

If we, as the Enoch Cree Nation, are to fully restore the true governance of our ancestors, we must return to our traditional governing systems. We must restore our Okihcitâwiskwêwak, uphold the wisdom of our Kêhtê-ayak, and strengthen our Okihcitâwak. We must return to our ceremonies, remembering that our laws come from the Creator.

Our path forward is to reclaim our rightful place as a self-determined Nation, governing as we always have—through family, ceremony, and the balance of Creation.

DECLARATION OF SOVEREIGNTY

The Enoch Cree Nation asserts its Inherent right to govern our people a right that was granted to us by the Creator since time immemorial, long before the existence of Canada or its provinces or territories; Our Inherent rights have never been extinguished, ceded, nor surrendered, and remain intact through our sacred responsibilities to the Creator, to our lands, and to our people;

Enoch Cree Nation is a proud signatory to Treaty No. 6, affirming our sovereign relationship with the Crown, and upholding the sacred covenants established to ensure our survival, prosperity, and self-determination; Our Treaty was made through the sacred Pipe, which represents our relationship with the Creator, and the spiritual laws we are bound to uphold.

The government of Canada and its provinces sought to destroy our families through genocidal policies such as the Indian Act, the Indian Residential School System, the Reserve Pass System, the Sixties Scoop, and the modern child welfare system, and the Canadian legal system; These deliberate and systemic acts of interference have inflicted immeasurable harm upon our people, yet our resilience and determination remain unbroken.

The answer to restoring the sovereign nationhood of Enoch Cree Nation lies in rebuilding our home fires - returning our families to their rightful place at the heart of our governance and rebuilding our own traditional governing systems and law-making authority.

Through the creation of our own laws, empowered by our Inherent rights, Treaty Rights and Aboriginal Rights and guided by our traditional laws and governance, Enoch Cree Nation will ensure that no child or family of our Nation is ever again harmed, removed, or interfered with by any foreign government or external authority.

This Declaration of Sovereignty underscores our divine responsibility to uphold our Inherent rights through the establishment of our own Constitution aligned with our sacred Pipe Laws that govern us. Guided by our ceremonies we affirm that our sovereignty must be asserted through the development of our own laws and legislation in every sector.

Our Nation stands united and unwavering in the assertion of our sovereignty, for as long as the sun shines, the grass grows, and the rivers flow.

WHEREAS section 81(1) of the *Indian Act*, R.S.C., 1985, c. I-5 empowers the Council of Enoch Cree Nation to pass bylaws to provide for the safety, health and welfare of residents, the protection of property and the observance of law and order on a Reserve, the preservation, protection and management of fur-bearing Animals, fish and other game on the reserve, in addition to, matters arising out of or ancillary to the exercise of powers under section 81(1) of the *Indian Act*, R.S.C., 1985, c. I-5.

AND WHEREAS Enoch Cree Nation has and continues to exercise and 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. 6, 1876. These inherent Aboriginal and Treaty rights give Enoch Cree Nation the jurisdiction and authority to adopt Bylaws, which right is in addition to the rights relating to Bylaws that are provided by s.81 of the *Indian Act*.

AND WHEREAS the Council of Enoch Cree Nation has determined that it is desirable that an Animal Bylaw be established for Enoch Cree Nation.

AND WHEREAS the Council of Enoch Cree Nation deems it necessary to implement a Bylaw to regulate, prohibit, control matters related to Animals, domestic Animals, including Dogs, and ensure they are carried out in a conscientious, respectful, and prompt manner, and provide for a system of Licenses, permits, or approvals,

THEREFORE, the Council of Enoch Cree Nation enacts this *Animal Bylaw* as follows:

1. INTERPRETATION

Title

1.1 This Bylaw may be cited as the *Animal Bylaw*.

Definitions

In this Bylaw, except where otherwise defined:

1.2 “**Abandoned**” means any Animal that is:

- i) left for more than twenty-four (24) hours without adequate food, water or shelter,
- ii) left at an Animal Control Facility without any notice and known Owner,
- iii) found on Premises which have been vacated by the Owner; or
- iv) found at large on more than three (3) occasions.

- 1.3 **“Adjoining Neighbor”** means an Owner or occupant of a property that is contiguous to a subject property along a common property line. If the subject property is located on a corner lot, an adjoining neighbor includes an Owner or occupant of property that is adjacent to the subject property across a rear lane, but not across a street.
- 1.4 **“Animal”** means any Animal including a bird, chicken, hen, reptile, amphibian, or mammal excluding humans.
- 1.5 **“Animal Control Facility”** means the Animal Control Facility designated by Enoch Cree Nation which may include Animal control facilities located off the Nation, for the impounding, assessment and/or re-homing of Animals as set out in this Bylaw,
- 1.6 **“Animal Health Act”** means the *Animal Health Act, SA 2007, C A-40.2* including regulations under that statute.
- 1.7 **“Apiary”** means a place or area where bees are kept, including a collection of hives of bees kept for their honey.
- 1.8 **“At Large”** means an Animal or Animals which are not under the control of a person responsible by means of a Leash and is or are actually upon property other than the property in respect of which the Owner of the Animal or Animals has the right of occupation, or upon any highway, thoroughfare, street, road, trail, avenue, parkway, lane, alley, square, bridge, causeway, trestle way, sidewalk (including the boulevard portion of the sidewalk), park or other public place which has not been designated as an off leash area.
- 1.9 **“Attack”** means force applied by an Animal to a person or other Animal consisting of a bite, puncture, or laceration, resulting in bleeding, sprains, bruising, or multiple injuries.
- 1.10 **“Bite”** means force applied by an Animal by means of its mouth and teeth upon a person or other Animal.
- 1.11 **“Bylaw”** means a Bylaw passed by Council under the authority of the *Indian Act*.
- 1.12 **“Bylaw Enforcement Officer”** means any Bylaw Officer appointed as such by Council and who, in the execution of their duties, is a person employed for the preservation and maintenance of the public peace. Council may designate any other Nation employee assigned to specific duties related to Animal control.
- 1.13 **“Cat”** means any male or female member of the feline family.

- 1.14 **"Cemetery"** means land within Enoch Cree Nation and managed and controlled by the Nation that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried.
- 1.15 **"Chief"** means Chief of Enoch Cree Nation.
- 1.16 **"Collar"** means a band of metal or material, which is of suitable size and strength that may be humanely placed around the neck of an Animal, and to which a Tag or License may be attached.
- 1.17 **"Communicable Disease"** means a disease that affects Animals and may be transmitted to other Animals and/or human beings.
- 1.18 **"Coop"** means a fully enclosed structure intended for the keeping of hens.
- 1.19 **"Coop Run"** means a securely enclosed, roofed outdoor area attached to and forming part of a coop, for hens to roam.
- 1.20 **"Council"** means the Council of Enoch Cree Nation.
- 1.21 **"Dangerous Animal"** means any Animal at any age or sex which:
- i) shows a propensity, disposition or potential to attack or injure, without provocation, humans, or other Animals,
 - ii) without provocation, chases humans or other Animals,
 - iii) is a continuing threat of serious harm to humans or other Animals,
 - iv) without provocation, has attacked humans or other Animals,
 - v) a Bylaw Enforcement Officer, or Peace Officer determines on reasonable grounds to be a Dangerous Animal, either through personal observation or based on facts determined after an investigation initiated by a complaint.
- 1.22 **"Designated Officer"** means an Enoch Cree Nation employee designated to act on behalf of the Nation for any bylaw enforcement matters in relation to land use, or any other matters as assigned by the Nation.
- 1.23 **"Dog"** means either a male or female member of the canine family.

- 1.24 **"Feral"** means an Animal that appears wild in nature and shows no signs of domestication.
- 1.25 **"Former Owner"** means the person who at the time of impoundment was the owner of an Animal which has subsequently been sold or destroyed.
- 1.26 **"Harness"** means straps and fittings that are of suitable size and strength that may be humanely attached to the chest and back of an Animal.
- 1.27 **"Hen"** means an urban female chicken that is at least sixteen (16) weeks of age.
- 1.28 **"Hen Keeper"** means a person having any right of custody, control, or possession of a hen.
- 1.29 **"Identification"** means a functioning and/or clearly readable:
- i) microchip,
 - ii) License tag,
 - iii) vaccination tag,
 - iv) tattoo,
 - v) personal tag,
 - vi) brand,
- which is found on an Animal and can be traced to current Ownership information.
- 1.30 **"Indian Act"** means Indian Act R.S.C., 1985, c. I-5, amended from time to time.
- 1.31 **"Kennel"** means any person, group of persons, firm or corporation that is an approved and currently Licensed establishment, which is engaged in the business or recreation of breeding and/or boarding and/or selling of Animals.
- 1.32 **"Leash"** means a tether no longer than six (6) feet and of suitable strength that may be humanely attached to the collar or harness of an animal, in order that the animal's actions be controlled.

1.33 **"License and/or Tag" means:**

- i) a permanent identification tag issued by Enoch Cree Nation showing the License number for a specific Animal and that is intended to be worn on a collar or on a Harness always attached to the Animal when the Animal is off the Owner's property,
- ii) a License issued under this Bylaw that authorizes the keeping of hens on Enoch Cree Nation.

1.34 **"License Fee"** means the amount specified in **Schedule "B"** that is paid in exchange for a License.

1.35 **"Livestock"** means such Animal that has been domesticated for agricultural use or pets including but not limited to; horse(s), cattle, sheep, swine, goat(s), mule(s), or any other hooved Animal, as well as fowls, including pigeons, ducks, and turkeys, but shall not include Dogs, Cats, or chickens.

1.36 **"Microchip"** means an encoded electronic device implanted in an Animal by or under the supervision of a registered veterinarian, which contains a unique code number that provides Owner information and is stored in a central database.

1.37 **"Muzzle"** means a humane fastening or covering device of adequate strength placed over the mouth of an Animal to prevent it from biting.

1.38 **"Nation"** means Enoch Cree Nation, I.R. #135, and #135A, the lands set apart by His Majesty the King in right of Canada for the use and benefit of First Nations, and any additional lands that may be designated as Enoch Cree Nation's reserve lands in the future.

1.39 **"Nest Box"** means a box within a coop for the nesting of Hens.

1.40 **"Off-Leash Area"** means an area designated as an off-leash area for Dogs, by Enoch Cree Nation.

1.41 **"Owner"** means any person, partnership, association, or corporation owning, possessing, having charge of, or care and control, over any Animal; or harboring any Animal; or suffering or permitting any Animal to remain about the Owner's house or premises. For purposes of this Bylaw, an Animal may have only one (1) Owner.

