



SIKSIKA NATION DOG CARE AND CONTROL BY-LAW NO. 2016-01

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SIKSIKA NATION

BEING A BY-LAW OF THE SIKSIKA NATION WITH A PURPOSE OF ESTABLISHING AND ENFORCING DOG CARE AND CONTROL WITHIN THE SIKSIKA NATION RESERVE NO. 146.

WHEREAS the Siksika Nation has and continues to exercise an inherent Aboriginal and Treaty Right of Self-government that is recognized and affirmed by Section 35 of the *Constitution Act, 1982, Schedule B to the Canada Act 1982 (UK)*, 1982, c 11 and is protected by Treaty No. 7, 1877; and

WHEREAS Siksika Nation strives to ensure that matters related to domestic animals, including dogs, are carried out in a conscientious, respectful and prompt manner; and

WHEREAS pursuant to Section 81 of the *Indian Act*, R.S.C. 1985, c I-5 (the "*Indian Act*"), a council may make by-laws not inconsistent with the *Indian Act* and regulations made thereunder, for any or all of the purposes set out in paragraphs 81(1)(a), (c), (d), (e), (q) or (r) therein; and

WHEREAS Council of the Siksika Nation enacted the *Siksika Nation Control of Animals By-law* dated April 6, 1993, which became effective on May 18, 1993; and

WHEREAS Council of the Siksika Nation deems it expedient and in the best interests of the Siksika Nation to repeal the *Siksika Nation Control of Animals By-law* and to make a by-law for the purpose of dog control for the health and safety of residents and the prevention of nuisance to residents;

NOW THEREFORE, COUNCIL OF THE SIKSIKA NATION, DULY ASSEMBLED, ENACTS AS FOLLOWS:

PART I - TITLE, DEFINITIONS AND INTERPRETATION

1. SHORT TITLE

1.01 This By-law may be known as the "Dog Care and Control By-law".

2. DEFINITIONS

2.01 In this By-law, unless the context otherwise requires:

- (a) "**Abandoned**" means any Dog that is:
 - (i) left for more than 24 hours without adequate food, water or shelter;
 - (ii) left for five (5) days or more after the expected retrieval time from an Animal Control Facility;
 - (iii) found on Premises which have been vacated by the Owner; or
 - (iv) is found At Large on more than three (3) occasions;
- (b) "**Aiskapimohkiiks**" means the Siksika Justice Traditional Justice Dispute Resolution Program, as varied, modified or replaced from time to time;
- (c) "**Animal**" means any bird, reptile, amphibian, or mammal excluding humans;

- (d) **"Animal Control Facility"** means the Siksika animal control facility or any other animal control facility designated by Siksika, which may include for greater certainty animal control facilities located off of Siksika Reserve, for the impounding, assessment and/or re-homing of Dogs as set out in this By-law;
 - (e) **"Animal Control Officer"** means the individual appointed by Council by way of a resolution for the purposes of carrying out the terms of this By-Law;
- "Animal Protection Act"** means the *Animal Protection Act*, R.S.A. 2000, c. A-41, as well as any regulations promulgated thereunder, in each case as amended or replaced from time to time;
- (g) **"Appeal Committee"** means a three (3) member committee appointed by the Animal Control Officer to hear appeals under Section 14 and Section 19 of this By-law;
 - (h) **"At Large"** means a Dog which is off the Owner's Property and which is not restrained by a Leash and Under Control or is otherwise not under the immediate, effective and continuous control of the Owner;
 - (i) **"Behavior Assessment"** means a review of the behavior of a Dog performed by an experienced and certified expert in Dog behavior;
- "By-law"** means this Dog Care and Control By-law;
- (k) **"Communicable Disease"** means any disease or illness that may be transferred from an Animal to a human through direct or indirect contact;
 - (l) **"Controlled Confinement"** means where a Dog is isolated and contained within a Secure Enclosure or securely tethered in a manner that will not allow the Dog to bite or harm any Person or Animal;
 - (m) **"Council"** means the Council of Siksika Nation, comprised of the Chief and Councillors, duly elected from time to time in accordance with the Siksika Nation Customary Election Code;
 - (n) **"Court"** means a court of competent jurisdiction in the Province of Alberta;
 - (o) **"Dangerous Dog"** means a Dog which has been determined to be a Dangerous Dog pursuant to Section 14 of this By-law;
 - (p) **"Dog"** means any domesticated dog and includes a Dangerous Dog;
 - (q) **"Domestic Animal"** means any Animal normally kept for domestic purposes or a household pet including but not limited to dogs, cats, rabbits, ferrets, fowl, cows, horses, sheep, goats and pigs;
 - (r) **"Intact Dog"** means any dog that is not Spayed or Neutered;
 - (s) **"Facility Supervisor"** means the Person responsible for the administration and maintenance of the Animal Control Facility and such other duties as set out in this By-law;

