SEABIRD ISLAND
DOG LICENSING AND ANIMAL MANAGEMENT LAW, 2015

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WHEREAS Seabird has traditional laws and teachings including:

Éy kws hákw'elestset te s'í:wes te siyólexwálh,
Xaxastexw te mekw'stam,
Éwe chexw qelqelit te mekw'stam lóy kw'es li hokwex yexw lamexw kwú:t,
S'ólh téméxw te íkw'élò xólhmet te mekw' stám ít kwelát

AND these cannot be exactly translated into English but they include the following concepts:

It is good to remember the teachings of our ancestors;
Respect all things;
Don't waste, ruin, destroy everything, only take what you need;
This is our land we have to take care of everything that belongs to us;

WHEREAS Seabird Island ("Seabird") has 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*;

AND Seabird has taken over control and management of Seabird Reserve lands and resources pursuant to the *Framework Agreement on First Nation Land Management* and has enacted Seabird Band *Land Code* effective the 1st day of September, 2009;

AND under Seabird Island Band *Land Code,* Seabird Council is authorized to pass various laws relating to lands including laws relating regulation and use of Seabird Lands, laws relating to permits and licenses under section 7.1 of the Code;

AND Council passed an interim version of this Law on July 23, 2015 to deal with urgent animal management and community protection issues and now wishes to pass this Law as a regular Law;

AND Council wishes to implement a Law to regulate animals, protect citizens and property, encourage responsible pet ownership and prevent cruelty to animals;

NOW THEREFORE this *Seabird Island Dog Licensing and Animal Management Law, 2015* is hereby enacted at a duly convened meeting as a Law of Seabird Island.

PART 1. NAME

1.1 This Law may be cited as the *Seabird Island Dog Licensing and Animal Management Law, 2015*.

PART 2. PURPOSE

2.1 The purpose of this Law is:

(a) to regulate Pets and potentially dangerous domestic animals on Seabird Lands;
(b) to protect citizens and property;
(c) to ensure Members and residents can enjoy their Pets without causing danger or disruption to other Members and residents;
(d) to promote responsible Pet ownership; and
(e) to prevent cruelty to animals.

PART 3. WHERE THIS LAW APPLIES

3.1 The provisions of this Law apply to the whole area of the Reserve and Seabird Lands as defined in Seabird Island Band Land Code.

PART 4. DEFINITIONS

4.1 For the purposes of this Law, terms have the same definitions as in the Land Code;

4.2 For the purposes of this 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 attacked, bitten or caused injury, with or without provocation, 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 or domestic animal;
(d) a Dog with a known propensity to attack or injure a person without provocation;
(e) a Dog owned or harboured primarily, or in part, for the purpose of Dog fighting or a Dog trained for Dog fighting;
(f) a Dangerous Dog; and
(g) a Dog that has been determined to be dangerous or aggressive under this law, or a previous bylaw, by another local government, or by a court;

"Animal Control Officer" means any person appointed by Council as an Animal Control Officer and includes a bylaw enforcement officer or peace officer;

"Breeding Kennel" means a kennel which meets all required health, safety, and zoning standards and requirements under all applicable laws and which may contain Dogs up to the specified maximum number for breeding purposes;

"Cat" means any domestic animal of the feline species;

"Dangerous Dog" means a Dog that:
(a) has killed or seriously injured a person;
(b) has killed or seriously injured a domestic animal, while in a public place or while on private property, other than property owned or occupied by the person responsible for the dog, or
(c) an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a person.

"Dog" means any domestic animal of the canine species;

"Dog or Cat Daycare" means providing Dog walking, Dog or Cat sitting, or Dog or Cat care services for Dogs or Cats owned by other Owners;

"Dog or Cat Grooming" means providing grooming, cutting, trimming or other aesthetic services to Dogs or Cats;

"Dwelling Unit" means one or more habitable rooms or structures intended or used for the residential housing;

"Enclosure" means a structure at least 1.8 meters in height having a solid floor and wire or steel mesh sides

and roof, and a locked gate, constructed to prevent the entry of children or the escape of a Dog;

"Exotic Pet" means any animal, other than a Cat, Dog, Livestock or Poultry, kept as a Pet or domestic animal that:

