

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
BY-LAW NUMBER 23 -2022
FOR THE YEAR 2022**

BEING A BY-LAW TO REGULATE THE CARE, CONTROL, AND LICENSING OF ANIMALS WITHIN THE TOWNSHIP OF SOUTH GLENGARRY.

WHEREAS, Section 3 of the *Municipal Act, 2001, S.O. 2001 C.25* (hereinafter referred to as the "*Municipal Act*") provides that the powers of municipal corporation are to be exercised by its *Council* by by-law; and

AND WHEREAS Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS sections 8, 11(2) and 11(3) of the *Municipal Act*, confer the powers for a municipality to pass By-laws to regulate, prohibit and require persons to do things respecting *Animals* and in relation to the health, safety and well-being of persons, the social well-being of the municipality and the protection of persons;

AND WHEREAS section 103 of the *Municipal Act*, confers the power upon a municipality to pass a by-law to provide for the seizure and impounding of *Animals* being *At large* or trespassing and the sale of impounded *Animals* under certain conditions;

AND WHEREAS section 105(1) of the *Municipal Act*, requires *Council* or an *Animal Control Officer*, or designate of the municipality to hold a hearing on whether to exempt an *owner* in whole or in part from muzzling requirements of a dog, when so requested by the dog *owner*;

AND WHEREAS Sections 150 through 153 of the *Municipal Act*, authorizes *Council* to license, regulate and govern businesses and events and that this authority includes but is not limited to: the power to issue licences, to issue licences on condition, to revoke licences, to suspend licences, to regulate or govern the place used in the carrying on of such businesses, and to prevent the carrying on of such businesses without a licence; and

AND WHEREAS section 391 of the *Municipal Act*, enables a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to Section 425 of the *Municipal Act*, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence; and

AND WHEREAS pursuant to Section 426 of the *Municipal Act*, no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under this Act;

AND WHEREAS pursuant to Section 446(1) of the *Municipal Act*, a municipality may direct or require a person to do a matter or thing and that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS *Council* of the Corporation of the *Township* of South Glengarry is desirous to ensure that *Animals* are kept and treated in a humane manner and that, the *owners* of *Animals* provide good quality care to them.

NOW THEREFORE the *Council* of the corporation of the *Township* of South Glengarry enacts the following as a by-law:

SHORT TITLE

This by-law may be referred to as the "*Animal* Control By-Law".

PART 1 – DEFINITIONS

1.1 In this by-law;

- a) "*Animal*": means any member of the *Animal* kingdom, other than a human.
- b) "*Dog Pound*": means a facility operated by the *Township* or contracted by the *Township* for the care, keeping and impounding of *Animals* and may include any Town Staff thereof where the context permits.
- c) "*At large*": means where an *Animal* is in any place other than its *owner's* lot and is not physically restrained by a capable person by means of a *Tether* or otherwise.
- d) "*Attack*": means a Level 1 through 6 of Schedule 'C' with the absence of a *Mitigating factor*.
- e) "*Consistently and Persistently*": means for a period of ten (10) minutes at a time, more than three (3) times a day at least twice a week.
- f) "*Council*": means the *Council* of the Corporation of the *Township* of South Glengarry.
- g) "*Dangerous dog*": means any dog that, in the absence of a *Mitigating factor*, has demonstrated the propensity to act in a significantly menacing or aggressive fashion or displayed an apparent attitude of *Attack* towards any person or an *owner's Animal* or has bitten, *Attacked* or caused injury to any person or an *owner's Animal*.
- h) "*Doghouse*": means an exterior building or structure that is used, or designed to be used, to provide shelter to one or more dogs.
- i) "*Dog run*": means a fenced area, designed for harbouring or containment of dogs.
- j) "*Highway*": means a common and public *Highway*, street, avenue, parkway, driveway, square, place, bridge, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- k) "*Landowner*" means a person holding registered title to a lot and includes a lessee, tenant, occupant or a mortgagee in possession thereof.
- l) "*Manager*": means the *Township's Manager* of Municipal Law Enforcement and his or her designate or successor.
- m) "*Microchip*" means a standard identification device implanted into an *Animal*, which contains a unique code that permits or facilitates access to *owner* information, including the name and address of an *owner* of the *Animal*.
- n) "*Mitigating factor*": means a circumstance which excuses the aggressive behavior of an *Animal* and, without limiting the generality

of the foregoing, may include circumstances where such *Animal* was, at the time of the aggressive behavior, acting in defence of an *Attack* by a person or other *Animal*, acting in defence of its young, reacting to a person or *Animal* trespassing on the lot of its *owner* or being teased, tormented or similarly provoked.

- o) "*Municipal Act*": means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.
- p) "*Muzzle*": means a humane fastening or covering device of adequate strength over the mouth to prevent a dog from biting, yet still allows a dog to pant or drink.
- q) "*Officer*": means an *Officer* of the *Township* responsible for enforcement of by-laws
- r) "*Owner*": means any person who keeps, possesses, harbours or has custody, guardianship or control of an *Animal* and, where the *owner* is a minor, any person responsible for the custody of the minor shall be deemed to be the *owner* of the *Animal*.
- s) "*Private property*": means any land within the *Township* of South Glengarry including yards and vacant lots that do not belong to the *owner*.
- t) "*Tether*": means a rope, chain, leash, or other similar material tied to a dog, so as to restrict its movement.
- u) "*Township*": means the corporation of the *Township* of South Glengarry.
- v) "*Unsafe weather*" means weather conditions including but not limited to extreme heat and cold, snow storms, freezing or heavy rain and strong winds as determined by the *Township*.