- (t) **"Kennel"** means a Premises in which dogs are kept, trained, cared for, boarded and/or bred for-profit and in accordance with applicable laws;
 - (u) **"Leash"** means a rope, cable or other material or device capable of restraining the Dog upon which it is being used;
 - (v) **"License"** means a license issued pursuant to this By-law;
 - (w) **"License Tag"** means a permanent identification tag issued by Siksika showing the License number for a specific Dog;
 - (x) **"Mediator"** means the mediator appointed pursuant to Aiskapimohkiiks;
 - (y) **"Motor Vehicle"** has the same definition as in the *Traffic Safety Act*, R.S.A. 2000 Chapter T-6, as amended or replaced from time to time;
 - (z) **"Muzzle"** means a humane, commercially available, fastening or covering device of adequate strength placed over the mouth of a Dog designed specifically for bite prevention that allows Dogs to pant, drink and engage on otherwise normal behavior while wearing the device;
 - (aa) **"Off Leash Area"** means an area designated by Animal Control Officer where the presence of a Dog is permitted without the need for the Dog to be restrained by a Leash;
 - (bb) **"Owner"** includes any one or more Persons, including for greater certainty non-Siksika Members attending at the Siksika Reserve, who:
 - (i) has the care, charge, custody, possession or control of the Dog, either temporarily or permanently;
 - (ii) is in actual or apparent possession or control of Premises where a Dog apparently resides;
 - (iii) claims or asserts any proprietary interest in a Dog;
 - (iv) harbors a Dog, or allows a Dog to remain on his/her Property; or
 - (v) reclaims or receives a Dog from the custody of the Animal Control Facility or Siksika;
 - (cc) **"Owner's Property"** means any Premises which are leased or otherwise occupied by an Owner;
 - (dd) **"Peace Officer"** means a peace officer(s), police officer(s), and/or one or more Persons duly appointed by Council by way of a resolution in writing for the purpose of enforcing and carrying out the provisions of this By-law;
 - (ee) **"Permanent Identification"** means identification numbers/letters that are permanently marked on a Dog's ear in a veterinary clinic while the Dog is under anesthetic, or an implanted microchip;
- "Person"** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative;

- (gg) "**Premises**" means any parcel or lot of land or a portion thereof and includes any improvements situated thereon;
- (hh) "**Registered Veterinarian**" has the same meaning as in the *Veterinary Profession Act* R.S.A. 2000 Chapter V-2;
- (ii) "**Secure Enclosure**" means a building, pen or fenced area which is secured and constructed in such a manner that it will not allow the Dog to jump, climb, dig or otherwise escape nor will it allow the entry of unauthorized individuals into the enclosure unless the unauthorized individual forces his/her way into the enclosure and which conforms with the following minimum requirements:
- the Secure Enclosure shall have secure sides. If the Secure Enclosure has no bottom secured to the sides, the sides of the Secure Enclosure must be embedded into the ground to a minimum depth of thirty (30) centimeters;
- (ii) the Secure Enclosure must provide the Dog with adequate shelter from the elements including heat, cold, sun, rain and wind;
- (iii) the Secure Enclosure must be located not less than one (1) metre away from the property line of the Owner's Property and not less than five (5) metres away from a dwelling unit located on any Premises that are adjacent to the Owner's Property; and
- (iv) the Secure Enclosure must be of adequate size for the Dog, permitting the Dog to stand, sit, lie down, and turn around comfortably, provided that the size of the Secure Enclosure shall not be less than, in the case of one (1) Dog, 15' x 17', in the case of two (2) Dogs, 15' x 21', and in the case of three Dogs, 15' x 21';
- "**Serious Injury**" means an injury to a Domestic Animal or human resulting from a Dog bite or attack which results in one or more broken bones, or disfiguring lacerations, or any injury requiring sutures or cosmetic surgery, or any other injury determined to be severe;
- (kk) "**Service Dog**" means a Dog having special training and certification by an official service dog agency which is kept and utilized by any mentally or physically disabled individual for the purpose of compensating for or ameliorating the effects of that individual's disability;
- "**Siksika**" means the Siksika Nation #146;
- (mm) "**Siksika Nation Control of Animals By-law**" means the *Siksika Nation Control of Animals By-law* dated April 6, 1993, which became effective on May 18, 1993;
- (nn) "**Siksika Reserve**" means the geographic area of the Siksika Nation Reserve #146 pursuant to the *Indian Act*;
- (oo) "**Spayed**" or "**Neutered**" means the surgical removal of reproductive organs on an Dog by a Registered Veterinarian while the Dog is under anesthetic;
- (pp) "**Stray Dog**" means a Dog that is Abandoned or has no identifiable Owner;
- (qq) "**Tether**" means a rope, cable or similar restraining device that prevents an animal from moving away from a localized area and the words "**Tethered**" and "**Tethering**" shall refer the use of the device;

- (rr) **"Threatening Behaviour"** means a Dog which, Without Provocation:
 - (i) barks, growls, snaps at, lunges at, chases, attacks or bites another Domestic Animal, bicycle, Motor Vehicle or other vehicle, or
 - (ii) barks, growls, snaps at, lunges at, chases, attacks or bites an individual unless the individual is a trespasser on the Owner's Property;
- (ss) **"Under Control"** means that the Dog is under the effective control of the Owner including responding promptly to voice, sound or sight commands; and
- (tt) **"Without Provocation"** means the absence of teasing, tormenting, abusing or assaulting actions upon the Dog or its Owner.

