

STS'AILES

Animal Protection and Control Law



Dated for Reference: September 24, 2019

Final Draft

Table of Contents

Preamble - The Creation Story.....	3
PART I. PRINCIPLES.....	4
PART II. NAME.....	4
PART III. PURPOSE AND APPLICATION.....	4
PART IV. DEFINITIONS & INTERPRETATION.....	5
PART V. NUMBER OF PETS PER HOUSEHOLD.....	9
PART VI. ANIMAL POPULATION CONTROL.....	9
PART VII. LICENSING.....	9
PART VIII. ANIMAL CONTROL.....	11
PART IX. AGGRESSIVE OR DANGEROUS ANIMALS.....	12
PART X. ANIMAL CARE.....	13
PART XI. KEEPING OF POULTRY AND LIVESTOCK.....	15
PART XII. EXOTIC ANIMALS.....	16
PART XIII. BURIALS.....	16
PART XIV. SEIZURE AND IMPOUNDMENT.....	16
PART XV. ORDER TO DESTROY AN ANIMAL.....	18
PART XVI. DESTROYING AND DISPOSING OF ANIMALS.....	18
PART XVII. DISEASED ANIMALS.....	18
PART XVIII. ENFORCEMENT AND OFFENCES.....	19
PART XIX. IMMUNITY.....	21
PART XX. AMENDMENT.....	22
PART XXI. GENERAL PROVISIONS.....	22
SCHEDULE A.....	24
SCHEDULE B.....	25
SCHEDULE C.....	26
SCHEDULE D.....	27

Preamble - The Creation Story

*In the beginning, the Sun and Moon fell in love;
they sent their emotions and feelings towards each other and where those
feelings met was where Mother Earth was created.*

*In the beginning, the world was covered with water and through time and
evolution some beings took different shape and form:*

*Some became the winged;
Some became the four-legged fur bearing;
Some became the plant people and root people;
Some became the ones that swim in the rivers and oceans;
And some became the humans.*

*Early in time, we, the humans, were the weakest,
and we needed the most help to survive.*

*All our relations felt sorry for us; they took pity on us.
An agreement was made where they agreed to give themselves to us, for:*

- * Food,*
- * Shelter,*
- * Clothing,*
- * Utensils, and*
- * Medicine.*

The only thing they asked for in return was to:

- * Be respected;*
- * Be remembered;*
- * Only take what we need;*
- * Share with those that are less fortunate; and*
- * To not gather or harvest at certain times and places to allow them to
reproduce.*

*Before we gather, harvest or hunt, we say a prayer of forgiveness and a prayer of
thanks to "All Our Relations" for taking their life to feed our family, we commit
to use everything, and we will share with those that are less fortunate.*

*In honouring this sacred agreement, we are the Stewards of the Land,
Environment, the Winged, the Four-legged, the Plants, and the Ones that
Swim in the rivers and oceans.*

All My Relations

PART I. PRINCIPLES

A Law to provide for the protection and control of domestic Animals within Sts'ailes Lands

WHEREAS

- A. We as Sts'ailes people inherited rights and responsibilities to inhabit and steward Xa'xa Temexw (our sacred lands) from our ancestors who have instilled deeply rooted values about respect for all living things;
- B. We, as Sts'ailes, function as a whole in accordance to our Snowoyelh (our traditional laws);
- C. We have an inherent right to self-government which emanates from our people, culture and lands, and which is recognized and affirmed by section 35 of the *Constitution Act 1982*;
- D. We have taken back our unextinguished right to control and manage our Sts'ailes Lands and resources pursuant to the *Framework Agreement on First Nation Land Management* and have enacted the *Xa'xa Temexw Te Sts'ailes Land Code, verified on April 19, 2018 (the Land Code)*;
- E. Pursuant to *the Land Code*, our Chief and Council is authorized to pass various laws relating to lands, including laws relating to animal Protection and Control; and
- F. Sts'ailes Chief and Council has 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 Sts'ailes Lands,

NOW THEREFORE BE IT RESOLVED THAT the *Sts'ailes Animal Protection and Control Law, 2019* (the "Law") is hereby enacted as a Law of Sts'ailes.

PART II. NAME

- 2.1 This Law may be cited as the Sts'ailes Animal Protection and Control Law (SAPCL).