1.42 **"Outdoor Enclosure"** means a securely enclosed, roofed outdoor area forming part of a coop having a bare earth or vegetated floor for hens to roam, includes but not limited to, all coops, enclosures, henhouses, runs, roosts, and any other accessory building or structure used for the purpose of housing animals or livestock.

1.43 **"Park"** means a public space controlled by Enoch Cree Nation and set aside as a park to be used by the public for rest, recreation, exercise, pleasure, amusement, cultural heritage, education, appreciation of nature, and enjoyment and includes:

- i) Playgrounds,
- ii) Cemeteries,
- iii) Natural areas,
- iv) Sports Fields,
- v) Pathways,
- vi) trails, and
- vii) Park roadways,
- viii) School Ground,

But does not include Golf Courses.

1.44 **"Parkland"** means all recreational land areas owned or controlled by Enoch Cree Nation, lying within the Nation's limits, and whether improved in whole or in part, or in its natural state, and includes areas administered by the Nation's parks and facilities department and includes buildings or other improvements situated on these land areas.

1.45 **"Pathway"** means a multi-purpose thoroughfare controlled by Enoch Cree Nation and set aside for use by pedestrians, cyclists and persons using wheeled conveyances, which is improved by asphalt, concrete, gravel, or any other surface, whether it is in a park and includes any bridge or structure with which it is contiguous.

1.46 **"Peace Officer"** means a Bylaw Enforcement Officer, Animal Control Officer, a Police Officer under the Police Act, a member of a police service under the Police Act, a Peace Officer appointed under the Peace Officer Act for the purposes of this Bylaw and the Traffic Safety Act, A wildlife officer appointed under the Wildlife Act, A forest officer appointed under the Forests Act.

1.47 **"Person"** includes any individual, corporation, society, association, partnership, or firm.

1.48 **"Playground"** means land within Enoch Cree Nation and controlled by the Nation upon which apparatus such as swings, and slides are placed.

- 1.49 **"Premises Identification (PID) Number"** means a nine-character combination of numbers and letters issued by the Province of Alberta pursuant to the provisions of the *Animal Health Act* to owners of livestock.
- 1.50 **"Professional Dog Trainer"** means a person specializing in training Dogs.
- 1.51 **"Property"** means any real or personal property which, without limiting the generality of the foregoing, includes land and structure.
- 1.52 **"Provincial Offences Procedure Act"** means the *Provincial Offences Procedure Act, RSA 2000, C.P-34* as amended or repealed and replaced from time to time.
- 1.53 **"Registered Veterinarian"** means a registered veterinarian as defined in the *Veterinary Profession Act*.
- 1.54 **"Residential District or District"** means a designated residential district or other district as per the Enoch Cree Nation Zoning Bylaw.
- 1.55 **"Rooster"** means a male chicken.
- 1.56 **"School Ground"** means that area of land adjacent to a school and that is property owned or occupied by the Maskekosak Kiskinomatowikamik School and includes property owned or occupied with another party or Enoch Cree Nation.
- 1.57 **"Secure Enclosure"** means a building, pen or fenced area which is secured and constructed in such a manner that it will not allow an enclosed Animal to jump, climb, dig out of, or otherwise escape from it, nor allow unauthorized individuals to enter into the area, unless the unauthorized individual forces their way inside the enclosure, and which conforms with the following minimum requirements:
- i) the secure enclosure shall have secure sides.
 - ii) the secure enclosure must provide the Animal with adequate shelter from the elements including heat, cold, sun, rain and wind.
 - iii) the size of the secure enclosure shall be adequate to allow the Animal full biological function.
- 1.58 **"Sell"** means to exchange or deliver for money or its equivalent.
- 1.59 **"Service Dog"** has the same definition as set out in the *Service Dog Act, S.A. 2007 c.S-7.5* and includes a Dog that is in training to become a service Dog but does not include Dogs that are no longer actively being used as a service Dog.

- 1.60 **"Severe Injury"** includes any injury to a person or Animal that requires medical attention such as wounds requiring sutures, or other wound repair and closing, or surgery, disfiguring or scarring lacerations, broken bones, severe sprains, or any other similar serious injury, and any other injury as determined to be severe by a Provincial Court of Justice, board, or Director upon hearing the evidence.
- 1.61 **"Sign"** means an inscribed board, structure or device serving for advertising or information and includes, without being limited to, freestanding signs, portable signs, and banners.
- 1.62 **"SPCA"** means the Alberta Society for the Prevention of Cruelty to Animals.
- 1.63 **"Sports Field"** means land within Enoch Cree Nation and controlled by the Nation which is set apart and used for the playing of a sport including, but not limited to, baseball diamonds, field hockey or cricket pitches, and rugby, soccer, or football fields.
- 1.64 **"Subject Property"** means a lot or parcel of land in respect of which a hen License is sought or has been issued.
- 1.65 **"Tattoo"** means a permanent visible marking on the skin of an Animal created by or under the supervision of a registered veterinarian, which contains a unique code of letters and/or numbers that provide Owner information recorded by a registered veterinarian and/or the *Alberta Veterinarian's Medical Association* and its national affiliates.
- 1.66 **"Violation Tag"** means an Enoch Cree Nation issued tag whereby the person alleged to have committed a breach of a provision of a Nation Bylaw is given the opportunity to pay a voluntary penalty to the Nation in lieu of prosecution for an offence.
- 1.67 **"Violation Ticket"** means a violation ticket, pursuant to a Part 2 Provincial Court summons or a Part 3 offence notice, as defined in the *Provincial Offences Procedure Act, R.S.A. 2000, c. P-34*.

2. LICENSING

- 2.1 No person shall own, keep, or harbor any Dog within Enoch Cree Nation limits without a valid and subsisting Dog License for that Dog.
- 2.2 No person shall own, keep, or harbor any Cat within Enoch Cree Nation limits without a valid and subsisting Cat License for that Cat.

- 2.3 The Owner of every Dog or Cat over the age of six (6) months on Enoch Cree Nation shall complete a pet registration form, obtain a License Tag and pay a License Fee and non-refundable deposit fee as set out in **Schedule "A"**, attached to, and forming part of this Bylaw, as amended from time to time.
- 2.4 Approved Animal License Tags, Licenses or hen keeping Licenses are issued annually and must be renewed prior to May 31 of each calendar year. An Animal with an expired License Tag shall be deemed to be not Licensed.
- 2.5 All Animals shall be microchipped, and the Owner must provide written proof from a veterinary facility or such, who performed the procedure, or, alternatively, the owner may supply a statutory declaration declaring that the Animal is microchipped.
- 2.6 Every person who becomes the Owner of a Dog or Cat over the age of six (6) months or takes up residence within Enoch Cree Nation and who is the Owner of the Dog or Cat which is over the age of six (6) months and which is not currently Licensed in accordance with this Bylaw, shall License the same and pay the License fee, within one (1) month after becoming Owner of the said Dog or Cat; or taking up residence within the Nation.
- 2.7 In the prosecution or proceedings for a contravention of this Bylaw, the burden of proof relating to the age of the Dog shall be upon the Owner and unless the contrary is proven, the Dog or Cat shall be presumed to have attained the minimum age of six (6) months at the time of the charge.
- 2.8 Licenses issued under this Bylaw shall not be transferable from one Animal to another or from one Owner to another unless prior written approval is received from the Enoch Cree Nation Band Office.
- 2.9 Upon payment of the required License fee, the Owner will be supplied with a License tag stamped with a number and the year the License is effective for.
- 2.10 The Nation or a Bylaw Enforcement Officer, or a Peace Officer may revoke a License if:
- i) the applicant fails to comply with any condition of the License,
 - ii) the License was issued based on incorrect information or a misrepresentation by the applicant,
 - iii) the License was issued in error,
 - iv) the Owner breaches a provision of this Bylaw,
 - v) a registered veterinarian certifies that the Animal is a health risk.

- 2.11 If the License application is rejected, or a License that has been issued is subsequently revoked or cancelled, the Owner shall remove the Animal from Enoch Cree Nation immediately or turn the Animal over to a Bylaw Enforcement Officer or a Peace Officer for disposition under this Bylaw, within forty-eight (48) hours of being given written notice that the License application has been rejected or the License has been revoked or cancelled.
- 2.12 If a License Tag is lost or stolen, a replacement Tag can be purchased by the Owner upon making payment of the fee set out in **Schedule "B"** attached to and forming part of this Bylaw, amended from time to time.
- 2.13 If a License Tag is not associated with current Ownership and/or Animal information, the License Tag shall be deemed invalid.
- 2.14 No person shall be entitled to a License rebate or refund under any provision of this Bylaw.
- 2.15 Every Owner shall provide a suitable collar or harness and ensure that the License Tag is securely fastened to a Collar or Harness, which must be always worn by the Dog or Cat, always. **Note:** *License Tags may be removed from the Dog or Cat during grooming or other situations while on the Owner's property.*
- 2.16 Animal Owners shall provide the Nation with the following information with each application for an Animal License:
- i) name, mailing address, street address, telephone contact number(s) of Owner(s) and be of at least eighteen (18) years of age,
 - ii) name, age, and explicit detail of breed,
 - iii) description of animal to be licensed,
 - iv) any other information as required with respect to the application.
- 2.17 Enoch Cree Nation Band Office shall keep a record of all Animal Licenses pursuant to this Bylaw.
- 2.18 Every owner shall notify the Nation of their change of address within fourteen (14) days of the change of residency.

Maximum Numbers

- 2.19 No person shall keep or harbor more than two (2) pets, Dog or a Cat, of whatever sex, whether Licensed or not and aged six (6) months or more, no bigger than fourteen (14) inches at shoulder height at maturity, at one and the same time, in any apartment within the Nation.
- 2.20 No person shall keep or harbor more than four (4) pets, Dog or a Cat, of whatever sex, whether Licensed or not and aged six (6) months or more, at one and the same time, in any house, home, shelter, room or place within the Nation.
- 2.21 Within limits of the Nation, subsection 2.19 of this Bylaw shall not apply to:
- i) any premises lawfully used for the care and treatment of Animals operated by and in charge of a Registered Veterinarian,
 - ii) any premises that may be temporarily used for the purpose of an Animal show,
 - iii) an organization that is offering a recognized training or obedience class for Animals,
 - iv) any person in possession of a valid business License to operate a pet store, Animal grooming parlor, or kennel if said person adheres to said business License conditions,
 - v) Dogs or Cats accompanying persons temporarily on the Nation on business or vacation for a period not exceeding fourteen (14) days, or such longer periods as may be authorized by written permission from the Nation.

Kennels

- 2.22 No person shall operate a Kennel in any district on the Nation.

