



# Cultus Lake Park

## ANIMAL CONTROL AND REGULATIONS BYLAW

### Bylaw No. 1142, 2019

A Bylaw to provide for the control of animals and licensing of dogs.

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Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt Bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the "Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019".

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

#### 1. TITLE

- 1.1 This Bylaw may be cited as "Cultus Lake Park Animal Control and Regulations Bylaw No. 1142, 2019".

#### 2. INTERPRETATION

- 2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Motor Vehicle Act*, *Local Government Act*, *Community Charter* or any successor legislation, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

#### 2.2 DEFINITIONS OF TERMS

**"Aggressive Behavior"** means any behavior by a dog that unduly intimidates a person or animal and includes; snarling, growling or pursuing a person or animal in a threatening manner.

**"Aggressive Dog"** means a dog that:

- (a) has without justifiable provocation displayed aggressive behavior toward a person or animal; and/or
- (b) has without justifiable provocation caused a minor injury to a person or animal.

**"Beach"** means any sand or rock area along the lake side of the tree line.

**“CAO”** means the Chief Administrative Officer; a position appointed by the Board.

**“Designated Dog Areas”** means any area in Cultus Lake Park, which is specifically signed to indicate that particular rules re: owner’s responsibility and control of dogs apply to that area (e.g. public recreation areas, trails, etc.).

**“Dog”** means any animal of the canine species.

**“Dog Play Zone”** means the septic field situated between the Plaza and the maintenance yard is designated as a Dog Run or Play Area. (See map – Off leash area – Schedule C).

**“Dog Swim Zone”** means areas so designated and signed by the Park.

**“Dog Feces”** means excrement of a dog.

**“Foreshore”** means the area under the Lease Agreement from the Ministry of Forests, Lands and Natural Resource Operations within Cultus Lake Park along the lakeshore, and 100 meters or 328 feet into the lake from the high water mark.

**“Leaseholder”** means a person(s) having a current and valid lease with the Cultus Lake Park.

**“Magistrate”** means an official conducting a court for minor cases and preliminary hearings.

**“Minor Injury”** means a physical injury to a person or animal that consists of pinches, minor localized bruising, scratches, willow punctures or lacerations in one direction only.

**“Muzzle”** in reference to a dog means a humane basket style fastening or covering device that is strong enough and well-fitted enough to prevent a dog from biting, which does not interfere with the breathing, panting or vision of the dog or with the dog's ability to drink.

**“Owner”** includes any person who owns, has in their custody or control, or harbours any dog or is an occupant of a leased premise of where a dog is kept.

**“Park”** means the area within the Park boundaries as outlined in the Cultus Lake Park Act, 1932, and the foreshore assigned to the Park by the Province of British Columbia.

**“Park Staff”** means any person employed by the Park.

**“Person”** means a natural person, a company, corporation, partnership, firm, association, society, or party and the heirs, executors, administrators, personal or other legal representatives of a person to whom the context can apply according to law.

**“Receptionist”** means the Receptionist for the Cultus Lake Park Office.

**“Resident”** means the leaseholder or a person(s) renting a residence within the Park as a permanent address from a leaseholder.

**“Serious Injury”** means a physical injury to a person or animal that consists of deep punctures, lacerations in more than one direction, broken bones or an injury requiring stitches or cosmetic surgery.

**“Service Dog”** means any dog that has been officially certified as such by a government agency.



**"Vicious Dog"** means a dog that:

- (a) has without justifiable provocation caused a serious injury to a person or animal;
- (b) has a known propensity, tendency or disposition to attack without justifiable provocation;
- (c) has on more than one occasion caused a minor injury to a person or animal;
- (d) has on more than one occasion while running at large, aggressively pursued or harassed a person without justifiable provocation or has a demonstrated a propensity, tendency or disposition to do so.

**"Wharf"** means a structure on the shore extending out into the Park foreshore

**2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.

**2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

### **3. GENERAL REGULATIONS**

**3.1** Schedule A contains fees payable in respect to charges of this Bylaw.

**3.2** Schedule B contains Dog-Specific Areas of the Park.

**3.3** Schedule C contains a map of dog swim areas and on-or-off-leash dog areas in the Park.

**3.4** Cultus Lake Park may enter into agreements with other jurisdictions or enter in to a contract with a contractor for the impounding of dogs at such place or places.

**3.5** No person will keep or allow to be kept on any real property more than a total of 5 pets consisting of not more than three dogs or not more than three cats over the age of 4 months.

**3.6** No person will keep any horse, cattle, swine, domestic fowl or reptile in the Park without prior written approval from the Board.

**3.7** No person will feed any animal; including geese, with respect to the *BC Wildlife Act*, other than a domesticated pet. Bird feeders are permitted on residential property.

### **4. DOG CONTROL AND LICENCING**

**4.1** For owners of dogs which attain the age of four (4) months during a calendar year, licence fees are payable by the owner to the Park as per Schedule A.

