

Piikani Nation
Animal Control and Protection By-law, 2020

(a by-law to provide for the control and protection of animals within Piikani Lands)

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WHEREAS:

- A. We, the Piikani Nation have and maintain Indigenous and Treaty Title, Rights and interests to our lands and resources within our Territory;
- B. We have an inherent right to self-government which emanates from our people, culture and land, and which is recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- C. As Council for the Piikani Nation, we also have authority pursuant to section 81(1) of the *Indian Act* (Canada) to enact by-laws to provide for:
 - i. the health of residents on the reserve;
 - ii. the observance of law and order;
 - iii. the prevention of disorderly conduct and nuisances;
 - iv. the protection against, and prevention of, trespass by domestic animals, the establishment of pounds, the appointment of pound-keepers, the regulation of their duties and the provision for fees and charges for their services; and
 - v. any matter arising out of or ancillary to the exercise of such powers;
- D. The Piikani Lands have been set aside for the use and benefit of the Piikani Nation;
- E. As Council, we have the authority and obligation to provide for the safety and well-being of our community, including the safety, well-being and treatment of animals on our Piikani Lands; and
- F. Animals have long played an important role to our Nation, with dogs in particular having a long-standing place of significance within our culture and traditions,

NOW THEREFORE BE IT RESOLVED THAT this *Piikani Nation Animal Control and Protection By-law, 2020* (the “**By-law**”) is hereby enacted as a By-law of the Piikani Nation.

PART 1 – NAME

1.1 Short Name. This By-law may be cited as the *Piikani Nation Animal By-law*.

PART 2 – PURPOSE AND APPLICATION

2.1 Purpose. The purpose of this By-law is to protect the welfare of animals residing on Piikani Lands and to provide for the safety and well-being of residents and others on Piikani Lands.

2.2 Application. This By-law applies to all Piikani Lands.

2.3 Authority.

- (a) The Lands Department is responsible for implementing this By-law and will have all powers necessary to give effect to this By-law.

- (b) From time to time, the Lands Department may contract, or may direct the Piikani Nation to contract, with enforcement and animal protection services to enforce this By-law or to take custody of animals whose conduct, or whose Owner's conduct, violates this By-law. The Lands Department may also delegate any part of its authority under this By-law to other Persons.
 - (c) The Lands Department may, from time to time, refer to Council for guidance and advice on the implementation of this By-law.
- 2.4 Non-Derogation. No provision of this By-law, or any communication, negotiations or engagements carried out pursuant to it, does, or may be deemed to, prejudice, limit, abrogate or derogate from any of the Piikani Nation's Indigenous or Treaty Title, Rights or interests.

PART 3 – INTERPRETATION

3.1 Definitions. For the purpose of this By-law, the following definitions apply:

“Aggressive Dog” means a dog that meets any one or more of the following conditions:

- (a) a dog that has, with or without provocation, attacked, bitten or caused injury to a Person or has demonstrated a propensity, tendency or disposition to do so;
- (b) a dog that, while running at large, has bitten, killed or caused injury to a domestic animal;
- (c) a dog that, while running at large, has aggressively pursued or harassed a Person, a vehicle or a domestic animal and/or livestock;
- (d) a dog that has chased, threatened or attacked a child in a public place, including but not limited to, on such child's travel to school and if such dog has threatened or taken such child's food or other articles of possession;
- (e) a dog with a known propensity to attack or injure a Person without provocation;
- (f) a dog owned or harboured primarily, or in part, for the purpose of animal fighting or an animal trained for animal fighting;
- (g) a dog that is a Dangerous Animal; and
- (h) a dog that has been found to be dangerous or aggressive by the Lands Department, an Animal Control Officer, a designate under this By-law, another local government or a court;

“Altered Animal” means an animal that has been spayed or neutered;

“Animal Control Officer” means a Person appointed or engaged by the Lands Department, from time to time, to administer and/or enforce the provisions of this By-law, and includes any deputy Animal Control Officer, officers of the Royal Canadian Mounted Police, or any other peace officer with jurisdiction to enforce By-laws on Piikani Lands;

“Assistance Dog” means a dog specifically trained to assist a Person with disabilities in the performance of daily activities;

“at large” means an animal that is unrestrained or uncontained, or is not in the control of a Responsible Person, but, for greater certainty, a dog without a leash located in a designated “off leash” area within a park is not running “at large” for the purpose of this By-law if that dog is otherwise under the immediate charge and control of a Responsible Person;

“Breeder” means a Person that intentionally is responsible for or carries out mating of dogs for the purpose of selling the babies when they have reached an age where they can survive without the mother;

“Council” means the duly elected Chief and Council of the Piikani Nation;

“Dangerous Animal” means an animal that:

- (a) has killed or seriously injured a Person;
- (b) has killed or seriously injured a Domestic Animal; or
- (c) that an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a Person;

“Domestic Animal” means an animal that has been or is being sufficiently tamed or kept to serve some purpose for the use of people;

“Enclosure” means a house, building, fenced area or structure in which one or more animal(s) is/are kept that:

