

**Town of Woodstock**  
**By-law No. S-2**  
**A By-law Relating to the Control of Animals in the Town of Woodstock**

BE IT ENACTED by the Town Council of the Town of Woodstock, under the authority vested in it by the Local Governance Act, SNB 2017, C-18 as follows:

**1. Definitions**

**“Accredited Shelter”** means a licensed animal shelter that is registered through the Province of New Brunswick.

**“Animal”** means domestic animal and includes dog and cat.

**“Animal Control Officer”** means a person or group or organization, duly appointed by the Town of Woodstock to carry out the enforcement of this by-law.

**“Bite”** (noun) means a wound received from the mouth and, in particular, the teeth of an animal, which may result in abrasions, cuts, punctures, tearing of the skin or bruising;

**“Bite”** verb or **“bitten”** means to;

- (a) To cut, puncture, wound, tear or bruise with teeth
- (b) To sever with teeth; or
- (c) To grip with teeth

**“Community Cat Program”** is a service provided by a Third Party involving a TNR (Trap-Neuter-Return) program for the stray/unowned cat population within Woodstock.

**“Dangerous Dog”** is a dog that has been declared dangerous by the Protective Services Committee through formal declaration based on an incident investigation.

**“Excessive Noises”** means barking for such a period of time or in such a manner as to be a disturbance to nearby residents.

**“Indoor Cat”** means a domesticated cat described by its owner as a cat that never leaves the confines of the owner’s residence.

**“Kennel”** means a premises where dogs are bred or boarded for consideration.

**“Leash”** means secured by a leash or similar device of 1.2 meters maximum length, suitable to keep an animal under the control of an owner.

**“Muzzle”** means a humane fastening or covering device made of metal, plastic, leather, or a combination of these materials that does not interfere with the breathing, panting, ability to drink or vision of the dog when fitted and fastened over the mouth of the dog, but that is of sufficient strength to prevent the dog from biting.

**“Owner”** means:

- (a) a person over the age of 18 years owning, possessing, harboring or having the charge of an animal or permitting an animal to remain about the person’s house or premises; and,
- (b) where the owner is a minor, the person over the age of 18 years who is responsible for the custody of the minor shall be considered the owner.

**“Pet Establishment”** means an animal shelter, a pet retail store, and a kennel.

**“Pet Retail Store”** means a premises where dogs, cats, rodents, reptiles, amphibians, pet fish, pet and exotic birds, or other exotic animals are kept for sale.

**“Representative of the Town”** includes any person or company working for or on behalf of the Town of Woodstock directly or indirectly in regards to animals.

**“Rescue”** means a non-profit animal rescue group registered through the Province of New Brunswick.

**“Run/Running at Large”** means any animal not secured by a leash or fence, either

- (a) in a public place; or
- (b) on premises not owned by or in the possession of the owner of the animal.

**“Service Animal”** means an assistance dog, and may include other animals specifically trained to perform physical tasks to mitigate an individual’s disability. Assistance dogs include: guide dogs that guide individuals who are legally blind; hearing dogs that alert individuals who are deaf or hard of hearing to specific sounds; and service dogs for individuals with disabilities other than blindness or deafness.

**“Town Clerk”** means the Town Clerk of the Town of Woodstock.

**“Wildlife”** means any undomesticated free-ranging animal, exempting songbirds for the purposes of feeding.

**“Without Provocation”** means that the dog has not been cited or induced to behave aggressively because:

- (a) The dog was acting in defense of an attack on itself by a person or animal;
- (b) The dog was acting in defense of its offspring or reacting to a person or animal trespassing on the property of its owner; or,
- (c) The dog was being teased, provoked or tormented.

**“Witness”** means a person who has, claims to have, or is thought, by someone with authority to compel testimony, to have knowledge relevant to an event or other matter of interest and includes the victim.