PART III. PURPOSE AND APPLICATION

Purpose

- 3.1 The purpose of this Law is to provide for the safety, well-being and control of the animals, and the protection of all Persons on Sts'ailes Lands.

Application

- 3.2 The provisions of this Law apply to all Sts'ailes Lands, as defined in the Land Code.

Authority

3.3 Authority

- a) The Lands Office is responsible for implementing this Law and will have all powers necessary to give effect to this Law.
- b) From time to time, the Lands Office may contract, or may direct Sts'ailes to contract, with enforcement and animal protection services, including but not limited to the B.C Society for the Prevention of Cruelty to Animals (SPCA), or other related Provincial and Federal Institutions to enforce this Law or to take custody of animals whose conduct violates this Law. The Lands Office may also delegate any part of its authority under this Law to other Persons.
- c) The Lands Office may, from time to time, refer to Chief and Council for guidance and advice on the implementation of this Law.

Non-Derogation

- 3.4 No provisions of this Law, or any communications, negotiation or engagements carried out pursuant to it, does, or may be deemed to, prejudice, limit, abrogate or derogate from any of Sts'ailes' Indigenous Title, Rights or interests.

PART IV. DEFINITIONS & INTERPRETATION

- 4.1 In this Law, the following definitions apply; unless the context does not permit, these words have the following meaning:

“Aggressive Animal” means an animal that meets any one or more of the following conditions:

- a) an animal 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) an animal that, while running at large, has bitten, killed or caused injury to a domestic animal;
- c) an animal that, while running at large, has aggressively pursued or harassed a Person, a vehicle, or a domestic animal;
- d) an animal owned or harbored primarily, or in part, for the purpose of fighting or an animal trained for fighting;
- e) a dangerous animal; and
- f) an animal that has been found to be dangerous or aggressive by the Animal Control Officer or designate under this Law, or by another local government or by a court;

“Allocated Lands” means:

- a) **“Certificate of Possession”** means an interest in Sts'ailes Land approved, created, granted or issued pursuant to the *Indian Act*, and existing of the date that the Land Code comes into force, or pursuant to this Land Code, approved, created, designated or issued; and
- b) **“Use and Occupancy”** means a Member has the right to use and occupy Sts'ailes Land for residential purposes but does not include title to that Sts'ailes Land;

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

“Animal” means any member of the animal kingdom, other than a human. This includes furbearing animals, Exotic Animals, household Pets (domestic and companion animals), Poultry, Livestock and Wildlife;

“Animal Control Officer” means a Person appointed or engaged by the Lands Office to administer and/or enforce the provisions of this Law and includes the Sts’ailes Compliance and Enforcement Officer, officers of the Royal Canadian Mounted Police and any special Provincial Constable of the SPCA;

“Animal Health” means good condition and freedom from illness and injury. Veterinary examination, vaccination, sterilization, and deworming are examples of animal healthcare. Animal health is a component of animal welfare;

“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 on Sts’ailes Community Lands or allocated lands, other than the premises of the owner of the animal, while not contained or not on a leash under direct and continuous control by a responsible Person;

“Council” means the elected Chief and Council of Sts’ailes;

“Dangerous Animal” means any animal that:

- a) according to the records of Sts’ailes has killed or seriously injured any Person;
- b) has killed or seriously injured a Domestic Animal;
- c) an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a Person, or;
- d) while on Sts’ailes Community Lands, or allocated lands, other than property occupied by the Person responsible for the animal, has killed seriously injured a domestic animal;

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

“Dog” means any animal of the canine species and, for the purposes of dog licensing pursuant to Sections 1 to 15 of this law, excludes any dog under the age of four (4) months;

“Dog Enclosure” means a structure that satisfies each of the following criteria:

- a) is comprised of wire or steel mesh, designed to prevent the entry of a child or the escape of a dog;
- b) has a secure top attached to all sides of the enclosure;
- c) is of at least 1.8m in height;
- d) has a self-closing gate that can be locked;
- e) forms a confined area with no sides in common with a perimeter fence;
- f) meets any necessary requirements for an accessory structure contained within any applicable Municipal or Regional District bylaws or other regulations; and
- g) Is sufficient for the health and safety of such animal(s);
- h) has a concrete floor, or has sides which are embedded no less than 60cm into the ground would be preferred;

