	R. Pitsol, T. Stone
Director of Planning:	S. Croil
Economic and Community Development Manager:	C. Mills
Recording Secretary:	K. Bly
Gallery:	G. Morozoff, D. Bergen

1.0 CALL MEETING TO ORDER:

R. Hohm called the meeting to order at 5:00 p.m.

2.0 ADDITIONS TO / ADOPTION OF AGENDA: No additions.

3.0 ADOPTION OF MINUTES:

Municipal Planning Commission Minutes – February 13, 2019

MOTION: R. Pitsol moved to approve the February 13, 2019 minutes.

4-0 CARRIED

4.0 BUSINESS ARISING FROM MINUTES: None

5.0 NEW BUSINESS:

**5.1 Development Application 2019-008
 Shipping Container
 1213- 18 Avenue**

BACKGROUND/DESCRIPTION OF APPLICATION:

The Town of Coaldale has received a development permit application for a shipping container to be located in the rear yard of the above-mentioned property. Shipping Containers are a discretionary use within the Industry -I zoning district.

The proposed shipping container is 8 feet wide and 53 feet long. The east side yard, where the applicant is proposing the shipping container by located is approximately 10 feet wide. The applicant is proposing that the shipping container by located 2 feet from the west property line and right against the existing building. The building on the lot to the east is located approximately 9.5 feet from the property line.

- G. Morozoff, representing the applicant, said they have a number of products that do not have to be in warm storage. The current building is not big enough and they want to install the shipping container down the side, secured and safe from the public. If there is ever an issue it can be moved. There will be no combustible materials stored in the container. It will be tight against the building and as for fire hazard it is a steel container. There are a number of containers in the area. They choose to put it on the side of the building where it is out of sight.
- The commission asked if the container is considered moveable and would they consider moving it to the other side.
- G. Morozoff said the other side is a drive isle, with vehicles moving in and out constantly.
- The commission asked if they considered it a permanent fixture.
- G. Morozoff said as a shipping container it is never permanent. If they outgrow the current site or sell it can be moved to another building site. There is no foundation, nothing permanent.
- The commission noted the container is used for shipping, in this use it would be considered an accessory building which would require setbacks. Part of the bylaw for this property includes a 10-foot setback. With this shipping container in place, it is 2 feet from the property line. Would they not consider moving it to the other side?
- G. Morozoff said it would be in the way on the other side.
- S. Croil noted the Land Use Bylaw was updated last year to specifically address shipping containers. One of the ways it was updated was to allow shipping containers to remain shipping containers on properties zoned industrial. With this application it doesn't have to be considered an accessory structure.
- The commission also raised concerns about the utility lines that come through that same area.
- G. Morozoff said if they container had to be removed to access those lines, it would be at the expense of the property owner.
- The commission also questioned if there was going to be a door cut between the building and the container.
- G. Morozoff said no, and that could be included in the conditions if the MPC would like.
- The commission raised a concern with how visible it is from the highway.
- S. Croil said the MPC can require it be screened or the container be painted as part of the conditions of approval.
- The commission discussed possibility of fencing or painting of the container. There were also questions about the setback distance. Issues were also raised about the impact if the adjacent owner, who did not oppose the application, were to sell.
- The storage of combustibles was also discussed and it was noted it could be included in the conditions of the approval.

MOTION: R. Pitsol moved to approve Development Application 2019-008 with conditions including no combustibles to be stored inside the container, no connection to the main building and confirmation of side-yard distance through survey stake out.

1. Must obtain approval of a Building Permit from Superior Safety Codes Inc at (403) 320-0734 prior to commencement.
2. Setbacks to conform to site plan that was attached as part of the Development Permit application and to the current Land Use Bylaw 677-P-04-13, Schedule 2, Industry - I
3. Must contact Alberta 1st Call (1-800-242-3447) and Dig Shaw (1-866-344-7429) to locate any utility lines prior to commencement.
4. Refuse and or garbage during construction shall be in appropriate containers and shall be properly screened and placed in an approved enclosure until removed for disposal.
5. Ensure lot drainage is maintained.
6. The building, when completed, shall meet or exceed provincial building requirements and comply with all provincial and municipal health and fire regulations.

3-1 CARRIED

**5.2 Development Application 2019-016
Side yard waiver
1213 & 1217 – 33 Avenue**

BACKGROUND/DESCRIPTION OF APPLICATION:

The Town of Coaldale has received a development permit application for a secondary side yard waiver for a proposed new Single Detached Dwelling. The applicant is in the process of amalgamating 2 residential lots to accommodate the proposed design. The proposed Single Detached Dwelling would be located 11' – 5 ¾" away from the west property line whereas 25' is required as per Land Use Bylaw 677-P-04-13.

Notice of the application was sent to adjacent properties and no written or verbal concerns have been brought forward to date.

- D. Bergen speaking on behalf of his client addressed the application. The client wanted to buy two lots in order to create a bigger lot. The two lots have now been consolidated. He reviewed the design, the setbacks and the sight lines. The majority of the house is 25 feet back but the garage would encroach on the side yard.
- The commission noted on corner lots the secondary set back is 12 feet, 6 inches except on small lots where it is 10 feet. So, the standard has always been 12 feet, 6 inches?

- S. Croil said yes for zonings other than the one before the commission tonight.
- The commission said it could be set at 12 feet, 6 inches to be consistent. Would the owner consider moving it to meet the 12 feet, 6 inches?
- D. Bergen said there would be no problem to move it a foot.

MOTION: T. Stone moved to approve Development Application 2019-016 with conditions including waiver maximum of 12 feet, 6 inch setback.

1. Must obtain approval of a Building Permit from Superior Safety Codes Inc at (403) 320-0734 prior to commencement.
2. Must contact Alberta 1st Call (1-800-242-3447) and Dig Shaw (1-866-344-7429) to locate any utility lines prior to commencement.
7. Setbacks to conform to site plan that was attached as part of the Development Permit application and to the current Land Use Bylaw 677-P-04-13, Schedule 2, Country Residential – CR-2.
8. A person to whom a Development Permit has been issued shall notify the Designated Officer following the Stakeout of the site but prior to the commencement of construction.
9. A person to whom a Development Permit for a Single-Detached Dwelling has been issued shall provide the Designated Officer prior to construction a letter from a qualified Alberta Land Surveyor confirming that a qualified Alberta Land Surveyor conducted the Stakeout of the site for construction.

All elevations and grades shall comply with the Lot Grading Site Plan prepared by Douglas J. Bergen & Associated

10. The applicant/owner shall submit to the Town of Coaldale a soil bearing report.
11. Must obtain a competent Alberta Land Surveyor to establish the vertical grades and cuts prior to the excavation of the foundation. ***(Should the building be constructed lower than design finish grade due to a failure to survey the vertical grades for the foundation as per the lot grading design it may be at risk for flooding.)***
12. Refuse and or garbage during construction shall be in appropriate containers and shall be properly screened and placed in an approved enclosure until removed for disposal.
13. Developer/builder/applicant/owner shall comply with the Architectural Control Guidelines in FIELDSTONE MEADOWS
14. All homes in are required to drain their weeping tiles to the storm sewer system via a sump pump.
15. The connection of weeping tile foundation drainage systems to the sanitary sewer services in this development is **STRICTLY PROHIBITED**.
16. Ensure water does not drain into neighbouring properties.

17. For safe work-site purposes, it is recommended that the civic address of the site be displayed so it is visible from the street at all times during construction in the event that emergency services personnel are called to attend the site.
18. Excess dirt and mud that is tracked onto sidewalks and roads shall be cleaned up promptly as to not impact the neighborhood.
19. Development permit does not come into effect until the consolidation of the 2 lots is completed and registered with Alberta Land Titles.

4-0 CARRIED

The public portion of the meeting ended at 5:16 p.m.

MOTION: D. Lloyd moved to adjourn meeting at 5:36 p.m.

4-0 CARRIED



CHAIR- R. HOHM

RECORDING SECRETARY- KATE BLY

Staff Report to the Municipal Planning Commission

DEVELOPMENT PERMIT #:	2018-001
APPLICANT:	LASCO & Associated Companies
TYPE OF DEVELOPMENT:	Asphalt plant
CIVIC ADDRESS:	1024 - 11 Avenue
LEGAL DESCRIPTION:	Plan 1811685, Block 21, Lot 1
LAND USE ZONING:	Industry - I
USE:	Vacant lot
PARKING:	n/a
SETBACKS & HEIGHT:	n/a
SIGNS:	n/a
ARCHITECTURAL CONTROLS	n/a

BACKGROUND/DESCRIPTION OF APPLICATION:

LASCO & Associated Companies has requested an 8 month extension of development permit 2018-001. As per Land Use Bylaw 677-P-04-13; Administration schedule; 46(b), the validity of a development permit may be extended only one (1) time for up to six (6) additional months by the Municipal Planning Commission, if the Municipal Planning Commission issued it.

In the attached letter, the applicant outlines the reasons for the request.

The board may consider APPROVAL/REFUSAL of Development Permit extension request.

Respectfully Submitted:

Cindy L'Hirondelle
Manager of Development & Environmental Services

ATTACHED FILES:

- Letter from applicant



Cindy L'Hirondelle <buildingcoaldale@coaldale.ca>

Development Permit Extension

1 message

Rich Thiessen <rich@srcltd.ca>

Thu, Mar 28, 2019 at 9:47 AM

To: Cindy L'Hirondelle <buildingcoaldale@coaldale.ca>

Cc: Richard Thiessen <rich@srcltd.ca>, Kalen Hastings <cao@coaldale.ca>

Attention: Ms. Cindy L'Hirondelle,
Manager of Development & Environmental Services

Re: Request for Extension for Development Permit No. 2018-001

Dear Cindy,

LASCO & Associated Companies respectfully requests a 6-month extension for Development Permit No. 2018-001.

Given the time delays associated with the completion of the surrounding infrastructure, including the reconstruction of 8th street and the fourth phase of the Town's Northeast Industrial Park, we have decided to postpone set up of our infrastructure and asphalt making equipment until November 30, 2019.

Thank you for your time and consideration, and we look forward to working with you in the future.

Sincerely,

Richard Thiessen

General Manager

Staff Report to the Municipal Development Authority Board

Development Application #	2019-031
Applicant	Tessa Neufeld
Civic Address	2116 – 24 Avenue
Legal Description	Plan 5703HJ, Block 16, Lot 22
Zoning	Residential – R-1A
Description of Application	Home Occupation 2 – Hair Salon

BACKGROUND/DESCRIPTION OF APPLICATION:

We are in receipt of Development Application 2019--31 to establish a Home Occupation 2 – Hair Salon at the above referenced property.

- Clients are by appointment
- Hours of operation –9:00 am – 3:00 pm, part-time
- No additional employees other than the homeowner
- **2 parking stalls provided by the existing driveway**

The Town of Coaldale Land-Use Bylaw states that a Home Occupation 2 is a Discretionary Use in the Residential – R-1A zoning. As such, a hearing must be held by the Municipal Planning Commission (MPC) of the Town of Coaldale for consideration of the application.

Notice of the application was sent to the neighbouring property owners and no written or verbal concerns have been brought forward.

APPLICABLE SECTIONS OF THE LAND USE BYLAW:

- Land Use Bylaw, Schedule 2, Residential – R-1A
- Land Use Bylaw, Schedule 7, Home Occupations

Land Use Bylaw 677-P-04-13, Schedule 7 – Home Occupations, Section 3 – General Standards, Sub-Section (h) states:

“Home Occupations shall not generate vehicular traffic or parking, in excess of that which is characteristic of the district within it is located.”

Land Use Bylaw 677-P-04-13, Schedule 7 – Home Occupations, Section 3 – General Standards, Sub-Section (q)(ii) states:

"Home Occupations shall not include any use that would, in the opinion of the Development Authority, materially interfere with or affect the use, enjoyment or value of the neighbouring properties."

RECOMMENDATION

The board considers APPROVAL of Development Application (2019-031) to establish a Home Occupation 2 – Hair Salon at 2116 – 24 Avenue subject to the following conditions:

1. Applicant complies with the Land Use Bylaw No 677-P-04-13, Schedule 7, Home Occupations District;
2. Development Permit #2019-031 may be revoked at any time if, in the opinion of the Development Authority, the use is or has become detrimental to the amenities of the neighborhood.
3. Applicant applies to the Town of Coaldale for a Business License.
4. Hours of operation will be: 9:00 am – 3:00 pm, part time.
5. By appointment only
6. At no time shall there be a surplus of vehicles parked on or in front of the subject property to ensure there will be no traffic or parking problems within the neighbourhood.
7. A separate sign application must be submitted to the Town of Coaldale.

Respectfully Submitted:

Cindy L'Hirondelle
Manager of Development & Environmental Services

ATTACHED FILES:

- Notice to Neighbouring Property Owners



March 25, 2019

TO: NEIGHBOURING PROPERTY OWNERS

RE: DEVELOPMENT APPLICATION 2019-030

APPLICANT: TESSA NEUFELD

**ADDRESS: 2116 - 24 AVENUE, COALDALE, ALBERTA
PLAN 5703HJ, BLOCK 16, LOT 22**

ZONING: RESIDENTIAL -R-1A

Dear Sir/Madam,

We are in receipt of Development Application #2019-030 requesting a Home Occupation 2 – Hair Salon at the above noted address.

- Hours of operation would be 9am – 3pm, part time
- There are 2 off-street parking stalls available for client visits
- No additional employees other than homeowner

The Town of Coaldale Land-Use Bylaw states that discretionary uses within zoning districts shall be considered by the Municipal Planning Commission (MPC). As such, a hearing must be held for consideration of this application.

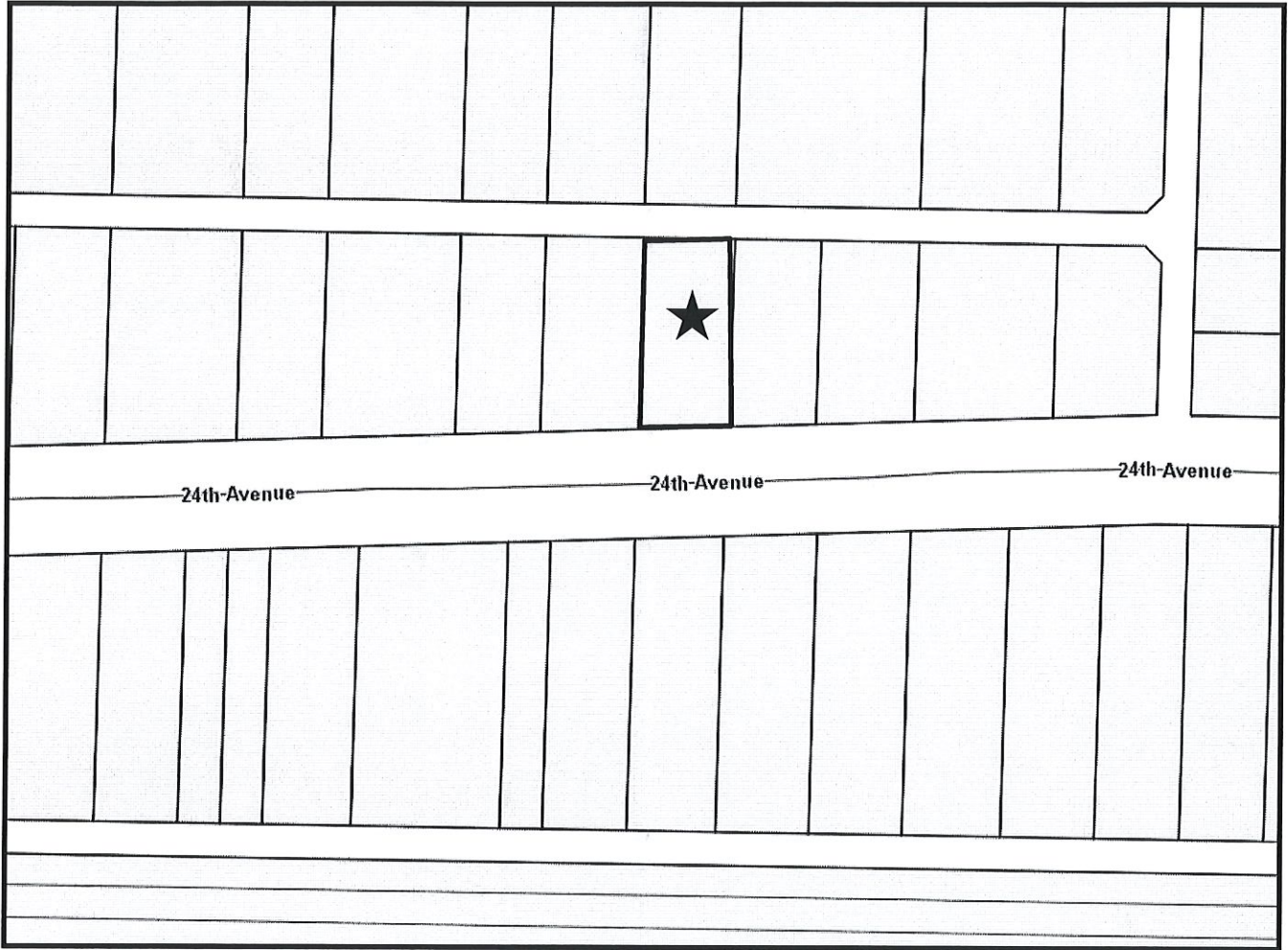
The full agenda will be posted on our website by April 3, 2019 at the following link, <http://www.coaldale.ca/mpc-meeting-agendas/>

Pursuant to the provisions of Section 42 of the Bylaw 677-P-04-13 being the Land Use Bylaw of the Town of Coaldale, notice is hereby given that on **Wednesday, April 10, 2019, at 5:00 p.m., the Municipal Planning Commission (MPC) will consider an application for Development Permit (#2019-030) requesting a waiver. The hearing will take place in the Town Council Chambers at 1920 - 17 Street Coaldale, Alberta.**

Any comments you wish to make concerning the application can be made in writing to the Town of Coaldale by 1:00pm on Friday April 5, 2019 or verbally at the meeting. Comments for the application can be dropped off in person at the Town Office, faxed to 403-345-1311 or emailed to buildingcoaldale@coaldale.ca. Please note that all submissions will be made public.

