



The Corporation of the Township of Adjala-Tosorontio

By-law 11-25 (Consolidated – as amended)

CANINE CONTROL BY-LAW

A by-law to provide for the licensing, regulating and control of canines in the Township of Adjala - Tosorontio

Consolidation		
Amendment No. 1	By-law 13-16	June 3, 2013

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OFFICE CONSOLIDATION
Current to Amendment No. 1
By-law 13-16, June 3, 2013

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO

BY-LAW 11-25

A BY-LAW TO PROVIDE FOR THE LICENSING, REGULATING AND CONTROL OF CANINES IN THE TOWNSHIP OF ADJALA-TOSORONTIO
Canine Control By-law

WHEREAS the Municipal Act, S.O. 2001, Chapter 25, as amended, provides that lower tier municipalities may pass by-laws respecting animals;

AND WHEREAS section 8 of the said Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 103 of the said Act provides that where a municipality passes a By-law regulating or prohibiting animals from running at large or trespassing it may provide for the seizure and impounding of animals found trespassing or being at large and provide for procedures to deal with such animals;

AND WHEREAS section 105 of the said Act provides that where a municipality requires a dog to be muzzled the owner may request a hearing and that such requirement to muzzle remain in effect until such time as the hearing is conducted;

AND WHEREAS section 128 of the said Act provides that a local municipality may prohibit and regulate with respect to public nuisances;

AND WHEREAS section 129 of the said Act provides that a local municipality may prohibit and regulate with respect to noise, nuisance and odour;

NOW THEREFORE the Council of the Corporation of the Township of Adjala-Tosorontio hereby enacts as follows:

1.0 TITLE

- 1.1 This By-law shall be cited as "The Township of Adjala-Tosorontio Canine Control By-law";

2.0 DEFINITIONS

- 2.1 For the purposes of this By-law, the following definitions shall apply:

"Appeal Committee" shall mean Council, or a Committee duly appointed by Council to conduct hearings under this By-law;

"Assistance Dog" means a Guide, Hearing or Service Dog including Therapy Dogs, specifically trained and certified to assist and mitigate the individual's disabilities. The presence of a dog for protection, personal defence or comfort does not qualify that dog as an Assistance Dog;

"At Large" a dog shall be deemed to be at large when it is found at a place other than the premises or property of the owner of the dog and not under the effective control of any person;

"Bite" means piercing or puncturing of the skin as a result of contact with a dog's tooth or teeth;

"Clerk" means the Clerk of the Corporation of the Township of Adjala-Tosorontio;

"Council" means the Council of the Corporation of the Township of Adjala-Tosorontio;

"Dangerous Dog" means any of the following:

- a) a dog that has killed a person, domestic animal or livestock, regardless of circumstances;
- b) a dog, in the absence of any mitigating factor, that has bitten or injured or harmed a person, domestic animal or livestock;
- c) a dog previously designated as a menacing dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog;
- d) a dog that is kept for the purposes of security or protection, whether residential, commercial or industrial, on a person's property;
- e) an attack-trained dog other than dogs used in law enforcement;

"Dog" shall mean any domesticated canine, male or female, whether neutered or spayed, over ninety days from birth;

"Dog Tag" means a disc or other shape of metal or plastic furnished by the Township suitable to be securely affixed to a dog's collar or other restraining device, which must be worn by the dog whenever the dog is off the owner's property.