“Enclosure” means a house, building, fenced area or structure in which one (1) 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 in Schedule D of this Law, whether bred in the wild or in captivity, and includes any hybrid of such animals with a domesticated species;

“Household” means:

- a) a single family dwelling;
- b) a unit in a duplex;
- c) a unit in a triplex;
- d) a unit in a fourplex;
- e) other Sts’ailes Rental Property;
- f) individually owned home;

“Human Destruction” or “Humanely Destroy” refers to when, under the supervision of an Animal Control Officer, and animal is either killed instantly or rendered insensible until death ensues, without pain, suffering or distress;

“Feral Dog” means a dog that has not interacted with humans for the majority of its life, especially during the critical puppy development phases;

“Impound” means the seizing or capturing of an animal by an Animal Control Officer;”

“Lands Office” means the Lands Office of Sts’ailes;

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

“License Year” means the period of April 1 to March 31 in any given year;

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

“Member” means a Person whose name is shown on the Sts’ailes Membership List or whose name is entitled to be on the Sts’ailes Membership List;

“Nuisance Animal” means an animal that is ownerless, running at large, is not in continuous charge of a competent Person, is creating a disturbance, or is foraging through garbage containers; that includes any dog;

- a) that has been impounded 3 times within the previous 24 months;
- b) for which the owner of the dog has been found liable for 3 or more tickets issued by an Animal Control Officer within the previous 24 months; or
- c) for which the total number of impounds and tickets for which they have been found liable, totals 3 within the previous 24 months;

“Owner” means any Person older than eighteen (18) years of age:

- a) to whom a license for a dog has been issued pursuant to this Law;
- b) who owns, is in possession of, or has the care or control of any animal; or who harbours, shelters, permits or allows any animal to remain on or about the owner’s land or premises;

“Pet” means any common domesticated animal other than Exotic Animals, Wildlife, Livestock or Poultry kept within a residence or on real property;

“Poultry” means any fowl including, but not limited to, a chicken, turkey, duck, goose, swan, pigeon, dove, or peafowl;

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

- a) is the Owner of such animal; or
- b) is keeping, harboring, or sheltering such animal;

“Seize” includes impound and detain;

“Species Individual” in relation to an exotic animal, means a single live member of the species at any developmental stage;

“Sts’ailes” means the collective of those individuals who recognize each other as members of a community traditionally connected to Sts’ailes Lands, and which is also a First Nation within the meaning of the *Framework Agreement*;

“Sts’ailes Community Lands” means any Sts’ailes reserve in which all Members have a common interest, and which is not subject to a CP or Use and Occupancy;

“Sts’ailes Lands” means Sts’ailes IR#5 and Sts’ailes IR#6 reserve lands as described in the *Xa’xa Temexw Te Sts’ailes Land Code*;

“Unaltered Dog” means a dog that is not spayed or neutered; and

“Unlicensed Dog” means any dog over the age of four months that is not licensed by any outside agency or is not wearing a current valid dog license tag.

“Wildlife” means living things and especially mammals, birds and fish that are neither human nor domesticated. Animals living in their natural habitat and not within the possession or control of humans.

4.2 General Interpretation

- a) Our Snowoyelh, our traditional laws, apply to the interpretation of this Law.
- b) Unless otherwise expressly provided, the structures, organizations, bodies, principles and procedures established or used in this Law will be guided, interpreted and carried out in accordance with the culture, traditions and customs of Sts’ailes.
- c) The headings of parts and sections of this Law have been inserted as a matter of convenience and for reference only, and in no way define or limit any of its provisions.
- d) A word in the singular form may be read in the plural form if the context allows it, and a work in the plural form may be read in the singular form if the context allows it. All genders are included in any gender expressed.

- e) The words “include”, “includes” and “including” are to be read as if they are followed by the phrase “without limitation”.
- f) Any reference to a statute means that statute and regulations made under it, all as amended or replaced from time to time.

4.3 Schedules

The following Schedules form part of and are integral to this Law:

- a) Schedule “A” – License Fees
- b) Schedule “B” – Impound and Boarding Fees
- c) Schedule “C” – Miscellaneous Fees
- d) Schedule “D” – Prohibited Exotic Animals”

PART V. NUMBER OF PETS PER HOUSEHOLD

5.1 General

Subject to Part 9 and any other stringent requirements outlined in other Sts’ailes Laws, a Person must not keep or allow to be kept on Sts’ailes Land more than four (4) Pets over the age of five (5) months old per Household, except in the lawful operation of a Breeding Kennel, as permitted pursuant to this Law and Sts’ailes Zoning Law.