## **2. Registration and Licensing of Animals**

1) All dogs and cats shall be registered by the owner within:

- (a) One Hundred Thirty (130) days (4 1/2 months) of the owner acquiring the animal in the case of a newborn animal; and

- (b) Thirty (30) days of the animal entering the Town of Woodstock for other than newborn animals.
- 2) When applying for a license under this by-law, the Owner shall provide the following information to a Representative of the Town:
- (a) Description of animal, including name, age, gender, and breed
  - (b) Name, address, date of birth and telephone number of the owner
  - (c) Where the owner is a corporate body, the name, address and telephone number of the natural person responsible for the dog
  - (d) Information establishing the animal is neutered or spayed
    - i. If the animal cannot be spayed or neutered, a signed letter from a licensed veterinarian stating so must be provided and the licensing fee will be set as the animal has been spayed or neutered.
  - (e) A valid certificate of vaccination
    - ii. If the animal is not able to have vaccines due to its chronic health conditions, a signed letter from a licensed veterinarian stating so must be provided.
- 3) The owner of any animal required to be licensed under this by-law shall pay an annual licensing fee as set forth in Schedule A.
- 4) A license under this section expires one year from the date of completed registration.
- 5) Upon registration of an animal through a Representative of the Town, as declared in Schedule A, that representative shall issue to the owner a license tag which shall indicate the registration number of the animal and the year of the registration.
- 6) Every owner of an animal required to be licensed shall cause such animal registered to wear a collar to which shall be attached the tag issued under Section 2(5).
- 7) Except as provided for in Section 2(8), no animal shall be registered unless the owner provides to a representative of the Town, a valid rabies vaccination certificate for such dog or cat signed by a licensed veterinarian.
- 8) Upon an owner asserting that his or her cat is an indoor cat, the representative of the Town shall register the cat as an indoor cat and the owner shall not be required to provide evidence of a valid rabies vaccination. A cat may be designated as an indoor cat only at the time of first registration.
- 9) There shall be no license fee for a "service animal" with proof of certification, but it must be licensed and wear a current tag.
- 10) A Representative of the Town shall keep a record of all licenses issued showing:
- (a) The date and number of registration;
  - (b) The sex and breed of dog or cat for which a license has been issued; and
  - (c) The name, address, date of birth, and phone number of the owner.

- 11) An owner who:
- (a) is found not to be eighteen (18) years of age;
  - (b) provides false information when licensing/tagging;
  - (c) refuses or neglects to register their pet; and/or
  - (d) refuses or neglects to attach and keep attached a license/tag to the collar of their pet,

Will be subject to a fine outlined in Schedule A.

### **3. Rabies**

- 1) The owner of a dog or cat which has not been vaccinated against rabies shall cause the dog or cat to be so vaccinated;
- (a) within 10 days of acquiring such dog or cat, if it is more than 4 months of age; or
  - (b) within 10 days after it has reached the age of 4 months.
  - (c) when a dog or cat is more than 4 months of age on the coming into force of this by-law, and it has not been vaccinated against rabies within 30 days thereof.
- 2) Any owner who neglects or refuses to have his dog or cat vaccinated against rabies under the provisions of this by-law is guilty of an offence, and is liable upon summary conviction to a fine set forth in Schedule A.
- 3) Any Representative of the Town shall immediately seize and impound and report to proper legal authorities any dog or cat which is known to be or suspected of being rabid.

### **4. Seizing and Impounding**

- 1) The Animal Control Officer may seize and impound any dog or cat if:
- (a) the animal is found running at large, as defined in Section 1;
  - (b) is not properly registered;
  - (c) the animal has been or is suspected to have been abandoned;
  - (d) is suspected of being infected by rabies or other contagious disease; or
  - (e) is not wearing a collar and valid tag issued under this By-Law when the animal is off the property of the owner or when pursued onto the property of the owner of such animal.
- 2) The owner may claim an animal if he/she establishes, to the satisfaction of a Representative of the Town, evidence of ownership and has paid to the Town of Woodstock:
- (a) a sum set forth in Schedule A;
  - (b) a further sum based on an actual cost basis for each day the animal has been impounded plus any other rates and/or charges which may be levied for medication and services administered during the impounding period; and

