

EXHIBIT 11  
DATE 2/10/11  
NO. 407

Sentinel Insurance Company  
Homeowner Plan  
New Business

# The Hartford Dimensions Homeowners Underwriting Eligibility Criteria

**Montana**

Effective - February 1, 2007

The Hartford Dimensions enables agents to offer competitive rates and comprehensive coverage to a broad spectrum of individual drivers, homeowners and renters. It's designed to give customers the best possible rate throughout their lifetimes -- allowing agents to profitably write and retain more account business.

Pricing for The Hartford Dimensions Homeowner Plan is based on combinations including Insurance score, prior losses, age of owner and prior insurance. All Insurance Scores are eligible for coverage.

Please refer to the following eligibility criteria and requirements and see how The Hartford's Dimensions Homeowners plan delivers greater value to our agency partners

## Ineligible Risks

- Risks with more than 2 losses of any type (in the last 3 years). No fire losses allowed.  
Note: Can not consider claim 'inquiries' as basis for declination.
- Risks located in Protection Class 10 with woodstoves. (Woodstove questionnaire is required for PC 1-9)
- Greater than 2 family home
- Properties with unfenced pools or any trampoline.
- Properties that are vacant, unoccupied, up for sale, or under construction (when completion date exceeds 120 days).
- Dwellings with Asbestos building materials (including roof material), or with knob and tube or aluminum wiring.
- Dwellings of unique construction, including but not limited to: Mobile/Manufactured homes Underground homes, Log Cabins (Kit Log Homes are acceptable; however, hand hewn Log Homes are not.), Adobe Construction or those built on pilings, stilts, or piers.
- Dwellings Exposed to an announced Brush, Range or Forest fire, or within the susceptible path of an existing fire or locations that are exposed to brush or forest fire, wave wash, cave-in, sinkhole or landslide loss exposures.
- Residences that provide home day care.
- Pets/Animals - including but not limited to Presa Canario, Pit Bull (Staffordshire terrier)/Rottweiler dog breeds (or any mix including these breeds), are unacceptable or any dog with previous bite history, aggressiveness, or which are unrestrained are unacceptable.
- Properties with a slope of more than 30 degrees are not acceptable.

*The Hartford reserves the right to evaluate each application's exposure to loss on its own merit. As a result there will be occasions where a risk marginally meeting these criteria will be judged unacceptable for the coverages or rates requested due to the combination of overall risk factors.*

*Montana Ins. Commissioner*

*800-332-6148*

QUICK QUOTE SHEET

AGENCY: LESTER KALMANSON AGENCY, INC. (www.lkalmanson.com)  
P.O. BOX 940008 / 235 S. MAITLAND AVENUE #201  
MAITLAND, FL 32794-0008 (32751)  
PH: 407-645-5000 / FAX: 407-645-2810

DATE: 07-12-2010

- A) ASSURED: [REDACTED]
- B) POLICY FORM - OWNERS, LANDLORDS' & TENANTS' LIABILITY INSURANCE / MANUSCRIPT POLICY / CLAIMS MADE
- C) LIMITS OF LIABILITY - \$500,000 PER OCCURRENCE / \$500,000 PER AGGREGATE
- D) PROPOSED EFFECTIVE DATE: TBA
- E) PROPOSED DED'T - US \$8,500.00 PER CLAIM (BI/PD-INCL. LAE)
- F) PROPOSED PREMIUM: \$1,735.00 PREMIUM IS 100% FULLY EARNED (INCLUDING FEES & SLT)
- G) CARRIER: 100% CERTAIN UNDERWRITER'S AT LLOYD'S / LONDON

II. 1 CANINE(S) WITH 1 INCIDENTS / CLAIMS

REMARK(S) - TO BIND COVERAGE WE WILL NEED FULL PREMIUM AND THE ORIGINAL COMPLETED SIGNED APPLICATION. WE MUST HAVE ALL ORIGINAL DOCUMENTS (APPLICATION). NO FAXED COPIES

\*\*\*\*\*NO PERSONAL CHECKS ACCEPTED\*\*\*\*\*  
CASHIER'S CHECK, MONEY ORDER OR CREDIT CARD (MC OR VISA) ACCEPTED  
NOTE: ON & OFF PREMISES LIABILITY COVERAGE (MONTANA)

SUBJECT TO FULL SUBMISSION, ORIGINAL SIGNED & EXECUTED APPLICATION(S), WARRANTIES, ENDORSEMENT(S).

