

District of Hudson's Hope

Request for Proposal

Animal Control Warden

The District of Hudson's Hope invites the submission of a bid to supply the services of an Animal Control Warden for an approximate period of two years within the municipality.

A copy of the Request for Proposal may be picked up during regular office hours 8:30 am to 4:30 pm at the District Office located at 9904 Dudley Drive, Hudson's Hope, BC, or on the District website at <http://hudsonshope.ca/business/tenders/>

To be eligible to submit a bid for the Animal Control Warden, the tender documents must be obtained and the tender form completed.

Sealed Request for Proposals clearly marked "Animal Control Warden" should be mailed or delivered to the following address by 04:00 pm, 22 January 2018.

Tom Matus, CAO
District of Hudson's Hope
PO Box 330, 9904 Dudley Drive
Hudson's Hope, BC V0C 1V0

Request for Proposals will be evaluated on the basis of experience, references, completeness of the Proposal, price and other factors as determined by the District. It is the District's intent to enter into a two year contract with the successful proponent.

The District reserves the right to arbitrarily accept or reject any or all submissions and to waive irregularities at its own discretion. The lowest or any submission will not necessarily be accepted and the District reserves the right to negotiate terms and conditions with the successful proponent.

For more information contact: Wallace Roach, Safety and Bylaw Enforcement Officer
Telephone: 250-783-9901

The District of Hudson's Hope invites the submission of a bid to supply the services of an Animal Control Warden for Hudson's Hope.

This Tender Document includes the following:

1. Invitation to Tender
2. Instructions to Bidders
3. Tender Form
4. Animal Control Warden Contract, including attached schedules A, B, C and D.

The Contract Work

Generally, the Work requires the successful bidder to:

- administer and enforce the provisions of Animal Control and Licensing Bylaw No. 589, 1999
- issue tickets for infractions of Bylaw No. 589
- provide a suitable site for the operation of a Pound (pens and equipment to be provided by the municipality);
- provide shelter and care for animals and birds that are impounded.

The Work is described in greater detail in the Animal Control Warden Contract.

These Instructions to Bidders and the Contract may not contain all the information which a bidder may require and it is the bidder's responsibility to make all enquiries necessary to submit an informed bid.

The District of Hudson's Hope shall not be liable for any expense, damage, loss or other liability for any misinformation, inaccuracies or omissions in these tender documents or in any material or information supplied by it relating to this tender, whether oral or written, or any misunderstanding or error by the responder.

Completing the Tender

Tenderers must complete and submit the Tender Form and include the following matters:

1. Proposed location of Pound.
2. Make, model and year of vehicle intended to be used for the Work.
3. Attach a separate description of experience and two references.

If the bidder is a sole proprietor or a partnership, the form must be executed by the proprietor or a partner (including his or her capacity) and must be witnessed.



If the bidder is a corporation, the form must be executed by an authorized signing officer (including his or her title) and the corporate seal affixed. Note that if the bidder is a company, it must be registered to carry on business in British Columbia.

Note that all lump sum charges must include all applicable taxes. If applicable, bidders must insert their GST registration number on the Tender Cost Form.

Tender Deadline

Bids will not be considered and will be rejected unless they are enclosed in a sealed envelope with the words "Animal Control Warden Tender" and addressed on the outside to:

Tom Matus, CAO
District of Hudson's Hope
Box 330, 9904 Dudley Drive
Hudson's Hope, B.C.
V0C 1V0

and delivered to the Municipal Office by 04:00 p.m. (local time) on Monday, January 22, 2018. Any bid received after that time or inadvertently opened because it was not properly marked will not be considered and will be returned.

Bids may be withdrawn on written request by the bidders where the request is received by the municipality prior to the submission deadline.

Selection Criteria

All bids received by the submission deadline and conforming to the requirements of this tender call will be evaluated on the basis of the merits of tender price, the bidder's experience and such other factors as the municipality may in its sole discretion determine. Consideration of the proposed location for the Pound will include the following factors:

- (a) Suitable grounds,
- (b) Accessibility for the general public to locate,
- (c) Utilities and other services available,
- (d) The potential for objection by surrounding resident due to animal noise and smells,
- (e) Potential for future expansion,
- (f) Detrimental features on adjacent property,
- (g) Zoning requirements, and
- (h) Drainage of the site.



The lowest of any bid may not necessarily be accepted. The District of Hudson's Hope reserves the right in its sole discretion to reject any or all bids, including a bid which exceeds the municipality's budget for this work, and to accept any bid which is considered to be in the best interests of the District of Hudson's Hope.

The municipality may, but is not required to, request clarification or further information respecting any bid or any bidder.

The District of Hudson's Hope may, but is not required to, waive any informality in a bid or to accept an irregular or incomplete bid, except as set out in these Instructions to Bidders.