- (a) is sufficient for the health and safety of such animal(s);
- (b) prevents the entry of unauthorized Persons and children; and
- (c) prevents escape of the animal(s);

“Exotic Animal” means any animal listed under Schedule D”, whether bred in the wild or in captivity, and includes any hybrid of such animals with domestic species;

“Impound” means seize, deliver, receive, take into or hold in custody;

“Lands Department” means the Lands Department of Piikani Nation;

“Leash” means a rope, chain, cord, leather strap or other device by which an animal may be lead or controlled;

“Livestock” means horses, donkeys, mules, emus, llamas, ostrich, swine, sheep, goats, or cattle and any other bovine species;

“Member” means a registered member of the Piikani Nation;

“Nuisance Animal” means an animal:

- (a) that has been impounded three (3) times within the previous twenty-four (24) months;
- (b) whose Owner has been found liable for three (3) or more tickets issued by an Animal Control Officer within the previous twenty-four (24) months; or
- (c) that has been responsible for an aggregate of three (3) or more impounds or tickets within the previous twenty-four (24) months;

“Owner” means any Person who is a minimum of eighteen (18) years of age and:

- (a) to whom a licence for a dog, or a licence to breed a dog or cat, has been issued pursuant to this By-law; or
- (b) who owns, is in possession of, or has the care and control of any animal;

“Person” includes an individual, society, corporation, partnership or party, whether acting by themselves or by an agent or employee, and the successors, assigns and personal or other legal representatives of such Person to whom the context legally applies;

“Pet” means any domesticated animal over the age of four (4) months, other than Livestock or poultry, kept within a residence or on real property other than for commercial purposes;

“Piikani Lands” means all reserves of the Piikani Nation, any land held for the use and benefit of the Piikani Nation pursuant to section 36 of the *Indian Act*, and any future reserve set aside by Her Majesty for the use and benefit of the Piikani Nation;

“Public Place” includes, but is not limited to, any highway, boulevard, park or other real property owned, held or administered by the Piikani Nation;

“Responsible Person” or **“Person Responsible”** means, in relation to any animal, a Person who:

- (a) is the Owner of such animal;
- (b) is keeping, harboring, or sheltering such animal; or
- (c) is breeding it pursuant to a valid licence to breed issued pursuant to this By-law;

“Unaltered Animal” means an animal that has not been spayed or neutered; and

“Unlicensed Dog” means a dog over the age of four (4) months for which a license for the current year has not been paid, or to which the tag required by this By-law is not attached.

3.2 General Interpretation.

- (a) Unless otherwise expressly provided, the structures, organizations, bodies, principles and procedures established or used in this By-law will be guided,

interpreted and carried out in accordance with the culture, traditions and customs of the Piikani Nation.

- (b) The headings of Parts and Sections of this By-law have been inserted as a matter of convenience and for reference only, and in no way define or limit any of its provisions.
- (c) A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. All genders are included in any gender expressed.
- (d) The words "include", "includes" and "including" are to be read as if they are followed by the phrase "without limitation".
- (e) Any reference to a statute means that statute, and any regulations made under it, all as amended or replaced from time to time.

3.3 Schedules. The following Schedules form part of and are integral to this By-law:

- (a) Schedule "A" – Licence Fees
- (b) Schedule "B" – Impound and Boarding Fees
- (c) Schedule "C" – Miscellaneous Fees
- (d) Schedule "D" – Prohibited Exotic Animals

PART 4 – NUMBER OF DOGS PER HOUSEHOLD

4.1 General. Subject to Part 9 and any more stringent requirements outlined in a tenancy agreement or the Piikani Nation housing policy, a Person must not keep or allow to be kept on Piikani Lands more than a total of four (4) dogs in one household over the age of four (4) months at any one time unless specifically provided otherwise pursuant to a written authorization provided pursuant to Section 5.2.

PART 5 – ANIMAL POPULATION CONTROL

5.1 General. Subject to Section 5.2, each Owner of a dog must ensure that such animal is spayed or neutered as soon as reasonably possible, but at maximum within two (2) years of the person becoming the Owner of such dog.

5.2 Breeding. Section 5.1 does not apply to an Owner who has applied for and been issued a licence to breed in accordance with Part 6.

PART 6 – LICENSING

6.1 Coming into Effect.

- (a) This Part 6 of this By-law will come into force and effect on the passing of a band council resolution by Council.

- (b) Prior to adopting a band council resolution to bring this Part 6 into effect, Council will ensure that notice of such intention is posted in the Piikani Nation administration office for a minimum of 30 days before the date of the Council meeting at which the band council resolution bringing this Part 6 into force and effect is proposed for consideration and adoption.
- (c) Notwithstanding Section 6.1(a), the applicable provisions of this Part 6 apply to Breeders on the coming into force of this By-law pursuant to Section 19.4.

6.2 Licence Requirement.

- (a) A Person must not keep or allow to be kept any dog over four (4) months of age unless a valid licence has first been obtained for that current calendar year from the Lands Department.
- (b) A Breeder may not breed dogs on Piikani Lands unless such Person has first applied for and been issued a valid licence for breeding for that current calendar year from the Lands Department.