NOTE: {POLICY TERMS AND CONDITIONS WILL APPLY IF COVERAGE IS BOUND!}

FEEL FREE TO CALL IF YOU HAVE ANY QUESTIONS.

THANK YOU,

AS \_\_\_\_\_ (AGENT)

ANDREA SEACRIST  
FAX: 407-645-2810

THIS QUOTE IS VALID FOR 10 DAYS

**CREDIT CARD AUTHORIZATION FORM**

- 1) DATE: \_\_\_\_/\_\_\_\_/20\_\_\_\_
- 2) INSURED'S NAME &/OR COMPANY NAME: \_\_\_\_\_
- 3) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: (    ) \_\_\_\_\_ - \_\_\_\_\_
- 4) CARDHOLDER(S) FULL NAME: \_\_\_\_\_
- 5) PHONE: (    ) \_\_\_\_\_ - \_\_\_\_\_ CELL: (    ) \_\_\_\_\_ - \_\_\_\_\_ WORK: (    ) \_\_\_\_\_ - \_\_\_\_\_
- 6) A) CARD NUMBER: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
B) M/C \_\_\_\_\_ VISA \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_
- 7) SECURITY CODE FROM BACK OF CARD: \_\_\_\_\_
- 8) AMOUNT CHARGED: \$ \_\_\_\_\_

**9) IF PAYING BY CREDIT CARD, A COPY OF CURRENT VALID DRIVERS LICENSE AND CREDIT CARD FRONT AND BACK MUST ACCOMPANY THIS FORM. COVERAGE CAN NOT AND WILL NOT BE ISSUED WITH OUT THIS.**

10) **FRAUD STATEMENT** - ANY PERSON WHO KNOWINGLY PROVIDES FALSE INFORMATION IN AN APPLICATION FOR INSURANCE WITH THE INTENT TO DEFRAUD INSURANCE COMPANY OR ANOTHER PERSON, OR WHO CONCEALS ANY INFORMATION CONCERNING A MATERIAL FACT FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME.

11) I, \_\_\_\_\_ THE ABOVE LISTED CARDHOLDER  
(Full Name as Appears on Card)  
HEREBY AUTHORIZE LESTER KALMANSON AGENCY, INC. TO PROCESS  
THE ABOVE CHARGE FOR: CANINE LIABILITY INSURANCE

12) THIS PREMIUM (FEES & APPLICABLE SLT) WILL BE 100% FULLY EARNED - NO REFUNDS.

13) SIGNATURE: x \_\_\_\_\_ 14) DATE: x \_\_\_\_\_

**NO REFUNDS**

INDIVIDUAL (CANINE) ANIMAL  
OWNERS CLAIMS - MADE  
LIABILITY APPLICATION

(LIABILITY COVERAGE WILL BE RESTRICTED TO THE DIRECT BODILY INJURY / PROPERTY DAMAGE CAUSED BY THE OWNED SCHEDULED ANIMAL(S) / CANINE(S) ONLY)

NOTE: PREMISES LIABILITY COVERAGE IS NOT AUTOMATICALLY INCLUDED.

AGENCY: LESTER KALMANSON AGENCY INC.

P.O. BOX 940008

MAITLAND, FLORIDA 32794-0008

PH# 407-645-5000 / FAX# 407-645-2810

(www.lkalmanson.com)

\*\*\*\*\*

IMPORTANT: THIS IS NOT A BINDER.

INCOMPLETE & UNSIGNED APPLICATIONS ARE NOT ACCEPTABLE.

