

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 60- 2013

BEING A BY-LAW TO AMEND THE MUNICIPAL CODE (ANIMAL CONTROL),

WHEREAS it is deemed advisable to amend the Municipal Code;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

"SCHEDULE B PROTECTION TO PERSONS & PROPERTY
Control Dogs and Govern the Care of Animals
within the Municipality of Arran-Elderslie".

WHEREAS Section 8 of the *Municipal Act, 2001, S.O. c.25* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under the Act; and

WHEREAS Section 9 of the *Municipal Act, 2001, S.O. c.25* provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues; and

WHEREAS Section 11 of the *Municipal Act, RSO 2001, c.25*, provided that a lower-tier municipality may pass By-laws respecting matters within the spheres of jurisdiction set out therein; and

WHEREAS the *Ontario Society for the Prevention of Cruelty to Animals Act, R.S.O. 1990, Chap.0.36*, provides special powers to help animals in distress; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it appropriate to address the standards of care for animals; and

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

PART I: DEFINITIONS

1. That in this By-law,

"*Animal*" means any member of the animal kingdom, other than a human;

"*Animal Control Officer*" means an official(s) so appointed by the Municipality to perform the enforcement provisions of this by-law;

"*At Large*" or "*Trespass*" means being at any place other than the premises of the owner of the animal and not under the control of the owner including not being put on a leash, except where the owner of the property permits the animal to be on his or her property;

"*Confined Space*" means a fully or partially enclosed space.

"*Control*" includes care and custody.

"*Corporation*" means the Corporation of the Municipality of Arran-Elderslie;

"*Council*" means the Council of the Corporation;

"*Distress*" means the state of being in need of proper care, water, food or shelter or being injured, sick or in pain or suffering or being abused or subject to undue or unnecessary hardship, privation or neglect.

"*Dog*" means a domesticated canine animal, male or female, over the age of three (3) months;

"*Guide Dog*" shall mean a dog trained and certified for a guide for the blind, hearing impaired, or other handicap, and used as such;

"*Highway*" means all parts of a Municipal road allowance including a sidewalk, a curb and gutter, and the travelled portion of the highway;

"*Kennel*" means a building or structure or part thereof whereby more than three (3) purebred dogs, which are aged over three (3) months, at one (1) location, are kept for remuneration for the purpose of breeding, boarding, housing, feeding, and/or maintenance, in accordance with Provincial regulations as enforced by the Province of Ontario;

"*Kennel*" means a place or confine where purebred dogs are bred and raised and are registered or eligible to be registered with an association incorporated under the Animal Pedigree Act (Canada) and shall include a kennel where the following breeds are bred and raised: Border Collie, English Shepherd Dog and Jack Russell Terrier;

"*Kennel Licence*" means the Municipal Document authorizes an owner to keep more than three (3) purebred dogs at any premises in accordance with the provisions of this by-law;

"*Keep*" means to have temporary or permanent control or possession of an animal;

"*Leash*" means a rope, chain or other restraining device for a dog which may not exceed two (2) metres long;

"*Licence*" means to register an owner's and animal's information with the Municipality and includes receipt of a numbered identification tag issued by the Municipality;

"*Licence Fee*" means the fee required to register each dog, per year, as provided in Subsection 3.1.6, which, if not paid in full by March 31st in any calendar year, shall be added to the taxes for the premises on which the animal is kept whether or not the owner of the premises is the owner of the animal;

"*Licence Inspector*" shall mean any person appointed by Council as a municipal law enforcement officer;

"*Livestock*" means dairy, beef, swine, poultry, horses, goats, sheep, ratites, fur-bearing animals, deer & elk, game animals, birds, and other animals identified in Table 1 of the Minimum Distance Separation Formulae.

"*Municipality*" means The Corporation of the Municipality of Arran-Elderslie;

"*OSPCA*" means the Ontario Society for the Prevention of Cruelty to Animals as constituted under the *Ontario Society for the Prevention of Cruelty to Animals Act, R.S.O. 1990, Chapter O.36*, as amended.