5.2 Despite section 5.1:

- a) any person who, on the date this Law comes into effect is the Owner of more than four (4) Pets, subject to the rest of this Law, is entitled to keep each of these Pets until the Pet is deceased or is no longer in the possession of the person.

PART VI. ANIMAL POPULATION CONTROL

6.1 General

- a) Each Owner of an animal must ensure that such animal is spayed or neutered within four (4) to six (6) months of age
- b) Unless the Owner is intentionally breeding, the cats/dogs produce kittens/puppies for breeding.

PART VII. LICENSING

7.1 Licensing Requirements

A Person must not keep or allow to be kept any animal over four (4) months of age unless a valid license has first been obtained for that current term from the Lands Office

7.2 License Application

- a) Every Owner of an animal must make an application to the Lands Office for a license on the form provided by the Lands Office and pay the fee set out in Schedule "A".
- b) Upon receipt of the application and payment of the prescribed fee, the Lands Office may issue a numbered license tag for the current license period.
- c) The Lands Office may reduce the prescribed fee if evidence of shots being up-to-date is filed along with the license application.

7.3 License Refused

If a Person has abandoned an animal, or been responsible for the impoundment of an animal, the Lands Office may refuse to grant or renew a license to such Person until such time as the Lands Office, in its sole discretion, believes that the Person has become capable for an animal and abiding by this Law.

7.4 Expiration

Every license and corresponding license tag issued under this Law will expire on the 31st day of March, concurrent to the Chief and Council Election Year. To renew a license and license tag, the Owner must submit an application to the Lands Office by March 31st of that year.

7.5 License Tag

Every animal Owner must ensure that a valid license tag is displayed on the animal at all times by affixing it to the animal by collar, harness or other suitable device.

7.6 Change of Address

Where an Owner has a change of address within the area of application for this Law, the Owner must, within thirty (30) days, notify the Lands Office and pay the applicable license transfer fee set out in Schedule "A".

7.7 Other Jurisdictions

Where an animal has been duly licensed in another municipality or regional district, that license will be valid on Sts'ailes Lands upon registration of such animal with the Lands Office and payment of the license transfer fee set out in Schedule "A".

7.8 Replacing License Tags

Where an animal tag is lost, stolen or is otherwise rendered unusable, the Owner must promptly make application to the Lands Office to replace the license tag and pay the license tag replacement fee set out in Schedule "A".

7.9 Age Limit

A license must not be issued to, or in the name of, and Person under the age of eighteen (18).

7.10 Non-Transferable

Every license and corresponding license tag issued under this Law is valid only in respect of the animal for which it was issued, as described on the license application, and is not transferable to any other animal.

PART VIII. ANIMAL CONTROL

8.1 Prohibited Noise

An Owner must not permit or allow his or her animal to howl, bark, and/or crow or make any noise that unreasonably disturbs Persons in the neighbourhood or vicinity:

- a) for a period of ten (10) or more minutes; or
- b) in an outdoor area between the hours of 9:00 pm and 7:00 am.

8.2 Specific Prohibitions

An Owner must not permit or allow any animal, which they are responsible to:

- a) be at large;
- b) trespass on allocated lands, within Sts'ailes Community Lands or an area defined by Sts'ailes zoning and other laws as an area where such animal is not permitted;
- c) be on allocated land where such animal is not contained, either by a fence and a gate, an Enclosure or other effective containment mechanism, unless such animal is under the immediate control of a Responsible Person;
- d) to be in Sts'ailes Community Lands or Allocated Lands unless such animal is kept on a leash not exceeding three (3) meters in length and is under the immediate control of a Responsible Person;
- e) attack, bite, kill or cause injury to a Person or Domestic Animal; or
- f) aggressively pursue or harass a Person, vehicle, or Domestic Animal.

8.3 Defecation

Any Owner or Person Responsible for the care, control or custody of an animal, must not permit or allow the animal to defecate on Sts'ailes Community Land or Allocated Land other than the Allocated Land held by the owner of the animal without removing the excrement and disposing of it in a sanitary manner.

8.4 Seizure

An Animal Control Officer may seize any animal that is unlicensed or found at large or in a manner or location contrary to this Law.