PART 2- STANDARD OF CARE

- 2.1 Every *owner* of an *Animal* shall ensure that such *Animal* is kept in a humane manner free of abuse and neglect and is provided with the necessities and conditions to maintain and protect the *Animal's* well-being including but not limited to the following:
- a) adequate food and water;
 - b) an environment which is maintained in a sanitary condition and not overcrowded by other *Animals*;
 - c) appropriate shelter for the *Animal* which provides adequate space to move;
 - d) a shelter for the *Animal* which provides protection from exposure to the elements such as *Unsafe weather*; and
 - e) if required, veterinary care to prevent and relieve any distress to the *Animal* caused by injury, disease or otherwise.
- 2.2 No *owner* shall cause or permit their *Animal* to remain outside during *Unsafe weather* which may pose a risk to the *Animal*, except:
- a) where such *Animal* is outside for a short period of time and supervised by its *owner*; or
 - b) has access to a shelter which provides adequate protection.
- 2.3 Without limiting any other Section within this By-law, every *owner* shall ensure that any enclosure provided for their *Animal* is:
- a) adequately ventilated;
 - b) constructed and located to permit access to light;

- c) maintained in a clean and sanitary condition and free of offensive odours;
- d) of a size to permit all *Animals* therein to comfortably extend their bodies to their full natural extent, stand, sit, turn around, lie down and if appropriate for such *Animal*, perch; and
- e) kept in good repair and maintained to ensure that it does not create any danger to the health of any *Animal* contained therein for any reason.

Exception

- 2.4 Any normal farm practice carried on in accordance with the *Farming and Food Production and Protection Act, 1998, S.O. 1998, c.1.* shall be exempt from compliance to part or all of Sections 2.1, 2.2 and 2.3.

PART 3- DOGS

DOG LICENCING

- 3.1 Every person who owns a dog shall ensure it has valid identification, such as an identification tag or other similar means of identification affixed to it at all times which shall include the name of the dog and current contact information for the *owner* of such dog or a tag stating the dog is *Microchipped*.
- 3.2 Every person who is a temporary, short term or otherwise resident, who owns or harbours a dog, shall ensure that their dog has a valid identification tag affixed to it at all times;
- a) For the purposes of subsection 3.2, a valid identification tag shall include a valid licence from the residents permanent Municipality.
- 3.3 Notwithstanding section 3.1 and 3.2, a dog under the age of three (3) months old does not require valid identification.
- 3.4 Every person who owns or harbours more than four (4) dogs on a property shall obtain a valid *Kenel* Licence from the *Township*.
- 3.5 No person, other than the *owner* of the dog, shall remove the identification tag from the dog.

DOG RESTRAINT

- 3.6 No person shall cause or permit a *tether* to be used that has a maximum length of more than three (3) meters while on public land, *Township* land, *Highways*, or *private property*.
- 3.7 Notwithstanding section 3.6, no person shall permit a *tether* of more than three (3) meters, to be used on *private property* without obtaining written permission from the *landowner*.
- 3.8 No person shall keep any dog with a *tether* that is not of sufficient strength and design to restrain any dog for which it is used.
- 3.9 No person shall permit any rope, chain or similar restraining device to be used to *tether* a dog unless such item is:
- a) securely attached to a permanently affixed object to ensure that the dog is restrained when *tethered*;
 - b) situated to permit the dog to move safely and unrestricted within the length of the *tethering* device so the dog does not suffer any injury resulting from the *tether*; and
 - c) where used on the *owner's* lot for a dog which primarily lives outside, such *tether* shall be a minimum of three (3) meters in length and shall permit the dog access to an adequate source of food, water and shelter.
- 3.10 No person shall permit a dog to be *tethered* unless it is adequately

supervised so as to prevent any nuisances, including but not limited to barking, and to ensure that the dog remains free of any potential harm.

- 3.11 No person shall cause or permit a dog to be *tethered* using a choke chain, choke collar, pronged collar or similar device which may potentially cause harm to the dog, except as recommended in writing by a qualified veterinarian.
- 3.12 No person shall permit a dog to be *tethered* for more than four (4) consecutive hours or for more than six (6) hours in a twenty-four (24) hour period.

DOG AT LARGE

- 3.13 No person shall cause or permit a dog to be *at large* at any time.
- 3.14 No person who owns, harbours, or possesses any dog shall cause or permit the dog to run *at large* or trespass on *private property* even when on a leash.
- 3.15 No person shall cause or permit a dog to be *at large* on *Township* owned land, unless it is a designated and approved *Township* leash free dog park.
- 3.16 For the purposes of section 3.13, an *Animal* shall not be considered *at large* in the following circumstances:
- a) where a *landowner* permits the *Animal* to be on their lot, unless such lot is commonly accessed by the general public;
 - b) if a dog is appropriately supervised by its *owner* and is within a leash free park; or
 - c) where a service dog or police dog is actively engaged in carrying out the work for which it was trained.
- 3.17 The *Manager*, animal control officer, or police may seize any dog which is suspected of being *at large*.
- 3.18 Every person who seizes a dog for being *at large* shall inform the *Township* or deliver the *Animal* to the *Township* or the *Dog Pound*.
- 3.19 Where a dog is seized by the *Manager* as a result of it being *at large*, the *Animal* shall be delivered to the *Dog Pound* to be impounded or released to its *owner* or euthanized, as the case may be.
- 3.20 The *Manager* may enter on any public property or on *private property* with or without the consent of the owner or tenant of the property for the purposes of seizing any dog running *at large* contrary to the provisions of this by-law.

LEASH FREE DOG PARK

- 3.21 This section shall only be applicable to locations designated and approved by the *Township* as a "Leash Free Dog Park".
- 3.22 An *owner* shall accompany their dog at all times while it is within a leash free dog park to ensure that it remains under control and such *owner* shall be capable of physically restraining the dog.
- 3.23 No person shall have or attempt to have in excess of three (3) dogs under their care and control in a leash free dog park at any time.
- 3.24 Every child within a leash free park shall be supervised and accompanied by their parent or a legal guardian at all times.
- 3.25 No *owner* shall cause or permit their dog to enter or use a leash free dog park if the:

- a) dog poses any danger to, or frightens, other persons or dogs;
- b) dog displays, or has in the past displayed, aggressive behavior;
- c) dog is a *Dangerous dog* as per this by-law or any previous *Township Animal Control by-law*;
- d) *owner* has been advised by the *Manager*, animal control officer, *Officer*, Town Staff, police, or authorized agent on behalf thereof that the dog is prohibited from using a leash free dog park; or
- e) *owner* has been convicted of an offence related to the conduct of the dog under any Federal or Provincial legislation or a municipal By-law.

