

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-100

Being a Bylaw of the Township of North Dundas to regulate the keeping and licensing of dogs.

WHEREAS the Municipal Act, S.O. 2001, Chapter 25, Section 11(3)9, assigns the sphere of jurisdiction of Animals to lower-tier municipalities;

AND WHEREAS the Municipal Act, S.O. 2001, Chapter 25, Section 8(3), provides that a bylaw under Sections 10 and 11 respecting a matter may:

- a) Regulate or prohibit respecting the matter;
- b) Require persons to do things respecting the matter; and
- c) Provide for system of licenses respecting the matter;

AND WHEREAS the Animals for Research Act, R.S.O., 1990, Section 20, provides for rules and regulations that must be followed for the keeping of dogs in a municipal pound;

AND WHEREAS the Health Protection and Promotion Act, R.S.O., 1990, Chapter H. 7, Section 19, provides for the isolation of animals suspected of being carriers of rabies, at municipal expense;

AND WHEREAS the Dog Owners Liability Act R.S.O., 1990 Chapter D. 16, provides for rules and regulations that must be followed for the keeping of dogs;

AND WHEREAS it is considered desirable to pass a bylaw relating to dog control within the Township of North Dundas;

NOW THEREFORE the Council of The Corporation of the Township of North Dundas enacts as follows:

1.0 SHORT TITLE

- 1.1 That this bylaw shall be known as the "Dog Control Bylaw".

2.0 DEFINITIONS

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

"At Large" means a dog found in a place other than a property owned or occupied by its owner and not under control of any competent person and not leashed in accordance with the provisions of this bylaw.

"Attack" means:

- ii) A menacing behavior or apparent attitude of attack including but not limited to growling and snarling toward a person or a domestic animal;
- iii) an assault resulting in bleeding, bone breakage, sprains, scratches or bruising; or,
- iv) aggressive behavior resulting in physical contact and damage to clothing worn by the person or domestic animal; or
- v) behavior that poses a menace to the safety of persons or domestic animals;

“Attacked” or **“Attacking”** have a corresponding meaning.

“Biennial” means taking place every other year.

"Bite" means wound to the skin causing it to bruise, puncture or break.

“Clerk” shall mean the Clerk of the Corporation of the Township of North Dundas or that person appointed to act in his capacity.

"Corporation" means the Corporation of the Township of North Dundas.

“Council” means the Council of the Township of North Dundas.

“Director” means the person occupying the position of the Director of Development Services for the Municipality or designate.

“Dog” means a canine of any breed of domesticated dog, or cross breed domesticated dog; female or male.

“Dog Control Tribunal” means the person(s) appointed by Council holding the position of chair for the purpose of dog control tribunal hearings.

“Dwelling Unit” shall mean a residential unit located in a building or structure, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

"Fenced Yard" means a yard which is completely enclosed by a fence constructed in accordance with the specifications set out in Schedule “B” to this Bylaw provided the walls of a continuously occupied building are considered as portions of the required fence, provided that all doors in such walls are equipped with locks and that all doors providing access to the fenced yard are locked when a vicious dog or dog included in Schedule “B” to this Bylaw is inside the fenced yard.

“Gate” means a swinging or sliding barrier used to fill or close an access and includes a door.

“Identification Tag” means a tag with the owner’s name and phone number that is affixed to the dog.

"Keep" means to have temporary or permanent control or possession of an animal, and the words "kept" or "keeping" have a similar meaning.

“Kennel” means any premises where more than four (4) dogs are lodged, treated, kept, boarded or raised.

“Leash” means a strap, cord, or other material used for restraining and guiding a dog.

"License" shall mean a license issued under this bylaw.

"Medical Officer of Health" means the Medical Officer of Health for Eastern Ontario or authorized assistants or persons acting under his or her authority.

"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, which is stored in a central data base.

"Municipality" means either the Corporation of the Township of North Dundas or the Township of North Dundas.