"Dwelling Unit" means a room or suite of rooms used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities;

"Humane Society" means the Alliston and District Humane Society or any successor organization thereto;

"Leash" means a chain, rope or other similar device of not more than 1.83 metres (six feet) in length which is designed to be held by the owner and is used or designed to restrain a canine;

"License" means a license and dog tag issued pursuant to this By-law;

"Livestock Guardian Dog" shall mean a dog that is specifically recognized and used to work and/or live with domestic farm animals, without causing them harm while aggressively repelling predators and is used exclusively for that purpose;

"Menacing Dog" means a dog that in the absence of any mitigating factor, chases or approaches any person, domestic animal or livestock in a menacing fashion or apparent attitude of attack, including, but not limited to behaviour such as growling or snarling, baring teeth, lunging, inhibited biting where a behaviour does not physically injure or harm the person or domestic animal;

"Microchip" means an approved Canadian standard encoded 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 the owner of the animal;

"Mitigating Factor" means a circumstance which excuses aggressive behaviour of a dog and, without limiting the generality of the foregoing, may include circumstances where:

- a) the dog was, at the time of the aggressive behaviour, acting in defence to an attack by a person or animal, or acting in its function as a *Livestock Guardian Dog*;
- b) dog was, at the time of the aggressive behaviour, acting in defence of its young or reacting to a person or domestic animal trespassing on the property of its owner; or
- c) the dog was, at the time of the aggressive behaviour, being teased, provoked, or tormented;

"Muzzle" means a humane fastening or covering device of adequate strength placed over the mouth of a dog to prevent a dog from biting, yet still allows a dog to pant or drink (a basket type muzzle);

"Officer" means a person or persons appointed by the Township to enforce the provisions of this By-law as Provincial Offences Officers, By-law Enforcement Officers or Canine Control Officers;

"Owner" means any person or corporation who owns, possesses, harbours, shelters, or has custody of a dog and, where the Owner is a minor, the person responsible for the custody of the minor;

"Police Work Dog" means a dog that is certified to aid law enforcement officers and is actively being used for police work purposes;

"Pound Facility" shall mean any facility or structure maintained or operated by the Township or its agents for the retention and or maintenance of dogs that have been impounded pursuant to the by-law of the Municipality;

"Township" shall mean the Corporation of the Township of Adjala-Tosorontio;

PART I

3.0 LICENSING OF DOGS

- 3.1 Prior to April 1st of each year, every *Owner* of a dog shall register and obtain from the *Township* or its agent a *License* for each *Dog* that he or she owns;
- 3.2 Every person upon becoming a new *Owner* of a dog, and every new resident that is an *Owner* of a dog shall within 30 days register and obtain from the *Township* or its agent a *License* for each *Dog* that he or she owns;
- 3.2 At the time of application for a *License* to be issued, the *Owner* shall provide:
 - a) a completed application in the form provided by the *Township*;
 - b) the applicable *License* fee as set out in Schedule "A" to this By-law;
 - c) any additional documents as the *Township* sees fit, such as proof of spaying/neutering or breed, and any costs incurred in obtaining such documents shall be at the applicant's expense;
- 3.3 Further to the requirements of Section 3.2 of this By-Law, every *Owner* with a *Dog* which has been declared a *Dangerous Dog* or *Menacing Dog* shall register the *Dog* solely at the *Township* Office verifying the *Dog's*

status as to their designation, and shall provide proof of current rabies vaccination;

- 3.4 Every *Owner* shall affix to the *Dog's* collar or restraining device a current *Dog Tag* issued by the *Township* in accordance with this By- law and shall keep such *Dog Tag* affixed on the *Dog's* collar or restraining device at all times;
- 3.5 No *Dog Tag* or *License* shall be transferable and the *Dog Tag* shall expire and become void upon the sale, death or other means of disposal or transfer of the *Dog* so registered and *Licensed*;
- 3.6 Every *License* issued by the *Township* shall expire annually on the 31st day of December in the year in respect of which it was issued;

4.0 EXCEPTIONS

- 4.1 *Assistance dogs, Police Work Dogs, Livestock Protection Dogs, Dogs* in the custody of the *Humane Society, Dogs* in the custody of a *Pound Facility* and the holder of a valid *Township Class 1 or Class 2 Kennel License* issued pursuant to the *Township Kennel By- law* are exempt from *License* fees as set out in Schedule "A" of this By-Law;