(a) is non-indigenous to the Seabird or Agassiz area or would ordinarily be considered a wild animal; and
(b) is potentially harmful or poisonous (including but not limited to, wild canines such as wolves, wild felines such as tigers, large or venomous spiders, large or venomous snakes, and crocodiles and alligators, etc. but not including hamsters, gerbils, rabbits, chinchillas, and similar small rodent-like pets);

"License Year" means the period between January 1 and December 31 in any year;

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

"Nuisance Dog" means a Dog

(a) that has been impounded 3 times within the previous 24 months;
(b) for which the Owner has received a ticket for their Dog or Cat running at large 3 times within the previous 24 months; or
(c) for which the total number of impounds and tickets totals 3 within the previous 24 months;

"Owner" means any person:

(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 Pet or animal; or
(c) who harbours, shelters, permits or allows any Pet or animal to remain on or about the Owner's land or Premises;

"Pet" means any domesticated animal other than Livestock or Poultry kept within a residence or on real property for other than commercial purposes;

"Poultry" means any fowl including a chicken, turkey, duck, goose, swan or peafowl but excluding a bird commonly kept indoors;

"Pound" means the SPCA, or a facility designated by the City of Chilliwack, Fraser Valley Regional District, the SPCA or Council as a dedicated impoundment facility for Pets or Livestock;

"Premises" means a store, office, shop, building, home, warehouse, factory, structure, Enclosure, temporary or permanent stand, yard or other definite area occupied or capable of being occupied by a Person;

"Public Place" includes any highway and any real property owned, held, operated or administered by Seabird or by a school district located within Seabird;

"Seize" includes impound and detain;

"Spayed or Neutered" means a Dog that has been spayed or neutered by a Veterinarian to prevent reproduction; and

"Unlicensed Dog" means any Dog over the age of six (6) months that is not licensed by Seabird or is not wearing a current valid license tag.

PART 5. PROHIBITIONS AND LICENSE REQUIREMENTS

Pets and Numbers of Pets

5.1 No person shall keep or allow to be kept on any real property or in any Dwelling Unit, Premises or Public Place, more than five (5) Pets, except in the lawful operation of a Breeding Kennel, Pet store, veterinary practice or other similar facility, as permitted pursuant to this Law and Seabird's Zoning

Law, in force from time to time.

5.2 Despite section 5.1:

(a) The number and type of Pets may be further regulated or limited by:
  (i) Seabird Housing Policies or agreements;
  (ii) Seabird zoning or other laws; or
  (iii) Court orders, SPCA orders or other orders.

(b) any person who, on the date this Law comes into effect is the Owner of more than five (5) Pets, subject to the rest of this Law, is entitled to keep each of these Pets until the Pet passes away or is no longer in the possession of the person;

(c) any person may keep up to five (5) adult Dogs or Cats and their puppies or kittens in a Breeding Kennel or animal rescue facility provided that:
  (i) they have a property that is over 1 hectare in size;
  (ii) they have a valid and subsisting Business License from Seabird for a Breeding Kennel;
  (iii) the property is zoned for Breeding Kennels;
  (iv) the person complies with all applicable laws and health and safety standards; and
  (v) the puppies are kept by the Owner for no longer than five (5) months after birth;

(d) any person may house up to five (5) Dogs or Cats at one time in a Dwelling Unit or Premises for a Dog or Cat Grooming business provided that:
  (i) they have a valid and subsisting Business License from Seabird;
  (ii) the property is zoned for Dog or Cat Grooming;
  (iii) the person complies with all applicable laws and health and safety standards; and
  (iv) the Dogs or Cats belong to other Owners;

(e) any person may house up to a total of ten (10) Dogs or Cats in a Dwelling Unit or Premises for a Dog or Cat Daycare business provided that:
  (i) they have a property that is over 1 hectare for Dog or Cat Daycare;
  (ii) they have a valid and subsisting Business License from Seabird;
  (iii) the property is zoned for Dog or Cat Daycare;
  (iv) the person complies with all applicable laws and health and safety standards; and
  (v) the Dogs or Cats belong to other Owners;

5.3 No person shall keep on any real property or in any Dwelling Unit, Premises or Public Place except in accordance with a special permit granted by Seabird:
(a) an Exotic Pet;
(b) a pit bull; or
(c) any other breeds designated by Council by regulation or Resolution.