Sincerely,

Cindy L'Hirondelle
Manager of Development & Environmental Services
cc. Applicant



Staff Report to the Municipal Planning Commission

DEVELOPMENT PERMIT #:	2019-032
APPLICANT:	Michelle Stuart
TYPE OF DEVELOPMENT:	Existing Accessory Structure
CIVIC ADDRESS:	1969 Parkside Blvd
LEGAL DESCRIPTION:	Plan 0312206, Block 2, Lot 4
LAND USE ZONING:	Residential Small Lot – R-1B
USE:	Single Detached Dwelling
PARKING:	n/a
SETBACKS & HEIGHT:	Side yard setback – 0.76m and 0.78m (required 0.90m)
SIGNS:	n/a
ARCHITECTURAL CONTROLS	n/a

BACKGROUND/DESCRIPTION OF APPLICATION:

The Town of Coaldale has received a development permit application for a side yard waiver on an existing detached accessory structure. Development permit 2015-086 was issued for the detached accessory structure and the approved sided yard setback was 3' (0.90m) which is the required side yard setback. The proposed detached accessory structure is located 2.49' (0.76m) and 2.56' (0.78m) away from the north property line whereas 3' (0.90m) is required as per Land Use Bylaw 677-P-04-13.

Notice of the application was sent to adjacent properties and no written or verbal concerns have been brought forward to date.

OPTIONS:

The board may consider APPROVAL of Development Application (#2019-032).

The board may consider REFUSAL of Development Application (#2019-032).

Respectfully Submitted:

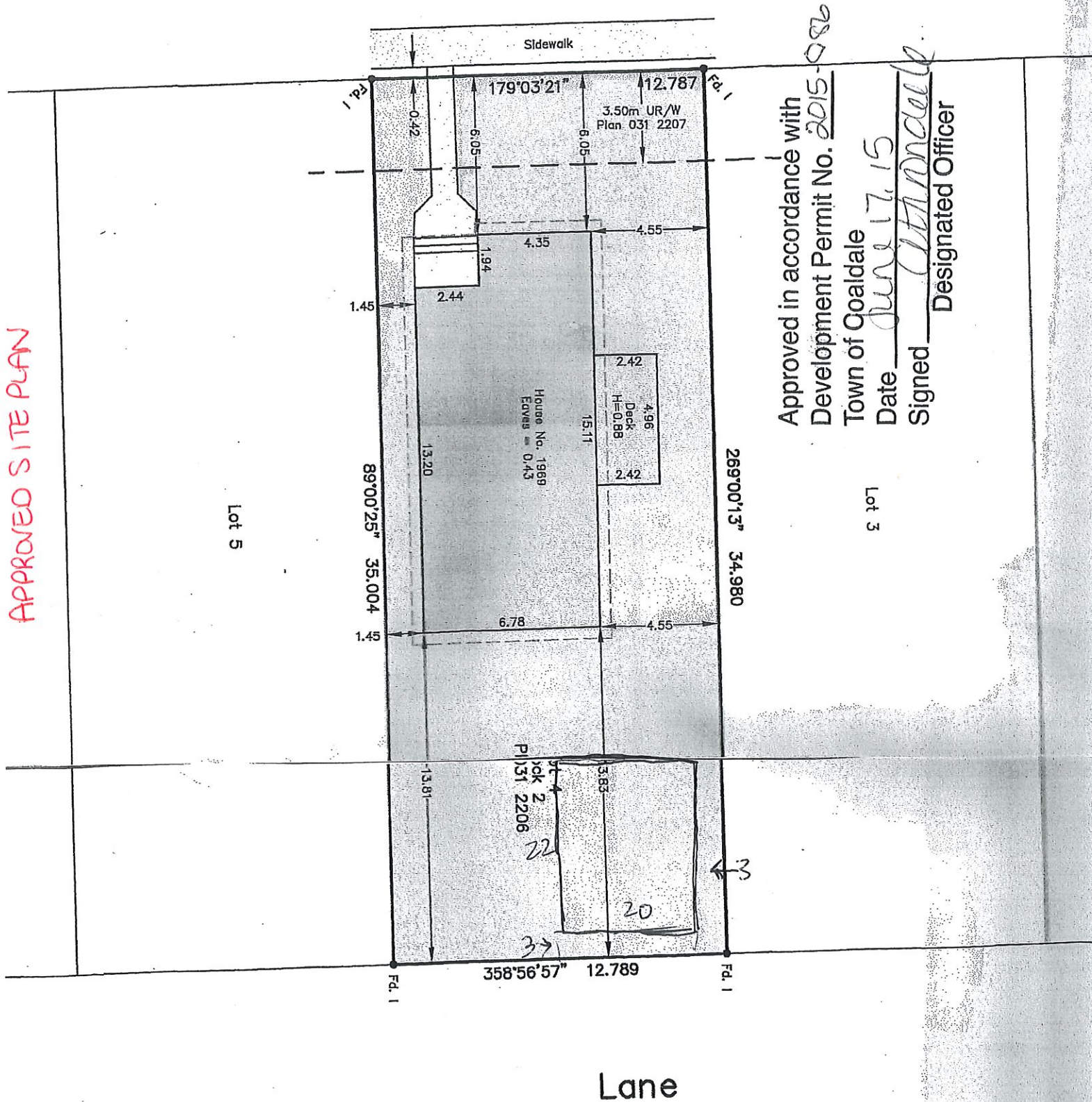
Cindy L'Hirondelle
Manager of Development & Environmental Services

ATTACHED FILES:

- As-built site plan
- Approved site plan with development permit 2015-086

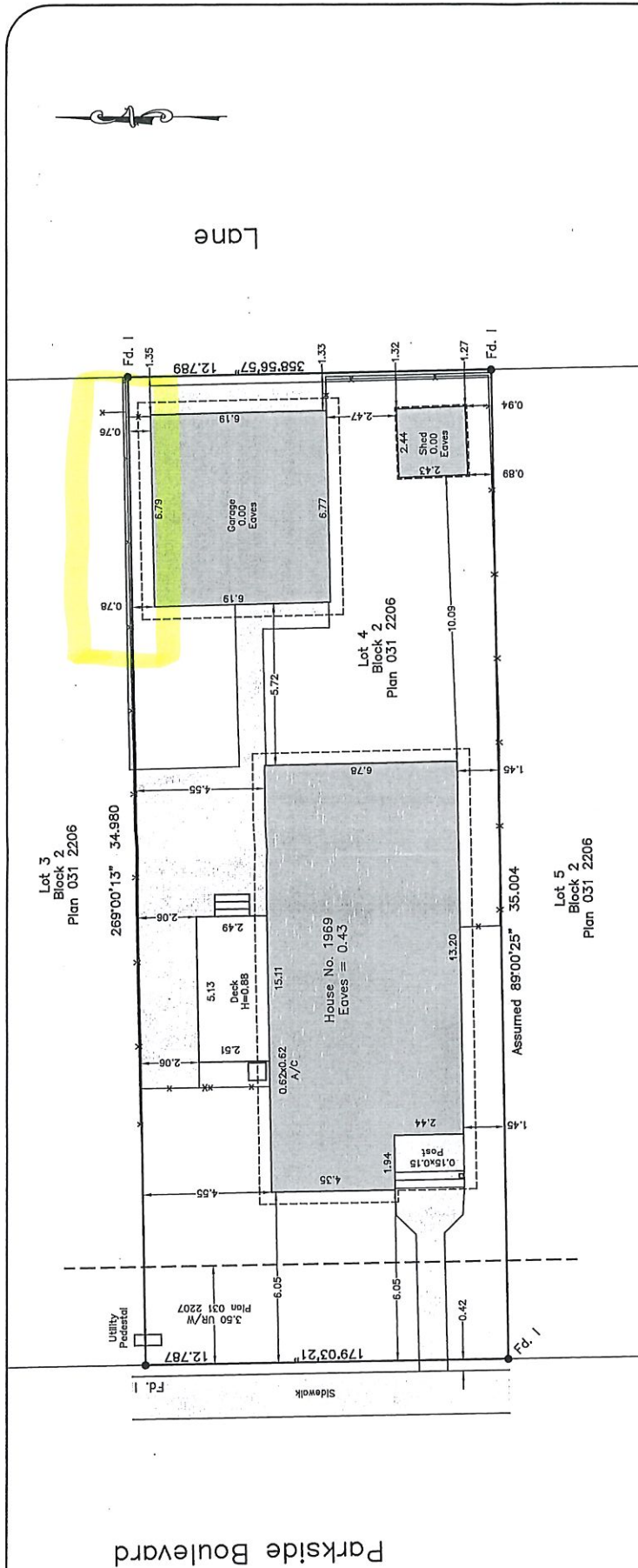
Parkside Boulevard

APPROVED SITE PLAN



Approved in accordance with
Development Permit No. 2015-086
Town of Coaldale
Date June 17, 2015
Signed *C. A. M. M. M.*
Designated Officer

ASBUILT SITE PLAN



Alberta Land Surveyor's Real Property Report

- LEGEND**
- Reference Bearing Assumed from Registered Plan 031 2206
 - Legal survey monuments are shown thus:
 - Fd. I
 - Buildings and eaves are shown thus:
 - ▬
 - Concrete is shown thus:
 - ▬
 - Property boundaries are shown thus:
 - ▬
 - Fence lines are shown thus:
 - ▬
 - UR/W boundaries are shown thus:
 - ▬

- Dimensions are in metres and decimals thereof.
- Distances are to the existing exterior cladding of the buildings at the time of the survey, unless otherwise shown.
- Eaves are dimensioned from building edge to outside fascia edge, excluding eavesstrutting.
- Fences are dimensioned to the centreline of the fence line.
- Fences which appear to define property lines are within 0.20 metres of property line, unless otherwise noted
- UR/W indicates Utility Right of Way
- Ht= indicates Height
- A/C indicates Air Conditioning Unit

The extent of the Title for the Subject Property is affected by:
 Particulars
 1) Restrictive Covenant
 2) UR/W - Plan 031 2207
 -No representations are made as to encumbrances that may exist against the title of this property.
 This Plan is Page 2 of a Real Property Report and is ineffective if it is detached from Page 1 and 3. Page 2 of 3

SCALE: 1:150	MARTIN GEOMATIC CONSULTANTS LTD.
File No. 187901RPR	ALBERTA LAND SURVEYORS
UPDATE	255 - 31st Street North
	Lethbridge, Alberta
	T1H 3Z4
Drawn by:	Phone:329-0050 Fax:329-6594
jml	E-mail:geomatic@mgcl.ca ©2018

Staff Report to the Municipal Planning Commission

Development Application #	2019-033
Applicant	Town of Coaldale Community Services
Civic Address	Land located west of 2608 – 21 Avenue
Legal Description	n/a
Zoning	n/a
Description of Application	Time Extension Request for a temporary Sign

BACKGROUND/DESCRIPTION OF APPLICATION:

We are in receipt of a Development Application (#2019-033) to display a temporary sign at the above referenced property.

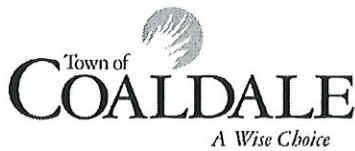
Land Use Bylaw 677-P-04-13 states that a development permit for a portable sign shall be valid for a period of no longer than 60 days. The Land Use Bylaw also states that once the permit has expired for a portable sign at a location address, application for another portable sign on the same site shall not occur until 30 days has elapsed from the expiration of the previously approved permit or 30 days from the date at which the portable sign is removed, whichever is the later of the two dates.

A request has been made for a 90 day time extension waiver which would allow the sign to be displayed continuously for a total of 150 days, April 15, 2019 to September 15, 2019.

The Town of Coaldale Land-Use Bylaw states that waivers exceeding 10% of any measurable standard shall be considered by the Municipal Planning Commission (MPC). As such, a hearing must be held for consideration of this application. Notice of the application was sent to neighbouring property owners. We have not had any written or verbal concerns brought forward.

APPLICABLE SECTIONS OF THE LAND USE BYLAW:

- Land Use Bylaw, Schedule 2, Highway Commercial – C-2
- Land Use Bylaw, Schedule 13, Sign Regulations



April 25, 2019

TO: NEIGHBOURING PROPERTY OWNERS

**RE: NOTICE OF MUNICIPAL PLANNING COMMISSION MEETING
DEVELOPMENT APPLICATION 2019-033**

APPLICANT: TOWN OF COALDALE

**ADDRESS: ON TOWN OF COALDALE PROPERTY TO THE WEST OF
2608 – 21 AVENUE**

ZONING: HIGHWAY COMMERCIAL – C-2

Dear Sir/Madam,

We are in receipt of a Development Application (#2019-033) to display a temporary sign at the above referenced property. Land Use Bylaw 677-P-04-13 states that a development permit for a temporary sign shall be valid for a period of no longer than 60 days. A request has been made for a 90 day time extension waiver which would allow the sign to be displayed continuously for a total of 150 days beginning April 15, 2019.

The Town of Coaldale Land-Use Bylaw states that waiver exceeding 10% of any measurable standard shall be considered by the Municipal Planning Commission (MPC). As such, a hearing must be held for consideration of this application.

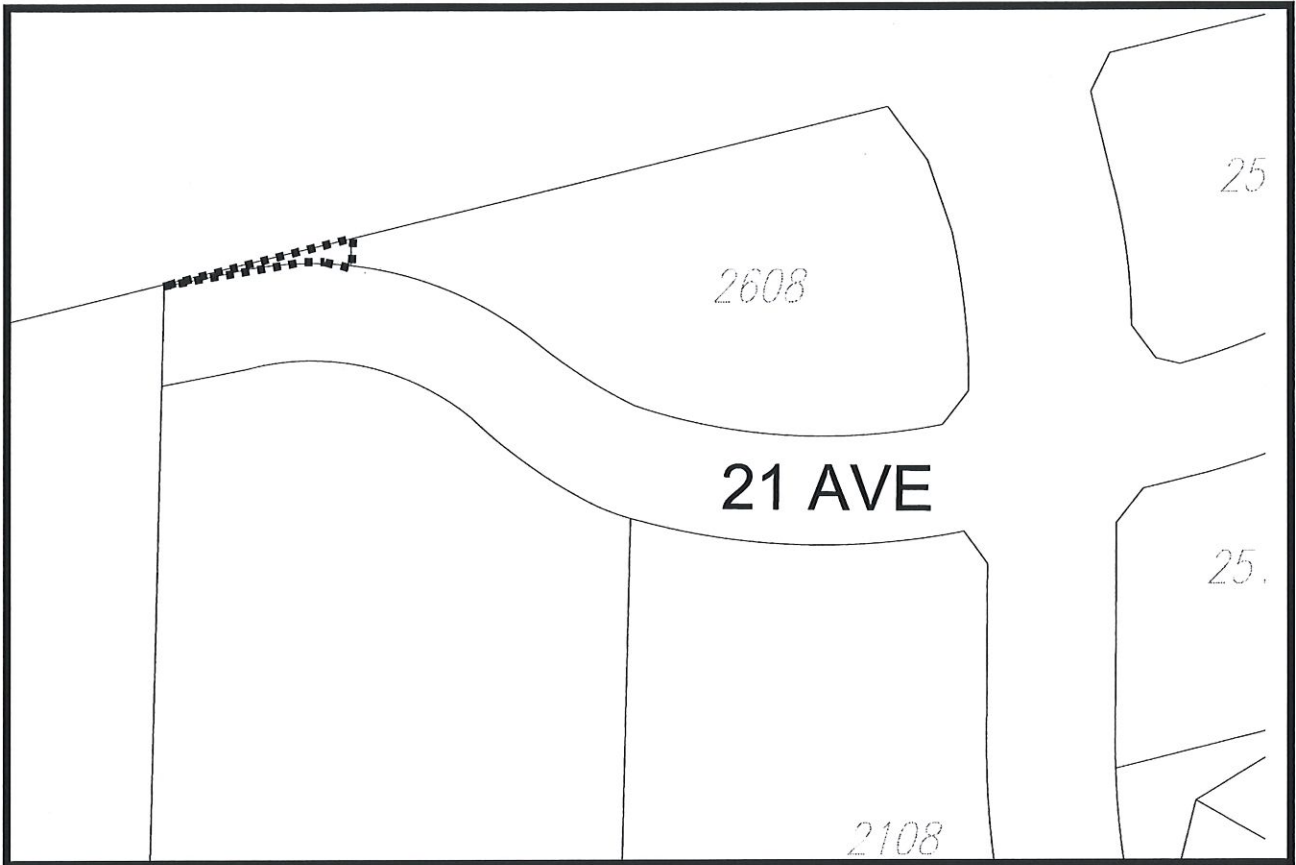
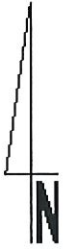
The full agenda will be posted on our website by April 3, 2019 at the following link, <http://www.coaldale.ca/mpc-meeting-agendas/>

Pursuant to the provisions of Section 42 of the Bylaw 677-P-04-13 being the Land Use Bylaw of the Town of Coaldale, notice is hereby given that on **Wednesday, April 10, 2019 at 5:00p.m., the Municipal Planning Commission (MPC) will consider Development Application (#2019-033). The hearing will take place in the Town Council Chambers at 1920 – 17 Street, Coaldale, Alberta.**

Any comments you wish to make concerning the application can be made in writing to the Town of Coaldale by 1:00pm on Friday, April 5, 2019 or verbally at the meeting. Comments on the application can be dropped off in person at the Town Office, faxed to 403-345-1311 or emailed to buildingcoaldale@coaldale.ca. Please note that all submissions will be made public.