6.3 Licence Application.

- (a) Every Owner of a dog and every Breeder must make an application to the Lands Department for a licence on the form provided by the Lands Department and pay the fee set out in Schedule A".
- (b) Upon receipt of the application and payment of the prescribed fee (which fee will be waived for the first year that an animal is licensed), the Lands Department may issue a numbered licence tag for the current licence year for use on the dog for which the application was made.
- (c) The Lands Department may reduce the prescribed fee if evidence of shots being up-to-date is filed along with the licence application.

6.4 Licence Refused. If a Person (including a Breeder) has abandoned an animal, or been responsible for the impoundment of an animal, the Lands Department may refuse to grant or renew a licence to such Person until such time as the Lands Department, in its sole discretion, believes that the Person has become capable of caring for an animal and abiding by this By-law.

6.5 Expiration. Every licence and corresponding licence tag issued under this By-law will expire on the 31st day of March of each year. To renew a licence and licence tag, the Owner or Breeder must submit an application to the Lands Department by March 15th of each year.

6.6 Licence Tag. Every dog Owner and Breeder must ensure that any valid licence tag issued by the Lands Department is displayed on the dog at all times by affixing it to the dog by a collar, harness or other suitable device.

6.7 Change of Address. Where an Owner or Breeder has a change of address within the area of application for this By-law, the Owner or Breeder must, within thirty (30) days, notify the Lands Department and pay the applicable licence transfer fee set out in Schedule A".

6.8 Other Jurisdictions.

- (a) Where a dog has been duly licensed in another municipality or regional district, that licence will be valid on Piikani Lands upon registration of such animal with the Lands Department and payment of the licence transfer fee set out in Schedule A".
- (b) This Section 6.8 does not apply to licences required by Breeders under this By-law.

6.9 Replacing Licence Tags. Where a licence tag has been issued by the Lands Department and has been lost, stolen or otherwise rendered unusable, the Owner or Breeder must promptly make application to the Lands Department to replace the licence tag and pay the licence tag replacement fee set out in Schedule A".

6.10 Age Limit. A licence (including a licence to breed) must not be issued to, or in the name of, any Person under the age of eighteen (18) years.

6.11 Non-Transferable. Every licence and corresponding licence tag issued under this By-law, including a licence to breed, is valid only in respect of the animal for which it was issued, as described on the licence application, and is not transferable to any other animal.

PART 7 – ANIMAL CONTROL

7.1 Prohibited Noise. An Owner must not permit or allow its dog to howl or bark within the Townsite of Brocket such that the howling or barking unreasonably disturbs Persons in the neighbourhood or vicinity:

- (a) for a continuous period of thirty (30) minutes or more; or
- (b) in an outdoor area for a continuous period of ten (10) minutes or more between the hours of 10:00 pm and 6:00 am.

7.2 Specific Prohibitions. An Owner must not permit or allow any dog for which they are responsible to:

- (a) be at large;
- (b) trespass on private property;
- (c) be within a public area defined by Piikani Nation zoning or other laws or by-laws as an area where such animal is not permitted;
- (d) be on private land within the Townsite of Brocket where such animal is not contained by:
 - (i) a fence and a gate;
 - (ii) a sufficiently sturdy leash for the particular animal and of an appropriate length for the humane care of such animal;

(iii) an Enclosure; or

(iv) other effective containment mechanism,

unless such animal is under the immediate control of a Responsible Person;

(e) excluding designated off-leash areas, be in a public place within the Townsite of Brockett unless such animal is kept on a leash not exceeding three (3) metres in length and is under the immediate control of a Responsible Person;

(f) attack, bite, kill or cause injury to a Person or Domestic Animal; or

(g) aggressively pursue or harass a Person, a vehicle or a Domestic Animal.

7.3 Defecation.

(a) Any Owner or Person Responsible for the care, control or custody of a dog, must not permit or allow such dog to defecate in either:

(i) a public place; or

(ii) a private property, other than property owned or occupied by the Person Responsible for the dog,

without immediately removing the excrement and disposing of it in a sanitary manner.

7.4 Seizure. An Animal Control Officer may seize any dog that is acting or found in a manner or location contrary to this By-law.

7.5 Animals in Heat. The Owner of a female dog must, at all times when that animal is in heat, keep it securely confined indoors or within a building or Enclosure capable of preventing the escape of that animal and the entry of other animals.

PART 8 – AGGRESSIVE OR DANGEROUS ANIMALS

8.1 Report on Aggressive Dogs. Where, in the opinion of an Animal Control Officer, a dog has been involved in an incident in which it was an Aggressive Dog, the Animal Control Officer may submit a written report of the incident to the Lands Department.

8.2 Notice of Aggressive Dog. If, in the opinion of the Lands Department, grounds exist to consider the dog as an Aggressive Dog under this By-law, the Lands Department will send a letter to the Owner confirming that the Piikani Nation considers such dog to be an Aggressive Dog and advising the Owner of the requirements for confining, identifying and restraining Aggressive Dogs under this By-law.

