

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.

3. 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

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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*.

4. 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 any

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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.
5. 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.
6. 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.
7. 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.
8. 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.
9. *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;
 - g. if the capture or removal was live or deceased;

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- h. location of release, if applicable;
 - i. date and method of euthanasia, if applicable; and
 - j. transfer information to authorized *Wildlife* rehabilitator (date, location).
10. 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*.
11. This Schedule does not apply to companies only carrying out insect eradication.