"*Owner*" means a person who keeps, harbours or has custody of an animal, and , in the case of a minor, includes the person responsible for the custody of the minor;

"*Person*" means an individual, partnership, association, firm or corporation;

"*Police work dog*" means a dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;

"*Pound*" means an approved animal shelter, including but not limited to any veterinarian's facility or other kennel for which the Municipality has made arrangements to impound small animals;

"*Premises*" includes a dwelling unit, a house or building and the land or premises on which the building or house is situated or attached;

"*Property*" includes privately owned lands and any Municipal property;

"*Provincial Offences Officer*" means a person so designated or appointed under the *Provincial Offences Act* to enforce this by-law;

"*Pure-bred*" shall mean:

- a) registered or eligible for registration in the register of the The Canadian Kennel Club, Incorporated, or;
- b) of a class designated as pure-bred in any regulations passed pursuant to provincial legislation, and
- c) the following breeds; Border Collie, Jack Russell Terrier, English Shepherd Dog;

"*Qualified Person*" includes a veterinarian, an Animal Control Officer and a Police Officer;

"*Service Animal*" means a guide dog and other trained service animal identifiable by a harness and used principally to assist persons with a visual, hearing or other impediment;

"*Set Fine*" means the amount of fine set by the Chief Justice of the Ontario Court of Justice for an offence for the purpose of proceedings commenced under Part 1 of the *Provincial Offences Act*;

"*Tag*" shall mean a metal tag indicating the year and/or number issues;

"*Treasurer*" shall mean the Treasurer of the Municipality and includes treasury staff.

PART II: ADMINISTRATION & ENFORCEMENT

- 2.1 That the *Treasurer* shall be responsible for the administration of this By-law
- 2.2 That the *Animal Control Officer*, a license inspector or any other *provincial offences officer* of the *Municipality*, shall be responsible for the enforcement of this by-law.

PART III: OWNERSHIP AND/OR LICENSING OF DOGS & KENNELS

- 3.1 That every calendar year, an *owner* of a dog shall register the dog with the Municipality on or before the 31st day of March, unless the dog came into the *owner's* possession or care after that date.
 - 3.1.1 That every *owner* of a dog that comes into his or her possession after March 31st shall immediately obtain a license for the *dog* for the remainder of the calendar year.
 - 3.1.2 That the *owner* of a *guide dog* or a *police work dog* shall ensure that the *dog* is licensed, but no fee is required for such *dogs*.
 - 3.1.3 That every calendar year, an *owner* of a *kennel* of *purebred dogs* shall obtain a *kennel licence* on or before the 31st day of

March or prior to establishing a *kennel* in accordance with Provincial regulations, if after that date.

3.1.3.1 That where the *owner* of a *kennel* has complied with the requirements of Section 3.1.3, the *kennel owner* is not required to individually license each *dog* kept at the *kennel*.

3.1.3.2 That *kennels* may only be licensed if they are located where *kennels* are permitted by the zoning by-law.

3.1.3.3 That the *kennel license* shall be exposed at all times in a conspicuous place in the interior of the premises.

3.1.4 That the *licence fee* in respect of any *kennel* or the license fee in respect of any *dog* shall be as set out in Subsection 3.1.6.

3.1.5 That no *owner* shall keep more the three (3) *dogs*.

3.1.5.1 That, subject to Subsection 3.1.5.2, *person* may keep or permit to be kept at any one time, more than three (3) *dogs* older than three (3) months per dwelling unit or location.

3.1.5.2 That subsection 3.1.5.1 does not apply to the owner of:

- 3.1.5.2.1 a licensed *kennel*;
- 3.1.5.2.2 an *animal* hospital;
- 3.1.5.2.3 an *animal* hospital operated by a veterinary surgeon;
- 3.1.5.2.4 a pet store;
- 3.1.5.2.5 a registered research facility or supply facility under the *Animals for Research Act*;
- or
- 3.1.5.2.6 a *pound*.