Livestock, Poultry and Bees

5.4 People may only keep or allow to be kept on any real property or in any Dwelling Unit, Premises or Public Place any Livestock or Poultry, an aviary, or bees in compliance with Seabird laws including Seabird's Zoning Law.

DOGS AND CATS

License Required

5.5 No person shall keep or allow to be kept, on any real property or in any Dwelling Unit, Premises or Public Place, any Unlicensed Dog.

5.6 Despite section 5.5, a person does not require a license for a puppy until the puppy reaches six (6) months of age.

5.7 Every Owner of a Dog shall make application to Seabird for a license in the form provided by Seabird and pay the fee set out in Schedule "A" of this Law and, subject to this Law, upon receipt of the application and payment of the prescribed fee, Seabird shall issue a numbered Dog license tag.

5.8 Every Dog Owner shall ensure that a valid Dog license tag is displayed on each of their Dogs at all

times by affixing it to the Dog by a collar, harness, or other suitable device.

5.9 Where an Owner of a licensed Dog has a change of address, or where the Dog is transferred to a new Owner, within Seabird Lands the Owner shall promptly notify Seabird and pay the license transfer fee set out in Schedule "A" of this Law.

5.10 Where a Dog has been duly licensed in a municipality or another jurisdiction, that license shall be valid in Seabird upon registration of the Dog with Seabird and payment of the license transfer fee set out in Schedule "A" of this Law.

5.11 Where a Dog license tag is lost, stolen or is otherwise rendered unusable, the Owner shall promptly make application to Seabird to replace the license tag and pay the license tag replacement fee set out in Schedule "A" of this Law.

5.12 No Dog license shall be issued to, or in the name of any Owner, under the age of 18 years for their Dog.

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

Dog License Fees

5.14 Where an Owner makes application for a Dog license, the Owner shall pay the one-time license fee set out in Schedule "A" to this bylaw.

5.15 Despites section 5.14, no license fee is payable by an Owner for a Dog license for the purchase of the first license for each Dog but the license fees are payable in each subsequent year for each Dog.

5.16 The Owner of a Dog, that is not an Aggressive Dog or a Nuisance Dog, and who provides a veterinarian's certificate, letter, receipt or other acceptable confirmation from a veterinarian, at the time of application certifying or confirming that the Dog has been Spayed or Neutered, may pay the discounted license fee set out in Schedule "A" for Spayed or Neutered Dogs or Cats.

5.17 Subject to available time and resources, Seabird shall make reasonable efforts to work with veterinarians, the SPCA and other appropriate organizations to try and arrange for discounted spaying and neutering services for Dogs and cats owned Members but the absence of such arrangements does not relieve Owners of their responsibility to have their Pets spayed or neutered.

Kennels

5.18 A person may keep up to five (5) adult Dogs or five (5) adult Cats as part of a licensed Breeding Kennel on a property 0.4 hectares or larger, provided that a Breeding Kennel use is permitted, pursuant to Seabird's Zoning Law, in force from time to time.

5.19 In addition to paying for and obtaining individual Dog licenses, the operator of a Breeding Kennel permitted pursuant to any Seabird zoning Law, in force from time to time, shall obtain a Breeding Kennel License at the fee set out in Schedule "A" of this Law.

5.20 No person may keep any Aggressive Dogs or Nuisance Dogs as part of a Breeding Kennel.

5.21 Owners shall ensure that every any Breeding Kennel meets the following requirements:

(a) For indoor kennels:
  (i) the building shall be equipped with a heating and cooling system which maintains an indoor temperature between 10 and 25 degrees Celsius;
  (ii) every cage or pen shall be of sufficient size and height to permit each Dog to turn about freely, stand, site and lie down in a normal position;
  (iii) the building must allow natural light and ventilation to enter by windows, skylights or a combination of them; and
(b) For all kennels, the Owner must meet all of the requirements set out in Part 7;

Liabilities

5.22 Every Owner of an animal is responsible and liable for all damages and losses caused by their animal.

Exemptions

5.23 Any Owner of a Dog used by a government law enforcement agency is exempt from the provisions and licensing requirements of this Law and is exempt from the licensing fees set out in this Law.