3. DANGEROUS ANIMALS

- 3.1 Enoch Cree Nation will **NOT** permit or License any Dangerous Animals within the community. If an Animal becomes and is designated as a Dangerous Animal, the Bylaw Enforcement Officer or Peace Officer may utilize discretion and impose strict conditions for an Animal.

3.2 If an Animal is designated as a Dangerous Animal, as defined under this Bylaw, the existing License(s) shall be revoked, and the Owner shall remove the Dangerous Animal from the community as per subsection 2.11 of this Bylaw.

- i) Notwithstanding subsection 3.2, if a Dog is deemed a vicious and/or dangerous Dog, the Bylaw Enforcement Officer or Peace Officer may place said Dog on restrictions and/or conditions and the Owner shall maintain in force a policy of liability insurance in a form satisfactory to the Nation providing third party liability coverage in a minimum amount of two million (\$2,000,000.00) dollars for injuries caused by the Owners dangerous Dog and no License or permit shall be issued for a dangerous Dog unless proof of such insurance coverage is provided to the Nation along with the application.

Threatening Behaviors

3.3 The Owner of an Animal shall ensure that such Animal does not:

- i) bite, bark at, or chase stock, Animals, bicycles, automobiles, or other vehicles,
- ii) chase or otherwise threaten a person or persons, off the property of the Owner,
- iii) damage public or private property in any way. The Owner of the Animal retains the responsibility to repair any such damage caused by their Animal, and at their own cost. If the Animal Owner does not complete their duties under this subsection, the property Owner may seek redress through legal action,
- iv) do any act that injures a person or persons, off the property of the Owner,
- v) bite, or attack a person or persons, off the property of the Owner,
- vi) bite, or attack another Animal causing severe injury off the property of the Owner,
- vii) cause death in any way to another Animal off the property of the Owner,
- viii) bite, or attack a person or persons, off the property of the Owner, causing severe injury.

3.4 No Owner must use or direct an Animal to attack, chase, harass or threaten a person or Animal.

- 3.5 If the Owner of an Animal, or an Animal contravenes subsection 3.3 or 3.4, a Bylaw Enforcement Officer or Peace Officer, on reasonable and probable grounds to believe, may identify and designate the Animal as a Dangerous Animal and direct the Animal to be removed from the Nation or utilize discretion and impose strict conditions for the Animal.
- 3.6 If a Bylaw Enforcement Officer or Peace Officer identifies or designates an Animal as a Dangerous Animal, the Bylaw Enforcement Officer or Peace Officer shall:
- i) provide the Owner, if an Owner can be identified, with written notice that the Animal has been identified as a Dangerous Animal,
 - ii) if required, seize, capture, restrain or impound the Animal,
 - iii) may require the Animal to be identified, spayed or neutered and/or vaccinated at the Owner's expense,
 - iv) may direct the Owner to keep the Animal in accordance with such conditions as the Bylaw Enforcement Officer or Peace Officer deems appropriate to secure the health and safety of Enoch Cree Nation residents.
- 3.7 Within ten (10) days of receipt of a written notice issued pursuant to subsection 3.6, the Owner may file a written notice of appeal of the Bylaw Enforcement Officer's or Peace Officer's decision to the Office of the Chief, setting out the reasons for the appeal.
- 3.8 Upon receipt of a written notice of appeal pursuant to subsection 3.6, the Office of the Chief or Designate shall hear the appeal, or alternatively, mediate the dispute, within thirty (30) days.
- 3.9 After reviewing the appeal, and hearing evidence from witnesses, including the Owner, the Bylaw Enforcement Officer or Peace Officer, and anyone else having relevant information, the Office of the Chief or Designate,
- i) may either confirm, vary, substitute or cancel Bylaw Enforcement Officer's or Peace Officer's decision; and,
 - ii) shall issue their decision, in writing, to the Owner, and the Bylaw Enforcement Officer or Peace Officer, within thirty (30) days of the hearing, or the mediation, being closed.
- 3.10 Should an Animal be seized, captured, restrained or impounded, as per subsection 3.6, the Bylaw Enforcement Officer or Peace Officer may:

- i) upon being satisfied that the release of the Animal will not pose a risk to the health and safety of Enoch Cree Nation residents, release the Animal to its Owner,
- ii) take steps to rehabilitate and/or rehome the Animal; or,
- iii) notwithstanding subsection 3.11, recommend that the Animal be humanely euthanized.

3.11 Subsections 3.7, 3.8, and 3.9 do not apply where:

- i) an Animal has inflicted life-threatening injuries upon another domestic Animal or a person,
- ii) an Animal has caused the death of a domestic Animal or person; or
- iii) an Animal has an infectious disease or is a vector of a contagious biohazard,
- iv) the Bylaw Enforcement Officer or Peace Officer believes, on reasonable and probable grounds, that an Animal is an immediate danger to the community at large,
- v) a Dangerous Animal is captured or impounded and an Owner in respect of the Animal cannot be identified.

Duty to Report Bite

3.12 An Owner must make a report to an Enoch Cree Nation Protective Services Bylaw Enforcement Officer or Peace Officer within twenty-four (24) hours if the Owner's Animal bites a person or another Animal by:

- i) providing the Owner's name and the Animal's License number to the person who was bit or whose Animal was bit, and,
- ii) filling out an Animal Bite Report, providing the Owner's name and the Animal's License number to a Bylaw Enforcement Officer or Peace Officer, with all details of the event.

Dangerous Animal on Owner's Property

3.13 A Dangerous Animal or dangerous Dog shall, always when the Animal is on the Owner's property, be:

- i) indoors; or
- ii) in a secure enclosure.

3.14 Within ten (10) days of an Animal being declared a Dangerous Animal by a Bylaw Enforcement Officer or Peace Officer, the Owner of the Animal is required to display a sign approved by Enoch Cree Nation Protective Services or Animal Services, at each entrance to the Owner's property and to the secure enclosure.

Dangerous Animal off Owner's Property

3.15 The Owner of a Dangerous Animal or dangerous Dog shall, always when the Animal is off the Owner's property, ensure that the Animal is:

- i) under control,
- ii) wearing a Muzzle; and,
- iii) held on a Leash not exceeding one meter in length by an adult eighteen (18) years of age or older.

3.16 Dangerous Animals or dangerous Dogs are not allowed in off leash areas, school yards, parks, or at public events.

3.17 The Owner of a Dangerous Animal or dangerous Dog shall notify a Bylaw Enforcement Officer or Peace Officer immediately if the Animal is at large and shall take all reasonable steps to locate the Animal and bring it under control.

3.18 If a Dangerous Animal or dangerous Dog is located off the Owner's property and poses an immediate threat to the health and safety of a person or a domestic Animal, a Bylaw Enforcement Officer or Peace Officer may terminate the life of the Animal in a safe and humane manner.

Reclassification of a Dangerous Animal

3.19 An Owner may apply to the Office of the Chief for a revocation of a Dangerous Animal or dangerous Dog designation made under this Bylaw if the Owner of the Dangerous Animal has not contravened any provisions of, or been convicted of, any offences under this Bylaw for a continuous period of not less than three (3) years.

4. OWNERS RESPONSIBILITIES

Keeping Animals Under Control

- 4.1 This section shall apply to all Animals except where explicitly referring to certain Animals.
- 4.2 No Owner shall suffer, permit, or allow for any reason any Animal to be at large within the Nation.
- 4.3 Unless a visible sign indicates that the area has been designated as an off-leash area an Owner shall always keep the Owner's Dog on a leash.
- 4.4 Notwithstanding subsections 4.2 and 4.3, an Owner may allow their Dog off a leash if the Dog is assisting the Owner with the transportation or herding of livestock, or in a designated off-leash area, however, must ensure the Dog is always under control.
- 4.5 An Owner must not allow an Animal other than a Dog to enter or remain in a designated off-leash area.
- 4.6 No Owner shall permit their Animal, other than a leashed Dog, to be on parkland areas.
- 4.7 Subsection 4.6 does not apply when the Animal is in a bona fide show, contest or other event at a place and time approved by the Nation.
- 4.8 A female Animal in heat shall be confined within the Owner's residence or taken to a Licensed Kennel during the entire period that the Animal is in heat; except that a female Dog or Cat on a leash may be allowed outside the said residence for the sole purpose of permitting the Dog or Cat to defecate and/or urinate on the premises of the Owner.

Removing Excrement

- 4.9 Each Animal Owner or person in care or control of an Animal that is off the Owner's property must remove any feces from their animal immediately.
- 4.10 Animal Owners must be equipped with a suitable bag, scooper, or other means of completely removing an animal's defecation. Disposal of such feces must be contained in a suitable container and must be disposed of in a sanitary manner.
- 4.11 Residences or grounds where any Animals are kept shall always be maintained in a clean, sanitary, and inoffensive condition, to the satisfaction of a Bylaw Enforcement Officer or Peace Officer.

- 4.12 An Owner of a registered guide Dog, or a person being assisted by a registered guide Dog is not subject to the obligations imposed in subsection 4.11 of this Bylaw, however, shall obtain assistance from another person to help ensure the Owner meets the requirements set out in subsection 4.11.

Nuisances

- 4.13 The Owner of an Animal must ensure that such Animal does not upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public or private property or in or about premises not belonging to or in the possession of the Owner of the Animal.
- 4.14 No person shall, but not limited to, tease, torment, annoy, abuse, injure or provoke any Animal.
- 4.15 No person shall negligently or willfully open any gate, door, or other opening in fence, untie, loosen, or otherwise release and free any Animal thereby allowing said Animal to be at large.

Noise

- 4.16 No Owner shall suffer, permit, allow or for any reason have their Animal to bark or howl excessively or in any other manner to disturb the peace of any person consistently and grievously. The onus is on the complainant to show that the Animal in question is the source of the disturbance.

- i) Complaints can be submitted to the Nation by completing and submitting a complaint form to the Enoch Cree Nation Animal Services Department Bylaw Enforcement Officer at animalservices@enochnation.ca,
- ii) A completed Animal Noise Tracking Form will be required to investigate Animal noise complaints, which are available from an Enoch Cree Nation Animal Services Bylaw Enforcement Officer by contacting them at animalservices@enochnation.ca.

Unattended Animals

- 4.17 The Owner of an Animal must ensure that such Animal is under their control and does not interfere with the safe passage of others while tethered or tied on premises where the public has access, whether the right of access is express or implied.
- 4.18 The Owner of an Animal must ensure that such Animal is not left tethered or tied up on a property longer than sixteen (16) hours at a time.

- 4.19 The Owner of an Animal must not allow the Animal when tethered or tied up in an unfenced or unbarricaded residential yard to get closer than 1.5 meters to the property line.