"Municipal Law Enforcement Officer" means a person appointed by Council as a Municipal Law Enforcement Officer or Animal Control Officer to enforce the provisions of the bylaw.

"Muzzle" means a humane fastening or covering device of adequate strength placed over the mouth of an animal to prevent it from biting and the words "muzzled" and "muzzling" have corresponding meanings.

"Owner" means any person who possesses or harbors a dog, and where the owner is a minor, the person responsible for the custody of the minor, and includes a person who is temporarily the keeper or in control of the animal and the word "owns" has a similar meaning.

"Park and Recreation Area" means any parcel of land owned, rented or maintained by the Corporation of the Township of North Dundas, the South Nation Conservation Authority and any land designated and used as a playground, sports center, foot path, pathway, splash pad or for any type of active or passive public recreation.

"Person" includes any physical or corporate entity, partnership or any association and the heirs, executors, administrators, successors and assigns or other legal representative thereof to whom the context may apply.

"Pet Store" means a place of business where live dogs are sold or kept for sale as pets.

"Persistent" means what is continuously heard for a period of ten minutes or more, or intermittently heard over a period of one hour or more.

"Pound" means the premises of the Township of North Dundas, which is used for the temporary housing and care of animals that have been impounded pursuant to this bylaw or Provincial Act.

"Pound Operator" means any of the Municipal Law Enforcement Officers or Animal Control for the Municipality.

"Premises" means a building or part of a building or a place.

"Premises of the Owner" includes premises where a dog is habitually harbored or fed.

"Property" means a parcel of land and any buildings or structures on the land.

"Protective Care" means the temporary, time-limited keeping of a dog by the Township of North Dundas as a result of an eviction, incarceration or fire or medical emergency.

"Redemption Period" means the period of time within which the owner of a dog which has been impounded pursuant to this bylaw has the right to redeem it.

"Residential Zone" means those areas designated as residential in the Zoning By-law of the Corporation.

"Running at Large" shall mean found in any place other than the property of the owner of the dog or on the property of a person who has consented to it being on their land and not under the control of any competent person and not leashed in accordance with the provisions of this bylaw.

"Rural Area" means all properties within the Corporation which are not designated urban.

"Service Animal" means an animal trained by a recognized school for service as a guide dog for the blind or visually impaired, a guide dog for the deaf or hearing- impaired, or a special skills dog for other persons with a disability and includes an animal used in therapy, registered with a recognized organization for that purpose.

"Splash Pad" means a splash pad, used for children play, whether or not there is water and includes concrete or asphalt decking.

"Sterilized" in respect to a dog means being either spayed or neutered.

"Tether" means a rope or chain or similar restraining device that prevents a dog from moving away from a localized area and the words "tethered" and "tethering" have a similar meaning.

"Township" means all lands contained within the geographical boundaries of the Corporation.

"Trespass" means, in the case of a dog, to enter or remain on a privately-owned property other than a property owned or occupied by its owner without the express permission of the owner or occupant of that property, and "trespassing" has a corresponding meaning.

"Under control of its Owner" means in the case of a dog, being kept on a leash or lead not exceeding 2.4 meters or being physically restrained by some other effective method by its owner or by another competent person acting on the owner's behalf.

"Urban Settlement Area" means and includes the former villages of Winchester, Chesterville, Morewood, South Mountain, Mountain, Hallville, Ormond, Harmony, Marionville, Winchester Springs, and Inkerman delimited as per the United Counties official plan as amended.

"Vicious Dog" means:

- i) any dog with a known propensity, tendency, or disposition to attack without provocation of a person or a domestic animal or;
- ii) any dog which has bitten another domesticated animal or person without provocation or;

"Wading Pool" means a wading pool, used for children play, whether or not there is water and includes the concrete or asphalt decking.

"Working Dog" means a dog that is trained specifically to assist police and other law enforcement personnel in their work.