8.5 Animals in Heat

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

PART IX. AGGRESSIVE OR DANGEROUS ANIMALS

9.1 Report on Aggressive Animals

Where, in the opinion of an Animal Control Officer, an animal has been involved in an incident in which it was an Aggressive Animal, the Animal Control Officer must submit a written report of the incident to the Lands Office.

9.2 Notice of Aggressive Animal

If in the opinion of the Lands Office, grounds exist to consider the animal as an Aggressive Animal under this Law, the Lands Office will deliver a letter to the Owner confirming that Sts'ailes considers such animal to be an Aggressive Animal and advising the Owner of the requirements for confining, identifying and restraining Aggressive Animals under this Law.

9.3 Right to Appeal

Where an animal has been deemed to be an Aggressive Animal pursuant to this Law, the Owner of the animal may appeal the classification, in writing to the Lands Office, within ten (10) days of receipt of the letter sent pursuant to section 9.2. The Lands Office will review the Owners submissions, the written report of the Animal Control Officer and any other materials deemed relevant and will then determine whether Sts'ailes will continue to deem the animal an Aggressive Animal.

9.4 Requirements for Aggressive Animals

Every Owner of an Aggressive Animal must:

- a) at all times while the animal is on the premises occupied by the Owner, keep the animal securely confined indoors or in an Enclosure;
- b) at all times while the animal is off premises occupied by the Owner, keep the animal;
 - i. on a leash not exceeding three (3) meters 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) implant a microchip into the shoulder/neck area of the Aggressive Animal for identification purposes. The Owner will be required to pay the corresponding microchip implant fee, and provide proof of implantation to the Lands Office for file.
- d) scan a previously implanted microchip for identifying purposes on the Aggressive Animal; and
- e) provide a photo of the Aggressive Animal to the Lands Office within seven (7) business days of the animal being designated as an Aggressive Animal.

9.5 Humane Destruction

Where the Owner of an Aggressive Animal requests that the animal be destroyed, an Animal Control Officer may arrange to have the animal Humanely Destroyed. In such cases, the Owner must sign a form for the release of the animal to Sts'ailes for the purposes of Humane Destruction. The Owner will be required to pay the corresponding fee.

9.6 Dangerous Animals

In addition to the above conditions, a Dangerous Animal may also be dealt with by Sts'ailes in accordance with the provisions of this Law.

PART X. ANIMAL CARE

10.1 Diseases

An Owner must not keep an animal suffering from an infectious or contagious disease within Sts'ailes Lands unless the animal is:

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

10.2 General Care

A Person must not keep any animal within Sts'ailes Lands unless the animal is provided with:

- a) sufficient space for the animal's well-being;
- 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 Office, acting reasonably.

10.3 Animals Wastes

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

10.4 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.

10.5 Enclosed Spaces

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

10.6 Prohibited Means of Securing Animals

A Person must not keep an 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.

10.7 Prohibited Confinement

A Person must not keep any animal hitched, tied or fastened to a fixed object, such as a tree, post, trolley line or run-line as the primary means of confinement.

10.8 General Prohibitions

Unless otherwise authorized by applicable zoning laws or other 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 Animals 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 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.

10.9 Mothers and Litters

An Owner of a female dog that has delivered one (1) or a litter of puppies with 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.

10.10 Indoor and Outdoor Areas

Every Owner must include, for each individual dog, both an indoor and 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) Exercise area must comply with the following requirements:
 - i. Be large enough to allow each dog being kept to break into a trot;

- ii. Fully enclosed by a sturdy fence with a minimum height of 1.8 meters, which is capable of keeping any of the dogs from escaping; or
- iii. A trolley line or run line may be used as a form of exercise but may not be the sole means of confinement as outlined in section 10.7;
- iv. Be a public area on which animals are permitted and which is accessible to the animal and its Responsible Person on a regular and daily basis.

PART XI. KEEPING OF POULTRY AND LIVESTOCK

11.1 Keeping of Animals

Except as outlined in this section, the keeping of animals other than as household Pets is prohibited within Sts'ailes Lands. The keeping of animals, when permitted, must comply with the following restrictions:

- a) on parcels of less than 400 m² in area, keeping of Livestock, small Livestock or farmed fur bearing animals will not be permitted;
- b) on parcels greater than 400 m² and less than 1,500m² in area, keeping of animals must be limited to five (5) small Livestock and Poultry. Roosters must be kept inside sound resistant buildings between 7:00 pm and 7:00 am;
- c) on parcels greater than 1,500 m² and less than 2,500 m² in area keeping of animals must be limited to ten (10) small Livestock and Poultry. Roosters must be kept inside sound resistant buildings between 7:00 pm and 7:00 am.