Time for Acceptance

There will be no public opening of bids or publication of the results. The District of Hudson's Hope will open bids after the deadline and will evaluate each bid to determine whether it conforms to the terms of these Instructions to Bidders.

After the submission deadline, all bids are irrevocable and open for acceptance by the District of Hudson's Hope until 12:00 noon (local time) Friday, January 26, 2018.

All bidders will be notified by the District of Hudson's Hope, in writing, whether its bid has been accepted.

The successful bidder will be required to execute the Contract and to deliver the proof of required insurance and coverage under the Workers' Compensation Board within 3 working days of receiving notice of award from the District of Hudson's Hope and prior to commencing the work.

Addendum

Responders are required to notify the District of Hudson's Hope of any ambiguities or omissions in the tender documents. Notices must be in writing and delivered in sufficient time for the municipality to issue an addendum. Changes to the Tender Documents may only be made by the issuance of Addenda by the District of Hudson's Hope. Oral explanations or instructions will not be binding on the municipality.



District of Hudson's Hope

Animal Control Warden
TENDER FORM

Bidder's Name, Address and Signature:

Full Legal Name of Corporation, Partnership or Individual

Mailing Address

Email Address

GST Registration No. (If applicable)

Telephone

In submitting this bid, I certify that:

- I have read and understand the terms and conditions of the Tender Documents and I will execute a contract for services if my tender is accepted.
- The following lump sum charges include providing the services of Animal Control Warden, the provision of a vehicle complete with fuel, lubricants, insurance, licensing and any other related expenses, not to be reimbursed by the municipality.
- I am able to be insured for public liability in an amount of \$2,000,000 (minimum) and I will qualify to receive coverage under the Workers' Compensation Board of BC as specified in the Instruction to Bidders.

	Lump Sum Contract Charge *
From February 1, 2018 until January 31, 2019	\$
From February 1, 2019 until January 31, 2020	\$

* (inclusive of GST)

Authorized Signatory

Date

Witness

Date

THIS AGREEMENT , made in duplicate and dated for reference this 1st day of February 2016, is

BETWEEN

DISTRICT OF HUDSON'S HOPE
9904 Dudley Drive
PO Box 330
Hudson's Hope, BC V0C 1V0
(the "Municipality")

PARTY OF THE FIRST PART

AND

(the "Animal Control Warden")

PARTY OF THE SECOND PART

WITNESSETH: That the Animal Control Warden and the Municipality, in consideration of the fulfillment of their respective promises and obligations, have set forth, covenant and agree with each other as follows:

SERVICES

1. The Animal Control Warden shall perform the following services, which includes furnishing all labour, a vehicle, equipment and supplies not otherwise provided by the Municipality, (as set out in Schedule "B" to this Agreement), that are necessary to carry out the work as enumerated and described in this Agreement:
 - (a) administer and enforce the provisions of Animal Control and Licensing Bylaw No. 589, 1999, (which forms Schedule "C" of this Agreement);
 - (b) issue tickets under Municipal Ticket Information System Bylaw No. 590, 1999, (which forms Schedule "D" of this Agreement), when the provisions of Bylaw No. 589 have been violated and provide the Municipality with a copy of all tickets issued. The Municipality shall be responsible for the collection of outstanding fines resulting from the issuance of tickets; and
 - (c) be responsible for the care and maintenance of the Pound, which shall be set up on property provided by the Animal Control Warden and operated in accordance with the guidelines set out in Schedule "A" to this Agreement.(collectively, the "Services")

STANDARDS OF PERFORMANCE

2. The Animal Control Warden shall provide the Services efficiently and diligently, and shall keep the the Services under his or her personal control throughout the term of this Agreement. The Services shall be provided on a seven (7) days per week basis.
3. The Animal Control Warden shall conduct regular patrols of the Municipality with the exception of the Beryl Prairie and Farrell Creek areas and properties south of the Peace River, unless specifically requested to attend to a concern by a resident or the Director of Protective Services or the Chief Administrative Officer
4. The Animal Control Warden shall use due care that no person, animal or property is injured and that no rights are infringed upon in the performance of the Services.
5. In addition to any other matter, thing or service required to be supplied or performed, the Animal Control Warden shall be required to provide, operate and properly maintain at his or her sole expense:

- (a) a suitable, roadworthy vehicle to safely carry out the Services; and
- (b) a local telephone number that can be used in connection with the provision of the Services.

REMUNERATION

- 5. Subject to the rights of the Municipality as otherwise provided herein and upon the timely delivery of invoices for the Services, the Municipality agrees to pay as full compensation, (inclusive of all applicable taxes), to the Animal Control Warden on or before the 15th day of following month:
 - (a) per month from the 1st day of February 2018 to the 31st day of January 2019
 - (b) per month from the 1st day of February 2019 to the 31st day of January 2020.