Securing Animals in Vehicles

- 4.20 The Owner of an Animal left unattended in a motor vehicle must ensure:
- i) the Animal is restrained in a manner that prevents contact between the Animal and any member of the public, and
 - ii) the Animal is not confined in such a manner that places it in a life or health threatening situation by exposure to a period of extreme heat or cold, without proper ventilation or other protection from such heat or cold.
- 4.21 For the purpose of this subsection, "roadway" means any street or highway, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles.
- 4.22 An Owner must not allow an Animal to be outside of the passenger cab of a motor vehicle on a roadway, regardless of whether the motor vehicle is moving or parked.
- 4.23 Notwithstanding subsection 4.22, an Owner may allow an Animal to be outside the passenger cab of a motor vehicle, including riding in the back of a pickup truck or flatbed truck if the Animal is:
- i) in a fully enclosed trailer,
 - ii) in a topper enclosing the bed area of a truck, or
 - iii) contained in a ventilated kennel or similar device securely fastened to the bed of the truck.

Communicable Diseases

- 4.24 An Owner of an Animal suspected of having a communicable disease or rabies must immediately report the matter to *The Canadian Food Inspection Agency* or *Alberta's Medical Officer of Health*, and to the Enoch Cree Nation Animal and Protective Services Departments.

- 4.25 In the event of an Animal suspected of having rabies, or an outbreak, or threatened outbreak of a communicable disease affecting Animals, which may be transmitted to human beings or between Animals, the Owner shall confine the Animals, humanely, entirely for not less than fourteen (14) days to the Owner's premises, in such a manner to prevent further spread of the disease.
- 4.26 If an Owner cannot humanely confine or quarantine an Animal to their premises, in such a manner to prevent further spread of any communicable disease, the Owner shall transport the Animal to a Registered Veterinarian, for quarantine at the Owner's expense.
- 4.27 When an Animal under quarantine has been diagnosed as rabid or suspected by a Registered Veterinarian as being affected by a communicable disease and dies while under observation, a Bylaw Enforcement Officer or Peace Officer shall notify the Medical Officer of Health and the Nation of any reports of human contact, and the diagnosis made of a suspected Animal.
- 4.28 During such period of a communicable disease quarantine or humanely confinement as herein mentioned in subsection 4.25, every Animal bitten by an Animal adjudged to be affected by said disease, shall forthwith be humanely euthanized, or at the Owner's expense and option shall be treated for the disease infection by a Registered Veterinarian or held under quarantine by the Owner in the same manner as other Animals are in quarantine.
- 4.29 Notwithstanding subsection 4.28, If an Owner cannot humanely confine or quarantine an Animal that has bitten or been bitten by another Animal to their premises, in such a manner to prevent further spread of any communicable disease, the Owner shall transport the Animal to a Registered Veterinarian, for quarantine at the Owner's expense.
- 4.30 Except as prescribed in this Bylaw, no person shall kill, or cause to be killed, any Animal suspected of being exposed to a communicable disease or any Animal which has bitten a human, unless carried out humanely by a Registered Veterinarian.
- 4.31 The carcass of any dead Animal exposed to a communicable disease shall upon demand be surrendered to a Bylaw Enforcement Officer or Peace Officer or disposed of in a manner by directions of a Bylaw Enforcement Officer or Peace Officer.
- 4.32 A Registered Veterinarian or Bylaw Enforcement Officer or Peace Officer shall direct the disposition of any Animal found to be infected with a communicable disease.

Prohibited Possession of Livestock

4.33 No person shall have or harbor:

- i) any poisonous snakes, poisonous reptiles, or poisonous insects,
- ii) any Animal or species, including the above, deemed dangerous or objectionable in the opinion of the Office of the Chief or Designate, the Nation's Chief and Council, or a Bylaw Enforcement Officer or Peace Officer,

of whatever sex in any public or private property including in any apartment, house, shelter, room, or place within the Nation.

Honeybees

4.34 No person shall possess more than two (2) colonies of bees on a parcel of land at any time.

4.35 The hive(s) must be in the rear yard of a parcel.

4.36 The apiary must be kept clean and tidy.

4.37 The apiary must comply with all rules and regulations specified in the *Enoch Cree Nation Zoning Bylaw #2018-01*.

Essential Needs

4.38 Every Owner of an Animal shall provide sufficient food, water, care, and medical attention when required, and shelter including protection from the atmospheric elements such as, but not limited to, the sun, snow, rain, hail, wind, cold or hot temperatures, or any other atmospheric or environmental condition which could reasonably be expected to cause an adverse effect on the Animal.

4.39 No person shall cause or allow any person to cause cruelty to an Animal, an Animal to be abused, in distress or neglected in any way.

4.40 Any alleged distress, abuse, cruelty, or neglect of an Animal shall be reported by a resident to Enoch Cree Nation Animal Services Bylaw Enforcement Officer, by completing a complaint form available by contacting the Nation's Bylaw Enforcement Officer at animalservices@enochnation.ca. A Bylaw Enforcement Officer will investigate the matter.

5. HEN KEEPING

- 5.1 The purpose of this section is to enable hen keeping as urban agriculture if the Hen Keeper is the holder of a valid Hen License from the Nation and always remains in compliance with the provisions of this Bylaw and the *Enoch Cree Nation Zoning Bylaw #2018-01*.

Hen License Requirements

- 5.2 A person may keep up to a maximum of three (3) urban hens per parcel of land on the Nation by, but not limited to:
- i) first contacting all adjoining neighbors and notify them of the intent to apply for a hen License on the subject property,
 - ii) obtaining a Premises Identification (PID) under the *Animal Health Act*,
 - iii) completing an Urban Chicken Training Course or equivalent, designed to provide adequate information regarding the successful keeping of chickens in an urban area, and providing a copy of the course completion certificate to the Nation,
 - iv) demonstrating to the satisfaction of the Nation that all adjoining neighbors have been notified of the intent to apply for a hen License,
 - v) providing the Nation with information such as a name, address, contact phone number of who will be the hen keeper,
 - vi) providing the Nation, a copy of a Certificate of Title for the Subject Property issued by the Land Titles Office not more than two weeks prior to the date of the application or obtaining a copy of a Certificate from the Enoch Cree Nation Band Office,
 - a) notwithstanding subsection 5.2(vi), a certificate is not required where the property and subject property is owned by Enoch Cree Nation,
 - vii) providing the Nation, written permission to keep hens on the subject property, from the registered Owner of the subject property as shown on the Certificate of Title, if the hen keeper is not the registered Owner,
 - a) notwithstanding subsection 5.2(vii), a certificate is not required where the property and subject property is owned by Enoch Cree Nation,

- viii) providing the Nation, a drawing that shows the location and size of the coop or outdoor structure on the subject property, and associated setbacks from the coop or outdoor structure to the side and rear property lines,
- ix) the Nation completing an inspection of the location and size of the coop or outdoor structure on the subject property to ensure all requirements including size, and regulations have been met as per the *Enoch Cree Nation Zoning Bylaw #2018-01*.

5.3 A person may keep or possess a rooster with a valid hen License.

Hen License Approval

5.4 Once a hen License is approved by the Nation, the hen keeper shall pay the required hen License Fee as prescribed in **Schedule "B"** of this Bylaw.

5.5 Hen Licenses shall not be reduced or prorated no matter the month of purchase.

5.6 A hen License shall not be refunded or rebated.

5.7 A hen License is not transferable from one person to another.

5.8 A hen License is not transferable from one property to another except:

- i) when a Licence holder has moved to a new property within the Nation, then:
- ii) the Licence holder may apply to transfer the Licence; and
- iii) an inspection of the new property must be carried out to determine the License holder is still able to meet all requirements for a hen License as set out in this Bylaw at such property.

5.9 A hen License does not take effect until:

- i) the appeal period referenced in subsection 5.14 has expired, if no appeal was received during the appeal period; or
- ii) The Nation has decided on any appeal and that decision upholds the issuance of the hen License, with or without conditions.

- 5.10 Keeping or building coops is a development under the *Enoch Cree Nation Zoning Bylaw #2018-01* but, subject to subsection 5.30 of this Bylaw, does not require a development permit if hen keeping complies with the *Enoch Cree Nation Zoning Bylaw #2018-01* and is Licensed under this Bylaw.
- 5.11 The Nation will notify adjoining neighbors when a hen License is issued.
- 5.12 The Nation may refuse to issue or renew a hen License, or may revoke a previously issued hen License, for any of the following reasons:
- i) an applicant for or holder of a hen License does not meet or has ceased to meet the requirements of this Bylaw,
 - ii) an applicant has submitted false information,
 - iii) an applicant for or holder of a hen License has outstanding unpaid fines under this Bylaw or any other Enoch Cree Nation Bylaw,
 - iv) an applicant has previously been the holder of a hen License that was revoked for non-compliance with this Bylaw, or in respect of which an order has been made under the *Enoch Cree Nation Zoning Bylaw #2018-01* or *section 81(1) of the Indian Act*,
 - v) an applicant for or holder of a hen License has been convicted of any offence involving abuse, mistreatment or negligent treatment or keeping of Animals; or
 - vi) in the opinion of the Nation, an Enoch Cree Nation Animal Services Bylaw Enforcement Officer or Protective Services Peace Officer, it is in the public interest to refuse to issue a hen License.

Appeals

- 5.13 An appeal lies from a decision of the Nation to the Chief's designate in relation to decisions to:
- i) issue a hen License if the Appellant is an adjoining neighbor,
 - ii) impose conditions on a hen License, if the Appellant is the person who applied for the hen License or is an adjoining neighbor,
 - iii) refuse to issue a hen License, if the Appellant is the person who applied for the hen License; or

- iv) revoke a hen License, if the Appellant is the holder of the hen License that was revoked.

5.14 An appeal under subsection 5.13 must be in writing, addressed to the Office of the Chief of Enoch Cree Nation or Designate, and must be received in that Office not later than fourteen (14) days after the decision appealed from is issued. The appeal must:

- i) Provide a complete and concise summary of the grounds of appeal,
- ii) Describe the evidence and information that the applicant seeks to rely upon; and
- iii) Include copies of any documentary evidence that the appellant seeks to rely upon.

5.15 An adjoining neighbor may appeal under clause 5.13(i) or 5.13(ii) of this Bylaw only if the grounds of appeal are:

- i) that the keeping of hens on the subject property is likely to have a materially adverse effect on the health of the adjoining neighbor or of a person living in the premises of the adjoining neighbor; or
- ii) a reason or factor listed in clauses 5.12(i), (ii), (iv) or (v) of this Bylaw.

5.16 As soon as reasonably practicable and in any event not more than fourteen (14) days after receiving a notice of appeal the Office of the Chief must appoint a Designate for the purpose of hearing the appeal, and apart from appointing the Designate and providing them with administrative support the Chief Operating Officer may not be involved in the appeal process.