"Without Provocation" means in the absence of teasing, tormenting, abusing or assaulting actions upon the dog, or its owner, either in the past or the present, by the person or domestic animal, who sustained the bite or attack.

3.0 INTERPRETATION

- 3.1 This bylaw includes the Schedules annexed hereto and the Schedules are hereby declared to form part of this bylaw.
- 3.2 Where a situation arises, that is not covered by a specific regulation or where two or more regulations are equally applicable, all provisions shall be complied with or, where it is not possible to comply with all the provisions applicable, the most restrictive provisions shall prevail.

4.0 RESPONSIBILITY TO CARE FOR DOGS

- 4.1 Every person who keeps a dog within the Township shall ensure that such dog is provided with:
 - 4.1.1 A clean and sanitary environment free from an accumulation of fecal matter;
 - 4.1.2 Adequate and appropriate care, food, water, shelter, veterinary care and opportunity for physical activity, as may be required to meet the needs of the dog;
 - 4.1.3 A shelter that is adequate and appropriate for its size and breed, is waterproof and protects it from exposure to the elements;

5.0 TETHER

- 5.1 No person shall keep a dog tethered on a rope, chain or similar restraining device unless:
 - 5.1.1 The tether is a minimum 3 meters in length provided that it does not allow the dog to go beyond the limits of the person's property and;
 - 5.1.2 The dog has unrestricted movement within the range of such Tether and;
 - 5.1.3 The dog has access to water, food and shelter while tethered and;
 - 5.1.4 The dog cannot injure itself as a result of the tethering;
- 5.2 Despite subsection 5.1, no person shall keep a dog Tethered where a choke collar, choke chain or a pronged collar forms part of the Tether.

6.0 PROTECTIVE CARE

- 6.1 The Director is authorized to:
 - 6.1.1 Receive dog(s) pursuant to an eviction, incarceration, fire or medical emergency, or for any other situation that the Director deems appropriate,
 - 6.1.2 Temporarily keep such dog(s) for a maximum of five (5) days;
 - 6.1.3 Charge the owner the current release fees in accordance with Schedule "A" as amended from time to time and all costs for required veterinary medical care, when the animals are redeemed and;

6.1.4 At the end of the five (5) day protective period, unless other arrangements are agreed to between the owner and the Township, treat such dogs as day-one impounded dog(s) as defined in Section 9.7.

7.0 REGISTRATION

7.1 Every owner of a dog shall:

7.1.1 keep an identification tag, securely affixed on the collar or harness on the dog at all times or have the dog microchipped. The tag may be removed while a dog is being lawfully used for hunting, herding or other similar activity

7.2 The owner of a kennel of dogs shall pay to the Municipality the biannual fee set out in Schedule "A" of this Bylaw as amended from time to time as a license fee for the kennel.

7.3 Subject to Section 7.2 of this Bylaw, every person operating a kennel for lodging shall biennially and not later than March 31st in each even numbered year obtain a license from the Municipality to operate a lodging kennel and shall pay the license fee set out in Schedule "A" of this Bylaw.

7.4 No person shall keep or allow to be kept in the Rural Area of the Municipality more than four (4) dogs but not applicable to dogs less than 6 months old.

7.5 No person, being the owner or occupant of a dwelling area of the unit within any of the urban areas of the Township shall keep or allow to be kept any dogs to a greater number than three (3), but not applicable to dogs of less than 6 months old.

8.0 RUNNING AT LARGE

8.1 No owner of a dog shall permit the dog to run at large in the Township.

8.2 For the purposes of this bylaw, a dog shall be deemed to be running at large if it is found not under control of the owner unless the dog is on the lands of its owner or a person who has consented to it being on their land.