5.24 Any Owner of a Dog used as a guide animal pursuant to the provincial *Guide Animal Act*, as amended, is exempt from the licensing fees set out in this Law but still requires a Dog license for their guide Dog.

PART 6. DOG AND CAT CONTROL

Prohibitions

6.1 Subject to any permissions or exemptions for Dog Daycare or Dog Grooming facilities as set out in Seabird zoning, business license or other laws, no Owner of a Dog shall permit or allow the Dog to howl or bark:

(a) such that the howling or barking unreasonably disturbs persons in the neighbourhood or vicinity;
(b) in an outdoor area between the hours of 8:00 p.m. and 8:00 a.m.; or,
(c) in an outdoor area for a period of 15 consecutive minutes or more at any time.

6.2 No Owner of a Dog or Cat shall permit or allow the Dog or Cat to:

(a) trespass on private property;
(b) be on private land where the Dog or Cat is not contained, either by a fence and gate, a tether, an Enclosure, or other effective containment mechanism, unless the Dog or Cat is under the immediate control of a competent person;
(c) be in a Public Place unless the Dog or Cat is kept on a leash or tether not exceeding three meters in length and is under the immediate control of a competent person; or
(d) be in a place that is designated as a No Dog or No Cat area or zone by a Seabird law or Council Resolution.

Female Dogs and Cats In Heat

6.3 The Owner of a female Dog or Cat shall, at all times when that Dog is in heat, keep it securely confined indoors or within a building or Enclosure capable of preventing the escape of that Dog or Cat and the entry of other Dogs or Cats.

AGGRESSIVE DOGS AND DANGEROUS DOGS

6.4 Where, in the opinion of an Animal Control Officer, a Dog has been involved in an incident in which the Dog was an Aggressive Dog or a Dangerous Dog, the Animal Control Officer may submit a written report of the incident to the CAO or their designate.

6.5 The CAO or their designate has the authority under this Law to designate a Dog as an Aggressive Dog or a Dangerous Dog.

6.6 Except in emergency situations, before making a decision to designate a Dog as an Aggressive Dog or Dangerous Dog, the CAO or their designate shall send a letter to the Owner of the Dog including the written report and the proposal to designate the Dog and providing the Owner at least seven days to provide comments or questions.

6.7 If, in the reasonable opinion of the CAO or their designate, based on a written report or incident report, grounds exist to consider the Dog as an Aggressive Dog or a Dangerous Dog under this Law, a letter shall be sent to the Owner of the Dog confirming that Seabird has designated the Dog to be an Aggressive Dog or a Dangerous Dog and advising the Owner of the requirements for confining, identifying and restraining Aggressive Dogs and Dangerous Dogs under this Law.

6.8 Before making a designation under subsection 6.6, the CAO or their designate must consider

whether the Dog was acting while in the course of
(a) attempting to prevent a person from committing an unlawful act,
(b) defending or protecting their Owner or family or their property, or
(c) performing law enforcement work.

6.9 Where a Dog has been designated as an Aggressive Dog or a Dangerous Dog pursuant to subsection 6.6, the Owner of the Dog may appeal the classification, in writing, within 10 business days to the Seabird Council who will review the Owner's submissions, the written report of the Animal Control Officer, and any other materials deemed relevant, and who will then determine whether Seabird will continue the designation of the Dog as an Aggressive Dog or a Dangerous Dog.

6.10 Every Owner of an Aggressive Dog, including a Dangerous Dog shall:
(a) at all times while the Dog is on the Premises owned, used or occupied by the Owner, keep the Dog securely confined indoors or in an Enclosure;
(b) at all times while the Dog is off the Premises owned, used or occupied by the Owner, keep the Dog:
(i) on a leash or tether not exceeding three meters in length;
(ii) under the immediate care and control of a competent person; and
(iii) muzzled to prevent it from biting a person or other animal;
(c) shall pay all fees and charges associated with keeping the Dog;
(d) shall accept full responsibility and liability for any loss, claims or damages relating to the Dog;
(e) permit Seabird or a veterinarian or professional directed by Seabird or any jurisdiction or facility with which Seabird has an animal control agreement, to implant a microchip into the shoulder or neck area of the Aggressive Dog at the cost of the Owner; and
(f) make available to Seabird for tracking and/or identifying purposes, the identifying information provided by the microchip.