11.2 Buildings or Structures

Accessory buildings or structures used to shelter or house animals, with the exception of household Pets must, unless exempted by the Animal Control Officer, be situated:

- a) a minimum of 15.45 meters (50 feet) from any building used for residential purposes located on the same parcel;
- b) a minimum of 15.24 meters (50 feet) from any front, side, or rear lot line of the parcel it occupies; and
- c) a minimum of 30.48 meters (100 feet) from all wells and streams.

11.3 Running at Large

No keeper of animals shall allow their animals to run at large.

11.4 Confinement

Livestock, small Livestock and farmed fur bearing animals when outside of buildings must be kept enclosed within secure fences, corrals or pens sufficient to retain them. This does not include Livestock that are under permits that allows grazing on Sts'ailes Lands.

11.5 Aviaries

Aviaries for tropical birds must not be located on parcels with an area of less than 1 hectare and must include facilities for keeping the birds in sound resistant buildings between 7:00 pm and 7:00 am.

11.6 Farmed Fur Bearing Animals

Farmed fur bearing animals must not be kept on a parcel with an area less than 2 hectares.

11.7 Bee Hives

No Person shall keep beehives on a parcel of land which has an area of less than .61 hectares (one and one-half acres).

PART XII. EXOTIC ANIMALS

12.1 Exotic Animals

- a) No Person shall possess or keep in any area, temporarily or permanently, and Exotic Animal, Refer to Schedule D for a list of Exotic Animals.
- b) An Animal Control Officer may seize any Exotic Animal on Sts'ailes Lands.

PART XIII. BURIALS

13.1 Burials

All animals that are to be buried on Sts'ailes Lands must be buried in the designated area outlined in the Land Use Plan within a depth of three (3) feet (91.44 centimeters) within soil;

13.2 Carcass Removal

Where an Owner of a deceased animal requests that an Animal Control Officer remove the carcass of an animal from their Allocated Lands, the Owner shall pay the fee set out in Schedule "C" and pay the full costs and expenses of incineration or burial of the carcass.

13.3 Illegal Dumping

No animal is to be disposed or dumped on Sts'ailes Community Lands including but not limited to the backroads, beachfronts or sloughs.

PART XIV. SEIZURE AND IMPOUNDMENT

14.1 Seizure

An Animal Control Officer may seize any animal that is unlicensed or that is acting contrary to this Law, and any animal held or kept in conditions contrary to this Law.

14.2 Impoundment

Where an animal is impounded pursuant to this Law:

- a) an Animal Control Officer must make reasonable effort to determine the Owner of the animal and to notify the Owner 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, the Animal Control officer must post a notice on the public notice board at the Sts'ailes Administration Office and/or on the Sts'ailes 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 the animal if it is wearing a license tag, contact information can be found in the license information for such animal;
- d) 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 Sts'ailes may recover the actual cost of such treatment plus a 25% administrative charge and an extra fee payable by the Owner of the animal or by a Person adopting the animal;
- e) the Owner must recover the animal from the place of impoundment 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";
- f) the impoundment fees for an unlicensed animal will be double the fees for a licensed animal as set out in Schedule "B", plus the cost of a license for such animal;
- g) The impoundment fees will increase as prescribed in Schedule "B" for each impoundment of the same animal in a twenty-four (24) month period;
- h) regardless of whether an animal is licensed or unlicensed, the impoundment fee for the animal that is deemed an Aggressive Animal or a Nuisance Animal will be the fee set out in Schedule "B"; and
- i) Sts'ailes may provide for the adoption, transfer to another facility or Humane Destruction of an animal that is not collected by the Owner within ninety-six (96) hours from the time of impoundment.

14.3 General Prohibitions for Impounded Animals

The Person must not take, remove or release, or assist in the taking, removing or releasing, of any animal impounded by Sts'ailes without first obtaining the consent of an Animal Control Officer and paying all fees relating to the impound of the animal.