8.3 Every owner of a dog shall ensure that the dog is kept on a leash having a length of not more than 2.4 meters (8 feet) and under the direct physical control of a person when the dog is on any land in the Township unless:

8.3.1 The land is the premises of the owner of the dog;

8.3.2 The land is owned by a person who has given prior consent to the dog being off the leash.

8.4 The land is parkland that is:

8.4.1 Owned by the Township, and designated as an off-leash dog park;

8.4.2 Not designated by a sign as an area where dogs are prohibited; every owner of a dog shall ensure that the dog is kept on a leash and under the control of a person when the dog is in the area designated by a sign.

8.5 No owner of a dog shall control a dog by means of a leash that:

- 8.5.1 Is not affixed to the person;
- 8.5.2 Is not securely affixed to some immovable structure from which the dog cannot escape;
- 8.5.3 Is an electronic device only.
- 8.6 Sections 7.0, 8.0 and 9.0 for the purposes of this bylaw, a dog shall be deemed to be Running at Large if it is found not under control of the Owner unless the dog is on the lands of its Owner or a person who has consented to it being on their land.
- 8.7 Sections 7.0 and 8.0 inclusive shall not apply to police working dogs and service dogs during the course of fulfilling their duties.

9.0 IMPOUNDMENT

- 9.1 A Municipal Law Enforcement Officer or Animal Control Officer may seize any dog that is found Running at Large in the Township and may cause such dog to be delivered to the Pound.
- 9.2 A Municipal Law Enforcement Officer, or any person or agency acting under their authority, may use necessary force to stop a dog that is Running at Large if:
 - 9.2.1 They reasonably believe the dog is likely to cause imminent harm to any person or animal or;
 - 9.2.2 The dog is injured or should be destroyed without delay for humane reasons, and no damages or compensation shall be recovered on account of such disposition.
- 9.3 Any Person may seize any dog that is found Trespassing or Running at Large in the Township and shall surrender such dog to the Township Bylaw Services division or Animal Control Officer.
- 9.4 A dog seized pursuant to Section 8.0 and 9.0 shall be considered impounded at the time and place when it comes under the control of the Municipal Law Enforcement Officer or Animal Control Officer.
- 9.5 Any dog seized pursuant to Section 9.0 shall be taken to the Pound of the Township or other place as may be designated as Municipal Pound to be held in accordance with the rules and regulations of the Pound Keepers Act.
- 9.6 The operator of the Pound to which any dog seized or found pursuant to this bylaw has been delivered shall:
 - 9.6.1 Impound such dog; and
 - 9.6.2 Make reasonable efforts to determine the identity of the owner of such dog and to inform such person that the dog has been impounded.
- 9.7 The operator of the Pound shall keep any impounded dog for a redemption period of three (3) days, excluding:
 - 9.7.1 The day on which the dog is impounded;

- 9.7.2 Statutory holidays and;
- 9.7.3 Days on which the Pound is not open.
- 9.8 During the redemption period, the operator of the Pound shall:
 - 9.8.1 Provide such veterinary care for an injured or ill impounded dog as may be necessary to sustain its life and;
 - 9.8.2 Be entitled to recover from the owner, the cost of veterinary care provided while the dog was impounded, in addition to any other fees due to the Township for redemption of the dog.
- 9.9 During the redemption period, the operator of the Pound may euthanize an impounded seriously injured or ill dog without delay, when in the opinion of the operator of the Pound and/or veterinarian, such actions are warranted for humane reasons.
- 9.10 During the redemption period, the owner of a dog impounded pursuant to this Bylaw may obtain release of such dog provided that the Owner:
 - 9.10.1 Pays the redemption fee, as set out in Schedule "A", as amended;
- 9.12 After the expiration of the redemption period, the operator of the Pound, where a dog has been impounded pursuant to this bylaw, may:
 - 9.12.1 Release the dog to its owner upon compliance with the requirements for release, prescribed in Section 9.11 or;
 - 9.12.2 Keep, adopt, sell or dispose of the dog, subject to the provisions of the Animals for Research Act, R.S.O. 1990, Chapter A. 22, as amended.
- 9.13 Whenever a dog impounded pursuant to this bylaw is released to its owner pursuant to Section 9.7 or 9.8, a record of such release shall be kept by the operator of the Pound.