6.11 Where the Owner of an Aggressive Dog or a Dangerous Dog requests that the Dog be destroyed, the Animal Control Officer may arrange to have the Dog humanely destroyed at the expense of the Owner.

SEIZURE AND IMPOUNDMENT

6.12 The Animal Control Officer, or any Enforcement Officer or Peace Officer may seize any animal found:
(a) running at large; and
(b) with respect to a Dog, elsewhere than on the premises of the owner and not wearing a license tag as herein provided;

6.13 For section 6.14 below, the fees payable shall be the fees set out in Schedule "C" or by the authority that is operating the Pound, including penalty fees for Unlicensed Dogs, multiple impoundments, Aggressive Dogs, Nuisance Dogs and other infractions.

6.14 Where a Dog is impounded pursuant to this Law:
(a) The Animal Control Officer shall make reasonable effort to determine the Owner of the Dog and to notify the Owner by telephone of the impoundment and the procedure to recover the Dog;
(b) The Animal Control Officer shall make reasonable efforts to contact the Owner of a Dog if it is wearing a Dog license tag by calling the most recent telephone number in the license information for the Dog;
(c) If the Animal Control Officer is not able to determine the Owner of a Dog, or contact the Owner of an animal by telephone, the Animal Control Officer must post a notice on the public notice board at Seabird's administration office describing the Dog and stating the date of impoundment and the impoundment period;
(d) If a Dog has no license tag, the Animal Control Officer has no obligation to notify the Owner of the Dog;
(e) The Owner must recover the animal, from the Pound, within 96 hours from the time of impoundment by giving evidence of Ownership of the animal, and paying the prescribed fees;
(f) The impoundment fee for an Unlicensed Dog shall be double the fees for a licensed dog set out

in section 5.7 above, plus the cost of a license for the Dog;

(g) The impoundment fees set out in section 6.13 above shall increase as prescribed in Schedule "C" for each impoundment of the same Dog in a 24-month period;

(h) Regardless of whether a Dog is licensed or Unlicensed, the impoundment fee for an Aggressive Dog or Nuisance Dog shall be the fee set out in section 6.13 above; and

(i) The Owner may sign a surrender or release in the form prescribed by Seabird Council or the Pound, and if necessary, pay a surrender fee prescribed by Seabird, to give up ownership of the Dog for adoption or destruction by the Pound in accordance with its policies.

6.15 Seabird, the Animal Control Officer or a Pound may provide for the adoption or humane destruction of any unclaimed animal after the expiration of 96 hours from the time of impoundment.

6.16 The Animal Control Officer will immediately notify the Seabird CAO or their designate in writing of each unclaimed dog that is impounded for a period of longer than 96 hours.

6.17 Where an impounded animal is adopted out pursuant to this Law:

(a) Any monies received by Seabird from the sale of the Dog shall be applied against the fees and cost of impounding, boarding and adopting out the animal and any monies remaining and unclaimed after 30 days shall be credited to the account of the Seabird department that is administering this Law; and

(b) It shall be the responsibility of the original Owner of the Dog to claim the proceeds from the sale of the animal, less the fees and cost set out in this section, within 30 days of the adoption of the Dog.

6.18 No person shall take, remove or release, or assist in the taking, removing or releasing, of any animal impounded by Seabird, an Animal Control Officer or a Pound without first obtaining the consent of an Animal Control Officer and paying all fees relating to the impound of the animal.

Impoundment and Release of Aggressive Dogs and Dangerous Dogs

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

(a) proof of Ownership of the Aggressive Dog;

(b) payment of the fees prescribed by the authority that is operating the place Pound; and

(c) delivery to the Animal Control Officer of an executed statement in the form prescribed in Schedule "B".