\*\*\*\*\*

1) NAME OF INSURED (OWNER): \_\_\_\_\_

2) MAILING ADDRESS: \_\_\_\_\_

3) ( ) INDIVIDUAL ( ) CORPORATION ( ) PARTNERSHIP ( ) OTHER: \_\_\_\_\_

4) PHYSICAL ADDRESS WHERE ANIMAL(S) ARE HOUSED/KENNELED: \_\_\_\_\_

5) WORK: ( ) \_\_\_\_\_ HOME: ( ) \_\_\_\_\_  
CELL: ( ) \_\_\_\_\_ EMAIL \_\_\_\_\_

6) REQUESTED LIMITS OF LIABILITY:  
\$ \_\_\_\_\_ PER PERSON / \$ \_\_\_\_\_ PER ACCIDENT / \$ \_\_\_\_\_ PER AGGREGATE

7) DEDUCTIBLE: \_\_\_\_\_ \$2,500 \_\_\_\_\_ \$5,000 \_\_\_\_\_ \$7,500 \$ \_\_\_\_\_ OTHER  
(PER CLAIM (BODILY INJURY / PROPERTY DAMAGE) (INCL. L.A.E.)

8) (SCHEDULE OF COVERED ANIMAL(S) TO BE INCLUDED ON THIS POLICY)

NAME	AGE	SEX	USE	BREED	WEIGHT	COLOR	TAG #
------	-----	-----	-----	-------	--------	-------	-------

1)

2)

9) TOTAL NUMBER OF CANINE(S) TO BE INSURED FOR LIABILITY? \_\_\_\_\_

10) TOTAL NUMBER OF ANIMAL(S) / CANINE(S) OWNED & / OR ON PREMISES NOT (TO BE) INSURED? \_\_\_\_\_ (IF ANY)

INDIVIDUAL (CANINE) ANIMAL  
OWNERS CLAIMS - MADE  
LIABILITY APPLICATION (CONT.)

AGENCY: LESTER KALMANSON AGENCY INC. / MAITLAND, FLORIDA  
P.O. BOX 940008 MAITLAND, FL 32794-0008 (www.lklamanson.com)

- 11) DO YOU HAVE A KENNEL OR SECURED AREA FOR THE ANIMAL?    Y OR    N  
IF YES, WHEN AND HOW IS THE KENNEL OR SECURED AREA USED?
- 12) ATTACH CURRENT VACCINE / SHOT RECORDS
- 13) PLEASE ATTACH ADDITIONAL SCHEDULE OF (CANINE) ANIMALS TO BE INSURED. (IF ANY)
- 14) DESCRIBE EXACT USAGE OF ALL SCHEDULED ANIMALS (CANINES) TO BE INSURED. (PET / SHOW / BREEDING / OTHER \_\_\_\_\_)
- 15) ANY LOSSES OR CLAIMS (BITES / INCIDENTS) IN LAST FIVE YEARS FROM THE SCHEDULED ANIMAL(S) / CANINE(S) AS STATED ABOVE OR ATTACHED HERETO? \_\_\_\_\_  
(IF YES, EXPLAIN) \_\_\_\_\_
- 16) PROVIDE FULL DETAIL(S) OF THE GENERAL LOCATION / NEIGHBORHOOD WHERE THE CANINE(S) ARE KEPT. (IE: RURAL / CITY / COUNTY LIMITS ETC.) \_\_\_\_\_
- 17) PROVIDE FULL DETAIL(S) OF THE INSURED' (S) LOCATION / PREMISES USED TO KEEP / KENNEL / HOUSE THE SCHEDULED CANINE(S) / ANIMAL(S) \_\_\_\_\_
- 18) WHAT (IF ANY) RESTRICTIONS DO YOU USE TO PREVENT THE SCHEDULED CANINE(S) / ANIMAL(S) FROM HARMING ANY MEMBER OF THE GENERAL PUBLIC &/OR ANY INVITEE(S) &/OR ANY OTHER GUESTS? \_\_\_\_\_  
(IE: TYPE OF FENCING USED / PEN(S) / CAGE(S) / MUZZLE(S) - ETC.) \_\_\_\_\_
- 19) HAVE ANY OF THE SCHEDULED CANINE(S) / ANIMAL(S) TO BE INSURED SHOWN ANY AGGRESSIVE BEHAVIOR OR HAVE BEEN INVOLVED IN ANY INCIDENTS WITH THE PUBLIC? (IF YES - EXPLAIN IN FULL DETAILS!) \_\_\_\_\_
- 20) IS COVERAGE REQUIRED BY A MUNICIPALITY &/OR ORDINANCE? IF YES, ATTACH A COPY OF THE ORDINANCE REQUIREMENT(S) \_\_\_\_\_

INDIVIDUAL (CANINE) ANIMAL  
OWNERS CLAIMS - MADE  
LIABILITY APPLICATION (CONT.)