10.0 DOG BITES

- 10.1 No owner of a dog shall permit their dog to bite or attack without provocation, a person, a domestic animal, domestic bird or livestock.
- 10.2 Where a Municipal Law Enforcement Officer has determined that a dog is vicious, the Officer shall service notice upon the owner of the vicious dog, requiring the owner to comply with any or all of the requirements set out in Sections 10.3, 10.4 or 10.5.
- 10.3 Every owner of a vicious dog shall at all times when the vicious dog is not in the owner's dwelling unit but otherwise within the boundaries of the owner's land, ensure that:
 - 10.3.1 The vicious dog is muzzled so as to prevent it from biting a person or domestic animal and;
 - 10.3.2 The vicious dog is securely leashed to the owner of the dog by means of a leash or chain not exceeding 2.4 meters (8 feet) in length;
 - 10.3.3 The vicious dog is contained within an enclosed area, including a fence of an appropriate height for the breed of that dog, or in a

manner such that the vicious dog is unable to come into contact with persons or other animals. Gates in such an enclosure shall be locked at all times when the dog is in the enclosure.

10.4 Every owner of a vicious dog shall at all times when the vicious dog is not within the boundaries of the owner's lands:

10.4.1 Keep the vicious dog under the effective control of a person sixteen (16) years of age or older and under leash, such leash shall not exceed two (2) meters (6.5 feet) in length and;

10.4.2 Keep the vicious dog muzzled.

10.5 Every owner of a vicious dog shall notify a Municipal Law Enforcement Officer within two (2) working days of any change in ownership or residence of the vicious dog and provide the Officer with the new address and telephone number of the owner.

11.0 APPEALS

11.1 Where the owner of a vicious dog is informed that they must comply with Sections 10.3 and 10.4, the owner may apply to a hearing by the Dog Control Tribunal who may exempt the owner from the muzzling, leashing or containment requirements.

11.2 Where the owner of a vicious dog requests in writing to the Director, a hearing by the Dog Control Tribunal, the request must be provided:

11.2.1 Within fourteen (14) days of receiving the notice to comply; or

11.2.2 At any time after the Dog Control Tribunal has confirmed the muzzling or keeping requirement, or both, if the circumstances respecting the vicious dog have changed, the Director shall advise the Chair of the Dog Control Tribunal of the request for a hearing and obtain a hearing date.

11.3 At any time after the Dog Control Tribunal has confirmed the muzzling or keeping requirement, or both, if the circumstances respecting the vicious dog have changed, the Director shall advise the Chair of the Dog Control Tribunal of the request for a hearing and obtain a hearing date.

11.4 Upon determination of the hearing date, the Director shall give notice in writing to the owner of the vicious dog, said notice to include a statement:

11.4.1 As to the time, date, place and purpose of the hearing; and

11.4.2 That if the owner of a vicious dog does not attend the hearing, the Tribunal may proceed in their absence, and they will not be entitled to any further notice;

11.4.3 In the time between the order and the hearing the requirements of the order shall remain in place until such time the Dog Control Tribunal makes its ruling.

11.6 The Dog Control Tribunal shall hold the hearing pursuant the provisions of the Statutory Powers Procedures Act, R.S.O. 1990, Chapter S. 22, as amended at the time, date and place set out in the notice to comply.

11.7 The Township shall be represented at the hearing by either the Director or Township Solicitor, or the assistant who is entitled to adduce evidence and submit arguments.