3.1.6 That the *licence fees* shall be as follows:

Neutered or Spayed <i>Dog</i> from January 1st to March 31st	\$15.00
Neutered or Spayed <i>Dog</i> from April 1st to December 31st	\$25.00
<i>Kennel License</i> For More Than 3 Dogs (Rural Area Only)	\$100.00
Replacement <i>Tags</i>	\$5.00

3.1.7 That a fifty dollar (\$ 50) administration fee, in addition to all applicable *licence fees*, shall be added to the tax roll of the *owner* of any *dog* for which incorrect information as to the residence of any *dog* is given to the *Municipality*.

3.2 That on payment of the *licence fee* for a *dog*, the *owner* shall be furnished with a *dog tag* and shall keep the *tag* securely fixed on the *dog* at all times, until the *tag* is replaced; except that the *tag* may be removed while the *dog* is being lawfully used for hunting in the bush.

- 3.2.1 That the *tag* that must be fixed on the *dog* pursuant to Section 3.2 shall be for the current calendar year.
- 3.2.2 That if a *dog* dies, is destroyed, or is transferred to another *owner*, the *owner* shall return the *tag* to the *Municipality*.
- 3.2.3 That no *owner* shall permit a *dog* to wear a *tag* other than the one issued for the *dog*.
- 3.2.4 That if a *tag* is lost, a replacement *tag* shall be obtained by the *owner* upon payment of the replacement *tag* fee as set out in Section 3.1.6, and the *Municipality* is satisfied that a proper *tag* for that *dog* has already been issued by the *Municipality* for the current calendar year.
- 3.2.5 That no *person* shall remove a *tag* from a *dog* other than to replace an expired *tag* with a current *tag*, to administer medical treatment to the *dog* or for hunting purposes after which the *tag* shall be immediately replaced.
- 3.3 That a *licence tag* for a *dog* is valid for one (1) calendar year or part calendar year depending upon the date of registration of the *dog*.
- 3.4 That every *owner* of a *dog* shall re-license the *dog* no later than 31st day of March of the next following calendar year.
 - 3.4.1 That there shall be no refund of any part *licence fee* in the event a *dog* ceases to reside in the *Municipality* after the 31st day of March in any year.
- 3.5 That the *Treasurer* shall review and process all requests for *licences* and for renewal of *licences*.
- 3.6 That the *Treasurer* shall license a *dog* when a request is made in accordance with the provisions of this By-law.
- 3.7 That any request to license a *dog* shall be accompanied by the appropriate fee as provided in Subsection 3.1.6.
- 3.8 That at the request of an *owner*, the annual *licence fee* may be added to the tax roll for collection.
- 3.9 That failure to license or re-license a *dog* and submit the annual fee shall result in the fee(s) being added to the tax roll for collection in like manner as municipal taxes after March 31st.
- 3.10 That where a renewal *licence fee* has been added to the tax roll and the *dog* no longer resides at the *premises*, upon the *owner* providing satisfactory confirmation that the license fee no longer applies, which may include a signed affidavit that said *dog* is not longer on said property, the renewal fee for the *dog* shall be removed from the tax roll.
- 3.11 That all *licence fees* and tags are non-transferable.

PART IV: REMOVAL OF EXCREMENTS

- 4.1 That every *owner* of an *animal* shall remove forthwith and shall dispose of any excrement left by the *animal* on any *property*, including *highways*, in the *Municipality* other than the *owner's property*.
- 4.2 That Subsection 4.1 does not apply to:
 - 4.2.1 persons reliant upon a *service animal* while that *animal* is being used to aid a person with a visual, hearing or other impediment.