Sincerely,

Cindy L'Hirondelle
Manager of Development & Environmental Services
cc. *Applicant*



OPTIONS:

THAT the board may consider APPROVAL of Development Application (#2019-033) to display a portable sign at the above referenced property subject to the following conditions:

1. The sign must be removed on or before September 15, 2019
2. The portable sign is to be non-illuminated and the position of the sign will not impede the vision of drivers.
3. The sign shall not project or overhang onto public property.

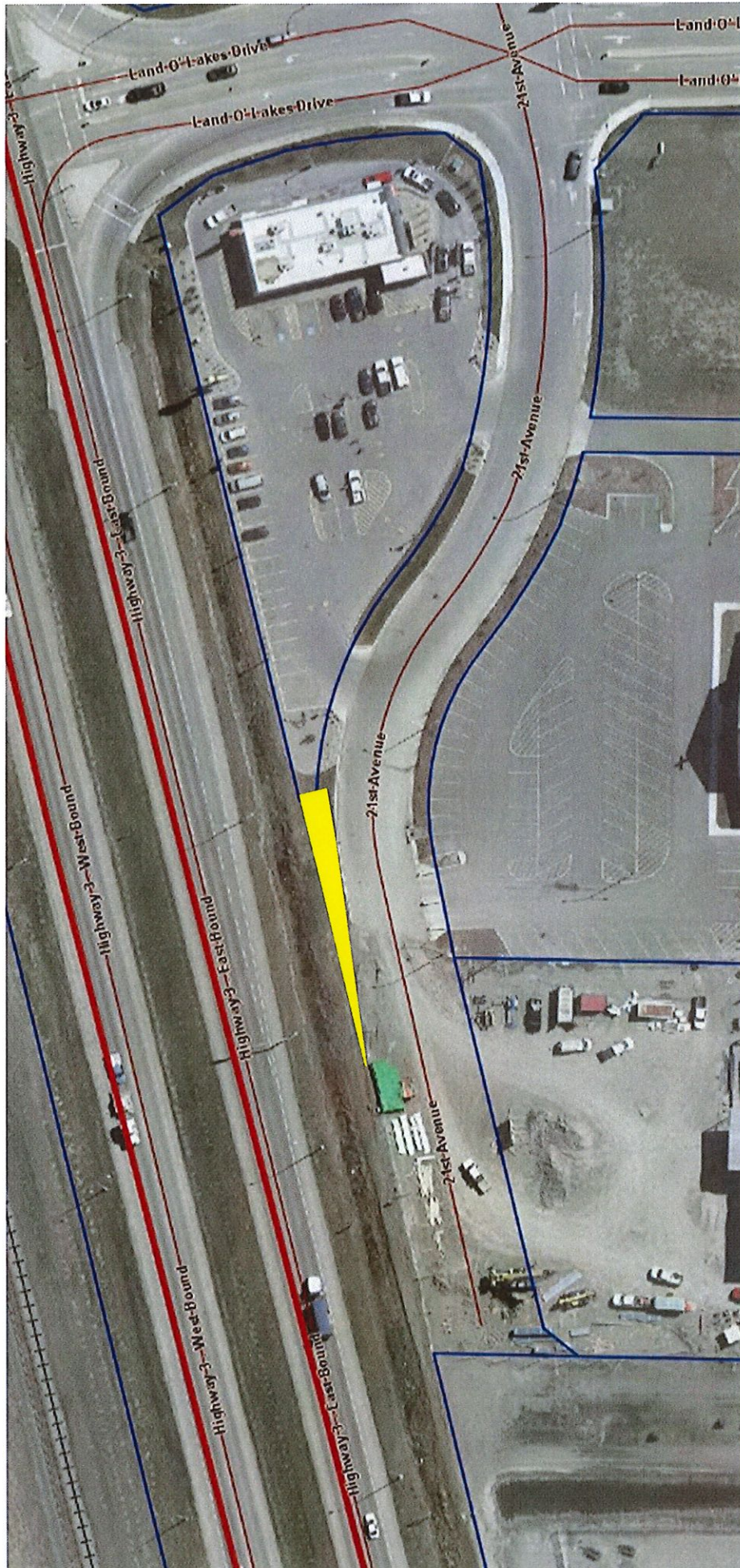
THAT the board may consider REFUSAL of Development Application (#2019-033) for the following reasons: _____

Respectfully Submitted:

Cindy L'Hirondelle
Manager of Development & Environmental Services

ATTACHED FILES:

- Notice to Neighbouring Property Owners
- Aerial map



Staff Report to the Municipal Development Authority Board

Development Application #	2019-034
Applicant	Cameron & Carla Murray
Civic Address	1970 Parkside Blvd
Legal Description	Plan 0312206, Block 11, Lot 3
Zoning	Residential Starter Lot – R-1C
Description of Application	Secondary Suite – Discretionary Use

BACKGROUND/DESCRIPTION OF APPLICATION:

We are in receipt of Development Application 2019--034 to create a secondary suite within the above mentioned property. The Town of Coaldale Land-Use Bylaw states that a secondary suite is a Discretionary Use in the Residential Starter Lot – R-1C zoning. As such, a hearing must be held by the Municipal Planning Commission (MPC) of the Town of Coaldale for consideration of the application.

Residents that include a secondary suite are required to have 4 off-street parking stalls. The applicant is proposing to have 3 stalls located at the rear of the property on the parking pad that is currently in place. The applicant has included a site plan indicating where they could place one more off-street parking stall if the waiver is not granted.

Notice of the application was sent to the neighbouring property owners and no written or verbal concerns have been brought forward.

APPLICABLE SECTIONS OF THE LAND USE BYLAW:

- Land Use Bylaw, Schedule 4, Standards of Development; 25 – Secondary Suites
- Land Use Bylaw, schedule 2; Residential Starter Lot – R-1C

RECOMMENDATION

The board considers APPROVAL of Development Application (2019-034) for a secondary suite be subject to the following conditions:

1. Must obtain **approval** of a Building Permit from Superior Safety Codes Inc at (403) 320-0734 **prior** to commencement.
2. Applicant/Owner shall contact the fire department at 403-345-1330 and arrange for a fire inspection when construction is complete if the house was built after 2005.

3. The applicant/owner shall maintain the 2 proposed parking stalls for the life of the secondary suite as per the approved site plan.
4. All required off-street parking stalls for a secondary suite shall be hard surfaced (e.g. cement, pavement/asphalt, etc.)
5. The secondary suite shall not exceed the floor area of the first storey of the associated principal dwelling (excluding staircases).
6. A secondary suite shall be developed in such a manner that the exterior of the principal dwelling containing the secondary suite shall appear as a single-detached dwelling.
7. Only one secondary suite shall occupy the dwelling the develop permit is issued to.
8. The number of persons occupying the secondary suite shall not exceed four (4).

The board may consider REFUSAL of Development Application (#2019-034).

Respectfully Submitted:

Cindy L'Hirondelle
Manager of Development & Environmental Services

ATTACHED FILES:

- Notice to Neighbouring Property Owners
- Parking plan
- Site plan for optional front parking pad

Secondary Suite Proposal for 1970 Parkside Blvd., Coaldale AB. Plan 031 2206 Block1 Lot 3

Submitted by:

Cam and Carla Murray

2109 -10A street, Coaldale, AB

403-345-6684

March 25, 2019

Background

1970 Parkside Blvd., built in 2004, is for sale and an offer to purchase has been made by the applicants on the condition that it can be approved for a secondary suite.

- Superior Safety Codes Inc and a contractor have visited the site for consultation
- The structure (a four-level split) allows for relatively easy legal secondary suite conversion
- Proper permits and building codes will be followed
- Conditions of Land Use Bylaw 677-P-04-13 Secondary Suites will be followed; however, we are requesting a waiver from compliance with schedule 11 – Off-Street Parking and Loading Requirements

Waiver Request

Schedule 11 – Off-Street Parking and Loading Requirements calls for four parking spaces (3 meters each) totalling 12 meters, whereas current off-street parking is the width of the property and is 10 meters, allowing for three spaces, or four at 2.5 meters each. Current off-street parking is hard surfaced (cement), at the rear of the home with alley access.

Other options have been considered, which would need approval, if waiver is not granted. The preference is to leave parking as is:

- Create a driveway space with access from the street, at the front of the home; however, this takes away from a street parking spot. Also, does this interfere with boulevard architectural controls?
- Create a tandem space with the existing parking; however, this means extending a space right up to the backside of the home which is undesirable. Also, main floor tenants will likely park in the front regardless of its creation.



March 25 2019

TO: NEIGHBOURING PROPERTY OWNERS

RE: DEVELOPMENT APPLICATION 2019-034

APPLICANT: CAMERON & CARLA MURRAY

**ADDRESS: 1970 PARKSIDE BOULEVARD, COALDALE, ALBERTA
PLAN 0312206, BLOCK 1, LOT 3**

ZONING: RESIDENTIAL STARTER LOT – R-1C

Dear Sir/Madam,

We are in receipt of Development Application #2019-034, for a secondary suite and parking waiver at the above mentioned property. The proposed secondary suite is a discretionary use as per Land Use Bylaw 677-P-04-13. As per Land Use Bylaw 677-P-04-13, 2 off-street parking stalls are required for the primary dwelling unit plus 2 for the secondary suite, the above mentioned property currently has 3 off-street parking stall located at the rear of the property.

The Town of Coaldale Land-Use Bylaw states that any waiver greater than 10% and/or discretionary use shall be considered by the Municipal Planning Commission (MPC). As such, a hearing must be held for consideration of this application.

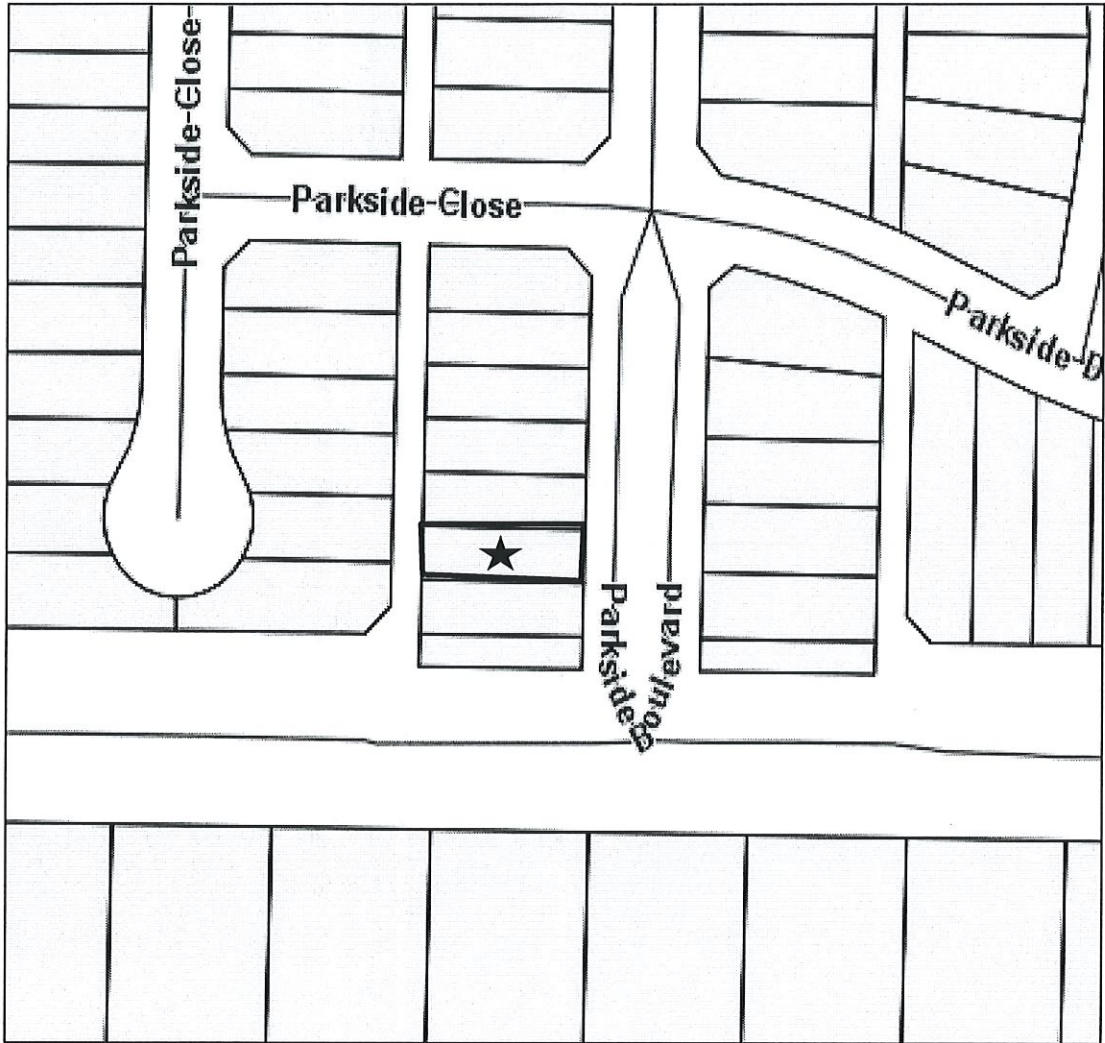
The full agenda will be posted on our website by April 3, 2019 at the following link, <http://www.coaldale.ca/mpc-meeting-agendas/>

Pursuant to the provisions of Section 42 of the Bylaw 677-P-04-13 being the Land Use Bylaw of the Town of Coaldale, notice is hereby given that on **Wednesday, April 10, 2019, at 5:00 p.m., the Municipal Planning Commission (MPC) will consider an application for Development Permit (#2019-034) requesting a waiver. The hearing will take place in the Town Council Chambers at 1920 – 17 Street Coaldale, Alberta.**

Any comments you wish to make concerning the application can be made in writing to the Town of Coaldale by 1:00pm on Friday, April 5, 2019 or verbally at the meeting. Comments for the application can be dropped off in person at the Town Office, faxed to 403-345-1311 or emailed to buildingcoaldale@coaldale.ca. Please note that all submissions will be made public.