8.3 Right to Appeal.

(a) Where a dog has been deemed to be an Aggressive Dog pursuant to this By-law, the Owner of the dog may appeal the classification, in writing to the Lands Department, within ten (10) days of receipt of the letter sent pursuant to Section 8.2.

- (b) On receipt of an appeal pursuant to Section 8.3(a), the Lands Department will:
 - (i) review the Owner's submissions, the written report of the Animal Control Officer, and any other materials deemed relevant; and
 - (ii) determine whether the Piikani Nation will continue to deem the dog an Aggressive Dog.
- (c) A decision by the Lands Department pursuant to Section 8.3(b) is final and binding.

8.4 Requirements for Aggressive Dogs. Every Owner of an Aggressive Dog must:

- (a) at all times while the Aggressive Dog is on the premises occupied by the Owner, keep such dog securely confined:
 - (i) indoors;
 - (ii) in an Enclosure; or
 - (iii) by a sufficiently sturdy leash for the particular animal and of an appropriate length for the humane care of such animal.
- (b) at all times while the Aggressive Dog is off the premises occupied by the Owner, keep such dog:
 - (i) on a leash not exceeding three (3) metres in length;
 - (ii) under the immediate care and control of a Responsible Person; and
 - (iii) muzzled to prevent it from biting a Person or other animal;
- (c) if required by the Lands Department, permit the Piikani Nation or its service provider, for identifying purposes, to implant a microchip into the shoulder/neck area of the Aggressive Dog and the Owner will be required to pay the microchip implant fee set out in Schedule C";
- (d) permit the Piikani Nation or its service provider, for identifying purposes, to scan any previously implanted microchip on the Aggressive Dog; and
- (e) provide a photo of the dog to the Lands Department within seven (7) business days of the dog being designated an Aggressive Dog.

8.5 Humane Destruction. Where the Owner of an Aggressive Dog requests that the dog be destroyed, an Animal Control Officer may arrange to have the dog humanely destroyed. In such cases, the Owner must sign a form for the release of the dog to the Piikani Nation for the purposes of humane destruction.

8.6 Dangerous Animals. In addition to the above conditions, a Dangerous Animal may also be dealt with by the Piikani Nation in accordance with the provisions of this By-law.

PART 9 – ANIMAL CARE

9.1 Diseases. An Owner must not keep an animal suffering from an infectious or contagious disease on any parcel of land or real property within Piikani Lands unless the animal is:

- (a) kept securely confined within a building or Enclosure; and
- (b) under veterinary care for that disease.

9.2 General Care. A Person must not keep any animal within Piikani Lands unless the animal is provided with:

- (a) sufficient clean and sanitary space for the animal's well-being and the well-being of residents and neighbours, including by removing excrement from the area where the animal is kept on a regular basis to ensure sanitary conditions;
- (b) clean, potable drinking water and sufficient food;
- (c) sanitary food and water receptacles;
- (d) the opportunity for periodic exercise sufficient to maintain the animal's good health;
- (e) clean bedding material and an area maintained at a temperature warm and dry enough to prevent the animal from suffering discomfort;
- (f) up-to-date shots and flea management; and
- (g) the necessary veterinary care when the animal exhibits signs of pain, suffering or disease,

all as determined by the Lands Department, acting reasonably.

9.3 Animals Wastes. An Owner must ensure that:

- (a) every dog has an opportunity to go outside for exercise and to release its bowels and bladder at least twice daily; and
- (b) cats or animals smaller than cats have appropriate litter boxes or similar facilities available that are frequently cleaned and daily maintained in good condition.

9.4 Shelters. A Person must not keep any animal outside for extended periods of time unless the animal is provided with shelter capable of protecting the animal from heat, cold, puddles, precipitation and the direct rays of the sun.

9.5 Enclosed Spaces. A Person must not keep any animal confined in an enclosed space, including a motor vehicle, without sufficient ventilation.

9.6 Prohibited Means of Securing Animals. A Person must not keep any animal hitched, tied or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the animal's neck.

9.7 General Prohibitions. Unless otherwise authorized by applicable zoning By-laws or other By-laws, regulations or permits, a Person keeping two or more dogs on a property must not cause or permit:

- (a) more than one dog to be kept in a cage or pen unless the cage or pen is of sufficient size and height to permit each animal kept therein to move freely and easily;
- (b) dogs that are deemed Aggressive Dogs to be kept with any other animals, including other dogs;
- (c) animals under the age of four (4) months to be kept with any adult animals other than their parents; and
- (d) animals under treatment for a communicable or infectious disease, or suspected of having a communicable or infectious disease, to be kept with any other animals.

9.8 Mothers and Litters. An Owner of a female dog that has delivered one or a litter of puppies within the past four (4) months shall ensure that the mother dog is kept in a secure area to reduce conflicts with people approaching the puppy or puppies.