6.20 Despite section 6.19, where a Dangerous Dog is seized under Section 49 of the *Community Charter* or a Seabird Law, or where Seabird is making an application to a justice of the peace or court for an order for the destruction of a Dangerous Dog, the Animal Control Officer or Pound may refuse to release the Dangerous Dog to the Owner in accordance with section 49 of the *Community Charter* as if this section applies to Seabird Lands.

Destruction of Dangerous Dogs

6.21 Seabird or an Animal Control Officer may make a recommendation at any time to Council for an order to destroy a Dangerous Dog, whether or not the dog has been designated as a Dangerous Dog.

6.22 Any recommendation in subsection 6.21 must be supported by an incident report or other written report.

6.23 After reviewing the information in subsection 6.22, Council may designate a Dog as a Dangerous Dog and order its destruction.

PART 7. ANIMAL CARE AND CONTROL

Owners Responsible

7.1 Every Owner:

(a) shall pay all fees and charges associated with keeping their Pet; and

(b) shall accept full responsibility and liability for any loss, claims or damages relating to their Pet.

Animal Defecation

7.2 Any person having care, control, or custody of the animal that defecates on a Public Place or on private property without the consent of the property Owner, shall immediately remove the excrement so deposited and dispose of it in a sanitary manner.

Contagious disease

7.3 No person shall keep an animal suffering from an infectious or contagious disease on any parcel of land in Seabird unless the animal is kept securely confined within a building or Enclosure, separate from all other animals, and is under veterinary care for that disease.

Prohibition of Cruelty to Animals

7.4 No person shall keep any animal on Seabird Lands unless the animal is provided with:

(a) clean, potable drinking water and sufficient and appropriate food on a daily basis;
(b) sanitary food and water receptacles;
(c) the opportunity for regular untethered free-run exercise sufficient to maintain the animal's good health;
(d) if enclosed,
    (i) a cage, pen or Enclosure of sufficient size and height to permit each animal to turn about freely, stand, sit, and lie in a normal position and that is regularly cleaned;
    (ii) a location near enough to a window or skylight to allow daily exposure to natural light, or an opportunity for daily outings or exercise in natural light out of doors;
    (iii) sufficient ventilation to ensure circulation of air;
(e) clean bedding material and an area maintained at a temperature warm and dry enough to prevent the animal from suffering discomfort; and
(f) the necessary veterinarian care when the animal exhibits signs of pain, suffering, or disease.

7.5 All Pets must have an opportunity to go outside for exercise and to void their bowels and bladders at least twice daily or for cats or animals smaller than cats, must have appropriate litter boxes or similar facilities that are cleaned and maintained daily.

7.6 No person shall cause or permit;

(a) more than one animal 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) female animals in heat to be kept in cages or pens with male animals;
(c) puppy mills, kitten mills, or any forced breeding process which causes female animals to be overburdened with unnatural birthing cycles;
(d) Aggressive Dogs to be kept with other Dogs or animals; and
(e) animals under the age of 4 months of age to be kept with adult animals other than their dams.

7.7 No person shall 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, rain and the direct rays of the sun.

7.8 No person shall keep any animal confined in an enclosed space, including a motor vehicle, without sufficient ventilation to prevent the animal from suffering from the heat.

7.9 No person shall 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.

7.10 No person shall keep any animal hitched, tied, tethered or fastened to a fixed object as the primary means of confinement for an extended period of time, but this does not prevent the use of a safe and appropriate pulley or run-line system where an animal has a safe and suitable collar attached to a lead which is in term attached to a pulley running along a fixed line.

7.11 No Owner shall permit or allow any Livestock or Poultry to run at large outside of a suitable Enclosure or off of the Owner's property.

7.12 Every Owner shall ensure that any deceased Pets, Livestock or Poultry for which they are responsible are buried or cremated in a respectful and appropriate manner.

PART 8. ENFORCEMENT

Authority of Animal Control Officer

8.1 An Animal Control Officer may Seize:

(a) any domestic animal or Pet that is unlawfully at large or whose Owner has contravened this Law; and

(b) Any Dangerous Dog that is at large.