PART II - LICENSING OF DOGS

3. REQUIREMENT FOR LICENSE

- 3.01 Every Owner shall obtain and maintain a License in respect of his/her Dog as provided for in this By-law.
- 3.02 An Owner of a Dog shall ensure that the Dog wears the License Tag issued for the Dog at all times and shall ensure that the Dog does not wear a License Tag issued in respect of another Dog.
- 3.03 An Owner of a Dangerous Dog shall obtain a Dangerous Dog License on the first day on which Siksika offices open for business after the Dog has been declared a Dangerous Dog and shall maintain the Dangerous Dog License for the period during which the Dog has been declared to be a Dangerous Dog.
- 3.04 This Section 3 does not apply:
 - (a) to a Dog under the age of eight (8) months unless the Dog is considered a Dangerous Dog under this By-law; or
 - (b) to a Person that keeps Dogs in the course of their operation of an Animal Control Facility.
- 3.05 The Animal Control Officer shall record every License issued under this Section in a central registry, to be established and maintained by the Animal Control Officer.

4. LICENSE APPLICATION, ISSUANCE AND RENEWAL

- 4.01 The Animal Control Officer may, on application by the Owner of a Dog, issue or renew a License in respect of the Dog and may impose such terms and conditions on such License as he or she, in his or her sole discretion, deems appropriate.
- 4.02 Before the issuance or renewal of a License pursuant to this Section 4, the Owner must submit to Animal Control Officer the applicable License fee as established by this By-law together with the following information:
 - (a) a description of the Dog, including breed, name, gender, age, tattoo and microchip number;
 - (b) evidence establishing that the Dog is Spayed or Neutered;

- (c) the name, address and telephone number of the Owner;
 - (d) number of other Dogs owned by the Owner;
 - (e) if the Owner of the Dog is a corporation, the name, address and telephone number of the individual responsible for the Dog; and
 - (f) any other information that Animal Control Officer may require.
- 4.03 No Person shall give false information when applying for a License under this By-law.
- 4.04 An applicant must be of at least eighteen (18) years of age.
- 4.05 The Owner is responsible to immediately notify Siksika of any change in the information provided in a License Application under this By-law including but not limited to the death or change of ownership of the Dog.
- 4.06 Animal Control Officer shall not issue or renew a License pursuant to this Part unless satisfied that:
- (a) all applicable fees have been paid; and
 - (b) all required information has been provided.
- 4.07 Upon issuance of a License, Animal Control Officer shall issue a License Tag for the Dog to the Owner.
- 4.08 Upon losing a License Tag an Owner of a Dog shall advise Animal Control Officer whereby a replacement License Tag will be issued to the Owner for the applicable fee as set out in Schedule "A"
- 4.09 A License issued under this By-law shall not be transferable from one Dog to another, or from one Owner to another unless the transfer is approved in writing by Animal Control Officer.

5. TERM

- 5.01 Unless otherwise specified in this By-law, the term of a License shall be valid until the Owner ceases to own the Dog.

6. LICENSE FEES

- 6.01 The License fees for a Dog are set out in Schedule "A".
- 6.02 The License fee for a Dangerous Dog is set out in Schedule "A".
- 6.03 No Person shall be entitled to a reduced License fee under this By-law.
- 6.04 Council may, from time to time by way of a resolution in writing, change the License fees referred to in Sections 6.01 and 6.02.

PART III - REGULATION OF DOGS

7. AT LARGE

- 7.01 The Owner of a Dog shall ensure that the Dog is not At Large.

7.02 If a Dog is found to be At Large, the Owner of the Dog will be deemed to have failed or refused to comply with the requirements of Section 7.01 unless he/she provides evidence to the satisfaction of the Animal Control Officer that he/she has taken all reasonable precautions to either:

- (a) secure the Dog so that the Dog would not be able to escape the Owner's Property, Motor Vehicle, Secure Enclosure or other form of confinement; or
- (b) ensure that the Dog was under the direct, effective and constant control of a competent individual at all times when the Dog was off the Owner's Property.

7.03 No Person shall cause a Dog to be At Large in Siksika by:

- (a) untying, loosening or otherwise freeing a Dog which has been tied or otherwise restrained;
Or
- (b) negligently or willfully opening a gate, door or other opening in a fence, Secure Enclosure or Motor Vehicle in which a Dog has been confined.

8. EXCESSIVE BARKING

8.01 The Owner or any other Person having care or control of a Dog shall ensure it does not bark, howl or otherwise behave in a manner that is reasonably likely to annoy or disturb the peace of other individuals.

8.02 In determining whether barking, howling or behavior is reasonably likely to annoy or disturb the peace of others, consideration may be given, but is not limited, to the following:

- (a) location of Premises where the Dog resides;
- (b) duration of the barking, howling or behavior;
- (c) time of day and day of the week when the barking, howling or behavior occurs;
- (d) nature and use of the surrounding area; and
- (e) any effect of the barking, howling or behavior.

9. DEFECATION

9.01 The Owner of a Dog shall forthwith remove any defecation left by the Dog on any public property or private property other than the Owner's Property.

9.02 The Owner or any other Person having care or control of a Dog shall ensure that Dog feces on the Owner's Property does not accumulate to such an extent that it is reasonably likely to annoy or pose a health risk to other individuals.

10. DOG OFF OWNER'S PROPERTY

10.01 The Owner of a Dog shall, at all times when the Dog is off the Owner's Property, ensure that the Dog is:

- (a) Under Control; and
- (b) except when in an Off Leash Area, restrained by a Leash not exceeding two meters in length.

10.02 When a Dog is within an Off Leash Area, the Dog need not be restrained on a Leash, provided that the Dog is Under Control at all times. However, the Owner shall carry with him/her a Leash for the Dog not exceeding two meters in length.