PART V: ANIMALS AT LARGE OR TRESPASS OR NUISANCE

- 5.1 That no *owner* shall suffer, cause or permit an *animal* to be *at large* or *trespass* upon private or public *property* in the *Municipality* except as provided in this by-law.
- 5.2 That an *animal* is not considered to be *at large* if the *animal* is:
 - 5.2.1 a *service animal* or *police work dog*;
 - 5.2.2 on the *premises* of a *person* who has consented to the *animal* being on that *person's premises* while it is unleashed;
 - 5.2.3 when the *animal* is on the *property* of the *owner* or on the *property* of some other *person* with that *person's* consent, and the *property* consists of land that is assessed pursuant to the *Assessment Act* as farm land and is actually used only farm purposes, the *owner* shall keep the *animal* from leaving the *property* on its own by any reasonable means.
- 5.3 That any *person* may capture any animal running at large and *trespassing* on his/her *property* and deliver the *animal* to an *Animal Control Officer*, who shall *impound* the said animal.
- 5.4 That no *owner* shall permit an *animal* to bark, howl or yowl incessantly such that the noise can be heard from any *premise* other than that of the said *owner*.
- 5.5 That no *owner* shall permit an *animal* to be a nuisance to any *person* or *premise*, including but not limited to damage to public or private *property* caused by digging or chewing.

PART VI: SEIZURE AND IMPOUNDMENT OF ANIMALS

- 6.1 That an *animal* found *at large* contrary to this By-law may be seized by an *Animal Control Officer*.
- 6.2 That an *animal* seized under this By-law shall be impounded for a period of three (3) business days, exclusive of the day on which the *dog* was impounded, unless:
 - 6.2.1 the *animal* is redeemed by the *Owner* during this period of impoundment in accordance with the provisions of this By-law;
 - 6.2.2 in the opinion of the *Animal Control Officer*, the *animal* should be euthanized or receive veterinary care immediately.
- 6.3 That the *owner* of an *animal* impounded under this By-law shall pay all expenses, veterinary care, costs of any vaccination or immunization, impoundment and maintenance fees plus any damages, accrued for the time of the impoundment as well as the fine for allowing the *animal* to run *at large* before redeeming the animal.
 - 6.3.1 That no *animal* shall be released from a *pound* unless all fees and fines have been paid in full in cash;
 - 6.3.2 That no *dog* shall be released from a pound without having it licensed and tagged.
- 6.4 That if an *animal* is not redeemed within the time period specified in this by-law, the *animal* shall become the *property* of the *Corporation* and may be:
 - 6.4.1 put up for adoption; or
 - 6.4.2 euthanized by a qualified person, under the *Animals for Research Act*.

- 6.5 That an *Animal Control Officer* may euthanize an *animal* without delay without permitting any *person* to redeem it if:
- 6.5.1 the *animal* seized and impounded under this by-law is seriously injured or ill and should be euthanized without delay for humane reasons; or
- 6.5.2 euthanasia of the *animal* seized and impounded under this by-law is necessary for the safety of an *person* or *persons*.
- 6.6 That where, in the opinion of the *Animal Control Officer*, an *animal* seized and impounded under this by-law is injured and requires the services of a veterinarian, the *Animal Control Officer* shall arrange for such services and, in addition to any amount charged under this Part, is entitled to charge the *owner* of the *animal* the cost of the veterinary care, which shall be collected in the same manner as *licence fees*.
- 6.7 That any impounded *animal* not wearing a *tag* for the current year, may, at the discretion of the poundkeeper, be given an inoculation to provide temporary immunization against distemper or any other contagious or infectious disease.
- 6.7.1 That in the case of inoculations under Subsection 6.7, the poundkeeper is authorized to charge impounding and other fees as set out in this by-law.
- 6.8 That the poundkeeper may release an impounded *animal* to the *owner*, if the *owner* has provided satisfactory identification and paid the fees as set out in this by-law.
- 6.8.1 No *owner* shall remove an impounded *animal* without complying with Subsection 6.8.
- 6.9 That the *Animal Control Officer* shall keep a record of all animals impounded or seized, including the date it was impounded, a description of the animal, the tag number if wearing one and the date of disposition and the disposition made in accordance with the *Animals for Research Act*, as amended.
- 6.10 That any direction or notice pursuant to the provisions of this by-law, shall be personally served on the *owner* of the *dog* or shall be given by registered mail addressed to the last known address of the *owner* and shall be deemed received on the fifth working day after the date of mailing.