5.0 REVOCATION OF LICENSE

- 5.1 An existing *License* is immediately revoked upon the *Owner* being served a Notice to Muzzle for a *Dog* that has been declared a *Dangerous Dog or Menacing Dog*, and such new *Dangerous Dog or Menacing Dog License* shall be obtained in accordance with Section 3.3 by the *Owner* within five (5) days of service of such notice;

6.0 NUMBER OF DOGS

- 6.1 No *Owner* shall keep, or permit to be kept, more than three (3) *Dogs* over the age of ninety days on any premises at any one time;
- 6.2 Section 5.1 does not apply to the operation of a Kennel as defined in the *Township Kennel By- law* for which a valid Class 1 or Class 2 Kennel License has been issued pursuant to the Kennel By-law;

7.0 SPAYING / NEUTERING

- 7.1 An *Owner* shall not attempt to register:
 - a) an unspayed female dog as a spayed female *Dog*; or
 - b) an unneutered male dog as a neutered male *Dog*;

PART II

8.0 CONTROL OF DOGS

- 8.1 For the purposes of Part II of this By-Law an *Owner* shall also include a person who is the temporary keeper of the dog and the person who is in charge or control of any *Dog*;
- 8.2 The *Owner* shall immediately remove any excrement left by the *Dog* anywhere in the Municipality other than the property of the owner;

9.0 AT LARGE

- 9.1 No *Owner* shall allow the *Dog* to be *At Large*;

- 9.2 A *Dog* shall not be considered to be *At Large* if it is an *Assistance Dog*, a *Police Work Dog*, or *Livestock Guardian Dog*, actively engaged in the performance of its trained duty;
- 9.3 Any person may capture any *Dog* found *At Large* on their property and must immediately or as soon as practicable contact the Canine Control *Officer* or other duly appointed *Officer*, who shall impound the said dog;
- 9.4 An *Officer* may enter on any public property or on private property, with the consent of the owner or tenant of the property, for the purpose of impounding or otherwise detaining any *Dog* found *At Large* pursuant to the provisions of this By-law;

10.0 BARKING

- 10.1 No *Owner* shall allow a *Dog* to howl or bark such as to disturb the peace of the surrounding residents or otherwise become a nuisance;
- 10.2 *Livestock Guardian Dogs* are exempt from section 10.1 of this By-law if actively engaged in the performance of its trained duty;

11.0 IMPOUND PROCEDURE

- 11.1 An *Officer* may seize and impound any *Dog* found *At Large*, and may:
- a) restore possession of the *Dog* to the *Owner* where:
 - i) the *Owner* claims possession of the dog within five days, exclusive of statutory holidays or Sundays, after the date of seizure; and
 - ii) the *Officer* is satisfied that the *Dog* is *Licensed* for the current year after identification of the *Dog* by the *Owner* and payment where required is made by the *Owner* of the fee as set out in the Table of Fees attached as Schedule "A" hereto;
 - b) have the seized *Dog* humanely euthanized by a veterinarian licensed to practice in the Province of Ontario where because of injury or for other reasons, should be destroyed without delay for humane reasons or safety to persons or other animals;
- 11.2 Where a *Dog* is impounded, the *Owner*, if known, and regardless of whether or not the *Dog* is claimed from the *Pound Facility*, shall be liable for the payment of all handling fees and veterinarian fees, and shall pay those amounts to the *Township* upon demand forthwith;
- 11.3 Other than provided in Section 10.1 of this By-Law, an *Officer* shall maintain a seized and impounded *Dog* at a *Pound Facility* for five (5) days exclusive of statutory holidays or Sundays from the date of seizure. Where at the end of five days, regardless of whether or not the *Owner* is known or can be determined, an *Officer* may dispose of the *Dog* by:
- a) selling the *Dog* or putting the *Dog* up for adoption; or
 - b) releasing custody of the *Dog* to the *Humane Society*; or
 - c) having the *Dog* euthanized by a veterinarian licensed to practice in the Province of Ontario;