10.03 If an Owner is using a Dog off the Owner's Property for the purpose of assisting with the transportation or herding of livestock, the Dog need not be restrained on a Leash, provide that the Dog is Under Control at all times.

11. PROPERTY DAMAGE AND THREATENING BEHAVIOR

11.01 The Owner of a Dog shall ensure that the Dog does not:

- (a) damage any private or public property;
- (b) upset a waste receptacle or scatter the contents thereof; or
- (c) exhibit Threatening Behavior.

11.02 The Owner of a Dog is guilty of an offence if, whether on or off the Owner's Property, the Dog exhibits Threatening Behavior, whether or not the Threatening Behavior results in physical injury.

11.03 Section 11.02 does not apply to a Dog exhibiting Threatening Behavior:

- (a) when the Dog is physically unable to reach the target of the Threatening Behavior because the Dog is securely confined within a building, Motor Vehicle or Secure Enclosure; or
- (b) if the Threatening Behavior is a direct result of the Dog being provoked.

12. FEMALE DOGS IN SEASON

12.01 The Owner of a female Dog shall keep the Dog secured either indoors or in a Secure Enclosure while the Dog is in season.

13. AREAS WHERE DOGS ARE NOT ALLOWED

13.01 Subject to Section 13.03, no Person shall have a Dog in any area which has a posted sign stating that Dogs are not permitted in that area.

13.02 The Animal Control Officer may post signs indicating any areas or Premises owned, leased or controlled by Siksika where Dogs are not permitted.

13.03 Subject to the requirements of Section 10, Section 13.01 shall not apply to the Owner of a Service Dog if the Owner is using the Service Dog for assistance.

PART IV - REGULATION OF DANGEROUS DOGS

14. DANGEROUS DOG PROVISIONS

14.01 All provisions of this By-law apply to Dangerous Dogs. However, in the event of a conflict between a provision in this Part and any other provision in this By-law, the provision in this Part shall prevail.

14.02 Animal Control Officer may identify a Dog as a Dangerous Dog if he/she determines, on reasonable grounds based on personal observation or on facts determined after an investigation conducted in relation to the Dog, that:

- (a) the Dog has a propensity, tendency or disposition to attack, Without Provocation, other Domestic Animals or humans;
- (b) the Dog has inflicted a Serious Injury upon another Domestic Animal or human; or
- (c) the Dog has been the subject of an order or direction of a Court pursuant to the *Dangerous Dogs Act*, R.S.A. 2000 Chapter D-3.

14.03 If Animal Control Officer identifies a Dog as a Dangerous Dog, he/she:

- (a) shall provide the Owner with written notice that the Dog has been determined to be a Dangerous Dog together with the basis upon which such determination has been made;
- (b) may require that the Owner submit the Dog to a Behavior Assessment at the expense of the Owner;
- (c) may require that the Owner enter into a written agreement to keep the Dog in accordance with the results of a Behavior Assessment;
- (d) may require the Owner to keep such Dog in accordance with such conditions as the Animal Control Officer deems appropriate to secure the health and safety of Siksika residents; and
- (e) shall inform the Owner that if the Dangerous Dog is not kept in accordance with the requirements of this By-law, the Owner will be subject to further enforcement action pursuant to this By-law.

14.04 Within fourteen (14) days of receipt of a written notice issued pursuant to Section 14.03, the Owner may file a written notice of appeal of Animal Control Officer's decision to Council setting out the reasons for the appeal.

14.05 Upon receipt of a written notice of appeal pursuant to Section 14.04:

- (a) Council shall appoint the Appeal Committee and forward a copy of the notice of appeal to the Appeal Committee within seven (7) days of receipt of the notice or, alternatively, refer the dispute to Aiskapimohkiiks and forward a copy of the notice to the Mediator within seven (7) days of receipt of the notice;
- (b) the Appeal Committee shall hold a hearing or, alternatively, the Mediator shall attempt to mediate the dispute, within thirty (30) days following the receipt by Council of the notice;
- (c) after reviewing the appeal and hearing evidence at the appeal hearing from the Owner, the Peace Officer, Animal Control Officer and anyone else having relevant information, the Appeal Committee or, alternatively, the Mediator, may confirm, vary, substitute or cancel Animal Control Officer's decision;
- (d) the Appeal Committee or, in the case of a matter referred to Aiskapimohkiiks, the Mediator, shall issue its decision in writing to Council and the Owner within fourteen (14) days of the hearing or mediation being closed, as applicable; and
- (e) until such time as the Appeal Committee or, alternatively, the Mediator, hears and upholds the appeal, the Dog must be treated in accordance with the Dangerous Dog provisions under this By-law.

14.06 Notwithstanding any provision in this Bylaw, where:

- (a) a Dog has inflicted a Serious Injury upon another Domestic Animal or human;
- (b) a Dog has caused the death of a Domestic Animal or human; or

- (c) the Animal Control Officer believes on reasonable grounds that a Dog should be submitted to a Behavioral Assessment;

the Animal Control Officer or a Peace Officer may seize the Dog and transport the Dog to an Animal Control Facility where the Dog will undergo a Behavioral Assessment.

