

## SCHEDULE 28 TO THE STATIONARY BUSINESS LICENSING BY-LAW RELATING TO

### WILDLIFE REMOVAL BUSINESS

1. In this Schedule:

"Wildlife" means an animal that belongs to a species that is wild by nature of that particular region and includes human introduced game wildlife and specially protected wildlife;

"Wildlife Removal Business" means a business which removes Wildlife from areas that are not in their normal or usual habitat or causing a nuisance;

"Wildlife Removal Business Owner" means a Person who alone or with others Owns and/or has the ultimate control over and/or who directs the operation of the business, activity or undertaking carried out by a Wildlife Removal Company;

2. Every application for a *Wildlife Removal Business Licence* shall include:

(a) Proof, to the satisfaction of the Licence Issuer, that all workers and employees are protected under the provisions of the *Workplace Safety and Insurance Act 1997*, S.O. 1997, c.16, as amended.

(b) A photograph of the *Applicant* taken within thirty (30) days prior to the *Licence* application, such that the photograph is a clear likeness of the *Applicant*, and where the *Applicant* is a:

i. *Sole Proprietorship*, such photograph shall be of the sole proprietor;

ii. *Partnership*, such photograph shall be taken of at least one of the partners;

iii. *Corporation*, such photograph shall be taken of at least one of the directors or officers of the *Corporation*;

(c) A complete Police Criminal Records Check issued by an *Ontario Police Service*, dated not more than ninety (90) days prior to the date application for the *Applicant*, and each employee of the *Applicant*; and

(d) A map indicating service area.

2. Every Licensee under this Schedule shall register each vehicle used in the business by filing a list indicating for each vehicle, the make, model, year and

the provincial vehicle plate number. In case of change of the information pertaining to the vehicles used in the business, such changes should be submitted to the *Licence Issuer* in a form satisfactory to the *Licence Issuer*.

3. Every Licensee of a Wildlife Removal Business shall:

- (a) ensure all vehicles actively used in connection with the business are equipped with working and adequate temperature control measures and ventilation to prevent distress to *Wildlife* being contained therein.
- (b) ensure that all vehicles actively used in connection with the business are equipped with adequate measures to contain and segregate *Wildlife* from coming into contact with any other animal or human occupant of the vehicle.
- (c) ensure that all animals contained in a vehicle used in connection with the business are contained within a primary enclosure within the vehicle.
- (d) ensure that its employees wear identification or an article of clothing which identifies them as an employee of the company when responding to a call for service.
- (e) include its corresponding *City Business Licence* number on all of its outdoor *Signs* or other advertising or promotional device used in the *City* and shall comply with the *City's Sign By-law*, as amended or its successor by-law.
- (f) at the time of initial application and upon every renewal, provide a detailed log for the preceding year, in accordance with section 8, satisfactory to the *Licence Issuer*.
- (g) at the time of initial application, upon request by the *City*, or if any changes are made to the policies and procedures referred to hereafter, submit copies of all policies and procedures pertaining to the trapping, care, transfer, euthanasia and release of *Wildlife*, to the satisfaction of the *Licence Issuer*, including the following:
  - i. euthanasia, including methods, circumstances, and disposal;
  - ii. disposal of carcasses;
  - iii. cleaning and disinfection of vehicles and traps, including specific details regarding products, frequency and biohazard protocols;
  - iv. personal protective equipment requirements for staff;
  - v. bite and injury protocol for staff and the public.
- (h) provide, at the time of initial application, upon every renewal, and at

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any time as requested by the *City* a list of all staff employed by the company.

- (i) ensure that all traps and nest boxes are checked at minimum every eight (8) hours and any captured *Wildlife* is released within one (1) hour of discovery.
  - (j) comply with all current applicable municipal, provincial and federal laws and regulations.
4. When a *Wildlife Removal Business* has been made aware of or has witnessed any bites or injuries caused to a *Person* by *Wildlife* that results in breakage of skin, such information must be reported by the *Wildlife Removal Business* to local public health unit and Brampton Animal Services within 24 hours.
5. When a *Wildlife Removal Business* has been made aware of or has witnessed any bites or injuries caused to a domestic animal by *Wildlife*, such information must be reported to Brampton Animal Services within 24 hours.
6. Prior to accepting any payment from a *Customer* or commencing any work for a *Customer*, a *Wildlife Removal Business* shall provide a written contract to said *Customer*, specifying the work to be performed and the schedule of payment and such contract shall be signed by the *Wildlife Removal Business* and presented to the *Customer* for acceptance and signature.
7. Prior to providing a written contract pursuant to section 7, a *Wildlife Removal Business* shall inform the *Customer* in writing of all local by-laws that affect or may affect the proposed *Services* and shall also inform the *Customer* in writing of any permits required by the *City*. For greater clarity, this information shall be provided in a communication separate and apart from the contract.
8. *Wildlife Removal Business Owners* must maintain logs pertaining to each *Wildlife* capture and/or removal for a minimum of one (1) year, including:
  - (a) the location of the capture and/or removal;
  - (b) date of capture/removal;
  - (c) common name of the *Wildlife* captured and/or removed;
  - (d) gender and age class of *Wildlife*;
  - (e) bands or tags on *Wildlife*;
  - (f) description of all nests, dams, dens, or other structures destroyed or removed;

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- (g) if the capture or removal was live or deceased;
  - (h) location of release, if applicable;
  - (i) date and method of euthanasia, if applicable; and
  - (j) transfer information to authorized *Wildlife* rehabilitator (date, location).
9. No Licensee shall:
- (a) release an animal more than one (1) kilometer away from the capture location.
  - (b) release an animal to any other *Person* other than a Province of Ontario authorized *Wildlife* rehabilitator
  - (c) use or permit the use of body-gripping traps, leg-hold traps, or any other traps prohibited under the [Fish and Wildlife Conservation Act, 1997](#) for the purpose of trapping *Wildlife*.
    - i. Notwithstanding subsection 9(c), it does not apply to individuals licensed to use such devices under the [Fish and Wildlife Conservation Act, 1997](#).
  - (d) use or permit the use of glue board traps.
    - i. Notwithstanding subsection 9(d), it does not apply if the intent is to use glue board traps to capture insects or vermin.
  - (e) permit an animal to be in distress while in a trap or otherwise contained.
  - (f) use or permit the use of noxious or poisonous chemicals or substances to subdue or aid in the removal of *Wildlife*.
10. This Schedule does not apply to companies only carrying out insect eradication.