(the "Fee")

- 6. Notwithstanding section 5, above, the Animal Control Warden shall be paid mileage as per the Council Remuneration and Reimbursement of Expenses Bylaw No. 840, 2014 for vehicle expenses when authorized to travel beyond the municipal boundaries to transport an animal to a veterinarian or recognized facility for euthenasia. Also, the Municipality shall pay on the basis of third-party invoices for the rental of animal trailers that are required for transporting farm animals.
- 7. The Municipality may withhold or nullify the whole or part of any monthly payment to the extent necessary to protect itself from loss on account of:
 - (a) the Animal Control Warden's negligence and/or not satisfactorily performing the Services; or
 - (b) unsatisfied claims for damages caused by the Animal Control Warden in the performance of the Services.

When all the above conditions have been rectified by the Animal Control Warden, payment may be made upon consideration, for the amounts withheld. If the Animal Control Warden disputes the actions of the Municipality, he or she shall provide written notice to the Municipality detailing the disputed matters and the reasons for the dispute and the parties shall meet within 14 days from the date of the notice to attempt to resolve the dispute. If the parties are unable to resolve the dispute then the matter shall be referred for determination by a single arbitrator appointed under the *Commercial Arbitration Act*.

NATURE OF THIS AGREEMENT

- 8. This is an agreement for the performance of services and the Animal Control Warden is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. The Animal Control Warden is an independent contractor and not the servant, employee or agent of the Municipality. Employees of the Animal Control Warden are not employees of the Municipality for any purpose.
- 9. The Animal Control Warden is solely responsible for any and all remuneration and benefits payable to the Animal Control Warden's employees, and all payments or deductions required to be made by any enactment, including those required for the Canada Pension Plan, employment insurance, workers' compensation or income tax.
- 10. The Animal Control Warden shall report to the Director of Protective Services or in his absence the Chief Administrative Officer.
- 11. The Animal Control Warden shall carry out reasonable orders of the Director of Protective Services and the Municipal Council relevant to this Agreement and shall comply with the requirements of all Bylaws of the District of Hudson's Hope.
- 12. The Animal Control Warden declares that in tendering for the Services and in entering into this Agreement, he or she had either investigated the nature of the Services and all local conditions that might affect a tender for the Services or that not having done, is willing to assume and does

hereby assume all risks or conditions arising or developing in the course of the Services, which might or could make the Services or any part thereof more expensive in character, or more onerous to fulfill, than was known when the tender was made or the Agreement signed.

ENTIRE AGREEMENT

13. This Agreement constitutes the entire agreement between the parties concerning the provision of Services and this Agreement terminates and supersedes all prior agreements, understandings, collateral representations and warranties, oral or written, concerning its subject matter.

TERM OF AGREEMENT

15. This Agreement shall be in effect from the date of execution until the completion of the Services on the 31st day of January 2020, with an extension option of an additional year, subject to agreement by both parties, and earlier termination in accordance with this Agreement.
16. Upon completion of the Services, the Animal Control Warden shall notify the Municipality in writing that he or she has completed the Services and request, by invoice, final payment of the remuneration, if applicable.

NOTICE

17. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and be delivered or sent by facsimile transmission, addressed as follows:
 - (a) To the Municipality:
District of Hudson's Hope (Facsimile: 250-783-5741)
9904 Dudley Drive
Box 330
Hudson's Hope, BC, V0C 1V0
Attention: Chief Administrative Officer
 - (b) To the Animal Control Warden:
or to such other address or facsimile number of which notice has been given as provided in this section.
18. Any notice, direction, demand, approval or waiver that is delivered is to be considered to have been given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver that is sent by fax transmission is to be considered to have been given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered to have been given on the next business day after the date it is sent. If a party changes its address or facsimile number, or both, it must immediately give notice of the change to the other party as provided in section 17.

INDEMNIFICATION AND INSURANCE

19. The Animal Control Warden agrees to indemnify and save harmless the Municipality, its officers, employees, agents and elected officials from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings arising out of, related to, occasioned by or attributable to the Services provided by the Animal Control Warden, his or her employees, servants or agents. The Animal Control Warden covenants to obtain and keep in force during the term of this Agreement, at his or her sole expense, insurance protecting himself or herself and the Municipality (without any rights of cross-claim or subrogation against the Municipality) against claims for personal injury, death, property damage or third party or public liability claims arising out

Schedule "A"

Standards for the Operation of the Pound

Animals in the care and custody of the Animal Control Warden shall, at all times, be cared for and treated humanely. The guidelines set out below will be followed for the operation and maintenance of the Pound.