14.07 Based on the results of the Behavioral Assessment referred to in Section 14.06, the Animal Control Officer may decide to:

- (a) release the Dog to its Owner, after the Animal Control Officer is satisfied that the release of the Dog will not pose a risk to the health and safety of Siksika residents;
- (b) take steps to rehabilitate and/or rehome the Dog; or
- (c) humanely euthanize the Dog;

provided that if the Animal Control Officer decides to humanely euthanize the Dog, he or she shall provide the Owner with not less than ten (10) days' written notice of a hearing by the Court pursuant to the *Dangerous Dogs Act*, R.S.A. 2000 Chapter D-3 for an order declaring the Dog to be a Dangerous Dog or directing the Dog to be destroyed, or both.

14.08 Where the Dog has been captured and impounded, Animal Control Officer shall make a decision about whether or not to pursue an order in accordance with Section 14.07 within ten (10) days of the Dog being captured and impounded and shall notify the Animal Control Facility and the Owner of the decision in writing.

14.09 Animal Control Officer's decision to pursue an order in accordance Section 14.07 may not be appealed.

14.10 Notice given pursuant to Section 14.07 shall be deemed served upon actual personal service of the notice on the Owner or five (5) days from the date of mailing the notice to the Owner via regular mail to the Owner's last known postal address.

14.11 Nothing contained within this By-law shall prevent Siksika from making application to the Court for an order to destroy a Dog at any time in accordance with the *Dangerous Dogs Act*, R.S.A. 2000 Chapter D-3 or taking such other steps with respect to the seizure, impoundment, control or destruction of a Dog as may be available to Siksika at law.

14.12 If a Dangerous Dog is captured or impounded and an Owner in respect of the Dog has not been identified after following the procedure in Section 26.06, the Animal Control Officer may pursue an order under Section 14.07 without notice.

15. DANGEROUS DOG IDENTIFICATION

15.01 Within ten (10) days of a Dog being declared a Dangerous Dog, the Animal Control Officer may require that the Dangerous Dog:

- (a) receive Permanent Identification; and/or
- (b) be Spayed or Neutered.

16. DANGEROUS DOG OFF OWNER'S PROPERTY

16.01 The Owner of a Dangerous Dog shall, at all times when the Dog is off the Owner's Property, ensure that the Dog is:

- (a) Under Control;
- (b) wearing a tag identifying the Dog as a Dangerous Dog, and a Muzzle; and
- (c) held on a Leash not exceeding one meter in length.

16.02 Dangerous Dogs are not allowed in Off Leash areas, school yards, parks or at public events.

16.03 The Owner of a Dangerous Dog is guilty of an offence if, whether on or off the Owner's Property, the Dangerous Dog exhibits Threatening Behavior.

16.04 Section 16.03 does not apply to a Dangerous Dog exhibiting Threatening Behavior when the Dog is physically unable to reach the target of the Threatening Behavior because the Dog is safely confined within a building, Motor Vehicle, or Secure Enclosure.

16.05 The Owner of a Dangerous Dog shall notify the Peace Officer immediately if the Dog is At Large and shall take all reasonable steps to locate the Dog and bring the Dog Under Control.

16.06 If a Dangerous Dog is located off of the Owner's Property and poses an immediate threat to the health and safety of a human or a Domestic Animal, the Animal Control Officer or Peace Officer may terminate the Dog in a safe, humane manner.

17. DANGEROUS DOG ON OWNER'S PROPERTY

17.01 The Owner of a Dangerous Dog shall, at all times when the Dog is on the Owner's Property, ensure that the Dog is either secured:

- (a) indoors; or
- (b) in a Secure Enclosure.

17.02 Within ten (10) days of a Dog being declared a Dangerous Dog by the Animal Control Officer, the Owner of the Dog is required to display a clear and visible sign stating: **WARNING! DANGEROUS DOG**, to the satisfaction of Animal Control Officer, at each entrance to the Owner's Property and to the Secure Enclosure.

18. RECLASSIFICATION OF A DANGEROUS DOG

18.01 An Owner may apply to Animal Control Officer for a revocation of a Dangerous Dog designation made under this By-law if the Owner of the Dangerous Dog has not been convicted of any offences under this By-law for a continuous period of not less than three (3) years.

18.02 Animal Control Officer shall issue a written decision on the application, including the reasons for the decision, within thirty (30) days of receipt of the application under Section 18.01.

18.03 Within fourteen (14) days of receipt of Animal Control Officer's decision under Section 18.02, the Owner may file a written notice of appeal of Animal Control Officer's decision to Council setting out the reasons for the appeal.

18.04 Upon receipt of a written notice of appeal pursuant to Section 18.03:

- (a) Council shall appoint the Appeal Committee and forward a copy of the notice of appeal to the Appeal Committee within seven (7) days of receipt of the notice or, alternatively, refer the dispute to Aiskapimohkiiks and forward a copy of the notice to the Mediator within seven (7) days of receipt of the notice;
- (b) the Appeal Committee shall hold a hearing or, alternatively, the Mediator shall attempt to mediate the dispute, within thirty (30) days following the receipt by Council of the notice;
- (c) after reviewing the appeal and hearing evidence at the appeal hearing from the Owner, the Peace Officer, Animal Control Officer and anyone else having relevant information, the Appeal Committee or, alternatively, the Mediator, may confirm, vary, substitute or cancel Animal Control Officer's decision;
- (d) the Appeal Committee or, in the case of a matter referred to Aiskapimohkiiks, the Mediator, shall issue its decision in writing to Council and the Owner within fourteen (14) days of the hearing or mediation being closed, as applicable; and
- (e) until such time as the Appeal Committee or, alternatively, the Mediator, hears and upholds the appeal, the Dog must be treated in accordance with the Dangerous Dog provisions under this By-law.