9.9 Indoor and Outdoor Areas. Every Owner must include, for each individual dog, both an indoor area and an outdoor exercise area as follows:

- (a) the indoor area must comply with the following requirements:
 - (i) the indoor area must be of sufficient size for the well-being of all the humans and animals therein;
 - (ii) the building must be equipped with a heating and cooling system capable of maintaining an indoor temperature between 10 and 25 degrees Celsius;
 - (iii) every cage or pen within the indoor area must be of sufficient size and height to permit each dog to turn about freely, stand, sit and lie in a normal position;
 - (iv) the building must allow natural light and ventilation to be introduced into the interior of the indoor kennel area by windows, skylights or a combination thereof; and
 - (v) the area must be cleaned and sanitized of animal excrement at least once daily; and
- (b) the outdoor exercise area must be large enough to allow each dog being kept therein to break into a trot.

9.10 Livestock and Poultry.

- (a) A Person must not keep or allow to be kept on any real property any Livestock or poultry or an aviary or apiary, except as permitted pursuant to all applicable By-laws (including zoning).

- (b) An Owner must not permit or allow any Livestock or poultry to run at large.
- (c) An Animal Control Officer may seize any Livestock or poultry unlawfully at large.

9.11 Exotic Animals.

- (a) No Person shall possess or keep in any area, temporarily or permanently, any Exotic Animal.
- (b) An Animal Control Officer may seize any Exotic Animal on Piikani Lands.

PART 10 – SEIZURE AND IMPOUNDMENT

10.1 Seizure. An Animal Control Officer may seize and impound:

- (a) any dog that is:
 - (i) an Unlicensed Dog (once Part 6 of this By-law is in effect); or
 - (ii) acting contrary to this By-law; and
- (b) any animal held or kept in conditions contrary to this By-law.

10.2 Impoundment. Where an animal is impounded pursuant to this By-law:

- (a) an Animal Control Officer must make reasonable effort to determine the Owner of the animal and to notify the Owner by telephone of the impoundment and the procedure to recover the animal;
- (b) if an Animal Control Officer is not able to determine the Owner of an animal or contact the Owner of an animal by telephone, the Animal Control Officer must post a notice on the public notice board at the Piikani Nation administration office and/or on the Piikani Nation website or social media page describing the animal and stating the date of impoundment and the impoundment period;
- (c) an Animal Control Officer must make reasonable effort to contact the Owner of a dog if it is wearing a licence tag by calling the most recent telephone number in the licence information for such animal;
- (d) if a dog has no licence tag, the Animal Control Officer has no obligation to notify the Owner of the impoundment of such animal;
- (e) the Animal Control Officer may provide the animal with veterinary care, medication, specialty food, or other treatment required for the reasonable and proper care of the animal, and the Piikani Nation may recover the actual cost of such treatment plus a 25% administrative charge as an extra fee payable by the Owner of the animal or by a person adopting the animal;
- (f) the Owner must recover the animal from the place of impound within 96 hours from the time of impoundment, by giving evidence of ownership of the animal and paying the impound fee, the daily boarding fees, and other applicable fees for the animal as prescribed in Schedule B”;

- (g) when Part 6 is in force, the impoundment fees for an Unlicensed Dog will be double the fees for a licensed dog as set out in Schedule B", plus the cost of a licence for such animal;
 - (h) the impoundment fees will increase as prescribed in Schedule B" for each impoundment of the same dog in a 24-month period;
 - (i) regardless of whether a dog is licensed or an Unlicensed Dog, the impoundment fee for a dog that is deemed an Aggressive Dog or a Nuisance Animal will be the fee set out in Schedule B"; and
 - (j) the Piikani Nation may provide for the adoption, transfer to another facility, or humane destruction of an animal that is not collected by the Owner within 96 hours from the time of impoundment.
- 10.3 Use of Adoption Funds. Where an impounded animal is adopted pursuant to this By-law, any monies received by the Piikani Nation from the adoption of the animal will be applied against the fees and cost of impounding, boarding and adopting the animal and any other monies will be credited to designated account(s) of the Piikani Nation.
- 10.4 General Prohibitions for Impounded Animals. A Person must not take, remove or release, or assist in the taking, removing or releasing, of any animal impounded by the Piikani Nation without first obtaining the consent of an Animal Control Officer and paying all fees relating to the impound of the animal.
- 10.5 Impoundment of Aggressive Dogs. The Owner of an Aggressive Dog that has been impounded pursuant to this By-law may only reclaim the animal upon application to an Animal Control Officer with the following:
- (a) evidence of Ownership of the Aggressive Dog;
 - (b) payment of applicable fees set out in Schedule B"; and
 - (c) delivery to an Animal Control Officer of an executed statement regarding the Owner's commitment to take better and appropriate care of the Aggressive Dog in the form prescribed from time to time.

PART 11 – ADOPTION

- 11.1 Adoption requirements. Every Person seeking to adopt an animal from a Piikani Nation animal control facility or designated facility must:
- (a) make application at the animal control facility on the prescribed form and pay the fee set out in Schedule C"; and
 - (b) where applicable, license a dog pursuant to this By-law and pay the prescribed fees set out in Schedule A".
- 11.2 Denied Adoption. Where, in the opinion of the Lands Department, an applicant for an animal adoption is not suitable, or the animal requested is not suitable for the applicant, the Lands Department may refuse to adopt out the animal, and, where requested by the applicant, provide the reason for such refusal in writing.