3.26 No *owner* shall cause or permit their dog to enter or use a leash free dog park unless such dog is:

- a) neutered or spayed;
- b) in good health and appropriately vaccinated;
- c) older than six (6) months; and
- d) adequately identified as required by section 3.1.

3.27 Every *owner* who permits their dog to enter or use a leash free dog park shall:

- a) immediately remove the dog from the leash free park if:
 - i it shows any aggressive behavior toward a person or other dog; or
 - ii a police constable, *Officer*, Town Staff or authorized agent on behalf thereof that requests the removal of the dog for any reason;
- b) ensure that such dog is under voice control and within their sight at all times; and
- c) immediately remove any excrement left by such dog and dispose of appropriately.

3.28 Every *owner* shall ensure that their dog is controlled by *tether* when entering and leaving a leash free dog park.

3.29 No person shall cause or permit any *Animal* other than a dog to enter or remain within a leash free dog park.

BARKING

3.30 No person shall allow a dog to bark *Consistently and Persistently*, causing a nuisance to the neighbours.

3.31 No person shall encourage or bait a dog to bark *Consistently and Persistently*, causing a nuisance to the neighbours.

EXCREMENTS

3.32 Every *owner* shall ensure that any dog excrement left by their dog on a *Highway*, public, or *private property*, is immediately removed and disposed of in a sanitary manner with the exception where:

- a) the *owner* of the *Animal* is the property *owner* of the lot on which the excrement was left; or
- b) due to a physical disability, the handler of a service dog is unable to remove excrement left by such *Animal*.

3.33 Every *owner* of a dog that is the *Landowner* shall ensure that any dog

excrement is removed from their property to ensure that it does not create a nuisance by reason of odour, sight or otherwise, within the specified timeframe below:

- a) Within three (3) days for any property within any property zoned as *Residential, Limited Services Residential, or Estate Residential*; or
- b) Within seven (7) days for property outside those listed in 3.33a).

ENCLOSURES

3.34 Every person shall ensure any *Doghouse* which is provided for a dog shall:

- a) be soundly constructed and made of a hard, durable material so as to be weatherproof and impervious to water;
- b) have a maximum height of no more than two (2) meters as measured from the midpoint of the roof of the *Doghouse* and the ground directly below such point;
- c) include clean and dry bedding sufficient for all dogs therein; and
- d) where the *Doghouse* is used by a dog in cold weather, it shall have:
 - i an elevated floor to prevent direct contact with the surface of the ground
 - ii a flap affixed over the door to provide protection from the elements; and
 - iii adequate insulation of the walls, floor and roof to retain heat and sufficiently protect any dog therein against cold weather.

3.35 Every *owner* shall ensure that any *dog run* which is provided for their dog shall:

- a) be fully enclosed and constructed to prevent the escape of any dog therein;
- b) not have any individual side which is less than one (1) meter in length;
- c) have a minimum area of nine and a half (9.5) meter square to be increased by three (3) meter square for each additional dog therein over the number of one (1);
- d) have a height of no less than one (1) meter above the tallest dog in a standing position kept therein; and
- e) include a section maintained in a dry condition and of sufficient size to permit a dog within to lie down.

3.36 Every *owner* shall ensure that any *Doghouse* or *dog run* provided for a dog is:

- a) located in a rear yard or side yard;
- b) set back at least two (2) meters from any lot line;
 - i when located within an exterior side yard, the set back shall meet the applicable Zoning By-law;
- c) maintained in good repair; and
- d) maintained in a clean and sanitary condition free of obnoxious odours.

3.37 No person shall cause or permit a dog to be kept in a *dog run* for more than twenty (20) hours within a twenty-four (24) hour period and, during such time as the dog is required to be released, it shall not be *tethered*.

PART 4- DANGEROUS DOGS

- 4.1** Every *owner* shall ensure that, in the absence of a *mitigating factor*, their dog does not:
- a)** bite, *attack* or cause injury to any person or an *owner's Animal*; or
 - b)** behave in an aggressive or menacing manner to any person or an *owner's Animal*.
- 4.2** Section 4.1 does not apply to any dog actively engaged in law enforcement activities on behalf of a police force.
- 4.3** Where a level 1 or 2 (see Schedule 'C') *attack* has been determined to have occurred without *mitigating factor*, and it is the first *attack* on record, the *Manager* shall issue a notice of attack to the dog *owner*.
- 4.4** Where a level 1 or 2 (see Schedule 'C') *attack* has been determined to have occurred without *mitigating factor*, and it is the second *attack* on record, the *Manager* shall issue a Dangerous Dog Order to the *owner*, declaring the dog as dangerous.
- 4.5** Where a level 3 to 6 (see Schedule 'C') *attack* has been determined to have occurred without *mitigating factor*, the *Manager* shall issue a Dangerous Dog Order to the *owner*, declaring the dog as dangerous.
- 4.6** Where the *Manager* has declared a dog as dangerous as per sections 4.4 and 4.5, the Dangerous Dog Order may be issued to any owner of such dog and, without limiting any other section of this By-law, such order shall include the following conditions:
- a)** Every *owner* of a *Dangerous dog* shall ensure that, when the dog is on the *owner's* lot, it is safely restrained and incapable of causing injury to any person or an *owner's Animal* entering on the lot, by ensuring that the dog is;
 - i** secured in a dwelling on the lot; or
 - ii** when outdoors:
 - 1.** enclosed in a fully fenced rear yard or side yard where such fence, and any gate that is part thereof, is of sufficient height, design, and condition to prevent the dog from escaping the yard under any circumstances; or
 - 2.** kept in a *dog run* in a rear yard or side yard and such *dog run* shall be of sufficient height, design, and condition to prevent the dog from escaping or causing harm to any other *Animal* therein under any circumstances.
 - b)** Every *owner* of a *Dangerous dog* shall ensure, where a *Dangerous dog* is in any place, other than its *owner's* lot in accordance with section 4.6, such dog shall:
 - i** be equipped with a *Muzzle* fitted over its mouth; and
 - ii** restrained by a leash under the direct physical control of a capable person over 18 years of age.
 - c)** Every *owner* of a *Dangerous dog* is prohibited from entering and using any leash free dog park with their *Dangerous dog*;
 - d)** Every *owner* of a *Dangerous dog* shall ensure the *Dangerous dog* has valid identification, in accordance with section 3.1, and proof, in a form satisfactory to the *Manager*, shall be provided to the *Township*;
 - e)** Every *owner* of a *Dangerous dog* shall provide the *Manager* with a photograph of the *Dangerous dog*, and any other identifying information deemed necessary;