PART VII: SURRENDERING OF ANIMALS

- 7.1 That an *owner* of an *animal* may give up ownership of the animal by surrendering the *animal* to the *Animal Control Officer*.
- 7.2 That by surrendering the *animal* to the *Animal Control Officer*, the *owner* is deemed to have relinquished all rights of ownership and possession of the *animal*.
- 7.3 That to surrender the *animal* to the *Animal Control Officer*, the *owner* shall pay all costs, in advance, which the *Animal Control Officer* deems to be appropriate, including, but not limited to retrieval costs by the *Animal Control Officer* (service fee and mileage), pound fees, euthanasia fees (where applicable) and any cost which may be incurred to complete the surrender.
- 7.4 That all costs associated with surrendering an *animal* shall be collectible in like manner as *licence fees*.

- 7.5 That an animal that has been surrendered to an Animal Control Officer becomes the property of the Corporation and may be kept or disposed of as the Corporation deems appropriate, including:
- 7.5.1 placing the *animal* for adoption;
 - 7.5.2 euthanasia, as outlined in Part VI, where in the opinion of an *Animal Control Officer*, the *animal* is not suitable for adoption or should be euthanized for humane reasons.

PART VIII: CARE OF ANIMALS

- 8.1 Any person who keeps an animal within the municipality shall provide the animal with adequate and appropriate care, food, water, shelter, exercise, attention and veterinary care as may be required to meet the need of the species.
- 8.2 Any person who tethered an animal shall ensure at all times that the animal has unrestricted movement within the range of the tether and that the animal cannot suffer injury resulting from the tethering.
- 8.3 No person shall have more than six (6) cats in any residential dwelling unit within the municipality.
- 8.4 Any person keeping an animal within the municipality shall do so under sanitary conditions.
- 8.5 For the purposes of Section 8.4 herein, an animal is kept in a unsanitary condition where the keeping of the animal results in an accumulation of fecal matter, and odour, insect infestation or rodent attractants which endanger the health of any person or animal, or which disturbs or is likely to disturb the enjoyment, comfort or convenience of any person.
- 8.6 No person shall cause, permit or allow an animal to be confined in a vehicle or other confined space without appropriate ventilation or left in a vehicle or other confined space if weather conditions are not suitable for containment of an animal.
- 8.7 No person shall:
- a) Tease, torment, annoy, or abuse any animal; or,
 - b) Untie, loosen, or otherwise free an animal which is not in distress unless such a person has the authorization of the owner.
- 8.8 In addition to any other remedy, an officer may give to an animal's owner an Order where the officer has reason to believe that the owner has failed to comply with any part of this section.
- 8.9 Where an officer has reasonable and probable grounds to believe that an animal is in distress or is likely to be in distress, an officer may require the owner to cause an animal to be examined and treated by a Veterinarian at the owner's expense.
- 8.10 An Order shall include the following for information
- a) Particulars of the reasons for which the Order was given; and,
 - b) Particulars of the things the owner is required to do to remedy the issue.
- 8.11 An owner to whom or to which an Order is given shall forthwith comply with the Order.