Separation of Animals:

1. Dogs from cats.
2. Sick animals from healthy.
3. Puppies and kittens from adults, unless nursing.
4. Injured animals from uninjured.
5. Aggressive animals from others.
6. Nursing animals from others.
7. Bitches in heat from others.
8. Population separation to prevent overcrowding (see also paragraph below regarding Population and Density).

Heat and Ventilation:

The animal pens are designed so that the interior is dry. Electric heating pads, placed under blankets, are to be used during periods of cold weather. Many breeds of dogs can tolerate lower temperatures so long as they are dry, away from drafts and acclimatized.

The object is to maintain conditions that will not cause discomfort during extremes in weather. Provision should be made regarding the particular animal, its age, breed, and physical condition.

Animal Care:

Feeding:

1. Daily feeding in adequate quantity and nutrition for sustenance and good health.
2. Provision for extra feeding of young animals and other special cases
3. Use of clean (daily) sterile dishes.

Watering:

Clean drinking water available at all times.

Cleaning:

1. Isolate animals during cleaning of pens - do not expose animals to dampness or disinfectants during the cleaning routine.
2. Regularly pick up droppings and soiled food.
3. Wash and disinfect pens regularly.
4. Clean beds regularly.
5. Disinfect water and feed dishes, and cat litter containers daily.

Sickness and Disease:

Check animals daily for:

1. Physical condition
2. Stool
3. Nasal discharge
4. Lameness
5. Appetite
6. Skin disease
7. Parasites

(Obvious problem indicators are runny eyes or nose, discharge, diarrhea, malnutrition, skin sores, deformities, abnormal behavior, dehydration.)

Note: Isolate ill, diseased or injured animals and treat or contact a veterinarian within a reasonable period of time.

Other Considerations:

Security:

1. Pens to be locked and secured if no attendant on duty.
2. The Pound area is to be posted "Out of Bounds".
3. Visit the Pound every 24 hours and more often when young animals requiring special attention are being held.
4. Take precautions to prevent the escape of animals.

Storage:

1. Store feed in a vermin-proof and contamination-free location.
2. Store chemicals and disinfectants in a safe place.

Population and Density:

1. Prevent over crowding and congestion of the animal population.
2. Maximum of 2 to 3 dogs per pen.
3. Arrange animals for similar sizes, habits and aggressive tendencies.
4. Isolate diseased, sick or injured animals.

Transportation of Animals:

Portable containers, supplied by the Municipality, are to be secured to the designated vehicle so that they do not slide about and located so that exhaust fumes are not entering the containers. A blanket or mat is to be used during cold temperatures or during trips of long duration.

Appropriately designed trailers are to be used for farm animals that must be transported.

Schedule "B"

Equipment and Supplies List

The Municipality will provide the following equipment and supplies to the Animal Control Warden during the term of this Agreement.

Municipal Equipment:

1. One wooden framed structure (approximately 10' x 20') with three pens for keeping dogs and cats that is to be set up on property of the Animal Control Warden and which is designated for the impounding of animals.
2. Portable container(s) to be used for transporting dogs and cats.
3. Electric heating pads with extension cords to be used during cold weather.
4. Telephone answering machine
5. Two magnetic decals to be affixed to the vehicle of the Animal Control Warden so that it is properly identified.
6. One uniform shirt, pants, and jacket.

Supplies to be Replenished by the Municipality:

1. Animal Food
2. Litter
3. Blankets
4. Stationary used for animal control

It is the responsibility of the Animal Control Warden to maintain this equipment and to report any damage or loss to the Municipality when that damage or loss is observed. The Animal Control Warden is to notify the Municipality when supplies are low so that arrangements can be made for restocking.

Schedule C

DISTRICT OF HUDSON'S HOPE

BYLAW NO. 589

A bylaw to provide for the control and licensing of animals.

WHEREAS under sections 703 to 707 of the *Municipal Act*, the Council may, by bylaw, regulate or prohibit the keeping of dogs and other animals; regulate or prohibit kennels; regulate or prohibit the running of poultry or rabbits on a highway or public place; regulate animal nuisances; set, impose and provide for the collection of licence fees from the issue of dog licences, provide for the seizure of dogs and other animals unlawfully at large; and establish, maintain and operate facilities as pounds; and

WHEREAS the Council deems it desirable that animal control continue to be undertaken and regulatory measures enacted in the District of Hudson's Hope;