- f) Every *owner* of a *Dangerous dog* shall provide the *Manager* with copies of the most updated records of the *Dangerous dogs'* rabies vaccination;
- g) Every *owner* of a *Dangerous dog* shall have a warning sign, in a form approved by the *Manager*, conspicuously displayed in all entrances where the *Dangerous dog* is kept and such signs shall clearly indicate the dog's presence to any approaching person; and
- h) The *owner* of a *Dangerous dog* shall upon request provide a status update to the satisfaction of the *Manager* in respect of the *Dangerous dog* and shall provide notification to the *Manager* within 48 hours of:
 - i any change to the residency or *ownership* of the *Dangerous dog*; or
 - ii the death of the dog.

4.7 A Dangerous Dog Order shall expire upon the death of such dog.

4.8 A Dangerous Dog Order shall be deemed served;

- a) On the day of delivery if served by hand; or
- b) On the fifth (5th) day following the date of mailing if served by registered mail.

4.9

4.10 Where any dog was declared a *Dangerous dog* in accordance with a previous *Township Animal Control By-law*, even where repealed, such dog shall be deemed to be a *Dangerous dog* pursuant to this By-law and shall continue to be subject to the terms of any applicable order in effect at the time of the enactment of this By-law.

Appeal of Dangerous Dog Order

4.11 An *owner* of a *Dangerous dog* may appeal the order declaring a dog to be dangerous after the following criteria has been met:

- a) Within seven (7) days from service of the Dangerous Dog Order; or
- b) After a minimum of two (2) years since the last reported *attack*, and the *owner* submits;
 - i sufficient proof of successful completion of obedience, behavioural, or any similar training by a qualified person; and
 - ii a letter from a qualified dog trainer stating the dog is not likely to *attack* again.

4.12 Every *owner* who makes an application or request to appeal a Dangerous Dog Order shall be made to *Council*, and *Council* may:

- a) Confirm the order; or
- b) Exempt the *owner* in whole or in part from compliance with the order.

4.13 Any application or request to appeal an order declaring a dog as a *Dangerous dog* shall not act as a stay of the order including any condition or requirement imposed therein.

PART 5- RABIES

- 5.1** Every *owner* of a dog which has bitten a person, shall place the *dog* in quarantine for a period of ten (10) days.
- 5.2** At the discretion of the *Manager* a dog may be held in quarantine on the premises of the *owner*, or in a veterinary hospital, or a licensed *kennel* of the *owner's* choice and at the *owners* expense.
- 5.3** A dog held in quarantine under section 5.1 and 5.2, shall not be released from such quarantine without permission from the *Manager* or the expiration of ten (10) days symptom free.
- 5.4** For the purposes of section 5.3, symptoms in a dog shall include any one of the following, depending on the type of rabies:
- a) Dumb Rabies:** the dog becomes depressed and tries to hide in isolated places or paralysis (areas most affected are the face or neck- which causes abnormal facial expressions or drooling- or the hind legs).
 - b) Furious Rabies:** the dog becomes very excited and aggressive, periods of excitement usually alternate with periods of depression, may attack objects or other animals. The dog may even bite or chew their own limbs.
- 5.5** If a dog develops any of the symptoms described in section 5.4, the *owner* shall contact the Public Health Unit and the *Township* as soon as possible.

PART 6- KENNELS

- 6.1** For the purposes of Part 6 of this by-law;
- a)** “*owner*”: means the *owner* or operator of a *Kennel*.
- 6.2** No person shall keep, board, house or breed more than four (4) dogs at a time on any premises within the *Township* unless the premises is:
- a)** licensed by the *Township* as a breeding or a boarding *kennel*; or
 - b)** an accredited veterinary facility under the supervision of a veterinarian licensed under to the *Veterinarians Act, R.S.O. 1990, Chapter V.3*, as amended.
- 6.3** Every person who proposes to operate a *kennel* where more than 15 dogs would be kept at a time, shall, before applying for a licence under this by law, apply to the *Council* for approval to apply for the licence.
- 6.4** After receiving an application made under section 6.3, the *Council* shall:
- a)** pass resolution granting the application and specifying the maximum number of dogs that the applicant may keep at one time in the *kennel*; or
 - b)** pass a resolution refusing the application.
- 6.5** An application for a licence under this section shall include:
- a)** the application licence fee, as set out in Schedule ‘B’;
 - b)** proof that the proposed or existing *kennel* complies to the satisfaction of the *Manager*, with the requirements of this by law and any other of the *Township's* by-laws;
 - c)** any site plan and site plan approval required by a by-law or by a provincial or federal statute or regulation; and
 - d)** upon receiving a properly completed application, along with the applicable fee in Schedule ‘B’, the *Township* shall grant the requested licence.
- 6.6** Every *owner* of a breeding or a boarding *kennel* shall maintain all parts of the *kennel* in a clean and sanitary condition, free of accumulated

excrement.