- (c) the cost of a veterinary exam and rabies vaccination for an animal found running at large, such vaccination to be administered before the animal is returned to the owner unless proof of valid vaccination has been determined.
- 3) Collection of all impounding fees and charges for services shall be the responsibility of the Town.
- 4) Impounded animals, which have not been claimed within seventy-two (72) hours after seizure, shall be relinquished to an accredited shelter.
- 5) If the owner of a seized animal is known, the Representative of the Town shall make a reasonable attempt to notify the owner of such seizure and impounding.
- 6) The Representative of the Town shall collect from the owner before releasing the animal, or from the purchaser at the time of the sale or adoption of the animal, proof of payment for the total costs of seizing, impounding and maintaining the animal.
- 7) The Animal Control Officer shall seek the recommendation of a licensed veterinarian to have an animal destroyed if he/she judges that the animal poses a risk to persons through its behaviour or if he/she suspects the animal is diseased.
- 8) Where the Animal Control Officer has reasonable and probable grounds to believe that a dog has bitten, injured or killed a person or another animal, or where the owner of dog that has been declared a dangerous dog, is not complying with the provision of Section 5 herein, the Animal Control Officer may seize and impound such dog. The Animal Control Officer may submit a request for declaration (Schedule B) of a dangerous dog to the Protective Services Committee.
- 9) The provisions of Subsections 2), 3), 4), 5), 6) and 7) herein apply to a dog that has been impounded pursuant to Subsection 8), except that the dog shall not be released, sold or destroyed until a determination has been made by the Protective Services Committee under Section 5, or until such time as the owner can satisfy the Animal Control Officer that he or she will comply with the provisions of Section 5 while formal declaration is investigated.
- 10) No person authorized under this by-law to capture and impound an animal shall be liable in damages for any injury or damage caused to such animal while the same is being captured or impounded.

## **5. Dangerous Dogs**

- 1) No owner of a dog shall permit such dog to injure, attack, bite or kill, without provocation, as defined in Section 1, a person or animal.
- 2) Incidents involving an already declared or potentially dangerous dog shall be reported by the owner to the Town within forty-eight (48) hours of the occurrence of the incident.
- 3) A request for declaration of a potentially dangerous dog shall be completed by the witness to the incident in the form prescribed by the Municipal Clerk and shall include, but not be limited to, the following information:

- (a) Name of the owner of the dog;
  - (b) Name, address and phone number of the victim or the witness to the incident involving the dog;
  - (c) Description of the dog, including breed, if known, color and other distinguishing features;
  - (d) The municipal dog tag number, if available;
  - (e) Date and time of incident, location where incident occurred and description of incident;
  - (f) Name of other witnesses and agencies involved, if applicable;
  - (g) Signature of witness or victim; and
  - (h) If possible, the signature of Town Police Officer.
- 4) The witness shall provide any additional evidence related to the incident to the Representative of the Town investigating the incident when the request of declaration is completed:
  - (a) pictures of the injury or damage caused by the dog, with date and time stamp noted on the picture;
  - (b) picture of the dog;
  - (c) information regarding treatment required from a person in the medical field; and/or
  - (d) any other information deemed to be pertinent to the incident.
- 5) Upon receipt of a signed request of declaration or statement regarding a potentially dangerous dog that has been attested to by a witness who actually saw the alleged dangerous dog injure, attack, bite, or kill a person or animal, the Protective Services Committee shall be empowered to investigate and declare the dog a Dangerous Dog.
- 6) Within two days of receipt of a duly executed declaration regarding a dangerous dog, the Animal Protection Officer shall hand deliver, or send by registered mail, a Notice of Declaration (see Schedule C) to the owner of the dangerous dog requiring that the dangerous dog be muzzled and controlled pursuant to the provisions of this by-law.
- 7) The owner of a dangerous dog must not permit the dog to be in a place other than the owner's property unless:
  - (a) the dog is on a leash no longer than one meter and in the control of a responsible person over the age of 18 years, and
  - (b) the dog is wearing a muzzle.
- 8) When a dangerous dog is on the property of the owner, it shall be either securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent its escape and the entry of any person not in control of the dog.
- 9) The owner of a dangerous dog must display a sign at each entrance of the owner's property, warning in writing with a symbol, that there is a dangerous dog on the property (see Schedule C). The sign must be visible and legible from the nearest road or sidewalk.
- 10) The owner of a dangerous dog must not allow the dog to be rehomed within the Town of Woodstock unless the owner gives written notice to the person taking ownership of the dog that it is dangerous, and having provided a change of registration to the Town of Woodstock.

- 11) The owner of a dangerous dog must register the dog as such for the amount set forth in Schedule A within five (5) business days after being served a notice of declaration. Upon the receipt of a written appeal request within ten (10) business days from the date of notice delivery, the registration may be delayed until a decision of declaration has been made by the Protective Services Committee.
- 12) The owner of a dangerous dog shall inform the Town in writing within forty-eight (48) hours of a change of address within the municipal boundaries.