PART 12 – CARCASS REMOVAL

- 12.1 Fees. Where an Owner of a deceased animal requests that an Animal Control Officer remove the carcass of an animal from private property, the Owner shall pay the fee set out in Schedule C” and pay the full costs and expenses of incinerating the carcass.

PART 13 – ORDER TO DESTROY AN ANIMAL

- 13.1 Destruction of Dangerous Animal. On being satisfied that an animal is a Dangerous Animal, an Animal Control Officer may have the animal destroyed in a humane manner.
- 13.2 Costs. An Owner whose animal has been destroyed pursuant to this By-law is liable for all costs, fees and expenses associated with the destruction of such animal, which costs, fees, expenses and any interest accrued thereon will be a debt due and owing to the Piikani Nation until paid in full.
- 13.3 Consent to Euthanasia. An Owner who requests that their animal be humanely destroyed or otherwise disposed of by an Animal Control Officer must sign the form of Consent to Euthanasia established by the Lands Department from time to time.
- 13.4 Humane Destruction. An animal that is to be humanely destroyed pursuant to this By-law will be destroyed under the supervision of an Animal Control Officer.

PART 14 – DESTROYING AND DISPOSING OF ANIMALS

- 14.1 Method of Destruction. A Person who destroys an animal under this By-law must destroy and dispose of such animal, or cause such animal to be destroyed and disposed of, in accordance with any such manners prescribed from time to time by the Piikani Nation.
- 14.2 Critical Injuries. If an animal is critically injured and the Owner is not available for such a decision an Animal Control Officer may humanely destroy the animal as a last resort.

PART 15 – DISEASED ANIMALS

- 15.1 General.
- (a) When a complaint is made to Council that an animal is suffering from any disease as a result of which the animal is suffering in pain or debilitation, an Animal Control Officer may investigate the matter.
 - (b) If, as part of such investigation, a veterinary examination demonstrates the animal is suffering, the Animal Control Officer may order the Owner to have the animal treated or destroyed.

PART 16 – ENFORCEMENT AND OFFENCES

- 16.1 General. No Person shall obstruct, interfere with or hinder Council, an Animal Control Officer, or any authorized employee, officer or agent in the carrying out of their duties and responsibilities under this By-law.

- 16.2 Right to Enter. For the purpose of this By-law, an Animal Control Officer may enter any lands on Piikani Lands (except a place that is occupied as a private dwelling) during reasonable hours if the Animal Control Officer:
- (a) is acting under this By-law to take an animal into custody or to destroy an animal;
 - (b) has reasonable grounds to believe that an animal is ownerless; or
 - (c) has reasonable grounds to believe that an animal is, or has been, running at large.
- 16.3 Right to Search. Subject to Sections 16.4 to 16.6, an Animal Control Officer may, without written authorization from Council, enter and search any place, except a place that is occupied as a private dwelling, and seize an animal, if the officer believes on reasonable grounds that:
- (a) the animal is a Dangerous Animal;
 - (b) the animal presents an imminent danger to the public; and
 - (c) the purpose of seizing the animal cannot reasonably be accomplished if the Animal Control Officer is required to obtain a written authorization.
- 16.4 Police Officers. For the purposes of Section 16.3, an Animal Control Officer who is not a police officer must be accompanied by a police officer.
- 16.5 Considerations. Before exercising a power under Section 16.3, in the case of an animal that has acted as a Dangerous Animal, the Animal Control Officer must consider whether the animal was acting while in the course of attempting to prevent a Person from committing an unlawful act.
- 16.6 Exercising Powers. An Animal Control Officer may enter a place to exercise the power under Section 16.3:
- (a) with the consent of the owner or occupier of the place;
 - (b) in accordance with a written authorization from Council under Section 16.7; or
 - (c) if the circumstances referred to in Section 16.3 apply, in accordance with that Section.
- 16.7 Right to Seize.
- (a) An Animal Control Officer may enter any premises to seize a Dangerous Animal.
 - (b) An Animal Control Officer exercising authority to enter premises under Section 16.7(a) must be accompanied by a police officer when exercising that authority.
- 16.8 Offences. Every Person who:
- (a) violates or causes or allows any of the provisions of this By-law to be violated;

- (b) fails to comply with any of the provisions of this By-law, or any other applicable By-law; or
- (c) neglects or refrains from doing anything required under the provisions of this By-law,

shall be deemed to have committed an offence under this By-law and shall be liable for the penalties provided and each day such violation is caused or allowed to continue, constitutes a separate offence.