PART III

12.0 DANGEROUS DOGS AND MENACING DOGS

- 12.1 An *Officer* may declare a *Dog* a *Dangerous Dog*;
- a) Upon receipt of a signed declaration, such as in the form attached as Schedule "B" to this By-law, and
 - b) The *Dog* has committed acts that would satisfy the definition of a *Dangerous Dog* in this By-Law;
- 12.2 Where a *Dog* is declared a *Dangerous Dog*, A Notice to Muzzle in the form attached hereto as Schedule "C" to this By-Law shall be served on the *Owner* of the dog which shall include the following requirements on the *Owner*:
- a) The *Dog* shall be kept in control while on the *Owner's* premises, restrained within the rear or side yard, with a securely placed leash or fully enclosed pen of sufficient design and strength to contain the *Dog*,
 - b) The *Dog* shall be kept in control while off the *Owner's* premises restrained by means of a securely attached *Muzzle* and a non-retractable *Leash* and under the effective control of a person (18) eighteen years of age or older, and
 - c) The *Owner* of the dog shall display at the main entrances to the owner's *Dwelling Unit* a warning sign provided by an *Officer*, and posted in such a manner that it is clearly visible and cannot be easily removed by passersby;
- 12.3 An *Officer* may declare a *Dog* a *Menacing Dog*;
- a) Upon receipt of a signed declaration, such as in the form attached as Schedule "B" to this By-law, and
 - b) The *Dog* has committed acts that would satisfy the definition of a *Menacing Dog* in this By-Law;
- 12.4 Where a *Dog* is declared a *Menacing Dog*, A Notice to Muzzle in the form attached hereto as Schedule "C" to this By-Law shall be served on the *Owner* of the dog which may include any, all or less restrictive requirements from the requirements contained within the subsections of section 12.2 of this By-Law;
- 12.5 Every Notice to Muzzle shall include a statement advising the *Owner* of the ability to make application for a hearing before the *Appeal Committee* in accordance with the provisions of this By-Law;
- 12.6 A Notice to Muzzle shall be served personally or by registered mail sent to the *Owner's* last known address. Such notice that has been served by registered mail shall be deemed to have been received by the person to whom it is addressed on the fifth (5th) day after the day it is mailed;
- 12.7 The *Owner* shall comply with all terms and requirements made in a Notice to Muzzle;
- 12.8 Where the *Owner* of the dog is in contravention of the Notice to Muzzle, the *Owner* shall release custody of the *Dog* to an *Officer* who shall impound the *Dog* at a *Pound Facility* until hearing of any appeal, or

should the time to appeal expire be disposed of in the manner provided in section 11.3 (b) or (c) of this By- law;

- 12.9 Where a *Dog* has been declared a *Dangerous Dog* or *Menacing Dog*, such designation may be removed upon successful completion of the Canadian Kennel Club *Canine Good Neighbour Program*;

13.0 APPEAL

- 13.1 Where a *Dog* has been declared a *Dangerous Dog* and a Notice to Muzzle has been issued pursuant to the provisions of this By-law, the *Owner* of the dog may appeal the Notice to Muzzle by filing an appeal in writing with the *Clerk* of the *Township* within thirty (30) days after the Notice to Muzzle has been served;
- 13.2 The Notice to Muzzle shall remain in full force and effect until such time as it is confirmed, modified or exempted by the *Appeal Committee*;
- 13.3 Upon receipt of an appeal pursuant to the provisions of this By-law, the *Clerk* shall schedule the appropriate hearing before the *Appeal Committee* and shall give the *Owner* at least seven (7) days notice of the hearing;
- 13.4 Prior to the hearing, the *Owner* of the dog shall pay any outstanding fines imposed for the contravention of any provision of this By-law;
- 13.5 An application by the *Owner* for a hearing under this By-law does not act as a stay of any requirement imposed by an *Officer*;
- 13.6 The *Appeal Committee* may, after having heard all of the evidence and submissions made to it, resolve into In Camera to debate the matter and to reach its decision;
- 13.7 The decision made by the Appeal Committee sitting In Camera shall be confirmed in open Council by Resolution;
- 13.8 The decision of the *Appeal Committee* may be subject to such terms as the *Appeal Committee* shall impose and shall be final and binding;