AGENCY: LESTER KALMANSON AGENCY INC./ MAITLAND, FLORIDA  
P.O. BOX 940008 MAITLAND, FL 32794-0008 (www.lklamanson.com)

21) ARE THERE CHILDREN IN THE HOME? \_\_\_\_\_ YES OR \_\_\_\_\_ NO

IF YES, LIST NUMBER OF CHILDREN AND CHILDREN'S AGES: \_\_\_\_\_

22) DO YOU CONDUCT BUSINESS FROM YOUR HOME? \_\_\_\_\_ YES OR \_\_\_\_\_ NO

IF YES:

A. TYPE OF BUSINESS \_\_\_\_\_

B. DO CUSTOMERS, BUSINESS PARTNERS, SALES PEOPLE OR OTHER  
SIMILAR BUSINESS VISITORS COME TO YOUR HOME? \_\_\_\_\_ YES OR \_\_\_\_\_ NO

C. IF YES, IS/ARE THE ANIMAL(S) RETAINED OR CONFINED DURING  
BUSINESS HOURS? \_\_\_\_\_ YES OR \_\_\_\_\_ NO

DESCRIBE: \_\_\_\_\_

23) HOW ARE THE ANIMAL(S) CONFINED WHEN YOU ARE AWAY FROM HOME?

24) NOTE: A) NO PERSONAL CHECKS ACCEPTED (MONEY ORDER; CASHIERS  
CHECK &/OR CREDIT CARD (MASTER CARD, VISA ONLY)

B) IF PAYING BY CREDIT CARD, A COPY OF CURRENT VALID  
DRIVERS LICENSE AND CREDIT CARD FRONT AND BACK MUST  
BE INCLUDED WITH THE CREDIT CARD AUTHORIZATION FORM!  
(COVERAGE CAN NOT AND WILL NOT BE ISSUED WITH OUT THIS)

C) POLICY IS FULLY EARNED AT INCEPTION, UNLESS OTHERWISE  
STATED.

25) IT IS WARRANTED BY THE NAMED INSURED, AND AS A CONDITION  
PRECEDENT TO LIABILITY COVERAGE(S) AFFORDED THAT ALL CANINE(S) /  
DOG(S) OWNED BY, LEASED AND / OR RENTED TO AND / OR IN THE CARE,  
CUSTODY AND / OR CONTROL / SUPERVISION OF THE RESIDENT HOUSEHOLD  
MEMBER(S) &/OR GUEST(S) ONLY, SHALL BE ATTACHED TO A LEASH, WITH  
A MUZZLE AND / OR CONFINED (IN A MINIMUM OF SIX (6) FOOT HIGH  
FENCED IN AREA PROPERLY SECURED TO THE GROUND) AND / OR IN THE  
ASSURED'S PERMANENT (DESIGNATED) RESIDENCE / HOUSE AND/OR  
RESTRAINED IN SUCH A MANNER THAT THE CANINE(S) / DOG(S) CANNOT  
BE OF HARM TO ANY MEMBER OF THE GENERAL PUBLIC AND / OR INVITEES  
AND / OR ANY GUEST(S).

DESCRIPTION OF INSURED CANINE(S):

NOTE: LIABILITY COVERAGE IS ONLY AFFORDED FOR OWNED / SCHEDULED  
DOG(S) / CANINE(S)/ANIMALS ONLY.

X \_\_\_\_\_  
ASSUREDS NAME

X \_\_\_\_\_  
DATE

INDIVIDUAL (CANINE) ANIMAL  
OWNERS CLAIMS - MADE  
LIABILITY APPLICATION (CONT.)