16.9 Types of Offences. Without limiting the generality of this Section 16.9, it shall be an offence under this By-law:

- (a) for an Owner to allow or suffer his or her animal to be running at large;
- (b) for any Person to own a diseased animal unless it is securely confined in such Enclosure an in such manner that it does not endanger the safety of any Person or any other animal;
- (c) for the Owner of a Dangerous Animal:
 - (i) to permit, suffer or allow the animal to be on any highway or any public place within Piikani Lands or running at large unless the animal is muzzled and leashed to prevent it from biting another animal or human; or
 - (ii) to keep the animal on the premises owned or controlled by such Person unless the animal is securely confined either indoors or in an Enclosure;
- (d) for any Owner to keep or harbour more than four (4) dogs older than four months contrary to Section 4.1;
- (e) for any Owner to allow the accumulation of animal feces to become noxious or a health hazard, as determined by an Animal Control Officer;
- (f) for any Person to willfully or negligently open a gate, door or other opening in a fence or Enclosure in which a Domestic Animal has been confined and thereby allow the Domestic Animal to be running at large; and
- (g) for any Person to tease, torment or provoke a Domestic Animal.

16.10 Curing Period.

- (a) The Lands Department may, in its sole discretion, provide a Person who has committed an offence pursuant to this By-law up to thirty (30) days to cure such offence. If the Lands Department provide a Person such right to cure the offence, no ticket will be issued to, or legal action taken against, such person during such cure period.

16.11 Tickets

- (a) Subject to Section 16.10, an Animal Control Officer may issue a ticket for any offence under this By-law.

- (b) Any Person issued a ticket under this By-law will be required to pay the amount set from time to time for that ticket by Council.
- (c) A Person seeking to appeal a ticket issued under this By-law may apply in writing to the Lands Department.
- (d) The Lands Department may, after considering a Person's application to appeal a ticket and acting reasonably, waive the ticket, reduce the fine, or enforce the ticket.
- (e) After consideration of an application to appeal the ticket, the Lands Department will notify the applicant in writing of its decision, which decision will be final and binding.

16.12 Liability. Subject to Section 16.10, every Person who commits an offence under this By-law shall be liable on summary conviction to a fine of \$1,000 or imprisonment of up to thirty (30) days, or to both such a fine and imprisonment.

PART 17 – IMMUNITY

17.1 General. No action for damages lies or may be instituted against present or past Council, the Piikani Nation, an Animal Control Officer, or members, employees, or agents or representatives of either the Piikani Nation or Council:

- (a) for anything said or done or omitted to be said or done by that Person in the actual or required performance of the Person's duty or exercise of their authority; or
- (b) for any alleged neglect or default in the actual or required performance of the Person's duty or exercise of their authority.

17.2 No Defence. Section 17.1 does not provide a defence if:

- (a) the Person in relation to the conduct that is the subject matter of the action, has been guilty of dishonesty, gross negligence or malicious or wilful misconduct; or
- (b) the cause of action is libel or slander.

17.3 No Liability. None of the Piikani Nation, present or past Council, or members, employees, representatives or agents of the Piikani Nation or Council are liable for any damages or other loss, including economic loss, sustained by any Person, or to the property of any Person, as a result of neglect or failure, for any reason, to discover or detect any contravention of this By-law or any other Piikani Nation by-law, or from the neglect or failure, for any reason or in any manner, to enforce this By-law or any other Piikani Nation by-law.

17.4 Limitation Period. Any actions against the Piikani Nation (including Council and its employees) for the unlawful doing of anything that:

- (a) is purported to have been done under the powers conferred by this By-law or any Piikani Nation by-law; and

(b) might have been lawfully done if acting in the manner established by By-law, must be commenced within six (6) months after the cause of action first arose

17.5 Notice. The Piikani Nation is in no case liable for damages unless notice in writing, setting out the time, place and manner in which the damage has been sustained, is delivered to the Piikani Nation within two (2) months from the date on which the damage was sustained. In case of the death of a Person injured, the failure to give notice required by this Section is not a bar to the maintenance of the action. Failure to give the notice or its insufficiency is not a bar to the maintenance of an action if the court before whom it is tried, or, in case of appeal, the Court of Appeal, believes:

- (a) there was reasonable excuse; and
- (b) the Piikani Nation has not been prejudiced in its defence by the failure or insufficiency.

PART 18 – AMENDMENT

18.1 General. Subject to Sections 18.3 and 18.4, this By-law may only be amended at a duly convened meeting of Council.

18.2 Regular Reviews. The Piikani Nation will review and, if appropriate, amend this By-law in accordance with Section 18.1 every five (5) years, or whenever Council determines, in its sole discretion, that this By-law should be reviewed and, if appropriate, amended.

18.3 Schedule Amendments. The Lands Department may, from time to time, propose an amendment to a schedule to this By-law, which amendment will become effective on approval by Council.

18.4 Minor Amendments. Council may, from time to time, pass a resolution authorizing minor amendments to this By-law for any of the following purposes:

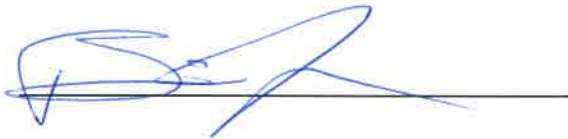
- (a) to correct typographical errors;
- (b) to reference other relevant, new or amended Piikani Nation by-law(s);
- (c) to change the applicable entity(ies) having authority over the implementation of this By-law;
- (d) to align with an order by a court; and
- (e) to clarify this By-law where there is no reasonable dispute about the intention underlying the original provision.