## **6. Complaints**

- 1) A Judge of the Provincial Court, on a complaint being made to him that an animal has bitten or attempted to bite any person or any other animal, and upon being satisfied that the complaint is warranted, may make an order;
  - (a) declaring the animal as a “Dangerous Dog” and directing the owner to comply by the provisions of Section 5 of this by-law; or
  - (b) directing the owner of the animal, or some other person, to destroy the animal.

## **7. Owner’s Responsibilities**

- 1) The owner of any cat or dog must keep their animal under control through the use of a leash at all times, except in a designated approved off-leash area.
- 2) The animal must be registered and licensed under the provisions of this by-law.
- 3) The owner must attach and keep attached a current licence tag to the collar of the animal.
- 4) The owner must not permit his/her animal to make excessive noises, as defined in Section 1, so annoyance is caused to the public.
- 5) The owner must remove any feces left by the animal on any property in the Town of Woodstock.

## **8. Health and Wellbeing**

- 1) Every person who owns an animal within the Town of Woodstock shall ensure that such animal is treated humanely and is provided with:
  - (a) a clean and sanitary environment free from accumulated fecal matter to avoid creating a public health risk to both the animals and humans;
  - (b) a shelter that is waterproof and the protects it from exposure to the elements;
  - (c) a shelter for the animal that is adequate and appropriate for its size and breed;
  - (d) adequate and appropriate care, food, water, shelter, exercise, attention, veterinary care and opportunity for physical activity as may be required to meet the needs of the breed;
  - (e) animals must not be left unattended in vehicles when doing so can be detrimental to their health; and

(f) limited tethering in accordance with Provincial regulations.

2) Persons found in contravention of this section shall be fined in accordance with Schedule A and reported to the SPCA and/or Town Police for determination of criminal charges.

#### **9. Stoop and Scoop**

1) If an animal defecates on any property other than the property of its owner, the owner of the cat or dog shall remove such feces immediately. This section shall not apply to persons using seeing-eye dogs.

#### **10. Pet Establishment License**

1) Every person who operates a pet establishment shall be licensed in accordance with Provincial regulations.

#### **11. Wildlife**

1) No person shall knowingly or willingly feed any wildlife, as defined in section 1, or in any manner provide them or allow access to food or any other edible substance.

2) No person shall store any attractant or waste in such a manner that it is accessible to wildlife.

3) No person shall attract wildlife onto a property such that these wildlife create a nuisance for other properties.

#### **12. Exotic Animals**

1) Possession of exotic animals within the Town of Woodstock shall be in compliance with the Exotic Animals Act.

#### **13. Offence**

1) A person commits an offence under this by-law who:

(a) interferes or attempts to interfere with a Representative of the Town who is exercising their functions under this by-law;

(b) not being the owner, removes the collar or a licence tag from any animal; and/or

(c) violates any provision of this by-law.

2) Any designated Representative of the Town, including but not limited to the Animal Control Officer, Town Police Officer, or Compliance Officer, is hereby authorized to take such action or issue such tickets as they may deem necessary to enforce any provision of this bylaw.

3) When a Judge of the Provincial Court finds the owner of an animal guilty of an offence under this By-Law, he or she may make an order directing the owner of the animal to pay to the Town all costs incurred for impounding, boarding and maintaining the animal, including veterinary fees and all legal costs incurred by the Town.



#### **14. Penalty**

- 1) Every person in violation of this By-law may, on or before the date a charge pertaining to the offence has been laid in Provincial Court, pay to the Town Clerk the corresponding fine, as set out in Schedule A, upon which payment committing the violation is not liable to be prosecuted for that violation.
- 2) The Town has the discretionary power to accept voluntary payment from person in lieu of charges being brought against such person, depending on the number of violations of this By-law such person has been found or admits to have infringed.
- 3) A payment made under Section 14(2) shall constitute a full satisfaction, release and discharge of all penalties and imprisonments incurred by such person for such violation, and for the purposes hereof shall have the same effect as if a Judge had convicted the person of the violation for which the amount was paid. A proof of payment signed by the Clerk, or designate, to the effect that the sum has been paid in respect of a specific violation shall be prima facie evidence in all counts of conviction.
- 4) If the voluntary payment set out in Schedule A, which Council shall adopt and from time to time may amend, has not been received before a charge pertaining to the offence has been laid in Provincial Court, the person charged with the offence is liable, on summary conviction, to a fine for commission of an offence punishable under Part II of the Provincial Offences Procedure Act as a category D Offence.