5.17 As soon as reasonably practicable after appointment pursuant to subsection 5.16, the Designate must determine whether the appeal complies with the requirements of subsection 5.14(i) through (iii) and whether the appeal is within the jurisdiction outlined in subsections 5.13 and 5.15, as the case may be. If the Designate determines that the requirements of subsection 5.14(i) through (iii) are not met or that the appeal is outside the appeal jurisdiction in subsections 5.13 and 5.15 the Designate shall promptly advise the appellant that the appeal is denied.

5.18 The appeal shall be heard within thirty (30) days after the determination is made in accordance with subsection 5.17. The Designate appointed under subsection 5.16 shall have full authority to determine the procedures for the hearing of the appeal, including the authority to determine whether the appeal may be decided solely through written submissions or whether an oral hearing is required.

5.19 The Nation's Designate shall provide their decision in writing, with reasons, within seven (7) business days of the hearing of the appeal. The Designate may:

- i) uphold the Nation's original decision,
- ii) vary the decision of the Nation, including imposing conditions on a hen License that differ from any conditions imposed by the Nation; or
- iii) overturn the decision of the Nation.

5.20 The decision of the Enoch Cree Nation Designate is final and binding and is not subject to appeal to a Court.

Hen Keeper' Responsibilities

5.21 Hen Keepers must comply with the *Animal Health Act*.

5.22 Hen Keepers and/or Owners of a subject property shall:

- i) ensure good husbandry practices where each hen is provided with food, unfrozen water, shelter, adequate light, ventilation, warmth, veterinary care, and opportunities to scratch, peck, dust-bathe, roost, and socialize with their own kind,
- ii) provide warmth to the hens through heat lamps, wall insulation, poly-sheeting, seedling heat mats, or other means,
- iii) maintain the coop in good repair and sanitary conditions, free from vermin and noxious and offensive smells and substances,
- iv) construct and maintain the coop to prevent rodents from being harbored underneath, within, or within the walls of the coop, and to prevent access to the coop by any other Animal,
- v) always keep each hen in a secured area,
- vi) keep each hen locked in the coop from sunset on any given day, to sunrise the following day,
- vii) ensure that hens are kept in the coop with all openings, such as doors and windows, secured in such a manner that will not allow predators to enter,
- viii) keep food and water containers in the coop,

- ix) store feed in a fully enclosed, non-penetrable container,
- x) remove leftover feed, trash, and manure, in a timely manner,
- xi) follow biosecurity procedures recommended by the *Canadian Food Inspection Agency (CFIA)* to reduce potential for disease outbreak,
- xii) ensure hens are slaughtered or euthanized at an appropriate location or facility, not on the hen keeper's or subject property,
- xiii) dispose of the carcass of a hen deceased by natural causes, by double bagging and bringing it to a Registered Veterinarian, farm, abattoir, or other operation that is lawfully permitted to dispose of hens,
- xiv) take hens to a Registered Veterinarian, farm, abattoir, or other operation if hens are no longer wanted,
- xv) keep hens for personal use only, and not sell eggs, manure, meat, or any other products derived from hens; and
- xvi) keep a hen in an enclosed cage with proper ventilation when actively transporting the hen.
- xvii) store manure within a fully enclosed container, and store no more than eighty-five (85) liters (3 cubic feet) of manure on the property at any time,
- xviii) remove all other manure not used for composting or fertilizing and dispose of such appropriately at the Nation' landfill.

Coop Requirements

- 5.23 A coop is only permitted within the rear yard of a parcel.
- 5.24 A coop must be a maximum of eight (8) m² in floor area and three (3) m in height.
- 5.25 A minimum coop indoor floor area of 0.37m² (3.98 ft²) per hen is required.
- 5.26 A minimum coop run outdoor area of 0.93m² (10.1 ft²) per hen is required.
- 5.27 A coop must contain a minimum of one (1) nest box for three (3) Hens.
- 5.28 A coop must contain a minimum of one (1) perch per hen that is at least 15cm (5.91in) long.

- 5.29 The setbacks of a coop from property lines and/or other structures within the same property must comply with the minimum requirements outlined in the Nation' *Zoning Bylaw #2018-01*.
- 5.30 The maximum lot coverage of all structures on a property, including a coop, must comply with the Nation' *Zoning Bylaw #2018-01*.
- 5.31 A development permit is required for a coop if the floor area and/or height of the coop does not comply with this Bylaw and/or the requirements of the Nation' *Zoning Bylaw #2018-01*. A separate Owner authorization form for the development permit is required if a development permit is required.
- 5.32 The Nation has the authority to impose additional site-specific conditions.

6. IMPOUNDMENT AND DISPOSITION

- 6.1 A Bylaw Enforcement Officer or Peace Officer may capture and/or seize any Animal(s) found running at large or running loose, or for the purposes of a Dangerous Animal investigation and may impound said Animal(s) in the Nation' Animal Shelter.
- 6.2 Any person who captures an animal running at large or takes possession of an at large Animal may, after contacting and receiving authorization from an Enoch Cree Nation Animal Services Bylaw Enforcement Officer or Protective Services Peace Officer, transport the Animal to the Nation' Animal Shelter and shall turn the Animal over to the Nation' staff forthwith.
- 6.3 Any person who has a complaint about a Cat running at large or causing damage to their property, may utilize a Cat trap only from April 1 to September 30. Cat trap usage requires prior approval by an Enoch Cree Nation Animal Services Bylaw Enforcement Officer or Protective Services Peace Officer.
- 6.4 Any person who has or utilizes a Cat trap must check the trap at least twice daily.
- 6.5 Upon seeing that a Cat is trapped, the person must contact the Nation's Animal Shelter to receive prior authorization and may transport the Cat in the trap to the Nation' Animal Shelter. The person shall turn the Cat over to the Nation' staff forthwith.
- 6.6 Any person checking in an Animal to the Nation' Animal Shelter, shall complete an Animal Intake Form, available at the Nation' Animal Shelter, providing all pertinent details.

- 6.7 An Enoch Cree Nation Protective Services Peace Officer may enter any private or public land, vehicle, or place, other than a dwelling house without warrant, if necessary, for the purposes of carrying out their duties under this Bylaw.
- 6.8 To assist in the capture or seizure of Animal(s) at large or loose, a Bylaw Enforcement Officer or Peace Officer may utilize live traps, catch poles, snappy snares and/or any other equipment as recommended by the *Alberta Veterinarian's Medical Association*. Said equipment shall be used in a humane manner.
- 6.9 An Animal impounded under subsections 6.1 and 6.2 shall be kept in the Nation' Animal Shelter for a period of at least three (3) days. During this period, any healthy Animal may be redeemed by its Owner, or agent of the Owner, upon full payment of:
- i) the appropriate License Fee(s), when an Animal is not currently Licensed,
 - ii) the boarding fee,
 - iii) any associated medical costs that may have been required,
 - iv) any transportation fees incurred, if applicable,
 - v) the voluntary penalty or specified penalty for an offence or any outstanding offences under this Bylaw,
 - vi) the cost of any veterinary treatment required to treat any Animal that is found to be injured when picked up or injured in the process of capture; or
 - vii) if the Owner does not wish to pay any outstanding penalties for offences under this Bylaw, a violation ticket issued under Part 2 of the *Provincial Offences Procedure Act - RSA 2000 Chapter P-34* may be served on the Owner with a mandatory Court date, prior to the release of the Animal.
- 6.10 If no License is issued for the Animal, or the required License Fee is not paid, or all the conditions of the License have not been met a Bylaw Enforcement Officer or Peace Officer or the Nation' Animal Shelter staff is not obliged to release the Animal to the Owner until all fees, including any veterinarian fees, and fines in accordance with **Schedule "B"** and **Schedule "C"** attached to and forming part of this Bylaw, and amended from time to time, are paid in full within the three (3) day impound period.
- 6.11 A Bylaw Enforcement Officer or Peace Officer who takes custody of an Animal pursuant to Section 6.1 shall take all reasonable steps to:
- i) ensure the Animal is provided with adequate food, water, care, shelter, and veterinarian treatment, if necessary,

- ii) report any apparent illness, communicable disease, injury, or other unhealthy condition of any Animal in custody, to a Registered Veterinarian, and act upon a Registered Veterinarian's recommendation regarding that condition,
- iii) make every reasonable effort to locate the Owner of the Animal, including a search of the Animal's functioning and clearly readable microchip, License tag, vaccination tag, tattoo, personal identification tag, or brand.
- iv) The Bylaw Enforcement Officer or Peace Officer shall notify the Owner, if known, of the actions taken in respect to the Animal.

6.12 Enoch Cree Nation employees acting in the capacity of or assisting Bylaw Enforcement Officers or Peace Officers under the provisions of this Bylaw shall be responsible for the following:

- i) may capture and transport any Animal to the Nation' Animal Shelter upon the direction of a Bylaw Enforcement Officer or Peace Officer,
- ii) feed and water the Animals and assure that proper bedding is supplied, and the Kennel is maintained in a clean and proper manner, including weekends if required,
- iii) if any fines are applicable, contact an Enoch Cree Nation Protective Services Bylaw Enforcement Officer or Peace Officer when an Owner comes to claim their Animal, to serve any violation tags/tickets upon them,
- iv) meet members of the public at the Nation' Animal Shelter to secure applicable fees and for release of Animals to their Owners,
- v) transfer any Animals to veterinary clinics for either treatment or euthanasia and shall be done using designated vehicles,
- vi) complete an Animal Intake Form, available at the Nation' Animal Shelter, and
- vii) call a Bylaw Enforcement Officer or Peace Officer for assistance in dealing with any dangerous or vicious Animal.

6.13 All Animals requiring any veterinarian services that have been taken into custody and held in the Nation' Animal Shelter shall use a veterinarian clinic designated and approved by the Manager of Enoch Cree Nation Protective Services or the Manager of Enoch Cree Nation Animal Services departments.