18.05 Where Appeal Committee dismisses the appeal, the Owner shall not make another application to revoke the Dangerous Dog designation for a period of not less than one (1) year from the date of Appeal Committee's decision.

PART V - OTHER REGULATIONS

19. LIMIT ON DOGS

19.01 A Person, or two or more Persons residing at the same Premises, shall not keep or have more than three (3) Dogs any Premises within Siksika Reserve, unless otherwise authorized in writing by the Animal Control Officer, provided that if an Owner has more than three (3) Dogs as of the date on which this By-law comes into force, he or she shall be entitled to keep the Dogs, but shall not acquire any more Dogs unless authorized in writing by the Animal Control Officer.

19.02 Notwithstanding section 19.01, no Person shall keep or have more than:

- (a) one (1) Dangerous Dog; or
- (b) one (1) In Tact Dog

on any Premises within Siksika Reserve, provided that if an Owner has more than one (1) Dangerous Dog or one (1) In Tact Dog as of the date on which this By-law comes into force, he or she shall:

- (c) be entitled to keep the Dogs, but shall not acquire any more Dogs unless authorized in writing by the Animal Control Officer;
- (d) at all times adhere to the Dangerous Dog provisions set out in this Bylaw.

19.03 This Section 19 does not apply to:

- (a) a legally established Kennel or Animal Control Facility which has obtained and maintains all necessary licenses, permits and authorizations pursuant to Siksika By-laws; or
- (b) dog litters where the puppies are under three (3) months of age.

20. STRAY DOG

20.01 A Person who takes control of any Stray Dog shall forthwith notify the Animal Control Officer and provide any information required by the Animal Control Officer.

21. FALSE INFORMATION

21.01 No Person shall provide false or misleading information to Siksika, Council, the Animal Control Officer, the Peace Officer or the Facility Supervisor.

21.02 No Person shall contravene any term or condition contained in a written agreement entered into by that Person with Siksika pursuant to this By-law.

22. TEASE, TORMENT, PROVOKE OR PUNISHMENT OF A DOG

22.01 No Person shall tease, torment or intentionally provoke a Dog.

22.02 No Person shall punish or abuse a Dog in a manner that is cruel, unnecessary or that is likely to cause the Dog negative psychological consequences.

23. EXEMPTION FOR POLICE SERVICE DOGS

23.01 This By-law does not apply to a Peace Officer's Dog while the Dog is in active service.

24. CONFINING DOGS WITH COMMUNICABLE DISEASES

24.01 A Person who keeps a Dog, and who knows or suspects that that Dog has bitten a Person, or that that Dog has a Communicable Disease, must:

- (a) promptly report the Dog to the Animal Control Officer and to a Registered Veterinarian;
- (b) keep the Dog in Controlled Confinement, during the period such Person knows or suspects that the Dog has a Communicable Disease, in a manner that will prevent further spread of the disease and in a manner prescribed at law; and
- (c) follow the direction of such Registered Veterinarian and any government officials who have authority to issue any related orders or directions, including directions to humanely terminate the Dog.

24.02 Upon receipt of a report referred to in Subsection 24.01(a), the Animal Control Officer shall immediately notify regional health authorities of the report.

25. GIVING BASIC CARE TO DOGS

25.01 An Owner of a Dog must ensure:

- (a) that the Dog receives food, water, shelter, proper veterinary care and exercise sufficient to maintain the Dog in good health; and
- (b) that the area of the Owner's Property where the Dog is kept is at all times maintained in a clean, sanitary and inoffensive condition.

25.02 An Owner of a Dog must not leave a Dog Tethered unsupervised on the Owner's Property or on public property.

25.03 A Tethered dog must:

- (a) have unrestricted movement within the range of the Tether used to tie up the Dog;
- (b) not be able to injure itself as a result of the Tethering;
- (c) be Tethered in such a manner so that the Tether does not permit the Dog to go beyond the limits of the Owner's Property;
- (d) not be Tethered continuously; and
- (e) be Tethered to a Tether that is an appropriate length for the size of the Dog;

provided that an Owner shall under no circumstances tie up a Dog where a metal collar forms part of the Tether.

25.04 An Owner of a Dog must not Abandon the Dog.

25.05 The Animal Protection Act, including the authority of humane societies thereunder, shall apply to Siksika Reserve for the purposes of ensuring the protection of Dogs, provided that any Person purporting to exercise its authority pursuant to the Animal Protection Act on Siksika Reserve shall notify the Animal Control Officer prior to attending at the Reserve.

26. AUTHORITY OF A PEACE OFFICER

26.01 A Peace Officer is authorized to capture, impound and deliver to the Animal Control Facility, any Dog which:

- (a) is found to be At Large;
- (b) is Abandoned;
- (c) has caused or is believed by the Peace Officer upon reasonable grounds to have caused a Serious Injury to or the death of a human or a Domestic Animal; or
- (d) is owned by a Person whom the Peace Officer has, upon reasonable grounds, determined to be in contravention of this By-law, including for greater certainty a Person who has contravened the obligations set forth in Section 25 herein;

and the Peace Officer is further authorized to take reasonable measures as necessary to subdue and control the Dog without injuring or causing undue distress to the Dog in the process of capturing and impounding the Dog, including but not limited to the use of tranquilizer equipment and other capture devices.