- 6.7** Every *owner* of a breeding or a boarding *kennel* shall remove excrement and other waste resulting from the operation of the *kennel* daily.
- 6.8** Upon the death of a dog being kept in a breeding or a boarding *kennel*, every *owner* of a *kennel* shall, in addition to the other requirements of this By-Law, immediately remove the dead body from its cage or pen to an area that is not being used to house other *Animals*.
- 6.9** Every *owner* of a breeding or a boarding *kennel* shall ensure that a cage used for housing a dog in the *kennel* is constructed and maintained so that the floor of the cage remains clean, dry, sanitary and safe.
- 6.10** Every *owner* of a breeding *kennel* or a boarding *kennel* who allows a dog to use an outdoor *dog run* shall ensure that:
- a) when the dog moves from an indoor location to the outdoor area, the change in environment will not cause harm to the dog;
 - b) surface water readily drains from the ground within the *dog run*;
 - c) the *dog run* is fenced or otherwise appropriately enclosed to prevent the dog from escaping;
 - d) the *dog run* is free from conditions or materials that pose a threat of harm to the dog; and
 - e) every dog within the *dog run* has ready access to an individual shelter that is large enough to comfortably accommodate the dog and is constructed and maintained to provide a dry shelter from direct sunlight, precipitation, and wind.
- 6.11** Every *owner* of a breeding or a boarding *kennel* shall ensure that every room or cage in which a dog is housed within the *kennel* is:
- a) maintained at a temperature that is appropriate for the welfare of the particular dog, considering its breed and medical condition;
 - b) fully lit for at least eight (8) continuous hours every day;
 - c) ventilated as required for the health and comfort of the dog;
 - d) the litter or bedding material is changed daily and kept dry, clean and free of obnoxious odours and fumes;
 - e) cleared of any excrements or other waste inside the cage promptly;
 - f) cleaned and sanitized daily, including the cage rack or portion of the cage rack used in connection with the cage;
 - g) cleaned and sanitized prior to placing any dog in cage previously occupied by another dog;
- 6.12** Every *owner* of a breeding or a boarding *kennel* shall ensure that every dog in a room or cage within the *kennel* is:
- a) Provided with food and water in a container that can be readily sanitized; and
 - b) Provided with food and water in containers that are placed directly on the floor of the cage in which the dog is located.
- 6.13** No *owner* of a breeding or boarding *kennel* shall keep a dog in a *dog run* or other fenced area unless the fence is constructed of chain link, vertical board, or corn crib wire.
- 6.14** An *owner* of a boarding *kennel* is exempt from the requirements of section 3.1 in respect of a dog that is temporarily in his or her care provided that:
- a) the dog is currently registered with another municipality, and a uniquely numbered registration tag from the other municipality is

securely affixed on the collar or harness of the dog at all times.

- 6.15** Every *owner* shall meet the requirements of the applicable zoning regulations of the *Township*.

Renewal

- 6.16** Every *owner* of a breeding or boarding *kennel* shall renew their *Kennel* licence prior to March 1st every year.

- 6.17** Every *owner* of a breeding or boarding *kennel* shall pay the *Kennel* Licence Fee, as per Schedule 'B'.

Revocation

- 6.18** A *Kennel* licence is considered automatically revoked if a complete licence renewal application is not submitted to the *Township* prior to March 1st of that calendar year.

- 6.19** The *Township's Manager* may, at any point, revoke a person's *kennel* licence where:

- a) a contravention of any section of this By-Law occurs;
- b) the licence was issued in error; or
- c) continuation of the operation poses an immediate danger to the health or safety of any person, *animal*, or property.

- 6.20** Where the *Manager* believes on reasonable grounds, that a licensed *kennel* may not be in compliance with the requirements of this by-law, the *Manager* may require that the *owner* of the *kennel* allow the *Manager* to enter the premises to inspect the *kennel*.

- 6.21** Every *owner* of a *kennel* shall, upon receipt of an inspection request under section 6.20 grant the *Manager* or an animal control *Officer* access to the *kennel* premises.

- 6.22** Where in the opinion of the *Manager* a *kennel* is in a state of non-compliance with this by-law or is creating or is likely to create a public health risk, the *Manager* may order the *owner* of the *kennel* in writing, to rectify the non-compliance within a specific time period that is reasonable in the circumstances.

- 6.23** Every *kennel owner* shall comply with an order made under section 6.22 within the time specified in the order.

- 6.24** In evaluating compliance with the requirements of this by-law the *Manager* may require an applicant for, or a holder of, a *kennel*;

- a) to provide the *Manager* with information that he or she deems necessary for this purpose; and
- b) to allow the *Manager* to inspect the *kennel* or proposed *kennel* premises.

- 6.25** In executing his or her duties with respect to any *kennel* or proposed *kennel*, the *Manager* may retain the services of a qualified veterinarian who is familiar with generally accepted *kennel* practices to write a report evaluating the practices of the licensed or proposed *kennel*. The *Manager* shall provide copies of any report generated by the veterinarian to the *owner* of the *kennel* or proposed *kennel*.

- 6.26** The *Township* shall invoice the *owner* of the *kennel* for the cost of the veterinary services obtained under section 6.25. The *owner* of the *kennel* shall pay the invoice within thirty (30) days, after which time any outstanding amount, plus interest calculated from the date of the invoice, shall be added to the tax demand for the land occupied by the *kennel*.

Transfers

- 6.27 Every person who operates a *kennel* shall only transfer a *kennel* licence following written approval from the *Manager*.

PART 7- DOG POUND

Impounded Dogs

- 7.1 At the discretion of the *Dog Pound*, any dog that is delivered as a result of it being *at large* may be impounded.
- 7.2 Every dog that is impounded shall be held by the *Dog Pound* for a minimum redemption period of three (3) days exclusive of the day on which the dog was impounded, statutory holidays, and any day which the *Dog Pound* is closed.
- 7.3 The *Dog Pound* shall keep a record of each dog that is impounded including but not limited to the date of impoundment, a description of the dog, any identification or contact information found on the dog and the date and manner of disposition.
- 7.4 Where a dog is not redeemed by its previous *owner* within the established timeframe pursuant to section 7.2, such dog shall become the sole property of the *Dog Pound* and may be made available for adoption, sold, transferred to a new *owner*, humanely euthanized or otherwise.