Sincerely,

Cindy L'Hirondelle
Manager of Development & Environmental Services
cc. Applicant





Off-street parking

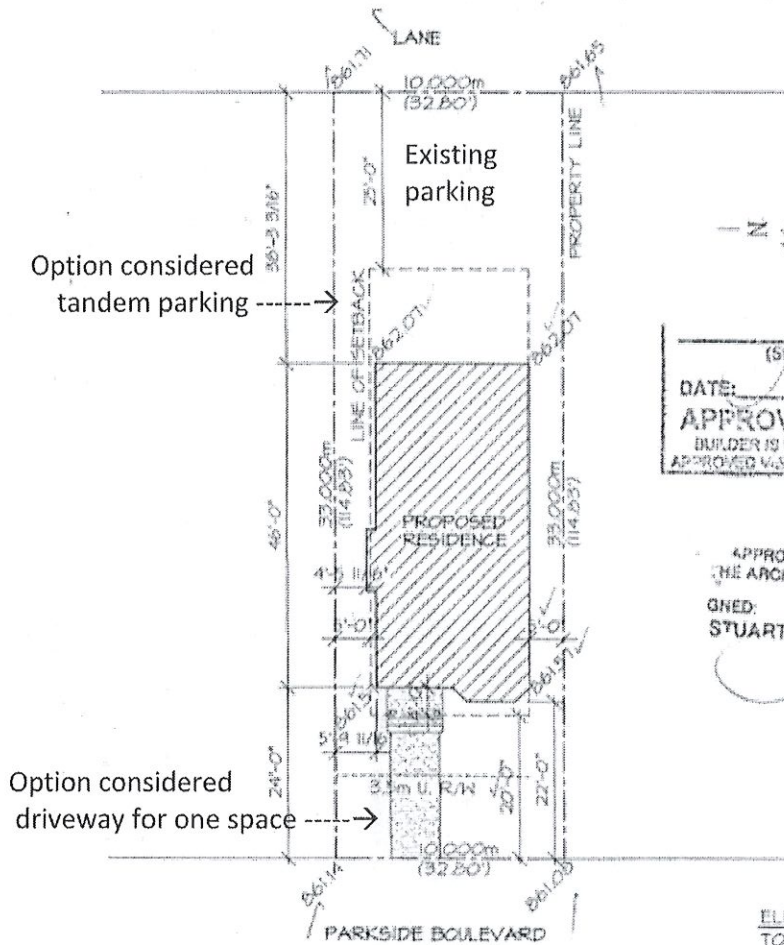
SITE PLAN

LEGAL DESCRIPTION

LOT: 3
BLOCK: 1
PLAN: 031 2206
ADDRESS: 1970 PARKSIDE BOULEVARD, COALDALE, AB

RECEIVED
NOV 15 2004

TOWN OF COALDALE



(Stuart Johnstone Architect Ltd.)
DATE: Nov 10 2004
APPROVED VERTICAL GRADES
BUILDER IS RESPONSIBLE FOR FOLLOWING THESE
APPROVED VERTICAL GRADES AS SHOWN ON THIS PLAN

APPROVED PURSUANT TO THE TERMS OF
THE ARCHITECTURAL CONTROLS AGREEMENT
DATED: Nov 10 2004
STUART JOHNSTONE ARCHITECT TO

ELEVATIONS	
TOP OF MAIN FLOOR	862.85
TOP OF BASEMENT SLAB	860.26
U/S OF FOOTING (FRONT)	858.95
U/S OF FOOTING (REAR)	860.76
SANITARY INVERT	858.08 ✓

SITE PLAN

1" = 20'-0"

- NOTES
- THE CONTRACTOR SHALL VERIFY SEWER INVERT PRIOR TO EXCAVATION OF BASEMENT.
 - THE CONTRACTOR SHALL USE CAUTION TO ENSURE FOOTINGS ARE BEARING ON UNDISTURBED SOIL.

Staff Report to the Municipal Development Authority Board

Development Application #	2019-09
Applicant	Juliana Halifax
Civic Address	1409 – 29 Avenue
Legal Description	Plan 0111876, Block B, Lot 27
Zoning	Country Residential One 'A' – CR-1A
Description of Application	Home Occupation 2 – Pet Sitting/Boarding

BACKGROUND/DESCRIPTION OF APPLICATION:

We are in receipt of Development Application 2019--039 to establish a Home Occupation 2 – Pet Sitting/Boarding at the above referenced property.

- Hours of operation –8:00 am – 6:00 pm, 7 days a week
- No additional employees other than the homeowner
- 1-5 dogs plus the property owners' dog(s)
- **7 parking stalls provided by the existing driveway**

Coaldale and District Municipal Enforcement provided the following comment based on Bylaw 569-R-10-06 – Dog Regulation and Control:

"A fancier's license; covers keeping or "harboring", on land or premises occupied by the owner. Harboring by definition; is to give shelter to. So that could cover the fact that she would still need to apply for a dog fancier's license and then is only restricted to 5 at a time (this includes her own dogs on the property). Having a boarding kennel, also comes with the potential for excessive barking/howling, which is a bylaw infraction"

The Town of Coaldale Land-Use Bylaw states that a Home Occupation 2 is a Discretionary Use in the Country Residential One 'A' – CR-1A zoning. As such, a hearing must be held by the Municipal Planning Commission (MPC) of the Town of Coaldale for consideration of the application.

Notice of the application was hand delivered to the neighbouring property owners and no written or verbal concerns have been brought forward to date.

APPLICABLE SECTIONS OF THE LAND USE BYLAW:

- Land Use Bylaw, Schedule 2, Country Residential One 'A' – CR-1A
- Land Use Bylaw, Schedule 7, Home Occupations

Land Use Bylaw 677-P-04-13, Schedule 7 – Home Occupations, Section 3 – General Standards, Sub-Section (e) states:

“Home Occupations shall not be permitted in any residential land use district if, in the opinion of the Development Authority, the use would be more appropriately located in a commercial or industrial land use district

Land Use Bylaw 677-P-04-13, Schedule 7 – Home Occupations, Section 3 – General Standards, Sub-Section (h) states:

“Home Occupations shall not generate vehicular traffic or parking, in excess of that which is characteristic of the district within it is located.”

Land Use Bylaw 677-P-04-13, Schedule 7 – Home Occupations, Section 3 – General Standards, Sub-Section (q)(ii) states:

“Home Occupations shall not include any use that would, in the opinion of the Development Authority, materially interfere with or affect the use, enjoyment or value of the neighbouring properties.”

RECOMMENDATION

The board considers APPROVAL of Development Application (2019-031) to establish a Home Occupation 2 – Pet Sitting/Boarding at 1409 29 Avenue subject to the following conditions:

1. Applicant complies with the Land Use Bylaw No 677-P-04-13, Schedule 7, Home Occupations District;
2. Development Permit #2019-039 may be revoked at any time if, in the opinion of the Development Authority, the use is or has become detrimental to the amenities of the neighborhood.
3. Applicant applies to the Town of Coaldale for a Business License.
4. Hours of operation will be: 8:00 am – 6:00 pm, 7 days a week.
5. At no time shall there be a surplus of vehicles parked on or in front of the subject property to ensure there will be no traffic or parking problems within the neighbourhood.
6. A separate sign application must be submitted to the Town of Coaldale.
7. Applicant MUST obtain a Town of Coaldale Fanciers license.

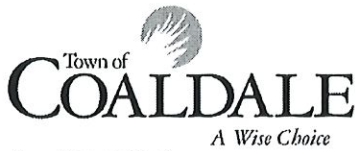
The board may consider REFUSAL of Development Application (#2019-039).

Respectfully Submitted:

Cindy L'Hirondelle
Manager of Development & Environmental Services

ATTACHED FILES:

- Notice to Neighbouring Property Owners
- Information from applicant
- Bylaw 569-R-10-06 – Dog Regulation and Control Bylaw



April 2, 2019

TO: NEIGHBOURING PROPERTY OWNERS

RE: DEVELOPMENT APPLICATION 2019-039

APPLICANT: JULIANA HALIFAX

ADDRESS: 1409 - 29 AVENUE, COALDALE, ALBERTA
PLAN 0111876, BLOCK B, LOT 27

ZONING: COUNTRY RESIDENTIAL ONE 'A' - CR_1A

Dear Sir/Madam,

We are in receipt of Development Application #2019-039 requesting a Home Occupation 2 – Pet Sitting at the above noted address:

- Hours of operation would be 8am – 6pm, 7 days a week
- There are 7 off-street parking stalls available for client visits
- No additional employees other than homeowner
- 1-5 dogs plus the property owners' dog(s)

Business consists of pet day care, pet walking, going to client's homes to let their pets(s) out and feed them and dog boarding. Dog boarding can be from 1 nights up to 2 weeks.

The Town of Coaldale Land-Use Bylaw states that discretionary uses within zoning districts shall be considered by the Municipal Planning Commission (MPC). As such, a hearing must be held for consideration of this application.

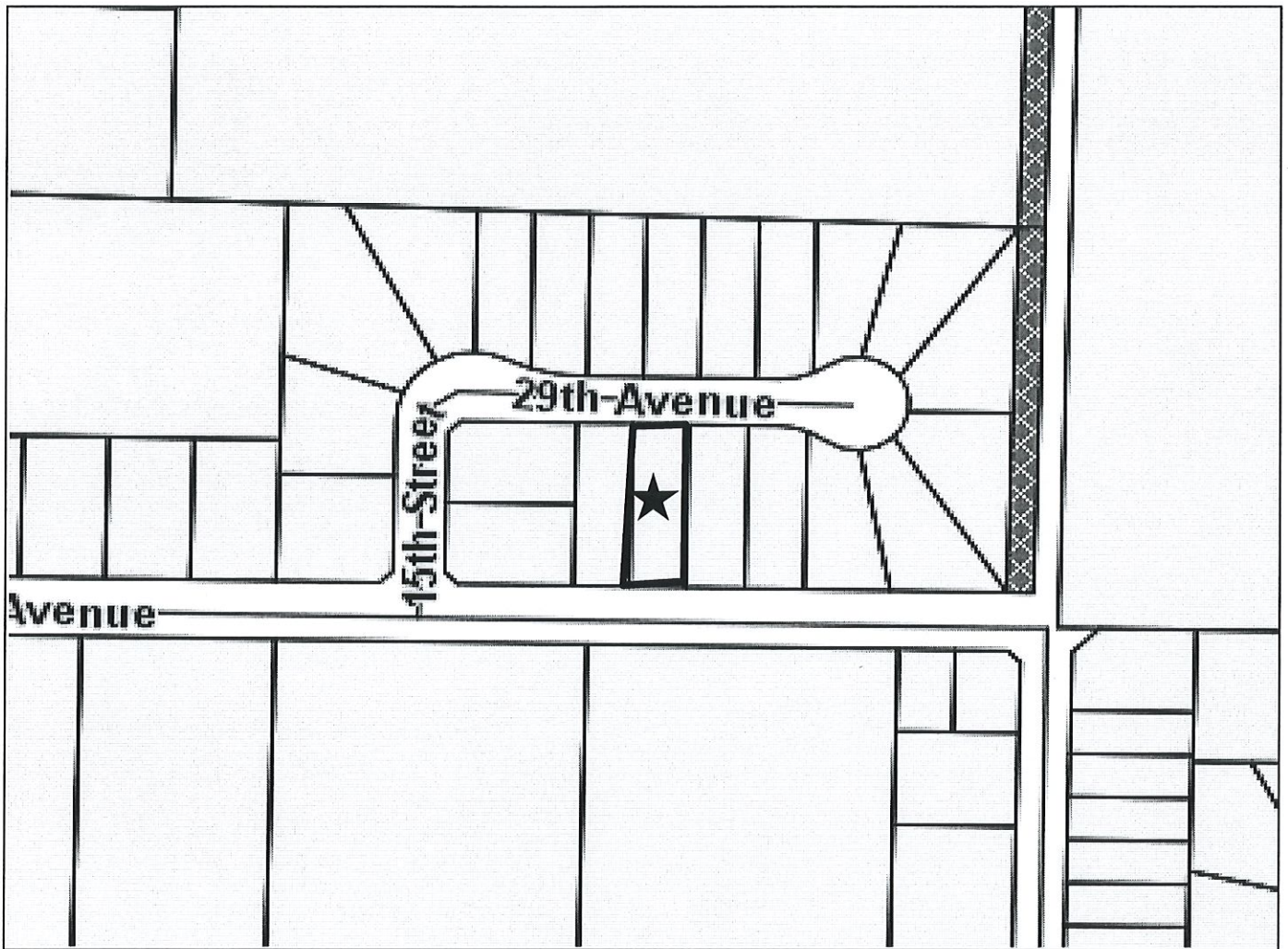
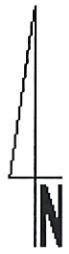
The full agenda will be posted on our website by April 3, 2019 at the following link, <http://www.coaldale.ca/mpc-meeting-agendas/>

Pursuant to the provisions of Section 42 of the Bylaw 677-P-04-13 being the Land Use Bylaw of the Town of Coaldale, notice is hereby given that on **Wednesday, April 10, 2019, at 5:00 p.m., the Municipal Planning Commission (MPC) will consider an application for Development Permit (#2019-030) requesting a waiver. The hearing will take place in the Town Council Chambers at 1920 - 17 Street Coaldale, Alberta.**

Any comments you wish to make concerning the application can be made in writing to the Town of Coaldale by 1:00pm on Friday April 5, 2019 or verbally at the meeting. Comments for the application can be dropped off in person at the Town Office, faxed to 403-345-1311 or emailed to buildingcoaldale@coaldale.ca. Please note that all submissions will be made public.

Sincerely,
Cindy L'Hirondelle
Manager of Development & Environmental Services

cc. Applicant



Juliana Halifax 1409-29 Ave Coaldale , Alberta T1M 1R3

HaliHoundz@shaw.ca

403.399.0613

April 1, 2019

Town of Coaldale

1920-17 Street

Coaldale, Alberta

T1M 1M1

Manager of Development & Environmental Services

ATTENTION: Cindy L'Hirondelle

Dear Madame,

As part of the Home Occupation Development Permit Application section (1). My primary function of this home based business is pet sitting.

Rover.com is an online based business that pet owners can have access to , showing our service. Each sitter must go through education and back ground checks. Then have options to pet walking, home sitting, boarding, house sitting with pet in their home, day care etc. as an example.

My focus is day care, pet walking, going into a clients home to let their pet(s) out and feed them from 8:00 am – 6:00 pm Mon-Friday.

Dog boarding can be up too 1 night to 2 weeks. Every pet MUST be registered member of the community and have all vaccines up to date. I ALWAYS do a meet and greet prior to all bookings. Owners drop their pet off at my front door and pick up their pet at my front door, average visit 10-15 minutes per drop off/pickup. I have a gateway that allows safe transition and minimize any possible escapes.

Attached to this application is my online profile and rates.

As a sitter, Rover will support my decision should any animal not fit into my home for any reason I deem, in addition ; or their family upon my refusal. Should the Town of Coaldale or our bylaw officer(s) deem that certain breed(s) or aggressive behavior is NOT safe at anytime myself and Rover will support this decision at any time. I would like to stay in communication with our bylaw officer Mr.Tyson Lommerts , or whomever you choose; to ensure any pet(s) that has any history of complaints or concerns within our community will not join me in my home. Aside from community safety I have myself and others to consider.

I ensure that I can handle any animal BEFORE I go for walks within the community, and I do not accept non approved animals according to Coaldale bylaws. I have read and reviewed both 539-R-02-05 Bylaw of the Town of Coaldale: regulate the keeping of Domestic animals in the Town of Coaldale and 596-R-10-06: Dog Regulations and Control Bylaw.

Juliana Halifax 1409-29 Ave Coaldale , Alberta T1M 1R3

HaliHoundz@shaw.ca

403.399.0613

I have communicated with my neighbors and I have not had any issues with them, that they have supported me. In addition my community is very important to me. I spearheaded and volunteered my time March 30, 2019 to clean up the feces at the off leash park here in Coaldale. You can see my post on Coaldale community awareness located on FaceBook. This turned out to be successful! I would very much continue to do so. As an animal and community activist I feel would be an asset to Coaldale. Furthermore; I also contacted the town office requesting to place advertising on the fence, which I respected the decision that it was declined, then discovered the permit and licensing fees. I have at present halted all further clientele, until this matter has been resolved.

With Rover.com there is finical insurance for the pet and my home. They provide a 24 hour emergency service as well,. (Which is attached to this application). Rover has extensive expectations as a sitter, dog(s) can never be left alone, even in my yard, yard fenced, must have community license and vaccines up to date, a transition gate for pick up and drop off. When a pet visits I have an app that I must submit daily activities, including but no limited to bathroom breaks and food/water, play/sleep time, activities such as running, digging, hugs, walks etc.

I had not realize that a town license and application was a prerequisite. I am glad it had been brought to my attention by Mr.Lommerts before it becomes a bigger issue. I look forward to meeting with you and further discuss this opportunity within Coaldale, Alberta.

Kind Regards



Juliana Halifax

HaliHoundz[®]



Juliana H.

Coaldale, AB

★★★★★ (2)

[Response Rate: 90%](#)

[Response Time: a few minutes](#)

Contact Juliana



Services

Dog Boarding

in the sitter's home

\$40

per night

Drop-In Visits

30-minute check-ins

\$20

per visit

Doggy Day Care

in the sitter's home

\$25

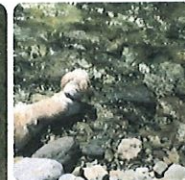
per day

Dog Walking

30-minute walks

\$15

per walk



30 Photos

[View All](#)

Juliana is using the Rover app to track activity and send Rover Cards

100%



Juliana H.

Coaldale, AB

[grooming](#)

[View Availability](#)

Contact Juliana



Reviews

Hosting Preferences



0-15

lbs



16-40

lbs



41-100

lbs



101+

lbs

Additional Preferences

- ✓ Spayed and Neutered Dogs
- ✓ No Females in Heat

Traveling Preferences



Availability

Dog Boarding

APRIL 2019

SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

Available Unavailable

Calendar last updated today

Juliana can host up to 4 dogs per night.

Dog Boarding Cancellation Policy: [Moderate](#)

[Report this profile](#)

3
repeat clients

2 Reviews



Alexis R.
Mar 30, 2019

VERIFIED STAY

Juliana was so caring for my fur baby and did everything she could to make everyone feel so comfortable. She is awesome and is able to provide so much! I am super thankful!