26.02 If any captured or impounded Dog is injured or in distress, the Peace Officer shall take the Dog to a Registered Veterinarian for immediate treatment prior to delivering the Dog to the Animal Control Facility.

26.03 Subsequent to capture and subject to Section 26.02, the Peace Officer shall deliver a Dog to the appropriate Animal Control Facility to receive necessary care, food, water, shelter and veterinary care.

26.04 Where a Dog is captured and impounded, the Peace Officer shall take reasonable steps to locate the Owner of the Dog.

- 26.05 Where the Owner can be located, the Peace Officer shall, within twenty four (24) hours of ascertaining the name of the Owner, contact the Owner and notify him or her that the Dog has been impounded.
- 26.06 Where the Owner cannot be located, the Peace Officer shall, within twenty four (24) hours of the date upon which the Dog has been impounded, post written notices describing the Dog at the Siksika offices and/or website for not less than five (5) days.
- 26.07 No Person shall interfere with a Peace Officer in the exercise of his or her powers and duties pursuant to this By-law.
- 26.08 No Person, whether or not he/she is the Owner of a Dog which is being or has been pursued or captured, shall:
- (a) induce the Dog to enter a house, building or other place where the Dog may be safe from capture;
 - (b) falsely represent him/herself as being in charge or control of a Dog so as to establish that the Dog is not At Large; or
 - (c) unlock or unlatch or otherwise open a Motor Vehicle in which the Dog is kept for impoundment so as to allow or attempt to allow any Dog to escape therefrom.
- 26.09 In carrying out his/her duties under this By-law, the Peace Officer shall be permitted to delegate the performance of the duties contemplated in this Section as deemed necessary in the discretion of the Peace Officer.

27. IMPOUNDMENT OF DOGS

- 27.01 The Facility Supervisor may only adopt out, re-home or humanely euthanize an impounded Dog after the longer of the following applicable time periods have expired:
- (a) after a Dog is retained in the Animal Control Facility for a minimum of:
 - (i) five (5) days, not including weekends, holidays or days that the Animal Control Facility is closed, after the Owner has received notice that the Dog has been impounded, when the name and address of the Owner are known; or
 - (ii) five (5) days, not including weekends, holidays or days that the Animal Control Facility is closed, if the name and address of the Owner are not known, such period to commence five (5) days from the date upon which the notices were posted under Section 26.06;
 - (b) in the case of a Dog seized under Section 14.06, ten (10) days;
 - (c) where the Animal Control Officer decides to make an application under Section 14.07, the period of time set by a Court order for the retention or destruction of the Dog; or
 - (d) after such further period of time as agreed by the Owner of the Dog and the Animal Control Officer.
- 27.02 Despite Section 27.01, the Facility Supervisor may retain a Dog for a longer period than outlined in Section 27.01 if in his/her opinion the circumstances warrant doing so to secure the health and safety of Siksika residents.
- 27.03 Subject to any Court order and the operation of Part IV and Sections 27.02 and 27.04 of this Bylaw, at any time prior to the holding period set out in Paragraph 27.01(a) the Dog may be reclaimed by the Owner upon payment to the Animal Control Facility of:

- (a) the appropriate impoundment fee and care and sustenance fee, as set out in Schedule "B";
- (b) the appropriate License fee as set out in Schedule "A", if the Dog is not Licensed; and
- (c) the cost of any veterinary expenses for treatments provided to the Dog pursuant to this Bylaw.

27.04 Any Person seeking to reclaim a Dog must provide the Animal Control Facility with sufficient proof of ownership of the Dog.

27.05 The Facility Supervisor may adopt out, re-home or humanely euthanize any unclaimed Dogs which have been in the Animal Control Facility for longer than the period of time specified in this By-law.

27.06 The purchaser of a Dog from an Animal Control Facility shall obtain full right and title to the Dog, and the right and title of the former Owner to the Dog shall cease upon the date of the purchase.

27.07 Notwithstanding anything in this By-law, nothing shall prevent a Dog from being humanely euthanized at any time due to physical illness or injury upon the recommendation of a Registered Veterinarian.

27.08 Where a Dog is euthanized, the Owner shall be responsible for the cost of such destruction procedure, the cost of any veterinary expenses for treatments provided to the Dog, the impoundment fees and care and sustenance fees, as set out in Schedule "B".

PART VI - ADMINISTRATION AND ENFORCEMENT

28. ANIMAL CONTROL OFFICER

28.01 Animal Control Officer or his/her designate is responsible for the administration of this By-law.

28.02 Without restricting any other power, duty or function granted by this By-law, the Animal Control Officer may:

- (a) carry out or direct whatever inspections are reasonably required to determine compliance with this By-law;
- (b) delegate any of his/her powers and authorities under this By-law to any Siksika employee, contractor, or any organization as he/she deems appropriate, provided that the Animal Control Officer shall at all times remain accountable to ensure that the power and authorities under this By-law are carried out properly;
- (c) establish forms for the purposes of this By-law;
- (d) establish Off Leash Areas;
- (e) establish areas where Dogs are prohibited; and
- (f) waive the License fee otherwise payable for a Dog that is a Service Dog.

28.03 Animal Control Officer shall establish and maintain a centralized registry for recording and monitoring Licenses issued under this By-law.