Redemption

- 7.5 During the period established pursuant to section 7.2, a dog may be redeemed by its previous *owner* and released from the *Dog Pound* if such person provides satisfactory identification of the dog and upon:
- a) payment of all applicable fees as set out by the *Dog Pound*;
 - b) reimbursement to the *Township* for any costs incurred as a result of veterinary or other care deemed necessary for the wellbeing of the *Animal* while it was impounded; and
 - c) affixing valid dog identification on the dog as per section 3.1.

Adoption

- 7.6 A person may only be eligible to adopt a dog from the *Dog Pound* if they are, to the satisfaction of the *Dog Pound*, capable of providing proper care to such dog and may be reasonably expected to meet the requirements of this By-law.
- 7.7 Every person who intends to adopt a dog from the *Dog Pound* shall:
- a) complete an application on an accepted form by the *Dog Pound*;
 - b) ensure proper identification is affixed to the dog or have a *Microchip* implanted in the dog, both of which shall require the current contact information of the adopting person; and
 - c) pay all applicable fees as set out by the *Dog Pound*.
- 7.8 The *Dog Pound* may refuse the adoption of a dog for any reason.

PART 8- PROHIBITED ANIMALS

- 8.1 No person shall keep or permit to be kept anywhere within the municipal boundary any animal prohibited in accordance with Schedule 'D' attached to and forming part of this by-law in any building or structure in any zone unless otherwise permitted by the *Township's* Zoning By-Law.

PART 9 - ADMINISTRATION AND ENFORCEMENT

- 9.1 This by-law shall be enforced on a basis of written complaints, unless the *Manager* is aware of an obvious unsafe condition warranting correction.

9.2 The *Manager* will not inspect the entire premises or suite but will inspect only those items which are the subject of the written complaint.

9.3 Notwithstanding 9.2, the *Manager* may inspect other areas or items believed to be unsafe.

9.4 The *Manager* is authorized to administer and enforce this By-law including but not limited to:

- a) arranging for:
 - i the assistance or work of *Township* staff, or *Township* agents;
 - ii the making of orders or other requirements and the imposition of conditions as authorized under this By-law;
 - iii the obtaining of court orders or warrants as may be required;
 - iv the commencement of such actions on behalf of the *Township* to recover costs or restrain contravention of this By-law as deemed necessary; and
- b) prescribing the format and content of any forms or other documents required under this By-law.

9.5 The *Manager* may assign *Officers* to enforce this By-law and *Officers* so assigned or appointed by *Council* to enforce this By-law shall have the authority to:

- a) carry out inspections;
- b) make orders or other requirements as authorized under this By-law; and
- c) give immediate effect to any orders or other requirements made under this By-law.

9.6 The *Manager* may assign duties or delegate tasks under this By-law to be carried out in the *Manager's* absence or otherwise.

Entry and Inspections

9.7 An *Officer* may enter on land at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act*, 2001 for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- a) this By-law;
- b) a direction or order made under this By-law;
- c) an order made under s. 431 of the *Municipal Act*, 2001.

9.8 An *Officer* may, for the purposes of the inspection under Section 9.7 and in accordance with the conditions set out in section 436 of the *Municipal Act*, 2001:

- a) require the production for inspection of documents or things relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- c) require information in writing or otherwise as required by the *Officer* from any person concerning a matter related to the inspection; or

- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

9.9 An *Officer* may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under Section 438 of the *Municipal Act, 2001*, in accordance with the conditions set out in that section, where he or she has been prevented or is likely to be prevented from carrying out an inspection under Sections 9.7 and 9.8.

9.10 No Person shall interfere with or obstruct an *Officer* while performing their duties under this by-law.

Orders including Delivery

9.11 If an *Officer* is satisfied that a contravention of this By-law has occurred, he or she may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the property on which the contravention occurred to do work to correct the contravention.

9.12 An order under Section 9.11 shall set out:

- a) reasonable particulars of the contravention adequate to identify the contravention and the location of property on which the contravention occurred;
- b) the work to be completed;
- c) the date or dates by which the work must be completed; and
- d) notice that if the order is not complied with, then the work may be done at the expense of the owner;
- e) notice that if the cost of work plus administration fees are not paid in time, they may be recovered by adding the amount to the tax roll for the Property.

9.13 Delivery of an order to discontinue a contravening activity made under Section 9.11 or an order to do work made under Section 9.12 may be given personally or by registered mail to the last known address of:

- a) the owner; and
- b) such other persons affected by the order as an *Officer* determines.

Delivery by registered mail shall be deemed to have taken place on the fifth (5th) day after the date of mailing.

9.14 In addition to delivery in accordance with Section 9.13, an order to discontinue contravening activity made under Section 9.11 or an order to do work made under Section 9.9 may be delivered by an *Officer* placing a placard containing the order in a conspicuous place on the property where the contravention occurred.

9.15 Where a time frame is set out in an order for carrying out any action, an *Officer* may extend the time for compliance beyond the established time frame provided such extension is required and is acceptable to the *Officer*.

9.16 No person shall fail to comply with an Order issued pursuant to this By-Law.

Township Carrying Out Work

9.17 Where a person does not comply with a direction or a requirement within an order, under this By-law to do a matter or thing, the *Manager*, in addition to all other remedies, may cause the Property to be brought into compliance with this by-law. For this purpose, the *Manager* with such assistance by others as may be required, may enter onto the Property at any reasonable time without further notice to the Owner in order to do such work necessary to achieve compliance with this by-law at the person's expense.

9.18 The *Township* may recover the costs of doing a matter or thing by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes and such costs shall include an administration fee of 30 per cent (30%). The amount of the *Township's* costs, including interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

Penalties

9.19 Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to:

- a) a set fine as set out in Schedule 'A'; or
- b) a fine as provided for in section 61 of the Provincial Offences Act, R.S.O 1990, c. P.33.