Reply



Michelle P.
Mar 18, 2019

VERIFIED STAY

Juliana was kind enough to send me pictures and videos the whole time our dog stayed with her. She did everything she could to make him feel at home, as this was his first time staying away from his family. We will definitely be asking Juliana to watch Lewis again.



Mater was an absolute joy to hang around with. For his first visit away from him family , he was a ... [\(Read More\)](#)

Juliana H.

About Juliana

20

years of experience

HaliHoundz Happy Home

Hello fellow pet lovers! I offer a simple home with a big , fenced, beautiful backyard allowing your fur baby to come and snuggle, sniff, run, possibly dig and socialize. I do make homemade treats ! Nothing like warm peanut butter/ pumpkin cookies . I have grandkids who often visit and will enjoy to run, chase and to snuggle your K-9. I have been a dog owner for over 30 years, and have been told many times "they ...

[\(Read More\)](#)

What Juliana would like to know about your dog

I would need to know any behavioral/ medical issues so I can keep everyone safe, and educate myself. If your pet had been at the vet for any medical concerns within two days prior to their visit with us. Anything you feel will make your family member more comfortable please share. We are an open minded, caring and adaptive supporter to your baby. Let's do a meet and greet and let the sniffs begin!

Additional Skills

- ✓ Oral Medication Administration
- ✓ Senior Dog Experience
- ✓ Can provide daily exercise

About Juliana's Home

- ✓ Lives in a House
- ✓ Non-Smoking Household
- ✓ No Children Present
- ✓ Has a Fenced Yard
- ✓ Has 2 Dogs, No Other Pets

Juliana's Pets

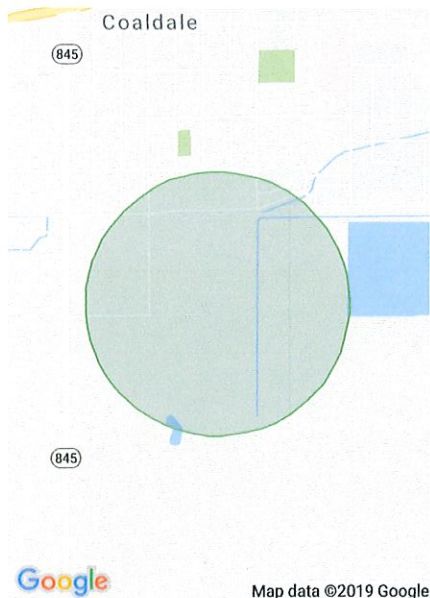
Todd

Bichon Frise, Mixed, and Shih Tzu
10 years, 2 mo. old, 19 lbs.

Miss Mya Moo

Lhasa Apso and Mixed
10 years, 2 mo. old, 9 lbs.

Juliana's Neighborhood



When Juliana watches your pet

During the summer I have a pool (pet friendly) that I set up for pets to cool off and our sprinkler. I plant a garden in the spring so I'm not inside a lot. With written permission I like to go camping in the summer and would love to bring your pet if they are here during those little getaways. In the winter, depending on the temperature we go for a walk around the neighborhood. Throwing balls, tossing toys. Or just snuggle up in front of the fire place. If you prefer your pet to be crated at night I can accommodate for that. If they are bed companions I do have a specific doggy bed (it's an actual bed) please, just not my personal bed. I make homemade cookies and ice treats.

In Juliana's Home

- ✓ Dogs Allowed On Bed
- ✓ Potty Breaks Every 0-2 Hours
- ✓ Dogs Allowed On Furniture



All stays booked on Rover receive our [Rover guarantee](#), 24/7 support, and our reservation protection. [Learn More](#)

More Sitters Near You



Rebecca F.

Raymond, AB



14 Reviews



Janessa R.

Lethbridge, AB



Jordan F.

Lethbridge, AB



2 Reviews



Rover Guarantee Terms

Rover Guarantee Terms and Conditions

Posted: April 6, 2018

Pet Owners (<https://www.rover.com/tos/>) and Service Providers

(<https://www.rover.com/tos/>) may benefit from the Rover Guarantee, which is subject to these Terms and Conditions (the "**Guarantee Terms**"). These Guarantee Terms apply in addition to Rover's Terms of Service (<https://www.rover.com/tos/>) (the "**Rover TOS**") and other terms and policies set forth on the Rover Service (<https://www.rover.com/tos/>).

Unless otherwise defined in these Guarantee Terms, all capitalized terms will have the meaning set forth in the Rover TOS.

1. The Rover Guarantee.

Subject to all of the limitations, exclusions and conditions in these Guarantee Terms, Rover agrees to pay (the "**Rover Guarantee**") a Requesting Party when a Responsible Party fails to pay for certain pet veterinary expenses as well as certain costs arising from Pet Owner property damage or personal injury to a Third Party, all as specifically set forth below (the "**Covered Losses**").

As used herein, "**Requesting Party**" means and is limited to an applicable Service Provider or Pet Owner who is eligible to request payments for a Covered Loss under these Guarantee Terms; and "**Responsible Party**" means, as applicable, (a) a Service Provider whose acts or omissions are the direct and primary cause of a Covered Loss, or (b) a Pet Owner whose pet is the direct and primary cause of a Covered Loss.

THE ROVER GUARANTEE IS NOT INSURANCE. THESE GUARANTEE TERMS ARE NOT INTENDED TO BE AN OFFER TO INSURE OR AN INSURANCE CONTRACT AND DO NOT TAKE THE PLACE OF ANY INSURANCE COVERAGE YOU MAY HAVE. TO THE EXTENT ANY ROVER USERS DESIRE PROTECTION BEYOND THE SCOPE OF THE ROVER GUARANTEE, THEY MUST PURCHASE INSURANCE THAT WILL PROVIDE SUFFICIENT COVERAGE. NO PET OWNER, SERVICE PROVIDER, THIRD PARTY OR OTHER PERSON, OTHER THAN THE REQUESTING PARTY WHO MEETS THE CONDITIONS OF THESE GUARANTEE TERMS WITH RESPECT TO THE CORRESPONDING COVERED LOSS, HAS ANY RIGHTS UNDER THESE GUARANTEE TERMS OR ANY OTHER MATERIALS OR REPRESENTATIONS REGARDING THE ROVER GUARANTEE. THERE ARE NO THIRD- PARTY BENEFICIARIES TO THESE GUARANTEE TERMS OR ANY OTHER MATERIALS OR REPRESENTATIONS REGARDING THE ROVER GUARANTEE.

You must comply with all applicable requirements and conditions to be eligible for the Rover Guarantee.

2. General Conditions, Limitations and Exclusions.

When you submit a claim for reimbursement under the Rover Guarantee, you agree to use your best efforts to communicate honestly and transparently with Rover (or its agents), including by promptly providing documentation or information reasonably requested by Rover to assist with its review process (including information regarding other applicable insurance, such as homeowners or renters policies).

In addition, the following terms and conditions apply to all Covered Losses:

- (a) The cost(s) for which you seek reimbursement must arise from injury or damage that occurred during the scheduled start and end dates of a Booking (<https://www.rover.com/tos/>) accepted by the Service Provider and Pet Owner prior to the day of the injury or damage, and must be a direct and proximate result of the booked services. (This means that costs arising from injuries or damages sustained during a pre-Booking "meet & greet", or any other service not subject to a Booking are not eligible for reimbursement.)
- (b) Payment for the Booking during which the injury or damage occurred must exceed \$10 per service date and must be completed via the Rover Service.
- (c) The injury or damage for which you seek reimbursement must have been directly and proximately caused by the acts or omissions of a Service Provider (or, in the case of injury to a Service Provider's pet by a Pet Owner's pet, the acts or omissions of the Owner).
- (d) You must notify Rover of your claim via telephone (1-888-727-1140 (tel:1-888-727-1140)) or email (trust@rover.com) during the Booking (or, if later, within 48 hours following the injury or damage).
- (e) Before the Rover Guarantee applies, Rover will, in its discretion, first try to help Requesting Parties resolve problems with Responsible Parties directly or otherwise confirm independently that the Responsible Party is unwilling or unable to pay.
- (f) If a Service Provider cedes care, custody or control of a pet to a third party during the service period for a Booking, reimbursement is not available to that Service Provider as a Requesting Party for injuries to pets or damages that occur during the period in which care, custody or control was ceded. If, during the service period for a Booking, a Pet Owner instructs, authorizes or otherwise causes a Service Provider to relinquish the Pet Owner's pet to a third party, reimbursement for injuries or damages that occur during that Booking also will be unavailable.
- (g) The Rover Guarantee does not extend to the following:
 - Damage, injury or other loss or claim resulting from the care of any animal in violation of Section 4 of the Rover TOS.
 - Damage, injury or other loss or claim arising in any way from automotive liability, including loss arising from any car or other vehicular accident or incident.
 - Damage, injury or other loss or claim arising from acts of nature, such as earthquakes, hurricanes and tornadoes, or from exigencies caused by other factors beyond the parties' reasonable control, such as (without limitation) wildfires or lack or failure of public utilities or Internet service due to external factors.
 - Losses not directly caused by a Responsible Party's acts or omissions, including without limitation consequential damages, special damages, interruption of business, opportunity costs, loss of use, or loss associated with unauthorized access to data.

(h) The Rover Guarantee is subject to the Rover TOS. Rover reserves the right to deny a reimbursement request in the event that the loss, injury or damage arose, in whole or in part, from conduct by a claimant that violates the Rover TOS.

3. Covered Losses for Pet Injury.

Subject to these Guarantee Terms (including without limitation Section 2, above), Rover will reimburse verifiable veterinary expenses arising from injuries to: (1) a Pet Owner's pet while in a Service Provider's care or control; (2) a Service Provider's own resident pet caused by a Pet Owner's pet under the Service Provider's care; and (3) a Third Party's pet caused by a Pet Owner's pet in the Service Provider's care.

(a) Additional Conditions and Limitations. A claim for reimbursement of pet veterinary expenses under the Rover Guarantee is subject to the following additional conditions and limitations:

- i. Within 14 days following the injury, you must submit written documentation from a board-certified practicing veterinarian that (a) specifies the costs incurred for which reimbursement is sought, (b) states the diagnosis and confirms that the injury did not result from an illness, breed-specific condition or pre-existing condition, (c) confirms that the injury occurred during the time period of the Booking, and (d) provides any other information we reasonably request.
- ii. Only costs incurred for treatment provided within 30 days following the date of the injury are eligible for reimbursement.
- iii. Reimbursement is limited to \$25,000 per occurrence/incident.
- iv. A minimum contribution of \$250 is required per request-related incident, payable by the Pet Owner for injury to a Pet Owner's pet, and by the Service Provider for injury to the Service Provider's pet. **This means that requests for reimbursement that do not exceed \$250 will not trigger any reimbursement.**

(b) Specific Exclusions. The following are not eligible for reimbursement under this Section 3:

- i. Costs incurred more than 30 days following the date of injury, including without limitation any long-term care costs resulting from the injury.
- ii. Costs or liabilities arising from a Pet Owner's, Service Provider's or Third Party's refusal to authorize medical care for his or her own pet.
- iii. Injuries resulting from a pet's contraction of fleas, ticks, worms or other parasites during a Booking (or a recurrence of a parasite issue first contracted prior to a Booking).
- iv. Injuries resulting from (or from a recurrence of) a Pre-Existing Condition, Breed-Specific Condition, Chronic Condition, Orthopedic Condition, Undetermined Cause Illness, Preventable Illness or Proptosis (as such terms are defined in Subsection (c) below).
- v. Costs or expenses resulting from a pet's pregnancy, illness, or recurrence of illness, or for preventative care.
- vi. Non-medical expenses of any kind (including professional training, grooming and pet food).
- vii. Any costs or expenses other than direct damages resulting from injury to the Pet Owner's, Service Provider's or an applicable Third Party's pet, including without limitation those resulting from (a) personal injury to the Service Provider, Pet Owner, or any third party, (b) property damage or liability, (c) injury to any other pet, (d) emotional distress or "pain and suffering", or (e) loss of wages, canceled travel plans, or any other incidental expenses.

(c) Key Definitions. Capitalized terms used above in this Section 3 have the following meanings:

- i. **"Pre-Existing Condition"** means any injury, disease or condition, whether

diagnosed by a veterinarian or not, that affected a pet prior to a Booking, including without limitation respiratory infections, urinary tract/bladder infections, blood disorders, periodontal/dental disease, and vomiting, diarrhea, and other gastrointestinal disorders.

- ii. **"Breed-Specific Condition"** means any condition that frequently occurs in a particular breed of dog, including without limitation brachycephalic syndrome (common in Pekingese, Bulldogs, French Bulldogs, Pugs, Chow Chows, Boston Terriers and others), hip and/or elbow dysplasia (common in Afghan Hounds, Beagles, Border Collies, Chow Chows, Golden Retrievers, German Shepherds, Great Danes, Labrador Retrievers, and others), Hypothyroidism (common in Bulldogs, Border Collies, Boston Terriers, Poodles, Great Danes, English Setters, and Standard Schnauzers and others, especially large breeds), intervertebral disc disease (IVDD) (common in Beagles, Cocker Spaniels, English Setters, French Bulldogs, Pekingese, Pugs and others), other disc issues (common in Basset Hounds, Bulldogs, Corgis, Dachshunds, Pomeranians, Pugs and others), patellar luxation (common in Boston Terriers, Cavalier King Charles, Chihuahuas, Pomeranians, Poodles, Yorkshire Terriers and others, especially small breeds), and Gastric dilatation and Volvulus, otherwise known as Bloat (common in Great Danes, German Shepherds, St. Bernard, Labrador Retriever, Irish Wolfhound, Great Pyrenees, Boxer, Weimaraner, Old English Sheepdog, Irish Setter, Collie, Bloodhound, Standard Poodle and others).
- iii. **"Chronic Condition"** means an illness or condition that is persistent or otherwise has long-lasting effects and that generally cannot be prevented by vaccines or cured by medication, including without limitation allergies, hot spots, ear infections, cancer, diabetes, IBD (inflammatory bowel disease), Addison's disease, Cushing's disease, dry eyes (KCS), epilepsy, glaucoma, hypothyroidism or hyperthyroidism, lipomas and skin masses, and urinary or bladder crystals or blockage.
- iv. **"Orthopedic Condition"** means a disorder of the musculoskeletal system and any associated muscles, joints, and ligaments. This includes but is not limited to arthritis, IVDD & cruciate ligament tears, biceptal tenosynovitis, elbow dysplasia, hip dysplasia, fragmented medial coronoid process of the ulna (FMCP), orthopedic illness or injury on the opposite side of a prior injury, osteochondrosis (OCD), osteosarcoma and other orthopedic cancers, patellar luxation, and ununited anconeal process (UAP).
- v. **"Undetermined Cause Illness"** means any condition for which the cause is undetermined or any condition that amounts to a "diagnosis of exclusion," including without limitation autoimmune conditions, Hemorrhagic Gastroenteritis, Pancreatitis, Colitis, Stress related symptoms, Enteric Coronavirus, Cardiac disease, Bordetellosis ("kennel cough"), Canine parvovirus infection ("parvo"), Distemper, Canine influenza, Gastrointestinal disease, any form of cancer and Immune Mediated Hemolytic Anemia.
- vi. **"Preventable Illness"** means any illness or condition that could have been prevented by vaccination or normal veterinary care, including without limitation Rabies, Canine parvovirus infection ("parvo"), Leptospirosis, Distemper, Adenovirus2, Parainfluenza, Enteric Coronavirus, Canine Influenza, Lyme disease, Bordetellosis ("kennel cough"), Heartworm disease, Intestinal worms, Mange, and Staphylococci.
- vii. **"Proptosis"** means the displacement of an eye out of the eye socket, typically occurring following trauma to the head.

4. **Covered Losses for Damage to Pet Owner Property.**

Subject to these Guarantee Terms (including without limitation Section 2, above), Rover will reimburse a Pet Owner as Requesting Party for expenses that a Service Provider is legally obligated (but fails) to pay for damage to the Pet Owner's personal property

(other than injury or damage to his or her pet, covered above in Section 3).

(a) Additional Conditions and Limitations. A claim for reimbursement of expenses arising from damage to Pet Owner property is subject to the following additional conditions and limitations:

- i. Within 14 days following the incident causing property damage, you must (y) submit written documentation of same, including clear photographs of the claimed damage, proof of ownership, and receipts or other reliable evidence of fair market value and/or repair cost, and (z) provide any other information we reasonably request.
- ii. Only expenses arising from damages incurred during the Booking and paid for remediation occurring within 30 days after the Booking are eligible for reimbursement.
- iii. Reimbursement is limited to \$1,000,000 per occurrence/incident but in all cases will not exceed the lesser of the cost of replacement or the cost of repair, at Rover's sole discretion.