#### **14. Rules for Payment**

- 1) Payments of fines shall be made within thirty (30) calendar days of issuance. If payment cannot be made in full, a payment contract shall be agreed to and signed at the Town Hall. Payment arrangements shall not exceed ninety (90) calendar days from date of issuance.
- 2) Payment of Schedule A fines made within fifteen (15) calendar days of issuance will be reduced by fifty (50) percent. Additional fines including but not limited to impounding, boarding and maintaining the animal, veterinary fees, etc shall not be reduced.
- 3) Failure to comply with conditions set forth in Subsection 14(1) shall result in the involvement of the Municipal Solicitor for collection through the New Brunswick Provincial Court in accordance with the procedures provided in the Provincial Offences Procedure Act, S.N.B., c P-22.1 as amended.

#### **15. Appeal**

- 1) Any owner who has a dog that has been declared as "Dangerous" may appeal the declaration by submitting a request in writing to the Town Clerk within ten (10) business days of the date of delivery of the Notice of Declaration.

**16. Repeal**

- 1) By-law S-1, A By-law Respecting Animal Control, and amendments thereto, enacted on September 21<sup>st</sup>, 2001, is hereby repealed.
- 2) The repeal of By-law No. S-1, A Bylaw Respecting Animal Control, of the Town of Woodstock, shall not affect any penalty, forfeiture or liability, incurred before such repeal or any proceeding for enforcing the same completed or pending at the time of repeal; nor shall it repeal, defeat, disturb, invalidate or prejudicially affect any matter or thing whatsoever completed, existing or pending at the time of repeal.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_.

Read a third time and enacted this \_\_\_\_\_ day of \_\_\_\_\_.

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Arthur Slipp, Mayor

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Ann Marie Voutour, Director of  
Administrative Services

## Schedule A

### Fees and Fines

#### Licensing

##### Annual Fees:

Neutered/Spayed Animal	\$15
Un-neutered or un-spayed Animal	\$30
Dangerous Dog	\$200
Replacement Tag Cost	\$5

##### Provider:

DocuPet Licensing Program

#### Fines

*First Offense fine rate listed below.*

*\*\*All fines, excluding daily rates, will double for each repeated offense by an owner regardless of time passed.*

##### Seizing and Impounding:

Seizure of Cat or Dog	\$50
Impoundment	\$100
Boarding	\$25/day
Relinquishing/Abandonment	\$100

##### Licensing:

Providing False Licensing Information	\$50
Refusing/Neglecting to License	\$50 + Licensing Fees
Failure to keep tag attached to animal	\$50
Removing a License	\$50

##### Running At Large:

Failure to keep a dog/cat under-control	\$50
Running at large	\$100
Chasing Pedestrians	\$100
Chasing Cyclist	\$100
Chasing Motorized Vehicles	\$100
Dog Bite – Person	\$200
Dog Bite – Animal	\$100 + payment of any veterinary expenses

##### Dangerous Dog Related Offenses:

Refusing/Neglecting to License Dangerous Dog	\$250 + Licensing Fees
Failure to Keep Dangerous Dog Confined	\$250
Failure to Muzzle	\$150

Failure to post signage on property for Dangerous Dog	\$100
Leaving Dangerous Dog in custody/control of a minor	\$250
Failure to notify of change in ownership or residency	\$250
Inappropriate leash length	\$50

**Animal Health & Well Being:**

Failure to remove feces	\$50
Interfere with the Animal Protection Officer	\$200
Failure to keep a clean living space	\$250
Failure to provide adequate shelter	\$250
Failure to provide food/water	\$250
Failure to provide veterinary care	\$250
Failure to Vaccinate	\$250
Animal left in a vehicle	\$250

## **Schedule B**

Insert Request for Declaration of Dangerous Dog

## **Schedule C**

Insert Dangerous Dog Declaration

**Schedule D**  
Dangerous Dog Signage



**WARNING**  
**DANGEROUS**  
**DOG**