AGENCY: LESTER KALMANSON AGENCY INC. / MAITLAND, FLORIDA  
P.O. BOX 940008 MAITLAND, FL 32794-0008 (www.lkalamanson.com)

26) IS THE DOG MICRO-CHIPPED?      YES OR      NO WHAT IS THE NUMBER?  
\_\_\_\_\_

27) IS THE DOG REGISTERED WITH LOCAL AUTHORITIES?      YES OR      NO  
IF YES, PLEASE PROVIDE NAME: \_\_\_\_\_

28) ARE THERE "BEWARE OF DOG" SIGNS POSTED ON YOUR PROPERTY?    Y OR    N  
IF YES, PLEASE PROVIDE PICTURES  
\_\_\_\_\_

29) NO LIABILITY COVERAGE AFFORDED FOR ANY COMMERCIAL OPERATION  
&/OR ACTIVITIES UNLESS SPECIFICALLY ENDORSED HERETO AND AN ADDITIONAL  
PREMIUM CHARGE IS MADE AND PAID BY THE ASSURED.  
\_\_\_\_\_

30) TERM OF POLICY:      (ANNUAL)      SIX (6) MONTHS      OTHER  
\_\_\_\_\_

31) PROPOSED EFFECTIVE DATE:  
\_\_\_\_\_

32) REMARKS: (IF ANY)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S I G N E D   A N D   D A T E D   B Y :

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR  
DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION  
CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY  
OF A FELONY OF THE THIRD DEGREE.

I UNDERSTAND AND AGREE THAT ANY MISSTATEMENT OF WARRANTY OF FACT ON  
THIS APPLICATION SHALL BE CONSIDERED A VIOLATION OF COVERAGE AFFORDED  
UNDER ANY POLICY ISSUED ON THE BASIS OF THIS APPLICATION. (THIS  
APPLICATION WILL BECOME PART OF ANY POLICY ISSUED AS A RESULT OF ITS  
SUBMISSION.)

DATED: \_\_\_\_\_ SIGNED BY: X \_\_\_\_\_  
(NAMED INSURED)

R E T U R N   A . S . A . P .   T O :

LESTER KALMANSON AGENCY, INC.  
P.O. BOX 940008 (www.lkalamanson.com)  
MAITLAND, FLORIDA - 32794-0008 - USA  
PH) 407-645-5000 / FAX: 407-645-2810

## CANINE INSPECTION FORM

I \_\_\_\_\_ FULLY UNDERSTAND THAT IN ACCEPTING  
(NAMED INSURED)  
THIS INDIVIDUAL CANINE LIABILITY INSURANCE POLICY THAT I AM  
AWARE THAT THERE WILL BE AN INSPECTION OF OUR PROPERTY  
WHERE OUR OWNED CANINE IS KEPT.

FAILURE TO COMPLY MAY RESULT IN THE CANCELLATION OF YOUR  
POLICY.

X \_\_\_\_\_  
SIGNATURE

X \_\_\_\_\_  
DATE OF SIGNATURE

X \_\_\_\_\_  
PHONE NUMBER

X \_\_\_\_\_  
ALTERNATE PHONE NUMBER

**THIS FORM IS REQUIRED IF THERE ARE ANY BITES &/OR INCIDENTS**

# Montana Code Annotated 2009

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**2-9-102. Governmental entities liable for torts except as specifically provided by legislature.** Every governmental entity is subject to liability for its torts and those of its employees acting within the scope of their employment or duties whether arising out of a governmental or proprietary function except as specifically provided by the legislature under Article II, section 18, of The Constitution of the State of Montana.

**History:** En. Sec. 10, Ch. 380, L. 1973; amd. Sec. 1, Ch. 189, L. 1977; R.C.M. 1947, 82-4310.

# Montana Code Annotated 2009

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**2-9-101. Definitions.** As used in parts 1 through 3 of this chapter, the following definitions apply:

(1) **"Claim"** means any claim against a governmental entity, for money damages only, that any person is legally entitled to recover as damages because of personal injury or property damage caused by a negligent or wrongful act or omission committed by any employee of the governmental entity while acting within the scope of employment, under circumstances where the governmental entity, if a private person, would be liable to the claimant for the damages under the laws of the state. For purposes of this section and the limit of liability contained in 2-9-108, all claims that arise or derive from personal injury to or death of a single person, or damage to property of a person, regardless of the number of persons or entities claiming damages, are considered one claim.

(2) (a) **"Employee"** means an officer, employee, or servant of a governmental entity, including elected or appointed officials, and persons acting on behalf of the governmental entity in any official capacity temporarily or permanently in the service of the governmental entity whether with or without compensation.