14.4 Impoundment of Aggressive Animals

The Owner of an Aggressive Animal that has been impounded pursuant to this Law may only reclaim the animal upon application to an Animal Control Officer with the following:

- a) evidence of Ownership of the Aggressive Animal;
- b) payment of applicable fees set out in Schedule "B"; and
- c) delivery to an Animal Control Officer of an executed statement in the form prescribed from time to time.

PART XV. ORDER TO DESTROY AN ANIMAL

15.1 Destruction of Dangerous Animals

On being satisfied that an animal is a Dangerous Animal, an Animal Control Officer may have the animal Humanely Destroyed.

15.2 Cost

An Owner whose animal has been destroyed pursuant to this 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 Sts'ailes until paid in full.

15.3 Consent to Euthanasia

An Owner who requests that their animal be Humanely Destroyed or other disposed of by an Animal Control Officer, the Owner must sign the form of Consent to Euthanasia established by the Lands Office.

PART XVI. DESTROYING AND DISPOSING OF ANIMALS

16.1 Method of Destruction

A Person who destroys an animal under this 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 Sts'ailes.

16.2 Critical Injuries

If an animal is critically injured and the Owner is not available for such a decision and Animal Control Officer may Humanely Destroy the animal.

PART XVII. DISEASED ANIMALS

17.1 General

- a) When a complaint is made to the Lands Office 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 a veterinary examination demonstrates the animal is suffering, the Animal Control Officer may order the Owner to have the animal treated or Humanely Destroyed and incinerated.

PART XVIII. ENFORCEMENT AND OFFENCES

18.1 General

No Person shall obstruct, interfere with or hinder the Lands Office, an Animal Control Officer, or any authorized employee, officer or agent in the carrying out of their duties and responsibilities under this Law.

18.2 Right to Enter

For the purpose of this Law, an Animal Control Officer may enter any lands on Sts'ailes Lands during reasonable hours if the Animal Control Officer:

- a) is acting under this 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.

18.3 Right to Search

Subject to section 18.4 to 18.7 an Animal Control Officer may enter and search any place, except a place that is occupied as a private dwelling and/or structure, and seize an animal, if the Animal Control 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.

18.4 Considerations

Before exercising a power under section 18.3, 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.

18.5 Exercising Powers

An Animal Control Officer may enter a place to exercise the power under section 18.3:

- a) with the consent of the owner or occupier of the place;
- b) in accordance with a written authorization from Council under section 18.7; or
- c) if the circumstances referred to in section 18.3 apply, in accordance with that section.

18.6 Police Officers

For the purposes of section 18.3, and Animal Control Officer who is not a police officer must be accompanied by a police officer.

18.7 Right to Seize

An Animal Control Officer exercising authority to enter premises under section 18.3 must be accompanied by a police officer when exercising that authority.

18.8 Police Officer for Seizure

An Animal Control Officer exercising authority to enter premises under section 18.7 must be accompanied by a police officer when exercising that authority.

18.9 Offences

Every Person who:

- a) violates or causes or allows any of the provisions of this Law to be violated;
- b) fails to comply with any of the provisions of this Law, or any other applicable law; or
- c) neglects or refrains from doing anything required under the provisions of this Law,

shall be deemed to have committed an offence under this Law and shall be liable to a fine or imprisonment, or both a fine and imprisonment, not exceeding the maximum allowed under the Land Code, and each day such violation is caused or allowed to continue constitutes a separate offence.

18.10 Types of Offences

Without limiting the generality of this section 18.10, shall be an offence under this 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 and in such a 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 Sts'ailes 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 harbours four (4) dogs and/or cats combined in contrary to section 4.1 and 9.8;
- 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 with 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.

18.11 Violation Tickets

- a) an Animal Control Officer may issue a ticket for any offence under this Law;
- b) any Person issued a ticket under this Law will be required to pay the amount set out in that ticket;
- c) a Person seeking to appeal a ticket issued under this Law may apply in writing to the Lands Office;
- d) the Lands Office may, after considering a Person's application to appeal a ticket and acting reasonably, waive the ticket, reduce the fine, or enforce the ticket; and

- e) after consideration of an application to appeal the ticket, the Lands Office will notify the applicant in writing of its decision, which decision will be final and binding.