A minimum contribution of \$250 is required per request-related incident, payable by the Pet Owner, for damage to the Pet Owner's property. ***This means that requests for reimbursement that do not exceed \$250 will not trigger any reimbursement.***

(b) Specific Exclusions. The following are not eligible for reimbursement:

- i. Damage to the Pet Owner's own personal property caused by his or her pet.
- ii. Damage to property of the Service Provider (or anyone related to, living with or providing care on behalf of the Service Provider).
- iii. Ordinary wear and tear, meaning deterioration that occurs under normal use and conditions.
- iv. Loss due to intentional or criminal acts, including theft.
- v. Any form of automotive vehicle, including without limitation automobile, aircraft or watercraft.
- vi. Currency, money, precious metal, securities or negotiable instruments.
- vii. Crops, timber, or other natural or cultivated features of the land.
- viii. Food, consumables and other perishables.
- ix. Fine art or heirlooms, meaning paintings, etchings, printed photos, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, analog film or audio recordings, negatives, records, manuscripts, drawings, and other similar property of rarity or historical, archival or sentimental value.
- x. Electronic Data, meaning audio or video recordings, photographs, drawings, records, manuscripts, data, information, files, facts, programs or other materials stored in digital or electronic format, whether in computer software, systems application software, disk, CD-ROM, tapes, drives, cells, data processing devices, cloud storage, or any other media.

5. Covered Losses for Third Party Injury.

Subject to these Guarantee Terms (including without limitation Section 2, above), Rover will reimburse a Third Party, on behalf of a Requesting Party, for costs that a Service Provider is legally obligated (but fails) to pay in respect of personal, physical injury to that Third Party resulting from interaction with a Pet Owner's pet while under the care of such Service Provider.

(a) Key Definition. The term "**Third Party**", as used in these Guarantee Terms, means a natural person who is not a Service Provider, a Pet Owner, the roommate, family member or significant other of a Service Provider or Pet Owner, or any other person providing

animal care on the Service Provider's behalf. This means that the Rover Guarantee does not provide coverage for injuries or damages to Service Providers, Pet Owners, or their roommates or families.

(b) Additional Conditions and Limitations. A claim for reimbursement of expenses arising from Third Party injury is subject to the following additional conditions and limitations:

- i. Within 14 days following the incident causing personal injury, you must (y) submit written documentation of same, including clear photographs of the injury, verifiable receipts for necessary medical treatment and any explanation(s) of benefits, and (z) provide any other information we reasonably request.
- ii. Only injuries incurred during a Booking are eligible for reimbursement.
- iii. Reimbursement is limited to \$1,000,000 per occurrence/incident (the "Limit")

(c) Specific Exclusions. The following are not eligible for reimbursement:

- i. Costs, expenses or damages based on a Service Provider's assumption of liability in a contract or written agreement.
- ii. Costs, expenses or damages based on claims for defamation, intellectual property infringement, or other personal and advertising injury.
- iii. Losses due to intentional or criminal acts, including assault.
- iv. Physical or personal injury or damage to Service Providers, Pet Owners or their respective roommates or families.

6. Agreements of Service Providers and Pet Owners.

(a) Inspection of Loss. Each Requesting Party agrees to produce or make available for inspection, at such reasonable times and places as may be designated by Rover or any claims administrator or agent, all evidence of loss, damage, cost, ownership or other claim-related information. Notwithstanding the foregoing, Rover will have no liability to Pet Owners, Service Providers or any other person because of any inspection or failure to inspect.

(b) Legal Compliance. Service Providers are solely responsible for carrying insurance sufficient to comply with legal requirements in the jurisdictions where Service Providers provide services. The Rover Guarantee does not suffice for that purpose. Rover does not verify whether Service Providers have obtained insurance, and Pet Owners are advised to inquire directly with Service Providers about this subject.

(c) Claim Settlement. Rover may condition final payment of costs under the Rover Guarantee on execution of a Guarantee Settlement Agreement, including a release of claims against Rover or any other applicable party and an obligation to keep confidential the reimbursement amount and circumstances. Where an approved claim under the Rover Guarantee involves the Covered Loss of a party other than the Requesting Party, Rover reserves the right (but has no obligation) to pay all or a portion of the approved amount to such third party.

(d) Offset; Subrogation. Amounts payable under the Rover Guarantee are in excess of applicable insurance coverage. Rover reserves the right to offset or deduct from amounts payable to you any amounts it may have or obtain from any other person or entity obligated to compensate for Covered Losses. Rover and/or Rover's insurers have the right to subrogate against any person or entity allegedly responsible for causing the losses in question, even if that person or entity is you. You hereby agree that, in connection with any payments made under the Rover Guarantee, you will cooperate fully with Rover in its efforts at subrogation.

(e) Termination. Except as prohibited by law, Rover may modify or terminate the Rover Guarantee at any time in the manner described in Section 1 of the Rover TOS, and such modification or termination will apply to incidents occurring after the effective date of

the modification or termination. In addition, except in the case of a suit filed to enforce these Guarantee Terms, you acknowledge and agree that all benefits made available to you under the Rover Guarantee shall immediately terminate in the event you initiate any action, suit or claim against Rover, or its officers, directors, employees, contractors, agents, or affiliates, concerning a claim otherwise subject to reimbursement under these Guarantee Terms.

(f) No Waiver. Rover's failure to enforce any right or provision of these Guarantee Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Rover.

(g) Disclaimers, Limitation of Liability, Arbitration. You acknowledge and agree that any claims arising from or in relation to the Rover Guarantee or these Guarantee Terms are subject to the Rover TOS, including the Warranty Disclaimer (<https://www.rover.com/tos/>) and (except for Rover's obligation to pay amounts pursuant to an approved reimbursement request made under the Rover Guarantee) the Limitations of Liability (<https://www.rover.com/tos/>) set forth in the Rover TOS. You further acknowledge and agree that, unless you have filed a timely opt-out in accordance with Rover TOS, any dispute or claim relating in any way to the Rover Guarantee will be arbitrated in accordance with the Arbitration Agreement (<https://www.rover.com/tos/>) in the Rover TOS.

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What is the Rover Guarantee?

Simply put, the Rover Guarantee is our commitment to you in the rare instance that something goes wrong during a booking. We offer the Guarantee because we believe that being there for our community is a fundamental part of what it means to be The Dog People.

Read on for specifics about the Guarantee, including what's covered, how it works, and frequently asked questions.

The Details

The Rover Guarantee reimburses members of our community for costs arising from certain injuries or damages that occur during a service booked and paid through Rover. The injuries or damages must result from care provided during a Rover stay or walk, and the Guarantee reimburses in the event the sitter or walker is unwilling or unable to pay those costs. In certain cases, the Guarantee may also be used to reimburse for injuries to resident pets owned by sitters or dog walkers.

What's covered?

- ⦿ Vet care for injuries to a "Rover Dog"—i.e., a pet owner's pet(s) in a sitter's or dog walker's care, custody, and control
- ⦿ Vet care for injuries to the sitter's or walker's resident pet(s) caused by a Rover Dog (in cases where the pet owner may be otherwise liable)
- ⦿ Physical damage to a pet owner's personal property caused by the sitter or walker, or the sitter's or walker's resident pet(s)
- ⦿ Liability for injury to certain third parties caused by a Rover Dog

What's not covered?

- ⦿ Injury or damage that arises during a Meet & Greet or otherwise outside of the service dates of a confirmed Rover booking
- ⦿ Long-term vet care—i.e., care that extends more than 30 days past injury
- ⦿ Treatment costs for preventive care, or medical or veterinary bills resulting from an illness or a chronic or pre-existing condition
- ⦿ Preventable conditions such as fleas, ticks, or parasites
- ⦿ Damage to a pet owner's property caused by his or her own pets, or damage to the property of a pet care provider or someone related to or residing with the pet care provider
- ⦿ Injury to the pet care provider or pet owner, or someone related to or residing with the pet care provider or pet owner

What are the monetary limits?

- ⦿ Reimbursement for veterinary care is limited to a total amount of **\$25,000** per incident
- ⦿ Reimbursement for pet owner property damage or third-party injuries is limited to **\$1 million** per incident
- ⦿ All reimbursements are subject to a minimum contribution of **\$250** by the claimant—so we reimburse only for costs exceeding \$250

Are there other conditions, exclusions, or limitations?

Yes. For example, injuries or damage involving automobiles or other vehicles, injury or damage caused by natural disasters or other uncontrollable events, or damage to precious goods such as fine art or family heirlooms, are excluded. For a complete understanding of the Rover Guarantee, including the full list of conditions, exclusions and limitations, we strongly encourage you to read the Rover Guarantee Terms and Conditions (/tos/guarantee/), which are part and parcel of Rover's Terms of Service (/tos/).

Is the Rover Guarantee an insurance plan?

No. The Rover Guarantee exists to fill the gap when the responsible party—usually the pet care provider—is unable or unwilling to pay for costs arising from damage or injury attributable to his or her negligence, and when insurance is not available. It is a contractual agreement from Rover to protect its users, enforceable in accordance with the Rover Guarantee Terms and Conditions (/tos/guarantee/). Reimbursement under the Rover Guarantee is generally paid out of Rover's own pocket—though we reserve the right to refer a claim to our insurance carriers when necessary or appropriate.

Before filing a claim for reimbursement:

In many cases, Rover's Trust & Safety team (888-727-1140) (tel:888-727-1140) can help users take immediate steps to mitigate the injury or damage caused by an incident, such as connecting you with a board-certified veterinarian by phone or marshaling resources to locate a lost dog. For this reason, we ask both sitters and pet owners to notify us as soon as possible after an incident occurs—and in any event no later than 48 hours after the booking. We can't help what we don't know about, so make us your first call!

When it comes to reimbursement, however, we know from experience that issues are often best resolved by simply reaching out to the other party. Before filing a claim for reimbursement under the Rover Guarantee, try contacting the other party through your Rover inbox (/account/inbox/). If you're unable to come to an agreement informally, let us know. We may recommend your case as a candidate for our Resolution Center (<https://support.rover.com/hc/en-us/articles/214702183-What-is-the-Rover-Resolution-Center->) or otherwise attempt to resolve the matter with the other party.

Finally, if you have insurance that may cover some or all costs arising from an injury or damage otherwise falling under the Rover Guarantee, such as pet or homeowner's insurance, you should file a claim under that policy before seeking reimbursement from Rover. In such a case the Rover Guarantee may be leveraged to meet deductibles or cover costs that fall outside your policy.

If you are unable to reach an agreement with the responsible party and don't have insurance to cover costs arising from an injury or damage covered under the Rover Guarantee, you can submit a claim for reimbursement as outlined below.

Claims FAQs

Have a question about filing a claim? We're here to help.

How do I know if I'm eligible to file a claim?

To qualify, the stay or walk related to the reimbursable incident must have been booked **and** paid on Rover.com, and the injury or damage must have occurred during the booked dates.

How do I submit a claim for reimbursement?

Contact our Trust & Safety team at (888-727-1140) (tel:888-727-1140) or trust@rover.com (mailto:trust@rover.com). We'll guide you through the claims process. Keep in mind we must be notified within 48 hours of the end of the booked stay or walk.

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**DOG REGULATION AND CONTROL BYLAW
TOWN OF COALDALE
PROVINCE OF ALBERTA**

*A BYLAW OF THE TOWN OF COALDALE TO PROVIDE FOR THE
CONTROL AND REGULATING OF DOGS.*

WHEREAS by virtue of the powers conferred upon it by the *Municipal Government Act* the Council of the Municipality of the Town of Coaldale may pass a Bylaw with respect to domestic animals and activities in relation to them;

AND WHEREAS the Council of the Municipality of the Town of Coaldale, in the Province of Alberta, deems it expedient to pass such a Bylaw regarding dogs;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE TOWN OF COALDALE DULY ASSEMBLED HEREBY ENACTS AS FOLLOWS:

1. TITLE

This Bylaw may be cited as the Dog Regulation and Control Bylaw.

2. DEFINITIONS

In this Bylaw, unless the context otherwise requires:

1. **Altered Dog** means a female dog that has been spayed or a male dog that has been neutered.
2. **Animal Control Officer** means a Bylaw Enforcement Officer appointed by the Town of Coaldale to do any act or perform any duties under this Bylaw and includes a member of the Lethbridge Regional Police Service, an independent contractor who is under contract with the Town of Coaldale to provide By-law enforcement services and, when authorized, a special constable or Town of Coaldale employee.
3. **Animal Shelter** means premises designated by the Town of Coaldale for the impoundment and care of dogs and includes premises supplied by an independent contractor under contract with the Town of Coaldale to provide such premises.

4. **Assistance Dog** means special highly skilled service and therapy dogs, registered as such, that assist adults and children with physical or mental challenges to improve quality of life and include but are not limited to: Guide Dogs, Hearing Dogs, Support Dogs such as; Mobility Assist Dogs, Walker Dogs, Seizure Alert/Response Dogs, Psychiatric Service Dogs, Ssig Dogs (assist with Autism) and Search and Rescue Dogs.
5. **At Large** means where a dog is at any place other than the Owner's Property or Permitted Property and is not being carried by any person or is not otherwise restrained by a Permitted Leash held by a person, and that Permitted Leash is attached to a choke chain, collar or harness securely holding that dog. If it is difficult for a person to restrain the dog by a Permitted Leash, then the dog shall be deemed to be "At Large" notwithstanding the presence of a Permitted Leash.
6. **Controlled Confinement** means the confinement of a dog in a "Secure Enclosure" or building or securely tethered in a manner that will not allow the Animal to bite, harm or harass any person or animal.
7. **Day** means a continuous period of twenty-four (24) hours.
8. **Damage to Property** means damage to property other than the Owner's Property, and includes defecating or urinating on such property.
9. **Dangerous Dog** means any dog that an Animal Control Officer determines on reasonable grounds to be a dangerous dog, either through personal observation or on the basis of facts determined after an investigation initiated by a complaint, and will include but not be restricted to a dog which meets any one or more of the following conditions:
 1. a dog that, while running at large, has attacked, bitten, caused injury to, or killed a domestic animal;
 2. a dog that, while running at large, has aggressively pursued or harassed a person;
 3. a dog that, while running at large, has aggressively pursued or harassed a domestic animal;
 4. a dog with a known propensity to attack or injure a person without provocation;
10. **Dog** means a male or female animal of the canidae family and includes any dog that is a cross between a wolf and a dog or a coyote and a dog or a combination thereof.
11. **Fanciers License** means a dog license issued annually to an owner permitting the keeping or harboring, on land or premises occupied by the owner, of up to five (5) licensed dogs over the age of six (6) months.
12. **Former Owner** means the person who, at the time of impoundment, was the owner of the dog.

13. **Impounded** means seized, delivered, received or taken into the Pound, or in the custody of the Animal Control Officer as provided for in this Bylaw.
14. **Housed and Confined** means to confine a female dog during the whole period of time that such Animal is in heat in such a manner that the dog will not be a source of attraction to other dogs.
15. **Kennel** means any place, owned by a person, group of persons or corporation engaged in the commercial business of breeding, buying, selling or boarding dogs.
16. **License** means a Dog License issued by the Town of Coaldale in accordance with the provisions of this Bylaw.
17. **License Fee** means the applicable fee payable in respect of a License for any particular dog as set out in Schedule "A" of this Bylaw.
18. **License Tag** means an identification tag issued by the Town of Coaldale showing the license number for a specific dog.
19. **Muzzle** means a humane fastening or covering device of adequate strength over the mouth of a dog to prevent it from biting.
20. **Owner** means:
 1. a person who has the care, charge, custody, possession or control of a dog;
 2. a person who owns or who claims any proprietary interest in a dog;
 3. a person who harbors, suffers or permits a dog to be present on any property owned, occupied or leased by him, or which is otherwise under his control;
 4. a person who claims and receives a dog from the custody of the Animal Shelter or an Animal Control Officer; or
 5. a person to whom a License Tag was issued for a dog in accordance with this Bylaw;
 6. for the purpose of this Bylaw a dog may have more than one (1) owner.
21. **Owner's Property** means any property in which the Owner of a dog has a legal or equitable interest or over which the Owner of a dog has been given the control or use of, by the legal or equitable owner of the property, and which property shall include, without limiting the generality of the foregoing, land, buildings and vehicles.
22. **Permitted Leash** means a leash adequate to control the dog to which it is attached, and which leash shall not exceed 3.0 meters in length.
23. **Permitted Property** means private property upon which the Owner of a dog has the express permission of the Owner of that property to allow the Owner's dog to be "At Large" thereon.

23. Potentially Dangerous Dog

is a dog:

1. that has been impounded 3 times within 12 continuous calendar months; or
2. for which the owner has received a Violation Tag and/ or a Violation Ticket for the dog running at large 3 times within 12 continuous calendar months; or
3. for which the total number of impounds and tickets total 3 within 12 continuous calendar months.
4. a dog, which is running at large.

25. Pound means premises designated by the Town for the impoundment and care of dogs and includes premises supplied by an independent contract with the Town of Coaldale to provide such premises.

26. Public Property means all property owned by or under the control and management of the Town of Coaldale.

27. Replacement License Tag means a License Tag issued to replace a lost or damaged License Tag pursuant to Section 3.9. of this Bylaw.