NOW THEREFORE the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

Title

1. This Bylaw may be cited as "Animal Control and Licensing Bylaw No. 589, 1999"

Definitions

2. In this Bylaw:
 - "Animal Control Warden" means the person or persons appointed by the Council and referred to in section 21 of this Bylaw;
 - "business day" includes any day that the municipal office is open to the public;
 - "cat" means an animal of the species feline;
 - "Conservation Officer" means a conservation officer as defined in the *Wildlife Act*;
 - "Council" means the Council of the District of Hudson's Hope;
 - "dog" means an animal of the species canine;
 - "farm animal" means a domestic animal as defined under the *Livestock Protection Act* and, without limiting the foregoing, includes cattle, mules, donkeys, bison, goats, sheep, horses, swine and poultry;
 - "guide animal" means a guide animal as defined under the *Guide Animal Act* if that animal is used by a person with a disability to avoid hazards or to otherwise compensate for a disability;

- "impounded" means any animal that has been seized by the Animal Control Warden, or is detained in a Pound;
- "kennel" means any building, structure, compound, group of pens where three or more dogs are or are intended to be trained, cared for, bred, boarded, and for which a licence has been issued by the municipality under section 16 of this Bylaw;
- "licence" means a licence issued under the provisions of this Bylaw for the current calendar year;
- "leash" means a chain, cord or other material two metres or less in length;
- "municipal" or "municipality" means the District of Hudson's Hope;
- "owner" includes a person who is the possessor, harbourer or who has care and control of any animal subject to this Bylaw;
- "police dog" means any dog owned by an accredited police force;
- "Pound" means any building, yard or enclosure designated by the Council as a place for impoundment of animals;
- "resident" means any person who has resided in the municipality for at least 30 days;
- "S.P.C.A." means the Society for Prevention of Cruelty to Animals;
- "unlicensed dog" means any dog for which the licence for the current year, as provided by this Bylaw, has not been obtained, or to any dog that the licence tag provided for in this Bylaw, is not attached to the dog; and
- "vicious dog" means a dog, other than a police dog, which:
- (a) has a known propensity, tendency or disposition to attack other animals or persons;
 - (b) has, without provocation, pursued, attacked or bitten another animal or person; or
 - (c) has been trained for or is owned primarily, or in part, for the purpose of dog fighting.

Dogs

Keeping of Dogs

3. No person shall keep any dog except in accordance with the provisions of this Bylaw.

Control of Dog

4. (1) No dog owner shall permit any dog to be at large.
- (2) No dog owner shall cause, permit or allow his or her dog to cause damage to the property of another person.
- (3) No dog owner shall take or allow any dog onto any public beaches, swimming areas, parks or school grounds unless the applicable area has been designated and posted as "dogs on leash allowed".
- (4) No dog owner shall leave dog feces:
 - (a) on any highway or in a public place; or
 - (b) on any private property other than the property of the dog owner.
- (5) Where a dog leaves feces on a highway, in a public place, or on private property other than the property of the dog owner, the dog owner shall immediately remove the feces and deposit the feces in a suitable refuse container.

Vicious Dogs

5. (1) Every owner of a vicious dog must at all times, while the dog is on the property of the owner, keep the dog securely confined indoors or in an enclosed pen or structure capable of preventing the dog from escaping.
- (2) A vicious dog must be muzzled, leashed and under the control of a competent person when off the owner's property.

Dog in Heat

6. Every owner of an unspayed female dog must at all times, during that dog's period of estrus, keep the dog securely confined indoors or in an enclosed pen or structure capable of preventing the dog from escaping, except to convey that dog to a veterinarian or a kennel.

Tethering

7. (1) No person shall tether, tie, attach or otherwise fasten a dog by any means, to any traffic control device.
- (2) No person shall tether, tie or attach a dog in such a way that the dog is able to leave the boundaries of the owner's property.

Barking Dogs

8. No dog owner shall permit, allow, cause or suffer the noise of a barking, yelping or howling dog to disturb the quiet, peace, rest, enjoyment, comfort or convenience of persons in the neighbourhood or vicinity.

Dog Licensing

Licence Required

9. (1) Any dog that is over the age of 6 months and owned by a resident of the municipality, must be licensed as set out in this Bylaw.
- (2) Notwithstanding subsection (1), no licence is required for guide animals or police dogs.

Licence Application

10. (1) An application for a licence must be made on the form provided for that purpose by municipality.
- (2) Every licence shall be distinguished by a number and the municipality shall keep a record of all licences issued and a description of the dog being licensed. When requested by the municipality, the owner of a dog is required to provide details regarding the age, breed and sex of the dog to be licensed.

Proof of Spaying/Neutering

11. Before issuing a licence for a spayed or neutered dog, the municipality may require the owner to furnish proof that the dog has been spayed or neutered.

Licence Period

12. Licences issued under this Bylaw are for a calendar year.

Licence Fees

13. No licence shall be issued until the applicable licence fee, set out in Schedule A to this Bylaw, has been paid.

Licence Tags

14. (1) With every licence, a corresponding licence tag will be provided by the municipality to the owner for each licensed

dog. The licence tag will be impressed or stamped with the name of the municipality, the licence number and the licence year.