- 6.14 At the expiration of the three (3) days of custody, any Animal not claimed shall become the property of the Nation and may be humanely euthanized or adopted to a person other than the Owner, as directed by a Bylaw Enforcement Officer or Peace Officer. If the Animal Owner is known, and they neglect to claim their Animal, pound fees and euthanasia fees shall be charged and invoiced to that Owner.
- 6.15 Written permission from a Bylaw Enforcement Officer or Peace Officer shall be required for either the adoption or euthanasia of any unclaimed Animal following the prescribed three (3) day period as described in subsection 6.14.
- 6.16 At the discretion of a Bylaw Enforcement Officer or Peace Officer, the responsibility for the Euthanization of any impounded Animal may be delegated to a Registered Veterinarian. Any such action pursuant to this Bylaw shall be done in a humane manner.
- 6.17 Any person who adopts an Animal shall obtain full rights and title of said Animal, and the right and the title of the former Owner shall cease forthwith. No fines shall be required of the new Owner regarding the current impoundment, but the new Owner shall ensure that the License Fees are paid in full, and the Animal wears its applicable License tag, always.
- 6.18 If, in the judgment of a Registered Veterinarian, an Animal that has been caught or impounded by a Bylaw Enforcement Officer or Peace Officer:
- i) should be euthanized for humane reasons, and/or
 - ii) is feral, dangerous, not adoptable and without any form of identification as defined in this Bylaw,
- said Animal may be humanely euthanized by a Registered Veterinarian.
- 6.19 Should an Animal be seized and recommended for euthanasia by the Bylaw Enforcement Officer or Peace Officer, the Officer must:
- i) provide the Owner, if an Owner can be identified, written notice of their recommendation that the Animal be euthanized,
 - ii) in the case of a Dog, provide the Owner with notice of the Bylaw Enforcement Officer's or Peace Officer's intention to appear before a Justice to obtain an Order that the Dog be destroyed.
- 6.20 No action, civil or otherwise, lies against any Bylaw Enforcement Officer or Peace Officer, Registered Veterinarian, Enoch Cree Nation Chief and Council or Nation Staff, or any person acting in good faith and under authority afforded under this Bylaw.

7. ENFORCEMENT

Offence

7.1 Any person who contravenes this Bylaw is guilty of an offence.

Continuing Offence

7.2 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a person guilty of such an offence is liable to a fine in an amount not less than that established in this bylaw for each such day.

Owner Liable

7.3 In this section "Owner" includes:

- i) any Person registered as an Owner at the motor vehicle registry,
- ii) if a vehicle is involved in an offence under this Bylaw, the Owner of that vehicle is guilty of that offence,
- iii) This section does not apply if the Owner of the vehicle satisfies the Court that, at the time that the vehicle was involved in the offence:
 - a) the Owner of the vehicle was not driving or did not park the vehicle, and
 - b) no other Person was driving or parked the vehicle with the Owner's expressed or implied consent.
- iv) An Owner who is guilty of an offence by operation of this section is not liable to imprisonment in respect of that offence or in respect of a default of a fine imposed in respect of that offence.

Vicarious Liability

7.4 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of employment with the Person, or during the agent exercising the powers of or performing duties on behalf of the Person under their agency relationship.

Corporations and Partnerships

- 7.5 When a corporation commits an offence under this Bylaw, every principal, director, manager, employee, or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is also guilty of the offence whether the corporation has been prosecuted for the offence or not.
- 7.6 If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

Fines and Penalties

- 7.7 A Person who is guilty of an offence is liable to a fine in an amount not less than that established in **“Schedule C”** attached to and forming part of this Bylaw, amended from time to time, or to imprisonment for a term not exceeding thirty (30) days, or to both fine and imprisonment.
- a) A Nation Band member may, freely and voluntarily, elect to have any outstanding specified fees or specified penalty amounts from imposed fines or fees in this Bylaw automatically deducted from their monies by completing the Authorization for Payroll Deduction form specified in **“Schedule D”** attached to and forming part of this Bylaw, amended from time to time.
 - b) A Person who is guilty of an offence may be referred to an alternative measures program such as mandatory attendance to a sharing circle or another program the Restorative Justice department deems necessary, including but not limited to, counseling or other treatment programs, in lieu of a fine.

Violation Tags and Violation Tickets

- 7.8 Any Bylaw Enforcement Officer or Peace Officer who has reasonable and probable grounds to believe that any Person has contravened any provision of this Bylaw, may issue, and serve:
- i) a Violation Tag allowing payment of the specified penalty to the Nation; or
 - ii) a Violation Ticket in accordance to the provisions of the *Provincial Offences Procedures Act, RSA 2000 cP-24*.

7.9 Service of a Violation Tag or Violation Ticket will be sufficient if it is:

- i) personally served,
- ii) served by regular mail or registered mail to the Person or registered Owner of the vehicle's last known mailing address,
- iii) attached to or left upon the vehicle in respect of which the offence is alleged to have been committed: or
 - a) Notwithstanding subsection 7.9(iii) above, a Violation Ticket may not be attached to or left upon a vehicle and must be served in accordance with the *Provincial Offences Procedures Act, RSA 2000 cP-24*.
- iv) left for the person charged at their place of residence with an occupant thereof who appears to be at least 18 years of age or older.

7.10 If a Violation Ticket is issued in respect to an offence, the Violation Ticket may:

- i) specify the fine amount established by this Bylaw for the offence; or
- ii) require a Person to appear in Court without the alternative of making a voluntary payment.

7.11 A Person who commits an offence may:

- i) if a Violation Tag is issued in respect of an offence and it specifies the fine amount established by this Bylaw for the offence;
 - a) in lieu of being prosecuted for the offence, pay the Nation the penalty specified on the Violation Tag,
- ii) if the Violation Ticket is issued in respect of the offence and it specifies the fine amount established by this Bylaw for the offence;
 - a) make a voluntary payment equal to the specified fine as instructed in the violation ticket.

Obstruction

- 7.12 No Person shall not obstruct or hinder any Bylaw Enforcement Officer, Peace Officer, or Designate or Person in the execution or performance of their duties pursuant to this Bylaw.

Compliance Orders

- 7.13 If a Bylaw Enforcement Officer, Peace Officer or Designate believes on reasonable grounds, that a Person is contravening any provision of this Bylaw, they may by written order, require any Person responsible for the contravention to remedy it.

- 7.14 The written order may:

- i) direct a Person to stop doing something or to change the way the Person is doing it,
- ii) direct a Person to take any actions or measures necessary to remedy the contravention of the Bylaw and, if necessary, to prevent a re-occurrence of the contravention,
- iii) state a time within which the Person must comply with the directions,
- iv) state that if the Person does not comply with the directions, within a specified time, the Nation will take the action or measure.

- 7.15 A Person named in and served with an order issued pursuant to this section shall comply with any action(s) or measure(s) required to be taken within the time specified.

- 7.16 A written order issued pursuant to this Bylaw may be served:

- i) personally, to the individual,
- ii) by posting it on the property for the individual or leaving it for the individual at their apparent place of residence with someone who appears to be eighteen (18) years of age or older, or,
- iii) by regular mail or registered mail addressed to the individual at their apparent place of residence or at any address for the individual on the Band membership List of the Enoch Cree Nation Band or at the Land Titles registry or Band Administration Office; and,
- iv) In the case of a corporation:

- a) by delivering it personally to any director or officer of the corporation,
- b) by posting it on the property for a Person or corporation or delivering it personally to a Person apparently in charge of an office of the corporation at an address held out by the corporation to be its address; or,
- c) by regular mail or registered mail addressed to the registered office of the corporation.

8. GENERAL

Certified Copy of Records

- 8.1 A copy of a record of the Nation, certified by the Office of the Chief or Designate as a true copy of the original, shall be admitted in evidence as *prima facie* proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

Licenses

- 8.2 A person to whom a License has been issued pursuant to this Bylaw, and any person carrying out an activity otherwise regulated, restricted, or prohibited by this Bylaw pursuant to such License, shall comply with any terms or conditions forming part of the License.
- 8.3 A person shall not make any false or misleading statement or provide any false or misleading information to obtain a License pursuant to this Bylaw.
- 8.4 If any term or condition of a License issued pursuant to this Bylaw is contravened or if a false or misleading statement or false or misleading information was provided to obtain the License, a Bylaw Enforcement Officer, Peace Officer, or the Office of the Chief or Designate, may immediately cancel the License.
- 8.5 A person shall immediately produce any required license or license issued pursuant to this Bylaw when requested to do so by a Bylaw Enforcement Officer or Peace Officer.

Proof of License

- 8.6 The onus of proving a License or License approval has been issued in relation to any activity otherwise regulated, restricted, or prohibited by this Bylaw is on the person alleging the existence of such a License on a balance of probabilities.

9. SEVERABILITY

- 9.1 If any section or sections of this Bylaw or parts thereof are found in any court of law to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this Bylaw shall be deemed to be separate and independent there from and to be enacted as such.
- 9.2 This Bylaw shall come into force and effect upon the adoption by Enoch Cree Nation Chief and Council and the publishing of the Bylaw in the First Nations Gazette, pursuant to the requirements of the *Indian Act*.

Repeals

- 9.3 The following Bylaw(s) are hereby repealed:

Animal Care and Control Bylaw #2018-03.

10. AMENDMENT

- 10.1 This Bylaw may be amended by Administration without a motion consensus or Band Council Resolution. Amendments may include, but are not limited to, the inclusion of a Preamble specific to the needs of Enoch Cree Nation, definitions, translating the Bylaw into the Cree language and formatting the Bylaw without changing any context of the Bylaw.
- 10.2 Any amendments will come into force on the date of publishing of the amendment in the First Nations Gazette, pursuant to the requirements of the *Indian Act*, as amended from time to time.

11. EFFECTIVE DATE

11.1 This Bylaw comes into force on the date of publication as specified above.

This Bylaw is hereby passed at a duly convened meeting of the Council of the Enoch Cree Nation this 21 day of November, 20 25



Chief (Print name under signature)
Cody Thomas

Councillor (print name under signature)



Councillor (print name under signature)
Amberly morin



Councillor (print name under signature)
Ron Morin Jr



Councillor (print name under signature)
Charles Thomas



Councillor (print name under signature)
Jonathan Morin



Councillor (print name under signature)
Wesley Stump



Councillor (print name under signature)
BLAIR MORIN

Councillor (print name under signature)

Councillor (print name under signature)



Councillor (print name under signature)
Scarlett Papin-Cardinal



Date: _____

SCHEDULE "A"
PET REGISTRATION FORM

I am aware of the 2-pet rule; I can only own up to two Animals in my apartment. This includes both Dogs and Cats.

I am aware of the non-refundable pet deposit fee of \$250. I will pay this within 30 days of signing this declaration. I understand that if I do not pay this fee, I cannot have Animals in my home.

I am aware that should I not keep up with the cleanliness of my pet inside my unit and outside, I could be asked to get rid of my pet.

I am aware should I receive numerous complaints regarding my pet I could be asked to get rid of my pet.

I am aware that if my pet attacks any person or Animal on the property I will be asked to get rid of my pet immediately.

I am aware that it is my responsibility as a pet Owner to ensure that my pets are properly cared for and receive all necessary medical attention if needed. They must always have access to clean fresh water and be fed appropriately. If my pet is the victim of abuse or neglect, my pet could be seized, and I could be charged.