9.20 Where a person is convicted of an offence under this by-law, the Ontario court of Justice or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Validity and Severability

9.21 If a court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced *Council* to pass the remainder of the by-law, and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

9.22 Where a provision of this by-law conflicts with the provision of another by-law in force within the *Township*, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

Repeal

9.23 On the date this by-law comes into effect, By-Law 07-11 as amended shall be hereby repealed.

9.24 This By-law shall come into force upon the date of passing by *Council*.

READ A FIRST AND SECOND TIME IN OPEN COUNCIL THIS 21ST DAY OF MARCH, 2022.

READ A THIRD AND FINAL TIME, PASSED, SIGNED AND SEALED IN OPEN COUNCIL THIS DAY 18TH DAY OF APRIL, 2022

MAYOR:

CLERK:

SCHEDULE 'A'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
Set Fine Schedule
Part 1 Provincial Offences Act

By-Law No.##-2022: Animal Control

Item	Short Form Wording	Provision Creating or Defining of Offence	Set Fine
1	Fail to provide animal with food and water	2.1a	\$500.00
2	Fail to keep animal in a sanitary environment	2.1b	\$350.00
3	Fail to provide animal with adequate space	2.1c	\$350.00
4	Fail to provide animal with protection from unsafe weather	2.1d	\$350.00
5	Fail to provide animal with veterinary care	2.1e	\$350.00
6	Fail to provide animal with appropriate enclosure	2.3	\$350.00
7	Fail to provide dog with valid identification	3.1	\$350.00
8	Fail to obtain a Kennel Licence	3.3	\$350.00
9	Removed identification tag from the dog	3.4	\$350.00
10	Fail to use tether of 3m or less	3.6	\$350.00
11	Fail to use tether of appropriate strength for dog	3.8	\$350.00
12	Fail to appropriately tether dog	3.9	\$350.00
13	Fail to provide supervision for tethered dog	3.10	\$350.00
14	Permit dog to be tethered using a potentially harmful collar device	3.11	\$350.00
15	Permit dog to be tethered for more than 4 consecutive hours in a 24hour period	3.12	\$350.00
16	Permit dog to be tethered for more than 6 hours in a 24hour period	3.12	\$350.00
17	Permit dog to run at large	3.13	\$350.00
18	Permit dog to trespass on Private Property	3.14	\$350.00
19	Fail to deliver seized dog to the Township or Dog Pound	3.18	\$350.00
20	Fail to accompany dog within leash free dog park	3.22	\$350.00
21	Fail to keep less than 4 dogs in your care at a leash free dog park	3.23	\$350.00
22	Fail to accompany child within leash free dog park	3.24	\$350.00
23	Permit dog who poses danger to persons and dogs to enter leash free dog park	3.25a	\$350.00
24	Permit dog who displays aggressive behaviour in leash free dog park	3.25b	\$350.00
25	Permit dangerous dog in leash free dog park	3.25c	\$350.00
26	Permit dog who has been prohibited from using a leash free dog park, in leash free dog park	3.25d	\$350.00
27	Permit dog who has been convicted of an offence related to dog conduct, in leash free dog park	3.25e	\$350.00
28	Permit unneutered or unspayed dog in leash free dog park	3.26a	\$350.00
29	Permit unvaccinated dog in leash free dog park	3.26b	\$350.00
30	Permit dog under age of 6months in leash free dog park	3.26c	\$350.00

31	Permit dog without valid identification in leash free dog park	3.26d	\$350.00
32	Fail to immediately remove aggressive dog from leash free dog park	3.27a)i.	\$350.00
33	Fail to remove dog from leash free dog park following request from officer or town designate	3.27a)ii.	\$350.00
34	Fail to immediately remove excrement	3.27c)	\$350.00
35	Fail to keep dog tethered while entering leash free dog park	3.28	\$350.00
36	Fail to keep dog tethered while leaving leash free dog park	3.28	\$350.00
37	Permit any animal other than a dog within a leash free dog	3.29	\$350.00
38	Permit dog to bark consistently and persistently	3.30	\$350.00
39	Encourage dog to bark consistently and persistently	3.31	\$350.00
40	Fail to immediately remove excrement from public property	3.32	\$350.00
41	Fail to immediately remove excrement from private property	3.32	\$350.00
42	Fail to remove excrement within 3 days	3.33a)	\$350.00
43	Fail to remove excrement within 7 days	3.33b)	\$350.00
44	Fail to ensure doghouse is adequately constructed and maintained	3.34	\$350.00
45	Fail to ensure dog run is adequately constructed and maintained	3.35	\$350.00
46	Fail to ensure doghouse is located in rear or side yard	3.36a)	\$350.00
47	Fail to ensure dog run is located in rear or side yard	3.36a)	\$350.00
48	Fail to ensure doghouse is at least 2m from lot line	3.36b)	\$350.00
49	Fail to ensure dog run is at least 2m from lot line	3.36b)	\$350.00
50	Fail to ensure doghouse is kept in a sanitary condition	3.36d)	\$350.00
51	Fail to ensure dog run is kept in a sanitary condition	3.36d)	\$350.00
52	Permit dog to be kept in a dog run for more than 20hours within a 24hour period	3.37	\$350.00
53	Allow dog to bite, attack, or cause injury	4.1a)	\$350.00
54	Allow dog to behave in an aggressive manner	4.1b)	\$350.00
55	Fail to comply with a Dangerous Dog order	4.6	\$350.00
56	Fail to place dog in quarantine for ten (10) days	5.1	\$350.00
57	Keep more than 4 dogs without a kennel licence	6.2a)	\$350.00
58	Keep more than 15 dogs without Council approval	6.3	\$350.00
59	Fail to maintain sanitary kennel	6.6	\$350.00
60	Fail to remove feces from kennel daily	6.7	\$350.00
61	Fail to immediately remove dead dog from kennel	6.8	\$350.00
62	Keep dog in improperly constructed or maintained cage	6.9	\$350.00
63	Allow dog to use improperly constructed or maintained dog run	6.10	\$350.00
64	House dog in inadequate room or cage	6.11	\$350.00