PART XIX. IMMUNITY

19.1 General

No action for damages lies or may be instituted against present or past Council, the Lands Office, an Animal Control Officer, or members, employees, or agents or representatives of either Sts'ailes 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.

19.2 No Defense

Section 17.1 does not provide a defense 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 willful misconduct; or
- b) the cause of action is libel or slander.

19.3 No Liability

None of Sts'ailes, present or past Council, Lands Office, or members, employees, representatives or agents of Sts'ailes or Council are liable for any damages or other loss, including economic loss, sustained by an 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 Law or any other Sts'ailes law, or from the neglect or failure, for any reason or in any manner, to enforce this Law or any other Sts'ailes law.

19.4 Limited Period

Subject to sections 19.1 and 19.3, any actions against Sts'ailes (including its employees, representatives or agents, and Council) for the unlawful doing of anything that:

- a) is purported to have been done under its powers conferred by this Law or any Sts'ailes law; and
- b) might have been lawfully done if acting in the manner established by law, must be commenced within six (6) months after the cause of action first arose.

19.5 Required Notice

Sts'ailes is in no case liable for damages unless notice in writing is delivered to Sts'ailes within two (2) months from the date on which the alleged damages occurred, setting out the time, place and manner of the incidence. In case of the death of a Person, 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) Sts'ailes has not been prejudiced in its defense by the failure or insufficiency.

PART XX. AMENDMENT

20.1 General

Subject to sections 20.3 and 20.4, this Law may only be amended in the manner provided in the Land Code.

20.2 Regular Reviews

Sts'ailes will review and, if appropriate, amend this Law in accordance with section 20.1 every five (5) years, or whenever Council determines, in its sole discretion, that this Law should be reviewed and, if appropriate, amended.

20.3 Scheduled Amendments

The Lands Office may, from time to time, propose an amendment to schedule to this Law, which amendment will become effective on approval by Council.

20.4 Minor Amendments

Council may, from time to time, pass a resolution authorizing minor amendments to this Law for any of the following purposes:

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

PART XXI. GENERAL PROVISIONS

21.1 Compliance with other Laws.

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

21.2 Severability

In the event that all or any part of any section of this Law are found by a court of competent jurisdiction to be invalid, such section shall be severable, and the remaining portions and sections of this Law shall remain in full force and effect.

21.3 Orders

An order made pursuant to this Law will have immediate effect.

21.4 Coming into Force

This Law will come into force and effect on the date that it is duly passed by Sts'ailes Council in accordance with the process outlined in the Land Code.

BE IT KNOWN that this Law is entitled the *Sts'ailes Animal Protection and Control Law, 2019* and is hereby enacted by a quorum of Council of Sts'ailes held on _____, 2019

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Quorum consists of FIVE Council Members

SCHEDULE A

LICENSE FEES

CATEGORY	FEE
Unaltered Animal	\$ 50.00
Altered Animal	\$ 10.00
Nuisance Animal	\$100.00
Aggressive Animals	\$200.00
License Transfer	\$ 5.00
License Tag Replacement	\$ 5.00

SCHEDULE B

IMPOUND AND BOARDING FEES

PER the B.C Society for the Prevention of Cruelty to Animals (SPCA) FEE SCHEDULE

A. IMPOUND FEES

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

Licensed animal – First Impoundment	\$ 40
Licensed animal – Second Impoundment	\$ 80
Licensed animal – First Impoundment	\$ 140
Unlicensed animal – as per subsection 10.2 (g) of this Law	

Fees for Aggressive and Nuisance Animals:

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

Fees for Poultry and Livestock:

Poultry	\$ 40
Livestock	\$ 100

B. DAILY BOARDING FEES

Pet animal	
For the 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 Sts'ailes, plus a 25% administration fee shall be charged, on top of any fees mentioned in sections A and B above, for any animal impounded.

***The fees stated here are meant to be a guide. The SPCA may change their fees without notice**

SCHEDULE C
MISCELLANEOUS FEES

Adoption Fees	\$ 100
(per the B.C Society for the Prevention of Cruelty to Animals (SPCA) Fee Schedule)	
Carcass Removal	\$ 25
(plus actual cost of incineration if applicable)	

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 included 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>	bush dogs, 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 , descended 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 Other	All venomous or poisonous spiders, scorpions, insects, snakes. Excludes , non-venomous or poisonous spiders, insects, amphibians, lizards, turtles, snakes and other reptiles.