8.2 In order to determine if the provisions of this Law are being observed and, if necessary, to enforce this Law, an Animal Control Officer may:

(a) in any case, enter onto any real property or into any Dwelling Unit or Premises at any time with the consent of the owner or occupier; and

(b) enter any real property or into any Dwelling Unit or Premises on Seabird Lands, provided the Animal Control Officer gives 24 hours written notice to the Owner or occupant, except in the case of emergencies.

8.3 If satisfied by evidence given under oath or affirmation that there are reasonable grounds to believe that there is potentially a Dangerous Dog on a property or in a Dwelling Unit or Premises for which a justice may, by warrant, authorize an Animal Control Officer to enter and search the property or place and to seize the dog.

8.4 If:

(a) it is impracticable for an animal control officer to appear personally before a justice to apply for a warrant in accordance with section 8.3, and

(b) the officer believes on reasonable grounds that there is a Dangerous Dog in a Dwelling Unit or Premises,

the Animal Control Officer may contact the RCMP and seek assistance in gaining entry or securing a warrant.

8.5 No person shall obstruct or impede, or refuse or neglect to admit to any property, an Animal Control Officer in the execution of the Animal Control Officer's duties and powers under this Law.

8.6 Subject to this Part, an animal control officer may seize a Dog if the officer believes on reasonable grounds that the animal is a Dangerous Dog that is in a situation where the Dog may cause harm to any people or animals.

8.7 Subject to subsection 8.8, an Animal Control Officer may, without a warrant, enter and search any place, except a place that is occupied as a Dwelling Unit, and seize a Dog, if the officer believes on reasonable grounds that

(a) the Dog is a Dangerous Dog,

(b) the Dog presents an imminent danger to the public, and

(c) the purpose of seizing the Dog cannot reasonably be accomplished if the officer is required to obtain a warrant.

8.8 For the purposes of subsection 8.7, an animal control officer who is not a police officer must be accompanied by a police officer.

8.9 All Animal Control Officers have the authorities:

(a) set out in this Law; and

(b) also, without limiting any of their authorities under this Law, the same authorities as if they were designated Animal Control Officers under Section 49 of the *Community Charter* and may exercise the powers under section 49 in relation to Dangerous Dogs as if the *Community Charter* applied to Seabird Lands.

8.10 An Animal Control Officer has the authority to require any person to provide information about any animal under their care or control on Seabird Lands in relation to this Law.

Offences and Penalties

8.11 Every person who violates any provision of this Law, or who allows or permits any act or thing to be done in violation of any provision of this Law, or who neglects to or refrains from doing anything required to be done by any provision of this Law, is guilty of an offence against this Law and each day that a violation continues to exist is deemed to be a separate offence against the Law.

8.12 Every person who commits an offence against this Law shall be liable upon summary conviction to a fine of not less than one thousand dollars ($1,000.00) and not more than five thousand dollars ($5,000.00).

8.13 Despite subsection 8.12, the fines and penalties set out in the *Prevention of Cruelty to Animals Act* [RSBC 1996] Chapter 372, apply to any person convicted of cruelty to animals under this Law or that Act.

Tickets

8.14 Despite sections 8.11 to 8.13, an Animal Control Officer has the authority to issue tickets under the *Seabird Island Enforcement and Ticketing Law* to any person who has contravened this Law and any such ticket is separate from and in addition to any other fees or penalties set out in this Law.

Collection

8.15 Outstanding fines, penalties or fees levied under this Law may be collected:

(a) In accordance with the *Seabird Island Enforcement and Ticketing Law* or any similar Seabird law or policy;
(b) In accordance with the Seabird Island Housing Policy;
(c) By sending the matter to a collection agency;
(d) By requiring community service; and/ or
(e) As a last resort, by withholding distributions or other benefits from Seabird Island to Members.

PART 9. GENERAL AND LEGAL

Severability

9.1 If a Court of competent jurisdiction holds any portion of this Law invalid, such invalidity shall not affect the remaining portions of the Law.

Regulations

9.2 Council may make regulations or pass Council Resolutions as follows:

(a) prescribing the form and content of Dog licenses to be issued under this Law;
(b) prescribing the form and content of surrender documents for Owners of impounded animals and other similar documents;
(c) prescribing fees and penalties;
(d) prescribing ticketing amounts;
(e) designating no-Dog or no-Cat zones or areas within Seabird Lands;
(f) designating Animal Control Officers; or
(g) setting in place any other matter required to implement this Law.