PART IX: PROHIBITED ANIMALS

- 9.1 No person shall own, harbour, possess, keep, sell or offer for sale any animals listed below as a pet or for any other purpose or for any period of time.
- a) All non-human primates (such as gorillas and monkeys);
 - b) All felids, except the domestic cat;
 - c) All canids, except the domestic dog;
 - d) All mustelids (including but not limited to skunks, weasels, otters, badgers, etc.) except the domestic ferret;
 - e) All marsupials (including but not limited to kangaroos, sugar gliders, and opossums);
 - f) All bats, raccoons, squirrels;
 - g) All ursids (bears);
 - h) All hyaenas;
 - i) All snapping turtles;
 - j) All elephants;
 - k) All snakes of the families pythonidae and boidae;
 - l) All poisonous and venomous snakes;
 - m) All poisonous or venomous arachnids (including but not limited to spiders)
 - n) All poisonous and venomous lizards;
 - o) All crocodylians (including but not limited to alligators and crocodiles);
 - p) Any endangered species as defined by the Canadian Wildlife Service;
 - q) Any livestock on a property zoned residential; or
 - r) Any other animal that Council deems to be necessary.
- 9.2 Notwithstanding Section 9.1, the prohibition shall not apply to:
- a) Circuses;
 - b) Premises operated by the Ontario Society for the Prevention of Cruelty to Animals, or a municipally owned or operated pound;
 - c) A veterinary hospital under the control of a licensed veterinarian;
 - d) Anyone holding a license under any statute of the Legislature of Ontario or the Government of Canada, which permits the keeping of animals under the stated conditions;
 - e) Any animal being displayed or exhibited for a set period of time in a municipally sanctioned event which operated in accordance with all by-laws of the municipality; or,
 - f) The premises of an Institution of Education where such animals are being kept for research, studying or teaching purposes, or on premises registered as Research Facilities under the *Animals for Research Act*, R.S.O. 1990, c.A.22, as amended.

PART X: QUARANTINE OF ANIMALS

- 10.1 That when an *Animal Control Officer* suspects an *animal* should be quarantined, the *Animal Control Officer* shall report the matter to the local health unit.
- 10.2 That the *owner* of an *animal* to be quarantined shall follow the health unit's guidelines with respect to such situations.
- 10.3 That any costs incurred by the *Municipality* in the quarantining of an *animal* shall be collected in the like manner as *licence fees*.

PART XI: ADOPTION OF IMPOUNDED ANIMAL

- 11.1 That an impounded *animal* which has not been redeemed in accordance with Part VI, may be adopted by a *person* who shall meet the requirements of this by-law including licensing the *animal*.
- 11.2 That a person wishing to adopt an impounded animal shall pay all fees, in cash, in advance of the adoption.
 - 11.2.1 That no *pound* shall permit the adoption of an impounded *animal* without first collecting all unpaid Municipal pound fees.

PART XII: GENERAL PROVISIONS FOR PAYMENT OF FEES

- 12.1 That every person responsible for the payment of a fee under this by-law shall make such payment in full upon demand by the Corporation, including:
 - 12.1.1 any non-resident person whose *animal* has required the services of an *Animal Control Officer* of the *Municipality*.
 - 12.1.2 That for the purposes of this section, a service by an *Animal Control Officer* includes every act conducted pursuant to this by-law by the *Animal Control Officer* that incurs a cost, fee or charge to the *Municipality*.
- 12.2 That the payment of any fees and charges as required under the By-law does not constitute partial or full payment of any fines imposed by a court of competent jurisdiction for an offence committed under this or any other by-law.
- 12.3 That, failure to register a *dog* in accordance with Section 3 will result in a fifty dollar (\$ 50) administration fee being added to the property tax roll of the *owner* who failed to register a *dog*.

PART XIII: LIABILITY FOR AN OFFENCE

- 13.1 That every person who contravenes any provision of this by-law commits an offence and upon conviction is liable to pay a fine recoverable under the provision of Part 1 of the *Provincial Offences Act*, as amended.

PART XIV: VALIDITY

- 14.1 And that if a court of competent jurisdiction declares any section or part section of this by-law to be invalid, the remainder of the by-law shall continue to be in force.
- 14.2. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 8th day of May, 2006.

READ a THIRD time and finally passed this 8th day of May, 2006.

Original Signed by

Ron L. Oswald, *Mayor*

Original Signed by

Joan Albright, *Clerk*