**4.2** For the purpose of determining whether any dog has been spayed or neutered a certificate of spaying or neutering from a licenced veterinarian will be required.

**4.3** Every licence issued under this Bylaw will expire on the thirty-first day of December next following the date on which the licence takes effect.



- 4.4** The licence will consist of a metal tag bearing a number corresponding with the number under which the dog is described and registered by the receptionist and the said tag will be attached to a collar or strap around the neck of the said dog at all times.
- 4.5** Any person who has obtained a licence tag as provided in Section 4.1 of this Bylaw and has lost the tag may apply to the Park Office for another in place of the one so lost and upon production of proof of such loss to the satisfaction of the receptionist, he/she may issue, a duplicate or other tag, upon payment by such person in each case of a fee as outlined in Schedule A of this bylaw.
- 4.6** Any person owning any dog apparently over the age of four (4) months for which a valid and subsisting licence has not been obtained will be committing an offence and will be subject to penalties imposed under this Bylaw.
- 4.7** The owner(s) of a dog or dogs will keep such dog or dogs on a leash while in a public area within the boundaries of Cultus Lake Park, except where otherwise posted as a designated area (refer to Schedule C).
- 4.8** The owner(s) of a dog or dogs will keep the dog or dogs off all beaches, wharves and foreshore areas and will be only permitted in the water in designated dog swim zones/areas (refer to Schedules B and C).
- 4.9** The owner of a dog or dogs will be responsible for all clean-up of their dog's feces on all Park property.
- 4.10** A dog will be deemed to be at large when such dog is in any public area, and not on a leash as required within Cultus Lake Park, with the exception of the designated off leash and dog swim area.
- 4.11** Notwithstanding any other provision of this Bylaw, any dog found to be suffering from an incurable infectious disease by a licenced veterinarian, will be dealt with in accordance with provincial regulations.
- 4.12** When a complaint is made to the CAO (or designate) or the Bylaw Enforcement Officer that a dog is vicious, he/she will investigate the same, and if he/she is satisfied that such complaint is well founded, he/she will order the owner to keep it in confinement. If the owner fails to comply with said order, the Bylaw Enforcement Officer may seize such dog and impound the same, and within four (4) business days of such impounding, he/she will apply to the Magistrate for a warrant to deal with the dog in accordance with provincial legislation. The Bylaw Enforcement Officer will give the owner 24 hour notice to show cause why such warrant should not be granted by delivering to the owner at the address shown on the receptionist's record, a notice in writing of the time and place at which the said application will be made.
- 4.13** Any dog impounded under the provisions of this Bylaw remaining unclaimed and for which the licence fee, impounding fee or per diem charges as prescribed herein have not been paid after seven (7) business days from the time of impoundment may be taken to an animal care facility for adoption, or as a last resort, humane destruction of the animal.
- 4.14** No dog will be released from impoundment by the Bylaw Enforcement Officer until all licence and other fees, charges and penalties in respect of such dog chargeable under this Bylaw and the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 have been paid.



- 4.15** The Bylaw Enforcement Officer will make reasonable effort to notify the owner of any impounded dog by telephone call, in person, letter or electronic mail.
- 4.16** The Bylaw Enforcement Officer may, where he/she has reason to believe, a dog over the age of four (4) months which has been seen at large, for which the licence for the current year has not been paid, or a dog not having attached to it a licence tag for the current year as herein provided, has taken refuge on any premises, request the occupant(s) of such premises, to satisfy him that such licence tag is attached to such dog or to forthwith deliver such dog to him and where any dog is found to be on such premises as aforesaid, any occupant who fails, neglects, or refuses to deliver such dog on request, or who resists or interferes with such Bylaw Enforcement Officer in seizing such dog, will be an infraction of this Bylaw.
- 4.17** It will be lawful for any resident of any land in Cultus Lake Park or any person authorized by him/her, to impound a dog found trespassing on such land or doing damage thereon, and will notify the Bylaw Enforcement Officer immediately.
- 4.18** Where the owner of an impounded dog is known, such owner will pay the impoundment fee and per diem charges for such dog as prescribed herein, even though the owner fails or neglects to reclaim such dog.
- 4.19** Impoundment fees and per diem care charges are as outlined in Schedule A of this Bylaw. Any fines issued are covered under Schedule A-2 of the Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019.
- 4.20** The Bylaw Enforcement Officer will make a record of each impoundment in any book provided for that purpose and the final disposition of every dog impounded.
- 4.21** The Bylaw Enforcement Officer is hereby authorized to issue a 'Bylaw Notice' as per Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, Schedule A-2 to any persons alleged to have offended against the provisions of this Bylaw.
- 4.22** A 'Bylaw Notice' as specified in Section 4.21 of this Bylaw will be deemed to be sufficiently served:
- (a) If served personally on the owner of the dog concerned.
  - (b) If mailed via Registered mail to the owner of the dog.
- 4.23** A person receiving such 'Bylaw Notice' is subject to the terms and conditions noted in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 with regard to taking further action.
- 4.24** No person will permit any dog of which he or she is the owner to continually howl or bark if such howling or barking causes annoyance to any person or persons in the neighbourhood.
- 4.25** It will be unlawful to operate or maintain a kennel, or keep dogs for the purpose of breeding or boarding, on any residential property within the Park.
- 4.26** Any person who, without lawful authority and not having paid the fees, charges and payments imposed under the provision of this Bylaw, takes or attempts to take the dog(s) out of impoundment, will be an offence against this Bylaw.