I understand that my pet is required to be microchipped and spayed/neutered. I must provide papers showing that my pet has been spayed or neutered by one year of age. If my pet is not already spayed or neutered, and over one year of age, I will do so immediately and provide paperwork within the next 30-days.

I understand that Enoch Cree Nation and its appropriate employees have the right to enter my unit without notice if there is reasonable cause to believe that:

- i. a pet has been abandoned,
- ii. a pet is in distress,
- iii. a pet is creating a disturbance, or
- iv. any other situation that appears to be emergent in nature.

"The Tenant deposits with the landlord the sum of \$250 as a non-refundable pet deposit if the Tenant wants to become a pet Owner/or is already a pet Owner. Dogs and Cats only. Maximum 2 pets per household, no bigger than 14 inches at shoulder height, at maturity..." Must sign Pet Policy before any Animal(s) are allowed into unit/household.

ACKNOWLEDGEMENT

I, _____ of unit #_____, was made aware of the pet rules of the building. I understand and agree with all the above terms.

Tenant (Print)

Tenant (Sign)

Enoch Housing Authority (Print)

Enoch Housing Authority (Sign)

ANIMAL DETAILS

Name of Pet: _____

Type of Pet: Cat Dog

Description: _____

Spayed/Neutered: Yes No

Microchipped: Yes No if Yes Microchip Number: _____

Name of Pet: _____

Type of Pet: Cat Dog

Description: _____

Spayed/Neutered: Yes No

Microchipped: Yes No if Yes Microchip Number: _____



Date: _____

SCHEDULE "A"
PET REGISTRATION FORM

I am aware of the 4-pet rule; I can only own up to four Animals in my home. This includes both Dogs and Cats.

I am aware of the non-refundable pet deposit fee of \$250. I will pay this within 30 days of signing this declaration. I understand that if I do not pay this fee, I cannot have Animals in my home.

I am aware that should I not keep up with the cleanliness of my pet inside and outside my home, I could be asked to get rid of my pet.

I am aware should I receive numerous complaints regarding my pet I could be asked to get rid of my pet.

I am aware that if my pet attacks any person or Animal on the property I will be asked to get rid of my pet immediately.

I am aware that my pet must always be on my own property and is not permitted to wander off my property.

I am aware that it is my responsibility as a pet Owner to ensure that my pets are properly cared for and receive all necessary medical attention if needed. They must always have access to clean fresh water and be fed appropriately. If my pet is the victim of abuse or neglect, my pet could be seized, and I could be charged.

I understand that my pet is required to be microchipped and spayed/neutered. I must provide papers showing that my pet has been spayed or neutered by one year of age. If my pet is not already spayed or neutered, and over one year of age, I will do so immediately and provide paperwork within the next 30-days.

I understand that Enoch Cree Nation and its appropriate employees have the right to enter the band-owned property without notice if there is reasonable cause to believe that:

- i. a pet has been abandoned,
- ii. a pet is in distress,
- iii. a pet is creating a disturbance, or
- iv. any other situation that appears to be emergent in nature.

"The Tenant deposits with the landlord the sum of \$250 as a non-refundable pet deposit if the Tenant wants to become a pet Owner/or is already a pet Owner. Dogs and Cats only. Maximum 4 pets per household'. Must sign Pet Policy before any Animal(s) are allowed into unit/household.

ACKNOWLEDGEMENT

I, _____ of house #_____, was made aware of the pet rules of my home. I understand and agree with all the above terms.

Tenant (Print)

Tenant (Sign)

Enoch Housing Authority (Print)

Enoch Housing Authority (Sign)

ANIMAL DETAILS

Name of Pet: _____

Type of Pet: Cat Dog

Description: _____

Spayed/Neutered: Yes No

Microchipped: Yes No if Yes Microchip Number: _____

Name of Pet: _____

Type of Pet: Cat Dog

Description: _____

Spayed/Neutered: Yes No

Microchipped: Yes No if Yes Microchip Number: _____

Name of Pet: _____

Type of Pet: Cat Dog

Description: _____

Spayed/Neutered: Yes No

Microchipped: Yes No if Yes Microchip Number: _____

Name of Pet: _____

Type of Pet: Cat Dog

Description: _____

Spayed/Neutered: Yes No

Microchipped: Yes No if Yes Microchip Number: _____



SCHEDULE "B"

Animal Bylaw Fees and Charges

Animal Licenses

Dog (Spayed/Neutered)	\$50.00 (one-time fee)
Dog (Non-Spayed/Neutered)	\$100.00 (one-time fee)
Service Dog	\$Nil Fee
Replacement Tag (lost or stolen)	\$10.00 Fee
Hen License	\$50.00 (annual fee)
Pet Registration Form – Deposit Fee	\$250.00 (one-time and non-refundable)

Animal Shelter Fees

1 st offence – Licensed	\$25.00 (per day)
1 st offence - unlicensed	\$50.00 (per day + license)
2 nd offence	\$50.00 (per day)
3 rd & subsequent offences	\$100.00 (per day)

Veterinarian Services

Rabies/Observation/Quarantines	Amount Expended
Exam	Amount Expended
Sedation	Amount Expended
Hospital Unit (suturing, quill removal)	Amount Expended
PARVO Snap Test	Amount Expended
Euthanization	Amount Expended
Animal Body Disposal	Amount Expended

****NOTE:** *Above fees are payable over and above any fines that may be issued by a Bylaw Enforcement Officer or Peace Officer.*

Animal Bylaw Schedule "C" - Specified Penalties				
			1st	2nd & Sub.
Section	Description of Offence	Offence	Offences	
2. Licensing				
S.2(2.1)	Have/Posses Unlicensed Dog	\$200	\$400	
S.2(2.2)	Have/Possess Unlicensed Cat	\$200	\$400	
S.2(2.3)	Fail to Complete Pet Registration Form/Pay License/Non-Refundable Deposit Fee	\$200	\$400	
S.2(2.5)	Fail to Microchip/Provide Proof of Microchip for Animal	\$200	\$400	
S.2(2.6)	Fail to License Animal w/I Prescribed Time	\$200	\$400	
S.2(2.11)	Fail to Remove/Surrender Animal Upon Request Due to License Revoked/Cancelled	\$500	\$1,000	
S.2(2.13)	License Tag Attached to Animal not Associated to Animal/Owner	\$200	\$400	
S.2(2.15)	Animal w/o Collar/Tag Attached	\$150	\$300	
S.2(2.16)	Fail to Provide Required Information for Animal License Upon Request	\$150	\$300	
S.2(2.18)	Owner Fail to Notify Nation of their Change of Address w/I 14 Days	\$150	\$300	
S.2(2.19)	Keep/Harbor More than 2 Pets/Oversized Pets in a Nation's Apartment Building	\$250	\$500	
S.2(2.20)	Keep/Harbor More than 4 Pets in any House/Home/Shelter/Room/Place within the Nation	\$250	\$500	
S.2(2.22)	Operate a Kennel in Any District of Enoch Cree Nation	\$500	\$1,000	
3. Dangerous Animals				
S.3(3.1)	Have Unauthorized Dangerous Animal w/I the Nation	\$500	\$1,000	
S.3(3.2)	Fail to Remove/Surrender Dangerous Animal Upon Request Due to License Revoked/Cancelled	\$1,000	Court	
S.3(3.2)(i)	Fail to Obtain/Provide Proof of/Maintain Minimum Liability Insurance for Restricted Animal	\$1,000	Court	
S.3(3.3)(i)	Animal Bite/Bark at/Chase Stock/Animals/Bicycles/Automobiles/Other Vehicles	\$250	\$500	
S.3(3.3)(ii)	Animal Chase/Threaten Person	\$300	\$600	
S.3(3.3)(iii)	Animal Damage Public/Private Property	\$300	\$600	
S.3(3.3)(iv)	Animal do any Act that Injures a Person(s)	\$500	\$1,000	
S.3(3.3)(v)	Animal Bite/Attack a Person(s)	\$500	\$1,000	
S.3(3.3)(vi)	Animal Bite/Attack Another Animal	\$500	\$1,000	
S.3(3.3)(vii)	Animal Cause Death to Another Animal	\$1,000	Court	
S.3(3.3)(viii)	Animal Bite/Attack a Person(s) Causing Severe Injury	\$1,000	Court	
S.3(3.4)	Owner Use/Direct Animal to Attack/Chase/Harass/Threaten another Person(s)/Animal	\$500	\$1,000	
S.3(3.12)	Fail to Report an Animal Bite w/I 24hours	\$250	\$500	
S.3(3.13)(i)	Fail to Keep Dangerous Animal On Owners Property Indoors	\$500	\$1,000	
S.3(3.13)(ii)	Fail to Keep Dangerous Animal On Owners Property in a Secure Enclosure	\$500	\$1,000	
S.3(3.14)	Fail to Post Dangerous Animal Sign w/I 10 Days as Specified	\$300	\$600	
S.3(3.15)(i)	Fail to Keep Dangerous Animal Under Control While Off Owners Property	\$500	\$100	
S.3(3.15)(ii)	Fail to Keep a Muzzle on Dangerous Animal While Off Owners Property	\$500	\$1,000	
S.3(3.15)(iii)	Fail to Keep Dangerous Animal on Leash not Exceeding 1 Meter Long While Off Owners Property	\$500	\$1,000	
S.3(3.16)	Have a Dangerous Animal in an Off-Leash Area/Playground/School Yard/Park/at Public Event	\$500	\$1,000	
S.3(3.17)	Fail to Notify Bylaw Enforcement/Peace Officer Immediately when Dangerous Animal at Large	\$500	\$1,000	