- (2) The owner of every licensed dog shall ensure that the licence tag for the current year is securely affixed to a collar or harness worn by the dog.
- (3) In the event that a licence tag issued for the current year is lost, a replacement tag will be provided to the owner upon payment of the required fee set out in Schedule A to this Bylaw.

Transfer of Licence

15. (1) Subject to subsections (2) and (3), every licence is issued for a specific dog and no person shall use a licence issued in respect of one dog for another.
- (2) Where the owner of a licensed dog sells or otherwise ceases to be the owner of that dog, the licence may be transferred to the new owner of the dog upon payment to the municipality of the required fee set out in Schedule A to this Bylaw.
- (3) Where the owner of a licensed dog sells or otherwise disposes of the said dog, the licence may be transferred to another dog purchased or acquired by the same owner. upon payment to the municipality of the required fee set out in Schedule A to this Bylaw.

Kennels

Licence Required

16. The owner or operator of a kennel is required to obtain a kennel licence from the municipality before the kennel is operated.

Kennel Regulations

17. (1) The issuance of a kennel licence is subject to the restrictions of all other applicable bylaws and regulations including the Zoning Bylaw, the Business Licence Bylaw and the Building Regulation Bylaw.
- (2) Before the municipality issues a kennel licence, the applicant shall pay the required fee as set out in Schedule A to this Bylaw.

- (3) If a kennel owner ceases to comply with all applicable provisions of this Bylaw, the kennel licence will be considered to be invalid and will be cancelled by the municipality.
- (4) Dogs are to be housed within a kennel between the hours of 8:00 p.m. and 7:00 a.m.
- (5) Notwithstanding section 9 (1), kennelled dogs are not required to be licensed.

Kennel Inspections

18. Prior to the issuance of a kennel licence, the Animal Control Warden may inspect the kennel.

Cats

19. No cat owner shall permit it to be at large.

Farm Animals

20. (1) No farm animal owner shall permit it to be at large.
- (2) No farm animal owner shall cause, permit or allow it to cause damage to the property of another person.

Animal Control Warden

21. The Council may from time to time, appoint an employee or contract with a person, to be an Animal Control Warden to administer and enforce the provisions of this Bylaw.

Authority

22. The Animal Control Warden may:
 - (a) issue municipal ticket informations or initiate other court processes for noncompliance with the provisions of this Bylaw;
 - (b) upon receipt of a complaint or with justification, enter, at all reasonable times, upon any property to ascertain compliance with the provisions of this Bylaw;
 - (c) impound any unlicensed dog or animal found at large;
 - (d) employ the use of S.P.C.A. approved lures, baits, nets, sonics, nooses, live traps, or other mechanical devices or humane means of apprehension of animals,

- provided that such methods are, in his or her opinion, necessary to enforce the provisions of this Bylaw;
- (e) upon the advice or recommendation of a veterinarian, have any impounded animal destroyed that is diseased to such a degree as to be a menace to the public or other animals safety, or is so seriously injured that destruction is necessary to avoid obvious suffering and cruelty; and
 - (f) dispose of any animal as authorized by this Bylaw.
23. No person shall hinder, delay or obstruct in any manner, directly or indirectly, the Animal Control Warden or any other person while lawfully engaged in carrying out his or her duties under this Bylaw.

Impoundment

24. The Animal Control Warden shall deliver impounded animals to the Pound.

No Release of Impounded Animal

25. No person shall release or attempt to release any impounded animal from the Pound.

Notice of Impoundment

26. (1) During the next business day following the impoundment of an animal, the Animal Control Warden shall cause a Notice of Impoundment, as set out in Schedule B to this Bylaw, to be posted on the community bulletin boards at the Post Office and at the municipal office. The Notice of Impoundment shall describe the animal, with or without a photograph, and state the date and location that it was impounded and the date and time after which the animal may be sold or destroyed if not otherwise claimed by the owner.
- (2) The posting of the notice in section 26 (1) shall be deemed for all purposes to be sufficient notice to the owner of a dog or other animal.
- (3) If an impounded dog is licensed, the Animal Control Warden shall use reasonable efforts to notify the owner of the impoundment.

- (4) It is the responsibility of the dog owner to notify the municipality of a change of address or telephone number for the purposes of notification under this section.

Care and Sustenance

27. All impounded animals will be provided with adequate food, water, shelter, and medical attention when required. The charges for these services are set out in Schedule A to this Bylaw.