- 4.27** Where a dog meets the definition of an aggressive dog, the CAO or designate may issue a written notice to the owner of that dog advising the owner of the requirements of this Bylaw with respect to aggressive dogs and which deems that dog to be an aggressive dog.
- 4.28** Every owner of an aggressive dog will:
- (a) secure the dog by a collar and leash that is a maximum length of one (1) metre when not on the owner's property;
  - (b) ensure that the dog is not running at large within the Park at any time;
  - (c) keep the dog muzzled when in a designated off-leash area; and
  - (d) within thirty (30) calendar days of receiving notice that their dog is an aggressive dog, ensure the dog has permanent identification and provide the Permanent Identification information to the Park.
  - (e) pay the fee associated with an aggressive dog to the Park as per Schedule A.
- 4.29** An owner, following a period of at least one year from the date stated on the written notice deeming their dog an aggressive dog, may apply to the Park for relief from the requirements of Section 4.27 provided that:
- (a) the Park has received no further complaints in regard to that dog's aggressive behavior; and
  - (b) proof and documentation is provided that the owner and the dog have successfully completed a course deemed acceptable to the CAO acting reasonably to address the dog's aggressive behavior.
  - (c) If a dog displays aggressive behavior again after relief has been granted pursuant to Section 4.29, the requirements of Section 4.28 will apply in perpetuity.
- 4.30** If any visitors to the Park are deemed to have an aggressive dog or a vicious dog they will be issued a 'Bylaw Notice' and will have to remove the dog from the Park.

## **5. FEES AND FINES**

- 5.1** All leaseholders, residents, visitors, and persons are subject to the fees as outlined in this Schedule A of this Bylaw and the provisions and fines as outlined in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and Schedule A-2 in that bylaw
- 5.2** Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

## **6. SEVERABILITY**

If any part of this bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

## **7. REPEAL**

Cultus Lake Park Animal Control and Regulations Bylaw No. 1111, 2018 and all amendments are repealed.



**8. EFFECTIVE DATE**

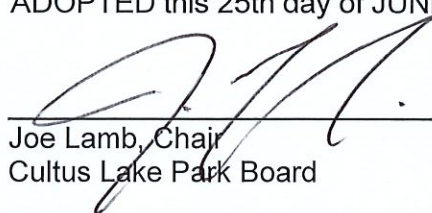
This bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this 19<sup>TH</sup> day of JUNE, 2019

READ A SECOND TIME this 19<sup>TH</sup> day of JUNE, 2019

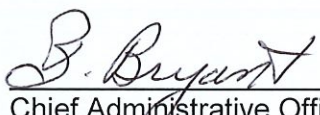
READ A THIRD TIME this 19<sup>TH</sup> day of JUNE, 2019

ADOPTED this 25th day of JUNE 2019

  
\_\_\_\_\_  
Joe Lamb, Chair  
Cultus Lake Park Board

  
\_\_\_\_\_  
Bonny Bryant  
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true  
and correct copy of Cultus Lake Park  
Animal Control and Regulations Bylaw No. 1142, 2019

  
\_\_\_\_\_  
Chief Administrative Officer

## **SCHEDULE A**

### **Fees**

There will be levied and collected from any person who is the owner of any dog apparently over the age of four (4) months, an annual fee for each dog, per calendar year January - December as follows:

Neutered male or spayed female dog.....\$20.00

Intact Female Dog.....\$70.00

Intact Male Dog.....\$70.00

Aggressive Dog.....\$200.00

Impoundment fees and per diem care fees in addition to other fines and fees or payments to be made under this Bylaw are as follows:

Replacement Tag Fee.....\$20.00

Impoundment fee.....\$50.00

Per diem care expenses.....\$10.00



## **SCHEDULE B**

### ***Dog-Specific Areas:***

- A) **NO DOGS:** Public Recreation Areas (See Map Schedule C)
- B) **DOGS ON LEASH:**
  - *All public areas*
- C) **DOGS OFF LEASH – UNDER CONTROL**
  - *Dog play zone/areas*
  - *Dog swim zone/areas*

**SCHEDULE C**