(b) The term does not mean a person or other legal entity while acting in the capacity of an independent contractor under contract to the governmental entity to which parts 1 through 3 apply in the event of a claim.

(3) **"Governmental entity"** means the state and political subdivisions.

(4) **"Personal injury"** means any injury resulting from libel, slander, malicious prosecution, or false arrest and any bodily injury, sickness, disease, or death sustained by any person and caused by an occurrence for which the state may be held liable.

(5) **"Political subdivision"** means any county, city, municipal corporation, school district, special improvement or taxing district, or other political subdivision or public corporation.

(6) **"Property damage"** means injury or destruction to tangible property, including loss of use of the property, caused by an occurrence for which the state may be held liable.

(7) **"State"** means the state of Montana or any office, department, agency, authority, commission, board, institution, hospital, college, university, or other instrumentality of the state.

**History:** (1)En. Sec. 2, Ch. 380, L. 1973; Sec. 82-4302, R.C.M. 1947; (2)En. 82-4334 by Sec. 8, Ch. 189, L. 1977; Sec. 82-4334, R.C.M. 1947; R.C.M. 1947, 82-4302, 82-4334(3); amd. Sec. 3, Ch. 675, L. 1983; amd. Sec. 1, Ch. 389, L. 1985; amd. Secs. 1, 3, Ch. 22, Sp. L. June 1986; amd. Sec. 54, Ch. 61, L. 2007.

# Montana Code Annotated 2009

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**2-9-108. Limitation on governmental liability for damages in tort.** (1) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of an act or omission of an officer, agent, or employee of that entity **in excess of \$750,000 for each claim and \$1.5 million for each occurrence.**

(2) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of negligence of an officer, agent, or employee of that entity by a person while the person was confined in or was otherwise in or on the premises of a correctional or detention institution or facility to serve a sentence imposed upon conviction of a criminal offense. The immunity granted by this subsection does not extend to serious bodily injury or death resulting from negligence or to damages resulting from medical malpractice, gross negligence, willful or wanton misconduct, or an intentional tort. This subsection does not create an exception from the dollar limitations provided for in subsection (1).

(3) An insurer is not liable for excess damages unless the insurer specifically agrees by written endorsement to provide coverage to the governmental agency involved in amounts in excess of a limitation stated in this section, in which case the insurer may not claim the benefits of the limitation specifically waived.

**History:** En. Sec. 2, Ch. 22, Sp. L. June 1986; amd. Sec. 1, Ch. 337, L. 1997.

RESOLUTION # 525  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SULPHUR SPRINGS  
AMENDING CITY ORDINANCES 8.02.050 and 8.02.060 and ENACTING NEW SECTION  
8.02.140**

**WHEREAS**, the residents of the City of White Sulphur Springs, Montana, should be a place of safety and peaceful enjoyment by its residents and businesses; and

**WHEREAS**, the City Council of White Sulphur Springs finds it necessary to amend its ordinances to provide guidelines for fines for persistently 'at large' dogs and cats, in an attempt to curb the number of times its residents allow their dogs and cats to be at large; and

**WHEREAS**, the City Council of White Sulphur Springs has become concerned with the prevalence of dog breeds with known propensities for aggressiveness toward other animals and humans.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of White Sulphur Springs, Montana resolves that the White Sulphur Springs Municipal Code Sections 8.02.050 and 8.02.060 are amended to read, in their entirety as follows (stricken language is interlined and new language is shown in **bold italics**):

**Section 1**

**8.02.050 Dogs Running at Large on School Grounds.** (1) Every person who owns, keeps, or harbors any dog and who allows such dog to run at large on any school grounds within the city is guilty of maintaining a public nuisance and is therefore guilty of a misdemeanor and shall be punishable as provided in section 1.16.010 of this Code.