4. Owners Responsibilities			
S.4(4.2)	Suffer/Permit/Allow Animal to be At Large	\$250	\$500
S.4(4.3)	Fail to Keep Dog on a Leash at All Times in a Non-Off-Leash Area	\$250	\$500
S.4(4.4)	Fail to Ensure Dog is Under Control at All Times	\$250	\$500
S.4(4.5)	Allow Animal Other Than a Dog in Off-Leash Area	\$250	\$500
S.4(4.6)	Permit Animal other than a Leashed Dog on Parkland	\$250	\$500
S.4(4.8)	Fail to Confine Female Animal in Heat w/I Owner's Residence	\$250	\$500
S.4(4.9)	Fail to Remove Feces Immediately from their Animal	\$250	\$500
S.4(4.10)	Fail to be Equipped with a Suitable Means to Remove Animal's Feces/Fail to Dispose Feces Properly	\$250	\$500
S.4(4.11)	Fail to Maintain Residence/Grounds in a Clean/Sanitary/Inoffensive Manner	\$250	\$500
S.4(4.12)	Owner of Guide Dog Fail to Obtain Assistance From Another to Maintain Residence/Grounds	\$250	\$500
S.4(4.13)	Owner Fail to Ensure Animal Does Not Upset/Scatter Waste from Waste Receptacles	\$250	\$500
S.4(4.14)	Tease/Torment/Annoy/Abuse/Injure/Provoke any Animal	\$300	\$600
S.4(4.15)	Negligently/Willfully Release/Free Any Animal and Allow to Be At Large	\$500	\$1,000
S.4(4.16)	Permit/Allow Animal to Bark/Howl/Cause Excessive Noise that Disturbs the Peace of an Individual	\$250	\$500
S.4(4.17)	Leave Animal Unattended While tethered/Tied Up on Public Premises	\$250	\$500
S.4(4.18)	Leave Animal Unattended While Tethered/Tied Up in Residential Yard	\$250	\$500
S.4(4.19)	Allow Animal to Get Closer than 1.5 Meters of Property Line While Tethered/Tied Up	\$250	\$500
S.4(4.20)(i)	Fail to Ensure Animal is Properly Restrained When Left Unattended in a Motor Vehicle	\$300	\$600
S.4(4.20)(ii)	Allow/Leave Animal in Vehicle When Weather Conditions not Suitable/Leave Animal in Distress	\$500	\$1,000
S.4(4.22)	Allow/Leave Animal Outside of Passenger Cab of Motor Vehicle	\$300	\$600
S.4(4.23)	Fail to Secure Animal Properly	\$300	\$600
S.4(4.24)	Fail to Report a Suspected Animal of Having a Communicable Disease	\$250	\$500
S.4(4.25)	Fail to Confine Animal Suspected of Rabies/Communicable Disease for 10 Days to Owner's Premises	\$500	\$1,000
S.4(4.26)	Fail to Transport Animal to Vet for Quarantine if Owner Unable to Quarantine to Owner's Premises	\$500	\$1,000
S.4(4.28)	Fail to Euthanize/Treat Animal for Disease that Bit/Been Bitten By Another Animal	\$300	\$600
S.4(4.29)	Fail to Transport Animal That Bit/Been Bitten to Vet for Quarantine to Prevent Spread of Disease	\$300	\$600
S.4(4.30)	Kill/Cause to Kill Animal Suspected of Communicable Disease/Bit a Human/Unauthorized Removal	\$500	\$1,000
S.4(4.31)	Fail to Surrender Animal Carcass Exposed to Communicable Disease Upon Demand of Peace Officer	\$250	\$500
S.4(4.33)(i)	Possess/Harbor Poisonous Snakes/Reptiles/Insects w/I the Nation	\$250	\$500
S.4(4.33)(ii)	Possess/Harbor any Animal/Species Deemed Dangerous/Objectionable w/I the Nation	\$250	\$500
S.4(4.34)	Possess More Than 2 Colonies of Bees on a Parcel of Land at Any Time	\$250	\$500
S.4(4.35)	Fail to Keep a Bee Hive in the Rear Yard of a Parcel of Land	\$250	\$500
S.4(4.36)	Fail to Keep/Maintain a Apiary Clean/Tidy	\$250	\$500
S.4(4.37)	Fail to Comply with all Apiary Rules/Regulations Specified in the Enoch Zoning Bylaw.	\$250	\$500
S.4(4.38)	Fail to Provide Sufficient Food/Water/Care/Medical Attention/Shelter When Required	\$300	\$600
S.4(4.39)	Cause/Allow Animal Cruelty/Animal to Be Abused/in Distress/Neglected	\$500	\$1,000
S.4(4.40)	Fail to Report any Alleged Animal Distress/Abuse/Neglect	\$500	\$1,000

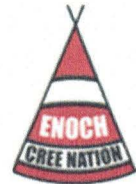
5. Hen Keeping			
S.5(5.2)	Keep/Possess More than 3 Hens/Fail to Meet Requirements for Hen License on the Nation	\$250	\$500
S.5(5.3)	Keep/Possess a Rooster on the Nation w/o a Valid Hen License	\$250	\$500
S.5(5.9)	Keep/Possess Hen' w/o License Taking Effect/Valid License	\$250	\$500
S.5(5.10)	Keep/Possess Hens in Coop that Doesn't Comply with Bylaw	\$250	\$500
S.5(5.12)	Keep/Possess Hens when Hen License Revoked/Denied	\$250	\$500
S.5(5.21)	Fail to Comply with the Animal Health Act	\$250	\$500
S.5(5.22)(i)	Fail to Provide Each Hen with Sufficient Food/Water/Care/medical Attention/Shelter/ventilation	\$250	\$500
S.5(5.22)(ii)	Fail to Provide Warmth to Hens Through Heat Lamps/Wall Insulation/Poly Sheeting/Other Means	\$250	\$500
S.5(5.22)(iii)	Fail to Maintain Hen Coop in Good Repair/Sanitary Conditions/Free from Vermin/Offensive Odors	\$250	\$500
S.5(5.22)(iv)	Fail to Construct/Maintain Coop to Prevent Rodents from Harboring Underneath/w/i/Other Animals	\$250	\$500
S.5(5.22)(v)	Fail to Keep Each Hen in a Secured Area	\$250	\$500
S.5(5.22)(vi)	Fail to Keep Each Hen Locked Up in Coop from Sunset to Sunrise on Any Given Day	\$250	\$500
S.5(5.22)(vii)	Fail to Ensure Hens are Kept in Coop with all Openings Secured to Prevent Entry of Predators	\$250	\$500
S.5(5.22)(viii)	Fail to Keep Food/Water Containers in Coop	\$250	\$500
S.5(5.22)(ix)	Fail to Store Feed in Fully Enclosed/Non-penetrable Container	\$250	\$500
S.5(5.22)(x)	Fail to Remove Left Over Feed/Trash/Manure in a Timely Manner	\$250	\$500
S.5(5.22)(xi)	Fail to Follow Biosecurity Procedures Recommended by Canadian Food Inspection Agency to Reduce Potential of Disease Outbreak	\$250	\$500
S.5(5.22)(xii)	Fail to Ensure Hens are Slaughtered/Euthanized at an Approved Location/Facility	\$250	\$500
S.5(5.22)(xiii)	Fail to Dispose of a Hens Carcass Deceased by Natural Causes Properly	\$250	\$500
S.5(5.22)(xiv)	Fail to Take Hen(s) to an Approved Location/Facility When No Longer Wanted	\$250	\$500
S.5(5.22)(xv)	Unauthorized Sale of Eggs/Manure/Meat/or Any Other Products Derived from Hens	\$250	\$500
S.5(5.22)(xvi)	Fail to Provide a Hen Proper Ventilation While Transporting	\$250	\$500
S.5(5.22)(xvii)	Fail to Store Manure in a Fully Enclosed Container/Exceed Max Allowable Storage of Manure	\$250	\$500
S.5(5.22)(xviii)	Fail to Remove All/Excessive Manure not Used for Composting/Fertilizing and Dispose Properly	\$250	\$500
S.5(5.23)	Have Coop on a Property Other than the Rear Yard	\$250	\$500
S.5(5.24)	Have an Oversized Coop	\$250	\$500
S.5(5.25)	Have Coop Not Meeting Minimum Floor Area Requirements per Hen	\$250	\$500
S.5(5.26)	Have Coop Run Not Meeting Minimum Outdoor Area Requirements per Hen	\$250	\$500
S.5(5.27)	Have Coop w/o the Required Minimum Number of Nest Boxes per Hen	\$250	\$500
S.5(5.28)	Have Coop w/o Required Minimum Number of Perches per Hen/Perch not Meet Size Requirement	\$250	\$500
S.5(5.29)	Setbacks of Coop not Comply With Minimum Distance Requirements of Property Line/Structures	\$250	\$500
S.5(5.30)	Exceed Max Lot Coverage for All Structures, including Coop on Property	\$250	\$500
S.5(5.31)	Fail to Apply for Development Permit when Coop Exceeds Allowable Dimensions	\$250	\$500
S.5(5.32)	Fail to Comply with Additional Site-Specific Conditions Imposed	\$250	\$500

6. Impoundment and Disposition			
S.6(6.2)	Fail to Turn Over At Large Animal to the Animal Shelter Forthwith	\$250	\$500
S.6(6.4)	Fail to Check Trap Regularly	\$250	\$500
S.6(6.5)	Fail to Turn Over Trapped Cat/Animal to Animal Shelter Forthwith	\$250	\$500
S.6(6.6)	Fail to Complete Animal Intake Form/Provide All Required Information for/on Animal Intake Form	\$150	\$300
7. Enforcement			
S.7(7.12)	Obstruct/Hinder/Interfere with Peace Officer/Any Other Person Authorized Under Bylaw	\$1,000	Court
S.7(7.13)	Fail to Comply with Compliance Order	\$500	\$1,000
8. General			
S.8(8.2)	Fail to Comply with Terms/Conditions of License	\$500	\$1,000
S.8(8.3)	Make/Provide False/Misleading Statement/Information to Obtain a License	\$500	\$1,000
S.8(8.5)	Fail to Produce a Required License Upon Request of Peace Officer	\$150	\$300



SCHEDULE "D"

Authorization for Payroll Deduction Form



Enoch Cree Nation

[Box 29]

[Enoch, Alberta]

Phone: [780-470-4505]

Email: [Email Address]

Authorization for Payroll Deduction for Animal Fees and Fines

Employee Information

Full Name: _____

Employee ID: _____

Department: _____

Job Title: _____

Purpose of Deduction

This authorization allows the company to deduct Animal-related fees and fines from the employee's payroll, including but not limited to:

1. Veterinary fees.
2. Licenses or permits.
3. Animal control fines.
4. Any other costs incurred due to violations of company policies or local laws involving Animals.

Details of Deduction

Type of Fee/Fine: _____

Amount: \$ _____

Date of Fee/Fine: _____

Note: The specific amount and type of deduction will be communicated prior to each withdrawal.

Authorization

I, the undersigned employee, hereby authorize [Enoch Cree Nation] to deduct the stated Animal-related fees and fines from my payroll (Band side, Mechet or and Enoch Companies) as outlined above. I understand that these deductions will appear on my pay stub under "Other Deductions."

This authorization will remain in effect until the full amount of the fees and fines has been paid or until I provide written notice to revoke this authorization.

I understand that this agreement does not exempt me from my responsibility to comply with company policies or applicable laws regarding Animals.

Acknowledgment

I confirm that I have read and understand this authorization form. I agree to the terms stated and certify that the information I provided is accurate.

Employee Signature: _____

Date: _____

Manager/Supervisor Approval: _____

Date: _____

For Payroll Use Only

Date Processed: _____

Amount Deducted: \$_____

Remaining Balance (if applicable): \$_____

Circle Organization deducting (Mechet, Enoch Finance or Enoch Economic Development)