29. OFFENCE

29.01 Any Person who contravenes any provision of this By-law is guilty of an offence.

30. GENERAL PENALTY PROVISIONS

- 30.01 A Person who contravenes any provision of this By-law is guilty of an offence and liable on summary conviction to a fine of not more than One Thousand (\$1,000.00) Dollars or to imprisonment for a term of not more than thirty (30) days, or both.
- 30.02 Each time an offence occurs, or where an offence is of a continuing nature, each day or part of a day on which it continues, constitutes a separate offence.
- 30.03 The levying and payment of any fine pursuant to this By-law shall not relieve a Person from the necessity of paying any fees, charges or costs for which the Person is liable under the provisions of this By-law.
- 30.04 Where a Person is in default of payment of a fine or any other fees, charges or costs under this By-law, Siksika may, in its sole discretion as it deems appropriate, withhold an amount payable by it to such Person from time to time not to exceed the amount of the unpaid fine, fee, charge or cost, and shall apply such amount to the unpaid fine, fee, charge or cost, as the case may be.

PART VII — GENERAL

31. MISCELLANEOUS

- 31.01 Nothing in this By-law relieves a Person from complying with any applicable law, regulation, other by-law or any requirements of any lawful permit, order, consent or other direction.
- 31.02 Where this By-law refers to another Act, Regulation or agency, it includes reference to any Act, Regulation or agency that may be substituted therefore.
- 31.03 Every provision of this By-law is independent of all other provisions, if any provision of this By-law is declared invalid for any reason by a Court, all other provisions of this By-law shall remain valid and enforceable.
- 31.04 It is the intention of Council that all offences created by this By-law be interpreted to be strict liability offences.
- 31.05 Words and phrases in this By-law importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and neuter.

32. OTHER FEES

32.01 The following fees are hereby established:

- (a) for shelter, feeding and care of any Dog while impounded, the amounts set out in Schedule "B";
- (b) for any required veterinary treatment, including drugs and medicines, the actual costs of the treatment; and
- (c) for the humane destruction of any Dog, the actual costs of the euthanasia procedure.

33. PROOF OF LICENSE

33.01 The onus of proving a Person has a valid and subsisting License is on the Person alleging existence of the License on a balance of probabilities.

34. PROOF OF AGE

34.01 The onus of proving the age of a Dog is on the Person alleging the age of the Dog, on a balance of probabilities.

35. CIVIL ACTION NOT AFFECTED

35.01 Nothing in this By-law limits the right of any Person to prosecute a claim for damages by reason of injuries to Person or property resulting from any action of the Owner of any Dog, or from the action of any agent of the Owner.

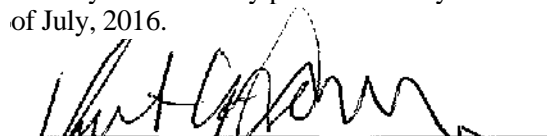
36. REPEAL

36.01 The Siksika Nation Control of Animals Bylaw is hereby repealed in its entirety.

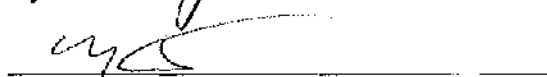
37. EFFECTIVE DATE

37.01 This By-law comes into force on the date of publication in accordance with subsection 86(4) of the *Indian Act*.

This By-law is hereby passed at a duly convened meeting of the Council of the Siksika Nation this 7th day of July, 2016.



Chief Vincent Yellow Old Woman



Councillor Wesley Water Chief

Councillor Kendall Panther Bone

Councillor Stewart Own Chief

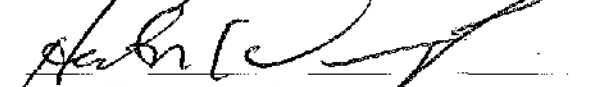


Councillor Marsha W f Collar

Councillor Fred Rabbit Carrier



Councillor Jason Doore

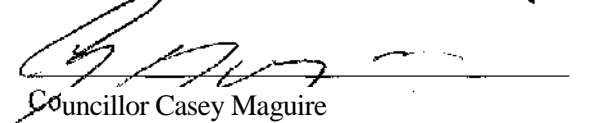


Councillor Hector Winnipeg

Councillor Ernest Barry Yellow Fly

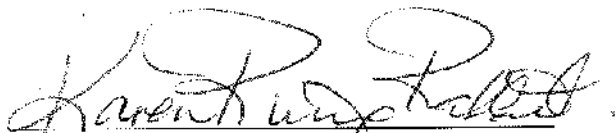


Councillor: Warren Drunken Chef



Councillor Casey Maguire

Councillor Gerald Sitting Eagle


Councillor Karen Running Rabbit

SCHEDULE "A" - DOG LICENSE FEES

Male or Female Dog

| | |
|------------------------|-----|
| (a) Intact | \$0 |
| (b) Spayed or neutered | \$0 |

Dangerous Dog \$100

Replacement License Tag \$

SCHEDULE "B" - FEES

A. Dog

Amount to be paid to Siksika Nation by the Owner of a Dog in respect of the impoundment of said Dog at the Animal Control Facility

1. Impound Fees:

- | | | |
|-----|---------------------------------|----------------------------|
| (a) | Dog that is not a Dangerous Dog | [\$Actual cost of service] |
| (b) | Dangerous Dog | [\$Actual cost of service] |

2. Care and Sustenance Fees (calculated per day or portion thereof, commencing at midnight on the day of impoundment). [\$Actual cost of service]

3. Veterinary Expenses and Destruction Expenses [\$Actual cost of service]