(2) Any officer or employee of the city, and any officer or employee of any school, or police officer within the city, is hereby authorized to take, chase, or drive any dog from any such school grounds using any reasonable means therefor, and the animal control officer shall impound any dog found running at large on any such school grounds, as provided in section 8.02.060 of this Code. (Ord 346; 8-3-87)

(3) ***Guidelines for fines for violating this section shall be as set forth in 8.02.060(3).***

**8.02.060 Dogs and Cats at Large.** (1) Every dog or cat, unlicensed or licensed, found running at large in the streets, avenues, alleys, or other public places within the city, or on private property belonging to persons other than the owners or persons in control of such dogs or cats, is hereby declared to be a public nuisance and may be taken and impounded in the city pound or elsewhere by the animal control officer, any sheriff, or his deputy, or other persons designated by the mayor from time to time for such purposes. If a dog or cat running at large has previously bitten a person, whether or not the bite took place on the owner's private property, then upon

impoundment that dog or cat shall be destroyed in a humane manner under the supervision of the animal control officer or the sheriff.

(2) Every owner or other person in control of any dog or cat who allows such dog or cat to be at large, as defined in section 8.02.010 of this Code, is guilty of maintaining a public nuisance and is therefore guilty of a misdemeanor and shall be punishable as provided in section 1.16.010 of this Code. (Ord 346; 8-3-87)

(3) *Guidelines for fines for violating this section shall be up to \$50.00 for the first offense, up to \$100.00 for a second offense and up to \$500.00 a third or subsequent offense. Any dog owner who fails to pay all fines within 3 days after imposition thereof by the City Judge and any fees for impoundment of the animal pursuant to 8.02.080, shall result in abandonment of the animal, disposition of which shall be as provided in 8.02.090.*

**8.02.140 Dangerous Dogs.** *The owner of any pit bull, American Staffordshire Terrier, Staffordshire Bull Terrier, Doberman Pinscher, Rottweiler or any dog displaying a majority of the physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or the United Kennel Club for any of the above breeds, or any individual dog of any breeding which is known, at any time, to have been aggressive toward or bitten a human being without provocation on property other than the owner's property, whether a citation was issued or not, shall be required to have liability insurance in the amount of at least \$500,000.00 to cover any damage or injury which may be caused by such dog. Proof of insurance shall be required at the time of licensing and may be requested at any time by the animal control officer, city clerk, member of the city council or any law enforcement officer. Failure to provide proof of such liability insurance shall result in immediate impoundment of the animal. If the owner of the animal does not provide proof of insurance to the animal control officer or other person with authority to request such proof within 3 business days of impoundment, the animal shall be euthanized under the supervision of the animal control officer in a medically approved and humane manner. In the alternative if the animal has never bitten a person nor acted aggressively toward a human being the owner may be allowed to remove the animal from the city limits of White Sulphur Springs, after which the animal shall be permanently banished from ever being within the city limits of the City of White Sulphur Springs. The owner of any dog impounded under this ordinance shall be required to pay all costs of impoundment which shall be no less than \$5.00 per day.*



**CITY OF EDMONTON**

**BYLAW 13145**

**ANIMAL LICENSING AND CONTROL BYLAW**

**(CONSOLIDATED ON FEBRUARY 3, 2010)**

## (2) Repealed

(S.6, Bylaw 13382, July 4, 2003)

- (3) When a Dog is within an Off Leash Area the Dog need not be held on a leash, however, the Owner or any other person having care or control of the Dog shall carry with them a leash for the Dog not exceeding two metres in length.
- (4) Subject to the requirements of section 13(1), the Owner or any other person having care or control of a Dog may have the Dog in any transit vehicle or facility of the City if the Dog is trained by a recognized agency to provide assistance to a person with a physical impairment and the person is using the Dog for such assistance.
- (5) Nothing in this section removes the obligation on a person to have a Dog under control when it is off the property of the Owner.

**ATTACKS**

- 14 (1) The Owner or any other person having care or control of a Dog shall ensure it does not:
- (a) damage property;
  - (b) chase, attack or bite any person or animal; or
  - (c) chase, attack or bite any person or animal causing physical injury.
- (2) This section does not apply if the chase, attack, bite or damage is a direct result of the Dog being provoked.

**Regulations Applying to Restricted Dogs****INSURANCE**

- 15 The Owner of a Restricted Dog shall have liability insurance specifically covering any damages for personal injury caused by the Restricted Dog in an amount not less than one million dollars.

**OFF PROPERTY OF OWNER**

- 16 The Owner or any other person having care or control of a Restricted Dog shall, at all times when it is off the property of the Owner, have it:
- (a) under control;
  - (b) muzzled; and