Impoundment Charges

28. (1) An owner of an impounded animal shall apply to reclaim an impounded animal which application shall be made during regular business hours at the municipal office.
- (2) Upon payment of the applicable fees and charges set out in Schedule A to this Bylaw, the owner of any impounded animal, may reclaim that animal prior to its sale or destruction. The owner may be required to provide identification and proof of ownership of the impounded animal.
- (3) No dog may be released from the Pound unless it is licensed as required under this Bylaw.

Sale or Euthanasia of Animals

29. (1) If an impounded animal remains unclaimed for more than 72 hours, it may be sold or taken to a veterinarian or a recognized facility for euthanasia.
- (2) If an impounded animal is to be sold, the sale price shall be equal to the total of all fees and charges owed to the municipality for its impoundment, care and sustenance in accordance with Schedule A to this Bylaw.
- (3) When an owner of an impounded animal has failed to claim that animal and it has been destroyed by the municipality, the owner shall be responsible for all charges for impoundment, care and sustenance in accordance with Schedule A to this Bylaw and the costs to have the animal destroyed.

Penalties

General Penalties

30. Any person who contravenes any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention 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, commits an offence and shall be liable, upon summary conviction, to a fine or penalty not less than \$50 and not more than \$2,000 for each offence and the costs of prosecution.

Separate Infractions

31. Every day that a provision of this Bylaw is contravened shall be considered to be a separate offence.

Application

32. This Bylaw shall apply to all areas of the municipality.

Severability

33. If any section, subsection, sentence, clause, or phrase of this Bylaw is for any reason held to be invalid by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

Schedules

34. Schedules A and B attached to this Bylaw are part of this Bylaw.

Repeal of Previous Bylaws:

35. The following Bylaws are repealed:
- (a) District of Hudson's Hope Dog and Cat Licensing and Control Bylaw No. 483, 1993;
 - (b) District of Hudson's Hope Dog and Cat Control and Licensing Amendment Bylaw No. 542, 1996;
 - (c) District of Hudson's Hope Animal Control and Impounding Bylaw No. 403, 1987;
 - (d) District of Hudson's Hope Animal Control and Impounding Amendment Bylaw No. 560, 1997; and

**District of Hudson's Hope
Animal Control and Licensing Bylaw No. 589, 1999**

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- (e) District of Hudson's Hope Animal Control and
Impounding Amendment Bylaw No. 571, 1998.

Read a First Time this 28th day of June, 1999
Read a Second Time this 28th day of June, 1999
Read a Third Time this 28th day of June, 1999
ADOPTED this 13th day of October, 1999



MAYOR



CLERK

Certified a true copy of Bylaw No. 589
this ____ day of _____, 1999

Clerk

**SCHEDULE A
Fees and Charges**

Annual Dog Licence Fees

1.	(1) (a) male – not neutered	\$15.00
	(b) female dog – not spayed	\$15.00
	(2) (a) male – neutered	\$5.00
	(b) female – spayed	\$5.00

Transfer or Replacement of Licence

2.	(1) transfer licence to new owner	\$1.00
	(2) transfer licence to new dog	\$1.00
	(3) replacement of lost tag	\$1.00

Kennel Licence

3.	Kennel licence	\$100.00
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Care and Sustenance

4.	(1) Daily charge for cats and dogs	\$5.00
	(2) Daily charge for farm animals	\$10.00

Disposal Fees

5.	(1) A dog or cat brought to the Pound for destruction	\$75.00
	(2) Pickup, destruction and disposal of a dog or cat	\$100.00
	(3) Requested pickup and disposal of carcass of a dog or cat	\$75.00

**SCHEDULE B
Notice of Impoundment**

TAKE NOTICE that the following animal was impounded by the District of Hudson's Hope at *[location]* on *[date]*.

Description of impounded animal:

This impounded animal may be reclaimed by its owner by applying to the municipal office during regular business hours. The municipal office is located at:

9904 – 100th Avenue in Hudson's Hope

The owner may be required to provide identification and proof of ownership of the impounded animal.

Fees and charges that are set out in Animal Control and Licensing Bylaw No. 589, 1999 and Municipal Ticket Information System Bylaw No. 590, 1999 will be required to be paid. No dog may be released from the Pound unless it is licensed as required under Bylaw No. 589.

If this impounded animal remains unclaimed after *[date]* and *[time]*, it may be sold or taken to a veterinarian or a recognized facility for euthanasia.

[Date of Notice]

Animal Control Warden
District of Hudson's Hope
Box 330
Hudson's Hope, BC, V0C 1V0
Telephone: (250) 783-9901
Fax: (250) 783-5741

Schedule D

DISTRICT OF HUDSON'S HOPE

BYLAW NO. 590 Office Consolidation

A bylaw to establish the municipal ticket information system.