28. Restricted Dog means any dog that has been determined a "Dangerous Dog"

29. Serious Wound means an injury to a human or animal resulting from the action of a dog, which causes the skin to be broken or flesh to be torn.

30. Secure Enclosure means a fence or structure of 1.83 meters in height and 1.22 meters in width, with a concrete or asphalt floor forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a "Restricted Dog" in conjunction with other measures which may be taken by the owner or keeper, such as the tethering of the "Restricted Dog". The enclosure must be constructed of cement, bricks, concrete, chain link fence, wire or bars of a suitable thickness, gauge or diameter to prevent the "Restricted Dog's" escape, and to protect the "Restricted Dog" from injury. The enclosure must be well braced and securely anchored at ground or floor level and utilize metal clamps, ties or braces of strength adequate to safely contain the "Restricted Dog". The enclosure has to have a lock that is kept locked at all times when the "Restricted Dog" is kept in the enclosure and capable of preventing the entry of children under the age of 13 years.

31. Town means the Town of Coaldale.

32. Town Manager means the Chief Administrative Officer of the Town of Coaldale.

33. Unaltered Dog means a dog, which has not been spayed or neutered.

34. Vicious Dog means any dog which bites any human being or domestic animal or which demonstrates menacing behavior toward human beings or domestic animals, except that a dog shall not be deemed vicious if it bites, attacks or menaces a

trespasser on the property of its owner or menaces anyone who has tormented or abused it.

35. **Violation Tag** means a Municipal violation notice or tag, allowing for a voluntary payment of a specified penalty to be paid out of court to the Town in lieu of appearing in answer to a summons.
36. **Violation Ticket** means a ticket issued pursuant the Provincial Offenses Procedure Act.

3. LICENSING PROVISIONS

1. Every person who is, or becomes the owner of an dog which is six (6) months of age or older, or takes up residence within the Town of Coaldale and who is the owner of an dog which is over the age of six (6) months and which is not currently licensed in accordance with this Bylaw, shall apply for a license for that dog to the Town of Coaldale office and pay the applicable license fee within fifteen (15) days of becoming the owner of the said dog, or taking up residence within the Town of Coaldale.
An owner of an Assistance Dog, or any person being assisted by an Assistance Dog is not subject to the obligations imposed by this subsection and will be provided a license annually without charge.
2. Every person who is desirous of applying for a Fanciers License [which allows an owner to keep up to five (5) dogs] must make application in writing to the Animal Control Officer who will attend and inspect the location where the dogs are to be kept. The Animal Control Officer will then process the application further as provided by the Dog Regulation and Control Bylaw [Section 3.17. and 3.18.].
3. Every person who is, or becomes the owner of a dog, which is determined to be a "Restricted Dog", in accordance with this Bylaw, shall apply for a license for that animal to the Town office and pay the applicable license fee within fifteen (15) days of becoming the owner of the said dog, or of receiving notice from the Animal Control Officer of the said dog as a "Restricted Dog".
4. Every person who becomes the Owner of a dog, which is currently licensed in accordance with the provisions of the Dog Regulation and Control Bylaw, shall provide the Town with the Owner's name, telephone number, street and/or postal address and the license number of the dog, within fifteen (15) days of becoming the Owner of the said dog to apply for a license as the new Owner.
5. An Owner of a dog which is unlicensed, and which is required to be licensed pursuant to this Bylaw is guilty of an offence.
6. An Owner shall provide with each application for a License the information as may be required by the Town or the Animal Control Officer, and shall include:
 1. name, telephone number and Street and/or postal address of the Owner;

2. Street and/or postal address where the dog will be kept;
 3. name and description of the Animal to be licensed;
 4. such other relevant and necessary information as may be required by the Town of Coaldale in respect to the application.
7. Any person who provides the Town with false or misleading information with respect to the information required in Section 3.1., 3.2., 3.3. or 3.4. of this Bylaw is guilty of an offence.
 8. A License issued under this Bylaw shall not be transferable from one dog to another, nor from one Owner to another. An Owner who improperly uses a License Tag is guilty of an offence.
 9. If the application is approved, and the required License Fee is paid as per Schedule "A", the Owner will be supplied with a License Tag, which shall have a number registered to the respective dog.
 10. An Owner shall ensure that the License Tag is securely fastened to a choke chain, collar or harness worn by the dog, with the License Tag to be worn by the dog at all times when the Animal is on property other than the Owner's Property unless it is not possible to securely fasten the License Tag (directly or indirectly) to the Animal.
 11. The owner of a dog, which has been duly licensed under the Dog Regulation and Control Bylaw, may obtain a license tag to replace a tag which has been lost, upon payment of a fee as set out in Schedule "A" of this Bylaw.
 12. An Owner of a licensed dog is guilty of an offence if that dog is not wearing a License Tag while that dog is on property other than the Owner's Property unless it is not possible to securely fasten the License Tag (directly or indirectly) to the dog.
 13. The provisions of Sections 3.1. to 3.12., inclusive, shall not apply to persons temporarily in the Town of Coaldale for a period not exceeding two (2) weeks, nor to holders of a valid Development Permit issued pursuant to the Land Use Bylaw providing for a private and/or boarding kennel.
 14. No person is entitled to a refund or a rebate for any License Fee paid.
 15. A license tag shall be valid for the calendar year, or until the dog no longer resides within the Town of Coaldale, and license fees will be paid annually prior to January 15th of each calendar year.
 16. If the said license tag is not associated with current ownership and the dog information, it shall be deemed invalid.
 17. The Animal Control Officer shall consider all applications for Licenses and may, in his or her discretion:
 1. require the applicant to submit such information as the Animal Control Officer deems appropriate, including information respecting the

- dog(s), proposed Controlled Confinement, the lands where the dog(s) is to be kept; availability and nature of insurance, a site plan of the lands, and the number of dogs to be kept;
2. in the case of a Fanciers License seek input from residents in the neighborhood in which the dog(s) are to be kept.
 3. reject the application; or
 4. approve the application, with or without any conditions relevant to the presence of the dog(s) at the lands.

The decision of the Animal Control Officer may be appealed to the Manager for the Town of Coaldale provided that such appeal is submitted in writing within fifteen (15) days of the date of the Animal Control Officers decision. The written appeal must include information that may alter a determination made by an Animal Control Officer. The Town Manager shall, as soon as is reasonably possible, cause the matter to be reviewed by the Regulatory and Safety Services Manager, who will make a final determination.

18. The Animal Control Officer may revoke a License if:
1. the applicant fails to comply with the conditions of the License;
 2. the License was issued on the basis of incorrect information or misrepresentation by the applicant;
 3. the License was issued in error;
 4. the Owner breaches a provision of this Bylaw.

4. **RESTRICTED DOGS**

1. The owner of a "Restricted Dog" shall take all necessary steps to ensure that it does not bite, chase or attack any human being or other animal whether the animal is on the property of the owner or not. The owner of a "Restricted Dog" that is in contravention of any provision as set out in this Bylaw will be subject to penalty as prescribed in Schedule "B" and as prescribed in Section 9.4. herein.
2. If a "Restricted Dog" bites, chases or attacks a human being or animal, the owner is guilty of an offence and is liable to a penalty under this Bylaw, exclusive of any other civil actions or penalties.
3. When a dog that has been declared a "Restricted Dog", is on the premises of its owner, it shall be confined in a secure enclosure as described in Section 2.30.; definition: of "Secure Enclosure".
4. Any such pen shall have a secure top and sides and either:
 1. have a secure bottom effectively attached to the sides; or
 2. the sides shall be embedded in the ground to a minimum of 30 centimeters.
5. When a "Restricted Dog" is off the premises of the owner, it shall be securely muzzled, and shall be either harnessed or leashed securely to effectively prevent it from attacking or biting a human being or other animal; provided that this

requirement shall not apply when the "Restricted Dog" is in a building or enclosure in attendance at a bona fide dog show, or confined in a pen meeting the requirements of subsections 4.3. and 4.4. herein.

6. When any Restricted Dog is off the premises of the Owner, the Owner shall either harness it or leash it securely, and securely place a muzzle to prevent the dog from attacking or biting a person or animal. The dog must be under the effective control of a person over the age of 16 years.
7. The owner of a dog, which the owner knows or ought to know, is a "Dangerous Dog":
 1. shall ensure that such dog is confined and secured in accordance with the provisions of section 4. herein, and shall license the dog as a "Restricted Dog".
 2. if an Animal Control Officer determines on reasonable grounds that a dog is a "Dangerous Dog", either through personal observation or on the basis of facts determined after an investigation initiated by a complaint, the Animal Control Officer may:
 - (i) give the owner a written notice that the dog has been declared to be a "Restricted Dog", and such dog will be registered as a "Restricted Dog" and must be licensed as a "Restricted Dog"
 - (ii) require the owner to keep such dog in accordance with provisions of section 4.3. and 4.4. of this Bylaw upon the owner's receipt of the notice; and
 - (iii) inform the owner that if the "Restricted Dog" is not kept in accordance with section 4.3., 4.4., 4.5. and 4.6. of this Bylaw, the owner will be fined, or subject to enforcement action under this Bylaw.
8. Where the owner of a dog that has been determined to be a "Restricted Dog" produces information to the Town Manager, that may alter a determination made under subsection 2.9., 2.28., 2.34. or 4.7.2. herein, the Town Manager shall, as soon as is reasonably possible, cause the matter to be reviewed by the Regulatory and Safety Services Manager, who will make a final determination.
9. Provisions in this Bylaw, which apply to Dangerous Dogs, shall not apply to dogs owned by a Police service solely by reason of any events or actions which occur while the dogs are engaged in police work.
10. In addition to the remedies set forth in this Bylaw, if a Peace Officer or Animal Control Officer determine that a Restricted Dog is not being kept in accordance with this Bylaw, they may make a complaint pursuant to the *Dangerous Dogs Act* RSA, Alberta for an order directing the Dog be controlled or destroyed.

11. An Animal Control Officer shall keep all impounded Restricted Dogs for a period of at least seventy-two (72) hours, including the Day of impounding.
12. At the expiration of the seventy-two (72) hour period any Restricted Dog not redeemed pursuant to section 7.3.2. herein shall be destroyed.

5. **ANIMAL CONTROL PROVISIONS**

1. An Owner whose dog is "At Large" is guilty of an offence.
 1. As this Bylaw relates to dogs being "At Large" the Town will allow an owner of a licensed dog exemption from prosecution for the first offence of being "At Large" through a "Free Ride Home Program" with proviso that a person over the age of (16) is present at the dogs licensed place of residence. The "Free Ride Home" program will not apply to non-licensed dogs. This section will not apply to any other offences committed while at large, and will apply to Licensed and Non Licensed Dogs as per Schedule "B".
2. No owner of a dog may allow or permit the dog, by its cries, barks or other noises, to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighborhood or of persons in the vicinity of the place where the dog is kept.
 1. No owner may allow a dog or dogs to call, cry or bark continuously or sporadically, in such a way that the noise is audible outside of the parcel where the dog or dogs are kept, as such noise may be objectionable and liable to disturb the peace, rest, enjoyment, comfort or convenience of individuals and the public between 7 am and 10 pm.
 2. No owner may allow a dog or dogs to call, cry or bark continuously or sporadically, in such a way that the noise is audible outside of the parcel where the dog or dogs are kept, as such noise may be objectionable and liable to disturb the peace, rest, enjoyment, comfort or convenience of individuals and the public between 10 p.m. and 7 am.
 3. In order for barking to be in violation of this Bylaw, it must be:
 - (i) Frequent and persistent; and,
 - (ii) Disturbing to the neighborhood (more than one household, unless otherwise determined to be bona fide)
3. An Owner whose dog has caused Damage to Property within the Town of Coaldale is guilty of an offence.
4. The Town may post signs in areas where dogs are not permitted, and an Owner whose dog is in an area where a sign prohibits the presence of dogs, is guilty of an offence regardless of whether or not such dog is At Large.
5. An Owner of a dog is guilty of an Offence if such dog:
 1. bites, attacks, threatens, harasses, barks at, chases, injures, or kills any person including, but not limited to, when such person is on bicycle,

- horse-back or while walking or running;
 - 2. bites, attacks, threatens, harasses, barks at, chases, injures, or kills any animal belonging to other persons; or
 - 3. bites, barks at, or chases any vehicle.
6. If a dog defecates on property, which is not the Owner's Property, the Owner shall cause such defecation to be removed immediately and disposed of in a sanitary manner. An Owner who fails to do so is guilty of an offence.
- A blind owner of a registered Assistance Dog, or a blind person being assisted by a registered Assistance Dog is not subject to the obligations imposed in this subsection.
7. An Owner of a female dog is guilty of an offence if the Owner of such female dog does not keep it housed and confined in a building or secure enclosure during the entire period such female dog is in heat except that the female dog may be allowed outside any such building or secure enclosure for a reasonable period for the sole purpose of eliminating on the Owner's Property.
8. No person shall tease, torment, annoy, abuse or injure any dog, and any person who does so is guilty of an offence.
9. No person shall untie, loosen or otherwise free any dog, which is not in distress unless such person has the authorization of the Owner, and any person acting contrary to this section is guilty of an offence.
10. An Owner must ensure that a dog which, is in or on the rear or back of a moving or parked vehicle, is secured so as to:
- 1. ensure the dog is unable to fall out of or leave the vehicle; and
 - 2. be unable to reach any of the sides or rear of the vehicle to prevent the dog from disturbing people walking by the vehicle.
11. No person shall interfere with, hinder or impede an Animal Control Officer in the performance of any duty authorized by this Bylaw, and any person who does so is guilty of an offence. No person shall:
- 1. interfere with or attempt to obstruct anyone who is attempting to capture, or who has captured any dog in accordance with the provisions of this Bylaw;
 - 2. induce any dog to enter a house or other place where it may be safe from capture, or otherwise assist the dog to escape capture;
 - 3. falsely represent that they are in charge or control of a dog so as to establish that the dog is restrained as the term is defined by this Bylaw;
 - 4. unlock or unlatch or otherwise open the van or vehicle in which a dog captured for impoundment has been placed so as to allow or attempt to allow any dog to escape; or
 - 5. remove or attempt to remove any dog from the possession of an Animal Control Officer or assistants.

12. For greater certainty, and to provide clear authority for the Animal Control Officer to perform duties under this Bylaw, an explicit authority is granted for the Animal Control Officer to enter onto private property to perform any of those duties, which are required to be performed under this Bylaw. For the purposes set out in Section 7. and Section 8. herein, an Animal Control Officer may enter any privately owned premises, provided however, the word "premises" does not include a building used as a "dwelling house".
13. No person shall remove or attempt to remove, any dog from the possession of an Animal Control Officer, or any person authorized to enforce any of the provisions of the Dog Regulation and Control Bylaw.
14. No person residing within the Town of Coaldale shall keep or harbor more than Three (3) dogs of whatever sex, and aged six (6) months or more, at the same time in any house, shelter, room or place within the Town. This Section shall not apply to premises lawfully used for the care and treatment of dogs operated by and in charge of a licensed veterinarian, nor to premises for which permission by the Town has been granted for temporary use for the purpose of a dog show, nor to any person who has been granted a permit to operate a kennel within the Town; nor to a dog owner to whom a Fanciers License has been issued.

6. CONTROLLED CONFINEMENT

1. A person who has received a Serious Wound or the Owner of any animal which has received a Serious Wound and the Owner of a dog which has inflicted the Serious Wound, Shall promptly report the dog to an Animal Control Officer who may thereupon place the dog under Controlled Confinement and the dog shall not be released from such Controlled Confinement except by written permission of a registered veterinarian. At the discretion of the Animal Control Officer, such Controlled Confinement may be on the premises of the Owner, a registered veterinarian, or the Animal Shelter,
2. Upon demand made by the Animal Control Officer, the Owner shall forthwith surrender for supervised quarantine, any dog which has inflicted a Serious Wound to any human being, or any dog which the Animal Control Officer has reasonable and probable grounds to suspect of having been exposed to rabies. The dog may be reclaimed by the Owner: if adjudged free of rabies;
 1. upon payment of confinement expenses and payment of any penalties pursuant to this Bylaw;
 2. upon compliance with the licensing provisions of this Bylaw.

However, if the Animal Control Officer determines that a License will not be issued for the dog, or if there is no License issued then the dog shall be treated pursuant to Section 7.3. below.

3. In the event of an outbreak or a threatened outbreak of rabies or any disease affecting Animals, which may be transmitted to human beings, the Animal Control Officer, by virtue of this Bylaw, may direct that all dogs be securely tied up by the Owner or be otherwise effectively confined and prevented from being at large. Any dog found at large in contravention of this section shall be impounded.

4. Except as herein provided, no person shall kill or cause to be killed, any rabid dog, any dog suspected of having been exposed to rabies, or any dog which has bitten a human, nor remove such a dog from the Town without prior written permission from the Animal Control Officer.
5. When, in the judgment of a licensed veterinarian, a dog should be destroyed for humane reasons, such dog may not be redeemed, until such dog has been destroyed.
6. No action shall be taken against any person acting under the authority of the Dog Regulation and Control Bylaw for damages, for the destruction or other disposal of any dog. The Town will take no responsibility for the health or disposition of any dog kept, sold or given up for adoption by the Town.