PART 19 – GENERAL PROVISIONS

19.1 Compliance with other by-laws. Where any other by-law or legal requirement may apply to any matter covered by this By-law, compliance with this By-law will not relieve the Person from also complying with the provisions of such other applicable by-law or legal requirement.

- 19.2 Severability. In the event that all or any Part of any Section of this By-law are found by a court of competent jurisdiction to be invalid, such Section shall be severable, and the remaining Parts and Sections of this By-law shall remain in full force and effect.
- 19.3 Orders. An order made pursuant to this By-law will have immediate effect.
- 19.4 Coming into Force. Subject to Section 6.1, this By-law will come into force and effect on the date that it is duly passed by Council at a duly convened meeting and published on an Internet site.

BE IT KNOWN that this By-law is entitled the *Piikani Nation Animal Control and Protection By-law, 2020* is hereby enacted by a quorum of Council of the Piikani Nation held on June __, 2020.











Quorum consists of __ Council members.

SCHEDULE A

LICENCE FEES

<u>Category</u>	<u>Fee</u>
Unaltered Animal (each)	\$200.00
Altered Animal (each)	\$15.00
Nuisance Animal (each)	\$100.00
Aggressive Dog (each)	\$200.00
Licence Transfer	\$5.00
Licence Tag Replacement	\$5.00

SCHEDULE B

IMPOUND AND BOARDING FEES

A) IMPOUND FEES

Fees based on the number of impounds of the same animal in a 24-month period:

Licensed dog – First Impoundment	\$40
Licensed dog – Second Impoundment	\$80
Licensed dog – Third Impoundment	\$140
Unlicensed Dog – as per Section 10.2(g) of this By-law	

Fees for Aggressive Dogs and Nuisance Animals:

Aggressive Dog (unaltered)	\$1,000
Aggressive Dog (altered)	\$600
Nuisance Animal	\$500

Poultry and Livestock

Poultry	\$40
Livestock	\$100

B) DAILY BOARDING FEES

Pet animal

For first part day and first night	\$10
For each subsequent business day or part thereof	\$50

C) OTHER FEES AND CHARGES

In all cases, the actual costs of veterinary care, medication, specialty food, contract hauling for large animals, and other extenuating costs incurred by the Nation, plus a 25% administration fee shall be charged, on top of any fees mentioned in sections A and B above, for any animal impounded.

SCHEDULE C

MISCELLANEOUS FEES

Adoption Fees (per dog plus licence fee)	\$100.00
Carcass Removal (plus actual cost of incineration)	\$ 25.00
Microchip Implant	\$ 60.00

SCHEDULE D

PROHIBITED EXOTIC ANIMALS

The list includes all such animals of the listed family or order (unless specifically identified as an exclusion), whether bred in the wild or in captivity, and also includes all their hybrids with domestic species. The examples provided in the right-hand column are intended to act as examples only and are not to be construed as limiting the generality of the group.

	Restricted Taxa	Examples of Animals
1	<i>Non-human Primates</i>	apes, lemurs, gorillas, monkeys
2	<i>Canidae</i>	dingos, raccoon dogs, African wild dogs, coyotes, jackals, foxes, wolves; excludes domestic dogs
3	<i>Felidae</i>	lions, jaguars, cheetah, tigers, cougars, lynx, bobcats, ocelots, servals, leopards; excludes domestic cats
4	<i>Ungulata</i>	camels, hippopotamus, rhinoceros; excludes domestic goats, sheep, pigs, cattle, horses, llamas, alpacas, mules and donkeys
5	<i>Rodentia</i>	beavers, porcupines, squirrels, gophers; excludes domestic hamsters, guinea pigs, chinchillas, gerbils, rats, and mice
6	<i>Edentata</i>	anteaters, armadillos, sloths
7	<i>Mustelidae</i>	badgers, skunks, otters, wolverines, weasels; excludes, de-scented skunks and domestic ferrets, minks, and ermines
8	<i>Chiroptera</i>	bats
9	<i>Ursidae</i>	bears
10	<i>Viverrids</i>	civets, genets, meerkat, mongooses
11	<i>Hyaenidae</i>	hyenas
12	<i>Cetaceans</i>	dolphins, porpoises and whales
13	<i>Proboscidae</i>	elephants, including Asian and African
14	<i>Lagomorpha</i>	hares, pikas, rabbits; excludes domestic rabbits
15	<i>Insectivora</i>	hedgehogs, moles, shrews; excludes African pygmy hedgehogs
16	<i>Marsupialia</i>	kangaroos, wombats, opossums; excludes sugar gliders
17	<i>Strigiformes</i>	owls
18	<i>Crocodylia</i>	alligators, caimans, crocodiles
19	<i>Procyonids</i>	raccoons, coatis, coatimundi
20	<i>Pinnipedia</i>	seals, walrus
21	<i>Other</i>	all venomous or poisonous spiders, scorpions, insects, fish, amphibians (including frogs), lizards, turtles, snakes and other reptiles.