PART IV

14.0 RECOVERY OF EXPENSES

- 14.1 The *Township* shall have the right to recover from the *Owner* of the dog all costs incurred in applying and enforcing this By-law to the *Owner* and shall include an administration fee;
- 14.2 The provisions of this By-law shall be enforceable pursuant to the Municipal Act, S.O. 2001, Chapter 25, as amended;

15.0 ENFORCEMENT

- 15.1 An *Officer* shall enforce the provisions of this By-law;
- 15.2 Each day of contravention shall be a separate offence;
- 15.3 Every person who contravenes the provisions of any section of this By-law and every Director or Officer of a Corporation who concurs in the contravention by the Corporation is guilty of an offence and liable upon conviction to a fine not exceeding \$5,000;

16.0 REPEAL

16.1 **THAT** By-law 05-09 shall be repealed;

17.0 SEVERABILITY

17.1 Should any section of this By-law be declared by a Court of competent jurisdiction as ultra vires or illegal for any reason, the remaining parts shall nevertheless remain valid and binding and shall be read as if the offending section or part had been struck out;

17.2 Should the provisions of this By-law be found to conflict with the provisions of any other By-law of the Township the provisions of this By-law shall prevail;

18.0 FORCE AND EFFECT

18.1 **THAT** this By-law shall come into force and effect on the final passing thereof;

19.0 **THAT**, notwithstanding anything contrary to the rules of procedure, this by-law be introduced and read a first and second time and be considered read a third time and finally passed this 6th day of September, 2011.

MAYOR TOM WALSH

*Office
Consolidatio
n*

BARBARA KANE

CLERK

Excerpt from
Fees and Charges By-law No. 16-36

Schedule "E"
To
By-law No. 16 - 36

**BY-LAW AND ENFORCEMENT
FEES AND CHARGES**

	FEE
Sign Permit	
Up to 32 sq. ft.	100.00
Up to 64 sq. ft.	175.00
Over 64 sq. ft., plus applicable building permit fee	250.00
Sign Non-Compliance	
Monthly fee for signs that require a permit and that are erected without the issuance of a permit, charged until compliance is met.	
Up to 32 sq. ft.	500.00
Up to 64 sq. ft.	750.00
Over 64 sq. ft.	1,500.00
Dog Licensing	
<u>Annual Fee for Licensing Dogs</u>	
Neutered/spayed prior to and including March 31 st	22.00
Intact prior to and including March 31 st	35.00
Neutered/spayed as of April 1 st	40.00
Intact as of April 1 st	50.00
Replacement dog tag	0.50
<u>Annual Fee for Licensing Dangerous Dogs</u>	
Neutered/spayed on or before March 31 st	150.00
Intact on or before March 31 st	250.00
<u>Handling Fee</u>	
Seized impound charge - per day	25.00
1st time dog is seized	25.00
2nd time dog is seized	50.00
3rd and any subsequent occurrence	100.00
Euthanasia	Vet Charge
Kennel License	
Application Fee	100.00
Annual Renewal	75.00
Swimming Pool Fencing Permit	
Fence for Swimming Pool	100.00

Scheduled "E"
To
By-law No. 16 – 36

**BY-LAW AND ENFORCEMENT
FEES AND CHARGES**

	FEE
Source Water Protection	
Each property on municipal water will be issued a flat fee for septic system inspections which will be added to the third quarter water billing.	15.00
Review and Approve the Risk Management Plan Submitted by Resident, per hour	100.00
Develop Risk Management Plan, per hour	100.00
Enforcement of Risk Management Plan, per hour plus all legal and other costs	100.00
Inspection of Septic Systems not billed within the Municipal Water Systems	100.00
Inspection for Compliance with Risk Management Plan or to investigate a potential threat, per hour	100.00