7. POWERS OF AN ANIMAL CONTROL OFFICER

1. An Animal Control Officer is authorized to capture and impound in the Animal Shelter, any dog which is At Large. The Animal Control Officer is further authorized to take such reasonable measures as are necessary to subdue any dog which is At Large, including the use of tranquilizer equipment and materials. If any such dog is injured, it may be taken to a registered veterinarian for treatment and then to an Animal Shelter.
2. An impounded dog shall be kept in the Animal Shelter for a period of seventy-two (72) hours. Saturdays, Sundays and Statutory holidays shall not be included in the computation of the seventy-two (72) hour period. During this period, any Animal may be redeemed by its Owner, except as otherwise provided in this Bylaw, upon payment to the Town or its authorized agent of:
 1. The appropriate impoundment fee as set out in Schedule "C" of this By-law;
 2. The appropriate penalty as set out in Schedule "B" of this Bylaw;
 3. The appropriate License Fee when the dog is not licensed as set out in Schedule "A"; and
 4. The cost of any veterinary treatment to relieve pain or bleeding of any dog that is found to be injured when picked up or injured in the process of capture.

However, if no License is issued for the dog, or the conditions of the License have not been met, the Animal Control Officer is not obliged to release the dog to the Owner.

3. At the expiration of the seventy-two (72) hour period as prescribed in Section 7.2. of this Bylaw, the Animal Control Officer is authorized to:
 1. Offer the dog for sale, or for gift;
 2. Destroy the dog in a humane manner;
 3. Allow the dog to be redeemed by its Owner in accordance with the provisions of Section 7.2., herein; or
 4. Continue to impound the dog for an indefinite period of time or for such further period of time as the Animal Control Officer, in his or her discretion, may decide.

Any person given possession of an impounded dog pursuant to the provisions of this Bylaw whether by sale or otherwise will obtain full right and title to the dog and the right and title of the Former Owner of the dog will cease thereupon. The new owner will be required to meet the licensing requirements as per this Bylaw.

Any person taking possession of any dog from the Town will be required to acknowledge in writing that the Town has no responsibility whatsoever for the health or disposition of the dog.

4. An Animal Control Officer may destroy sell or otherwise dispose of a dog after the dog is retained in the Pound for seventy-two (72) consecutive hours from the time of the impoundment unless:
 1. a person having authority orders the further retention or the destruction of the dog; or
 2. the Owner makes arrangements with the Animal Control Officer for the further retention of the dog.
5. In any case where a dog is euthanized, the cost will be the responsibility of the owner. If the expense, and cost, incurred by the Town pursuant to section 7.4. of this Bylaw, is not paid by said owner, the Town may:
 1. recover the expense and cost by action in a court of competent jurisdiction, which will include court and legal fees.
6. A Peace Officer or Animal Control Officer may capture and impound any dog which is:
 1. off the premises of it's Owner or when it is pursued on to the premises of it's Owner;
 2. Running at Large;
 3. named or described or otherwise designated in a complaint made pursuant to the *Dangerous Dogs Act*, Alberta
 4. named or described or otherwise designated in a complaint alleging the dog to be vicious;
 5. biting or attempting to bite any person while Running at Large;
 6. actually or apparently affected with rabies or any other contagious disease;
 7. chasing, worrying, or annoying any poultry or domestic animals on property other than that belonging to the Owner of the dog;or,
 8. in the opinion of an Animal Control Officer, the Owner is in breach of any provision of this Bylaw.
7. A Peace Officer or Animal Control Officer may stop and inspect any Dog found in a public place whether with the Owner or not.

8. DUTIES OF THE ANIMAL CONTROL OFFICER

An Animal Control Officer shall:

1. Have general supervision and control of the Animal Shelter;
2. Maintain the Animal Shelter in a safe and sanitary condition;

3. Capture and impound or cause to be captured and impounded all dogs the Animal Control Officer deems required to be impounded pursuant to the provisions of this Bylaw or any statute of Canada, or of the Province of Alberta, or of any regulations made there under;
4. Supervise and direct the duties of any agent, assistant or employee engaged; appointed or employed to assist the Animal Control Officer in the performance of his or her duties;
5. Subject to this Bylaw, have control of all dogs in the Pound;
6. Ensure that dogs impounded in the Pound receive adequate care and sufficient food and water;
7. Report any apparent illness, communicable disease, injury or unhealthy condition of any dog to a Veterinarian if, in the opinion of the Animal Control Officer, the condition of the dog warrants the examination or care of a Veterinarian, and act upon the Veterinarian's recommendation. The Owner shall be held responsible for all resulting charges;
8. Immediately segregate from other animals and restrain any dog brought to the Pound if it has or appears to have rabies or any other communicable disease, and in the case of rabies, report such condition to the Medical Health Officer, to a Veterinary Inspector of the Health of Animals Division of the local office of the Federal Department of Agriculture, or to any other official designated for that purpose pursuant to the *Health of Animals Act*, Canada;
9. Collect from person or persons liable all fees and charges levied pursuant to the provisions of this Bylaw as authorized by this Bylaw; Schedule "A": Licence Fees, Schedule "B": Penalties, Schedule "C": Impound and Care Fees; and remit all such fees and charges to the treasurer of the Town as required.
10. Sell or dispose of all dogs by appropriate manner and process as provided for in this Bylaw.
11. Maintain adequate records of:
 1. licenses issued to dog owners in the Town of Coaldale.
 2. any complaint made under the provisions of this Bylaw and the disposal of such complaint;
 3. any complaint made under the *Dangerous Dogs Act*, Alberta when such complaint has been reported to the Animal Control Officer and the action taken on such complaint;
 4. the daily operation of the Pound;
 5. each dog impounded and the disposition made of such Dog;
 6. notices sent to the Owners of dogs and others pursuant to the provisions of this Bylaw; and
 7. telephone calls made attempting to contact Owners of dogs;
12. Receive all dogs dropped off by Owners once an Owner has paid the fee as set

out in Schedule "C" of this Bylaw;

13. Make complaint when required pursuant to the *Dangerous Dogs Act*, Alberta.

9. PENALTIES

1. Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable to penalty as set out in Schedule "B" of this Bylaw.
2. As outlined by Schedule "B" of this Bylaw, penalty for a second offence within a period of twelve (12) continuous months will be two times the penalty of the first offence.
3. As outlined by Schedule "B" of this Bylaw, penalty for a third offence and any subsequent offence within a period of twelve (12) continuous months will be three times the penalty of the first offence.
4. Notwithstanding Section 9.1. of this Bylaw, any person who commits an offence under this Bylaw relative to a Restricted Dog will be subject to penalty not more than one and one-half (1½) times the penalty as set out in Schedule "B" of this Bylaw excepting for any offence, which specifies "Restricted Dog".
5. Under no circumstance shall any person contravening any provision of this Bylaw be subject to the penalty of imprisonment.

10. VIOLATION TAGS AND TICKETS

1. The Animal Control Officer is hereby authorized and empowered to issue a Violation Tag to any person who contravenes any provision of the Dog Regulation and Control Bylaw.
2. Such Violation Tag may be issued to such persons either:
 1. Personally or by leaving a copy for the offender, at the offender's last or usual place of abode; or
 2. By mailing a copy to the offender, at the offender's last known post office address.
3. The Violation Tag shall be in a form approved by the Town and shall state, inter alia:
 1. The name of the offender;
 2. The offence;
 3. The appropriate penalty for the offence as specified in Schedule "B" to this Bylaw; and
 4. That the penalty shall be paid within FOURTEEN (14) days of the issuance of the Violation Tag to avoid prosecution.
 5. That the penalty will be reduced by ½ (50%) of that specified if paid within FOURTEEN (14) days.
4. Where a contravention of the Animal Control Bylaw is of a continuing nature, further Violation Tags for the same offence, may be issued by the Animal Control

Officer, provided however, that no more than one Violation Tag shall be issued for each day that the contravention continues.

5. Where a Violation Tag is issued pursuant to either Section 10.1. or 10.4. of the Dog Regulation and Control Bylaw, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the sum specified on the Violation Tag which will be reduced 50% if paid within Fourteen (14) days.
6. If the penalty specified on the Violation Tag is not paid within the prescribed time period, an Animal Control Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the Provincial Offences Procedure Act.
7. The Violation Ticket must be in the form prescribed under the Act and must include both a complaint and a summons.
8. The complaint portion of the Violation Ticket must be duly sworn and filed with the clerk of the Provincial Court prior to the initial appearance date indicated on the ticket. At the time of issue, the Animal Control Officer will assign a date by which the person charged must pay the penalty or appear in court to plead to the charges as provided by the Provincial Offences Procedure Act. Assuming that the person charged does not pay the fines, they will be required to appear in court and enter a plea. Once the plea is entered, a trial date will be assigned.

11. PAYMENT BY CHEQUE

1. Where a fine or fee is issued pursuant to this Bylaw and has been paid by the tender of an uncertified cheque the fine or fee is:
 1. is considered paid subject to the cheque being accepted and cashed by the bank upon which it is drawn without any mention of this condition being made on the fine or fee; and
 2. is automatically reinstated if the cheque is not accepted and cashed by the bank on which it is drawn in which case the Owners shall pay forthwith the total amount of the fine or fee plus a fee set by the Town for the processing of the cheque.

12. POUNDS

1. The Town shall establish such number of "Animal Shelters" and appoint such Animal Control Officers as are necessary to provide for the enforcement of this Bylaw.

13 VICIOUS DOGS

1. No person shall own, keep, maintain or harbour a Vicious Dog.
2. A Vicious Dog shall be impounded and a complaint shall be made by the Animal

Control Officer pursuant to the *Dangerous Dogs Act, Alberta*, for an order directing that the Vicious Dog be destroyed.

14. PROHIBITED AREA

1. No Dogs shall be permitted in the following areas:
 1. cemetery;
 2. school grounds (unless with approval from the Animal Control Officer or attending an approved special event and under the direct control of the Owner); or
 3. within 30 metres of playground equipment in a park.

15. COMPLAINTS

1. Any person may make a complaint to an Animal Control Officer regarding a dog in the Town by submitting to the Animal Control Officer a signed and duly commissioned Complaint.
2. Such Complaint must be in the form of Schedule "D" to this Bylaw.
3. An Animal Control Officer shall only investigate complaints received in the specified form.
4. Upon receipt of a Complaint in the specified form the Animal Control Officer shall:
 1. investigate the complaint;
 2. prepare a written report; and
 3. take whatever action the Animal Control Officer in their sole discretion deems appropriate.

16. EXEMPTIONS

1. This Bylaw shall not apply to trained police dogs owned, kept, and maintained or harboured by law enforcement officers.
2. This Bylaw shall not apply to dogs, which are trained in Search and Rescue Operations and are in the execution of, and are actively involved in a search effort.

17. GENERAL

1. This Bylaw shall not apply to:
 1. the animals kept at a zoo, or being securely transported within a motor vehicle to or from a zoo;
 2. the animals kept at any veterinary clinic, or being securely transported within a motor vehicle to or from a veterinary clinic.

2. An applicant is responsible for and is not excused from ascertaining and complying with the requirements of any Federal, Provincial or other Municipal legislation, including the Town's Land Use Bylaw. Where the keeping of the Dogs would not comply with any Federal, Provincial or other Municipal legislation, the Animal Control Officer may refuse to issue a License.

18. **COUNCIL INTENT**

1. It is the intention of Town Council that each separate provision of this By-law shall be deemed independent of all other provisions herein and it is further the intention of Town Council that if any provisions of this Bylaw be declared invalid, all other provisions thereof shall remain valid and enforceable.

19. **SCHEDULES**

1. The Schedules attached to this Bylaw form part of this Bylaw.
2. The Schedules attached to this Bylaw may be amended by resolution of Council to preclude need for an amendment to the Bylaw.

20. **EFFECTIVE DATE**

1. This Bylaw shall come into force and effect upon the final passing thereof.

21. **REPEAL OF BY LAWS**

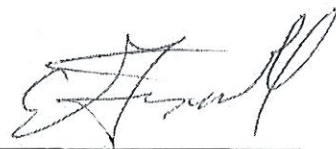
1. Bylaw 504-R-08-02 and all amendments thereto are hereby repealed in their entirety.

First Reading Nov. 13, 2006

Second Reading Dec 11, 2006

Third / Final Reading Dec 11, 2006


TOWN MANAGER


MAYOR

Schedule "A"**Licence Fees**

1. License Fee per Dog:
 - a) for each altered male or altered female dog \$ 20.00
 - b) for each unaltered male or unaltered female dog \$ 40.00
 - c) for Assistance Dogs \$ 00.00
2. Fanciers License \$ 50.00
(Plus Regular License Fee per dog)
3. Fee for Replacement License Tag \$ 5.00
4. Restricted Dog License Fee \$100.00
5. License Fee will be reduced by (1/2) 50%, per Dog in any case where an owner acquires a new Dog or where an owner becomes a resident in the Town of Coaldale, after August 1st of the calendar year.

SCHEDULE "B"**PENALTIES**

SECTION	OFFENCE	PENALTY
3.5.....	Owner have an unlicensed Dog.....	\$100.00
3.7.....	Providing false or misleading information.....	\$100.00
3.8.....	Improper use of License Tag.....	\$100.00
3.12.....	Owner of a licensed Dog not wearing a License Tag while off the Owner's property.....	\$ 40.00
4.3.....	Failure of Owner of a Restricted Dog to provide a secure pen.....	\$200.00
4.5.....	Failure of Owner of a Restricted Dog to keep the Animal muzzled and harnessed or leashed while off of the Owners' property.....	\$200.00
5.1.....	Owner of an Animal At Large:	
1.....	Unlicensed Dog.....	\$250.00
2.....	Licensed Dog.....	\$100.00
5.2.....	Owner of a dog which barks or howls or makes another noise	
1.....	thereby disturbing the quiet or repose of any person between 7 am and 10 pm.....	\$150.00
2.....	thereby disturbing the quiet or repose of any person between 10 pm and 7 am.....	\$200.00
5.3.....	Owner of a Dog which causes Damage to Property.(Damages Plus Fine).....	\$200.00
5.4.....	Owner of a Dog which is present in an area where the presence of Animals is prohibited by sign.....	\$ 60.00
5.5.1.....	Owner of a Dog which bites, attacks, threatens, harasses, barks at, chases, kills, or injures any person.....	\$500.00
5.5.2.....	Owner of a Dog which bites, attacks, threatens, harasses, barks at, chases, kills, or injures any other animal.....(Cost plus Fine).....	\$400.00
5.5.3.....	Owner of a Dog which bites, barks at, or chases any vehicle.....	\$100.00
5.6.....	Failure of Owner to remove defecation immediately from property which is not the Owner's property, and dispose of in a sanitary manner.....	\$100.00
5.7.....	Failure of Owner to keep a female dog in heat housed and confined to building or kennel.....	\$100.00
5.8.....	Teasing, tormenting, annoying, abusing, or injuring any Dog.....	\$400.00
5.9.....	Untying, loosening or otherwise freeing a Dog without the Owner's authorization.....	\$200.00
5.11.....	Interfering with, impeding or hindering an Animal Control Officer's enforcement of this By-law.....	\$200.00
5.13.....	Removing or attempting to remove any Dog from the possession of an Animal Control Officer.....	\$200.00
9.2.....	Second or subsequent offence within one year of the first offence.....	Two (2) times the specified penalty of the first offence
9.3.....	Third or subsequent offence within one year of the first offence.....	Three (3) times the specified penalty of the first offence
.....	An offence for which a penalty is not otherwise provided in Schedule "B" of this By-law (penalty subject to provisions of 9.2. and 9.3. of this Bylaw).....	\$100.00
9.4.....	Any person who commits an offence under this Bylaw relative to a Restricted Dog will be subject to penalty not more than one and one-half (1½) times the penalty as set out in Schedule "B" of this Bylaw excepting for any offence in Schedule "B" which specifies "Restricted Dog".	

PENALTY REDUCED BY 1/2 (50%) IF PAYMENT MADE WITHIN 14 DAYS

SCHEDULE "C"**IMPOUND & CARE FEES**

1. Impoundment Fee	\$35.00
2. Impoundment Fee – Restricted Dog	\$75.00
3. Care and sustenance (per Day or portion thereof to commence at midnight on the Day of impoundment)	\$12.00
4. Drop Off Fee	\$55.00
5. Veterinary Fee	 AMOUNT EXPENDED
6. Adoption Fee	\$45.00

SCHEDULE "D"
CUSTOMER SERVICE REQUEST

FORM # _____

Date:

Customer Name:

Address:

Phone #:

Request:

Referred To:

Date:

Time:

Response/Action Taken:

Request Completed:

Yes:

No:

Reported By:

Referred To:

Date:

Time:

Response/Action Taken;

Request Completed: Yes:

The personal information requested on this form is being collected for the administration and operation of the Town of Coaldale customer and ratepayer's complaint process, under the authority of the Municipal Government Act (MGA) and is protected by provisions of the Freedom of Information and Protection of Privacy (FOIP) Act.