65	Fail to clean dog cage in kennel daily	6.11f)	\$350.00
66	Use improper fencing materials in kennel	6.13	\$350.00
67	Fail to comply with an order	6.23	\$350.00
68	No person shall keep or permit to be kept any prohibited animals	8.1	\$350.00
69	Obstructing an Officer	9.10	\$500.00
70	Fail to comply with an Order	9.16	\$350.00

Note: The general penalty provision for the offences listed above is Section 9.18 of By-law no. ##-2022, a certified copy of which has been filed and s. 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33

SCHEDULE 'B'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No.##-2022: Animal Control

Service Use and Activity Charges

Item	Service or Activity Fee	Fee
1.	<i>Kennel</i> Licence Where an application for a <i>Kennel</i> Licence is submitted the fee indicated must be paid in full.	\$ 150.00
2.	1st Order. Where the informal notice has not been complied with, for the first Order issued in respect to any property.	\$ 50.00
3.	Subsequent Orders. Where there has been a previous Order issued, each subsequent Order issued thereafter.	\$ 350.00
4.	<i>Township</i> undertakes to complete the work. Where the <i>Township</i> undertakes to complete the work required to comply with any final order.	Cost of the work performed plus an administrative fee of 30%
5.	Certificate of Compliance. Where after inspecting a property, an <i>Officer</i> , may on the request of the <i>Owner</i> , issue the <i>Owner</i> a certificate of compliance.	\$25.00

SCHEDULE 'C'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No.##-2022: Animal Control

Animal Attack Levels

Level	Descriptions
1	Obnoxious or aggressive behaviour but no skin contact by teeth & no injury. Dog growls, snarls, lunges, but no teeth touch skin.
2	Skin contact by teeth. Includes skin nicks, scrapes, redness/welts caused by movement of teeth; may also include movement of dog's nails/claws against the skin. Mouth/teeth touch skin and there are pressure marks or indentations that leave scratches or abrasions and there may be slight bleeding caused by forward, backward or lateral movement of teeth against skin – no distinct punctures.
3	One to four punctures from a single bite with no deep punctures (less than ½ the length of the dog's canine teeth). There may be skin tearing (abrasions or shallow lacerations) in a single direction, caused by the victim pulling or <i>owner</i> pulling dog away, or gravity (e.g. dog jumps up).
4	One to four punctures from a single bite with at least 1 deep puncture (deeper than ½ the length of the dog's canine tooth. May include deep bruising around the wound (dog held on for a number of seconds and bore down) or lacerations in both directions (dog held on and shook its head from side to side). With this type of bite, the dog clamps down and there is not a quick release (bite –hold). Lacerations will often occur as the individual pulls away while the dog has a hold with their teeth.
5	Multiple-bite incident with at least two level 3 bites or multiple- <i>Attack</i> wounds with at least one level 3 bite in each. Includes severe injuries as a result of an <i>Attack</i> (i.e. fracture). Dog bites multiple times in a row, connecting with the skin, causing punctures and often tears. Some bites may be bite-release and some may be bite-hold. The dog does not bite and back away but instead bites, releases and then lunges forward again immediately often directing the bite toward vulnerable areas. These are serious bites that can be life threatening.
6	victim (human or <i>Animal</i>) is deceased as a result of bite or <i>Attack</i> .

SCHEDULE 'D'
CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
By-Law No.##-2022: Animal Control

Prohibited Animals

Class	Type	Common Names	Permitted Exceptions
Arachnida	Araneae	Spiders	
	Scorpiones	Scorpions	
Aves	Accipitriformes	Hawks and eagles	
	Anseriformes	Ducks, geese and swans	
	Apterygiformes	Kiwis	
	Casuariiformes	Emus and cassowaries	
	Columbiformes	Pigeons and doves	
	Falconiformes	Falcons	
	Galliformes	Pheasants, grouse, guineafowls, turkeys, chickens and peafowls	
	Gruiformes	Cranes	
	Phoenicopteriform	Flamingoes	
	Rheiformes	Rheas	
	Sphenisciformes	Penguins	
	Strigiformes	Owls	
Mammalia	Struthioniformes	Ostriches	
	Artiodactyla	Cattle, goats, sheep, swine, deer, elk, camels, llamas, alpacas and reindeer (caribou)	
	Carnivora	Wolves, coyotes, foxes, fox hybrids, wolf hybrids, hyenas, tigers, leopards, jaguars, cougars, lions, lynx, cheetahs, servals, hybrid bengal, savannah and chausie cats and similar hybrids, minks, skunks, weasels, otters, badgers, mongoose, civets, genets, cacomistles, raccoons, kinkajous, bears, seals and walruses	Domesticated dogs Domesticated cats (Felis Catus) Domesticated ferrets
	Chiroptera	Bats, myotis and fruit bats	
	Eulipotyphla	Shrews	African pygmy
	Lagomorpha	Hares and pikas	Domesticated rabbits
	Marsupialia	Koalas, kangaroos, possums, opossums, wombats and wallabies	Domesticated sugar gliders derived from a self-sustaining captive population
	Perissodactyla	Horses, donkeys, mules, zebras and ponies	
	Primates	Gorillas, monkeys, chimpanzees, lemurs, orangutans and bush babies	
	Proboscidea	Elephants	
	Rodentia	Porcupines, prairie dogs and nutria	Domesticated rodents such as hamsters, gerbils, chinchillas and guinea pigs which do not exceed 1,500 grams and are derived from a self-sustaining captive population
	Reptilia	Scandentia	Treeshrews
Xenarthra		Anteaters, armadillos and sloths	
Crocodylia		Alligators, crocodiles, gavials and caimans	

	Squamata	Iguanas, savannah monitors, pythons and boas (including anacondas)	<p>Non-venomous or non-poisonous lizards which have a maximum length of less than 70 centimetres and are not commonly expected to exceed that length</p> <p>Non-venomous or non-poisonous snakes which have a maximum length of less than 2 metres and are not commonly expected to exceed that length</p>
	Testudines	Terrapins, tortoises and turtles	Domesticated turtles derived from a self-sustaining captive population; not including snapping turtles.
Other	All venomous or poisonous <i>animals</i> .		