PART 10. COMING INTO FORCE

Date Law Comes into Force

10.1 This Law shall come into force and effect on the date it is passed by Council Resolution after complying with the requirements of the Land Code.

BE IT KNOWN that this Law entitled the *Seabird Dog Licensing and Animal Management Law, 2015* is hereby enacted by a quorum of Council at a duly convened Council of the Seabird Island Band held on December 14, 2015.

quorum consists of **6** Council Members

Chief Clement Seymour

Councillor Alexis Grace

Councillor Arlene Andrew

Councillor Art Andrew

Councillor Rod Carol Hope

Councillor James Harris

Councillor Jason Campbell

Councillor Marcia Peters

Councillor Margaret Pettis

Councillor Vivian Ferguson

SCHEDULE "A"

DOG LICENSE FEES

Category	Fee
Dog (not Spayed or Neutered, each)	$10.00
Spayed or Neutered Dog (each)	$0.00
Nuisance Dog (each, per year)	$ 100.00
Aggressive Dog or Dangerous Dog (each, per year)	$ 200.00
Breeding Kennel	$80.00
License Transfer	$5.00
License Tag Replacement	$5.00

SCHEDULE "B"
APPLICATION FOR RELEASE OF AGGRESSIVE OR DANGEROUS DOG

1. I, _____ (name of owner), of _____

   _____ (address of owner), in the District of Kent, B.C.,

   hereby apply for the release of my _____ (colour, breed and

   gender of dog), named _____ (name of dog), (the "Dog") which has been impounded under the *Seabird Dog Licensing and Animal Management Law, 2015* (the "Law").

2. I am the owner of the Dog.

3. I am aware that the Dog has been designated as ___ an Aggressive Dog/ ____ a Dangerous Dog under the Law and that I am personally responsible and liable for the Dog.

4. In consider of the release of the Dog to me, I hereby acknowledge, covenant and agree with Seabird Island Band:
   (a) That I have constructed on my property where the Dog will be kept an "Enclosure" within the specifications set out in the Law;
   (b) That I will, at all times when the Dog is not effectively muzzled, on a leash and under the care and control of a person who is competent to control the Dog, keep the Dog indoors or within the securely closed and locked enclosure;
   (c) That I will release, save harmless and indemnify the Seabird Island Band, its Animal Control Officers and any of its other officers, employees, contractors, agents and elected or appointed officials from and against any and all actions, causes of action, proceedings, claims, demands, losses, damages, costs and expenses whatsoever and by whomsoever brought in relation to the Dog or my keeping or harbouring of the Dog, and without limiting the generality of the foregoing, for any personal injury or death inflicted on any other animal or any person by my Dog or any damage to property caused by my Dog; and
   (d) That I am aware that if my Dog is ever again found to be at large or not confined as set out herein, that Seabird or any Animal Control Officer may seize my Dog and I will be liable for the full costs and all penalties of impounding an Aggressive Dog or a Dangerous Dog under the Law and that my Dog may be ordered to be destroyed.

5. I hereby submit the sum of $_____ in payment of all license, impounding, boarding and other fees and penalties payable by me under the Law.

_____, 201_
Date

_____
Signature of Owner

SCHEDULE "C"
IMPOUND AND BOARDING FEES

Impound Fees

Fees based on number of Impoundments of the same dog in a 24-month period

Item	Fee
Licensed Dog – First Impoundment	$40.00
Licensed Dog – Second Impoundment	$80.00
Licensed Dog – Third Impoundment	$140.00

Fees for Aggressive and Nuisance Dogs

Item	Fee
Aggressive Dog (not Spayed or Neutered)	$1000.00
Spayed or Neutered Aggressive Dog	$600.00
Nuisance Dog	$500.00

Daily Boarding Fees

Item	Fee	
Dogs, small animals or Poultry (first part day and night)	$10.00	Per animal for first part day and first night
Dogs, small animals or Poultry (each subsequent night)	$50.00	For each subsequent night beyond the first night
Livestock or large animals		Actual cost plus a 15% administration fee