DISCLAIMER

This bylaw consolidation is published by the District of Hudson's Hope on the understanding and specifically expressed condition that any person reading this document is strongly recommended to obtain independent advice as to whether it is complete and correct and whether it should be relied on.
Amending Bylaw No. 621.

WHEREAS under section 272 (1)(a) of the *Local Government Act*, the Council may, by bylaw, designate those bylaws for which municipal ticket information may be used as a means of bylaw enforcement; and

WHEREAS section 272 (1)(c) of the Act empowers the Council, by bylaw, to authorize the use of any word or expression on a municipal ticket information to designate an offence against a bylaw; and

WHEREAS section 272 (5) of the Act empowers the Council, after consultation with the Chief Judge of the Provincial Court, to set fines by bylaw; and

WHEREAS the Council deems it expedient to authorize the use of municipal ticket information for the enforcement of certain bylaws, to designate persons as Bylaw Enforcement Officers, to authorize the use of certain words or expressions to designate certain bylaw offences and to set certain fine amounts;

NOW THEREFORE, the Council of the District of Hudson's Hope, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as "Municipal Ticket Information System Bylaw No. 590, 1999".
2. The bylaws listed in Column 1 of Schedule A to this Bylaw may be enforced by means of a ticket in the form prescribed for the purpose of section 272 (1) of the *Local Government Act*.
3. The persons appointed to the job positions or titles listed in Column 2 of Schedule A to this Bylaw are designated as Bylaw Enforcement Officers under section 272 (1)(b) of the *Local Government Act* for the purpose of enforcing bylaws listed in Column 1 opposite the respective job positions.

District of Hudson's Hope
Municipal Ticket Information System Bylaw No. 590, 1999
Office Consolidation

4. The words or expressions set forth in Column 1 of Schedule B-1 to this Bylaw designate the offence committed under the bylaw section number appearing in Column 2 opposite the respective words or expressions.
5. The amounts appearing in Column 3 of Schedule B-1 to this Bylaw are the fines set under section 272 (5) of the *Local Government Act* for the corresponding offences designated in Column 1.

Read a First Time this 28th day of June 1999.

Read a Second Time this 28th day of June 1999.

Read a Third Time as amended this 25th day of August 1999.

Approved by the Chief Judge of the Province of B.C. this 10th day of September 1999.

Adopted this 13th day of October 1999.

"L.M. Harwood"
MAYOR

"W.K. Lindsay"
CLERK

Schedule A

Column 1	Column 2
Animal Control and Licensing Bylaw No. 589, 1999	Animal Control Warden Bylaw Enforcement Officer, Royal Canadian Mounted Police Conservation Officer
Noise Regulation Bylaw No. 620, 2001	Bylaw Enforcement Officer, Royal Canadian Mounted Police

SCHEDULE "A"

Schedule B -1

Animal Control and Licensing Bylaw No. 589, 1999
Animal Control and Licensing Amendment Bylaw No. 724, 2007

Column 1	Column 2 Bylaw Section	Column 3 Fine
Dog at large	4(1)	\$60.00
Damage to property by a dog	4(2)	\$60.00
Dog in a public place	4(3)	\$60.00
Failure to remove dog feces from public place	4(4)(a)	\$60.00
Failure to remove dog feces from private property	4(4)(b)	\$60.00
Failure to confine a vicious dog	5(1)	\$120.00
Failure to leash or muzzle a vicious dog	5(2)	\$120.00
Failure to confine a dog in heat	6	\$60.00
Dog improperly tethered	7(1)	\$60.00
Dog tethered beyond property boundary	7(2)	\$60.00
Barking dog	8	\$60.00
Unlicensed dog	9(1)	\$60.00
Unlicensed kennel	16	\$300.00
Cat at large	19	\$30.00
Farm animal at large	20(1)	\$60.00
Damage to property by a farm animal	20(2)	\$60.00
Obstructing the Animal Control Warden	24	\$240.00
Feeding of Wildlife Animals	21	\$60.00

SCHEDULE "B"

Schedule B-2

Noise Regulation Bylaw No. 620, 2001
 Noise Regulation Amendment Bylaw No. 629, 2002
 Noise Regulation Amendment Bylaw No. 646, 2003

Column 1	Column 2 Bylaw Section	Column 3 Fine
Noise which disturbs	3	\$60.00
Noise which disturbs	4	\$60.00
Amplified sound which disturbs	5 (a)	\$60.00
Animal / bird noise which disturbs	5 (b)	\$60.00
Vehicle noise which disturbs	5 (c)	\$60.00
Unmuffled engine	5 (d)	\$60.00
Continuous running of a vehicle in a residential zone	5 (e)	
First offence		\$60.00
Second offence		\$120.00
Obstruct Bylaw Enforcement Officer	9	\$240.00
Equipment noise which disturbs	5.1	\$600.00