- 11.8 The owner of the vicious dog may, at the hearing:
- 11.8.1 Be represented by counsel or an agent;
 - 11.8.2 Call and examine witnesses and present their arguments and submissions and;
 - 11.8.3 Conduct cross-examination of witnesses reasonably required for a full and fair disclosure.
- 11.9 The Dog Control Tribunal may:
- 11.9.1 Exempt the owner of the vicious dog from the muzzling or keeping requirements, or both, or;
 - 11.9.2 Confirm the muzzling or keeping requirement, or both, or;
 - 11.9.3 Vary the muzzling and/or keeping requirements.
- 11.10 The Dog Control Tribunal shall give its decision in writing to the Director within seven (7) days of the date of the completion of the hearing.
- 11.11 The Director, in receipt of the decision referred to in Section 11.10, shall forthwith notify the owner of the vicious dog of the decision by serving a copy personally, by verified email or registered mail to:
- 11.11.1 The owner of the vicious dog at the address last known by the Director, or;
 - 11.11.2 The counsel or agent of the owner of the vicious dog, if any, at their address as stated to the Dog Control Tribunal.
- 11.12 All Hearings shall be public hearings unless the owner of a vicious dog requests that the hearing be held in camera.
- 11.13 The Dog Control Tribunal's decision shall be final and binding.
- 11.14 A request from the owner of a dog for a hearing under this section does not act as a stay of the muzzling requirements.
- 11.15 Section 10.0 inclusive shall not apply to police working dogs during the course of fulfilling their duties.

12.0 STOOP AND SCOOP

- 12.1 Every owner of a dog shall immediately remove any feces left by the dog in the Township in the following areas:
- 12.1.1 On a roadway or sidewalk;
 - 12.1.2 In a public park, recreation area, or conservation area;
 - 12.1.3 On any public property, or;
 - 12.1.4 On any private property other than the property of:
 - 12.1.4.1 The owner of the dog, or;

12.1.4.2 The person having care, custody or control of the dog.

- 12.2 Every owner of a dog shall dispose of any feces removed pursuant to Section 12.1 on their premises.
- 12.3 Every owner of a dog shall remove from their property, in a timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.
- 12.4 Section 12.1 does not apply to a handler of a working dog, while engaged in a work activity or to a service animal where the handler is unable to remove the excrement left by such dog due to a physical disability or impediment.
- 12.5 Section 12.1 does not apply to a blind or visually impaired handler of a service animal/working dog if the feces were left while the dog was off the premises of the handler and during the course of fulfilling its duties.

13.0 DOGS IN PARKS

- 13.1 No owner of a dog shall have a dog in a park or recreation area that is designated by a sign as an area where dogs are prohibited.
- 13.2 No owner of a dog shall have a dog in a park or recreation area, or any part thereof, where the dog is within five (5) meters of:
 - 13.2.1 A play structure;
 - 13.2.2 A pool or wading pool;
 - 13.2.3 A splash pad, or;
 - 13.2.4 A pool enclosure area.
- 13.3 Despite Section 13.2, an owner of a dog may have a dog that is kept on a leash on an asphalt path on part of a park or recreation area that is within five (5) meters of a play structure, a wading pool, or a splash pad provided that the park or recreation area is not designated by a sign as an area where dogs are prohibited and the owner moves along the asphalt path without stopping.
- 13.4 The owner of a dog shall keep a dog on a leash while in a park or recreation area, or any part thereof, unless such park or recreation area is designated such that dogs may be kept off-leash, providing that the person in control of such dog shall keep such dog in sight and under voice control at all times, and shall promptly leash such dog when confrontations with humans or other animals may potentially develop.
- 13.5 Section 11.6 to 12.2 inclusive shall not apply to a service animal/working dog when accompanied by its handler.

14.0 NUMBER OF DOGS RESTRICTED

- 14.1 No person shall keep, in or about a dwelling unit within the boundaries of the Urban Settlement Areas, more than three (3) dogs over twenty (20) weeks of age unless such premises are:
 - 14.1.1 Registered with the Township as premises where dogs are receiving temporary foster care, or;
 - 14.1.2 An accredited veterinary facility under the supervision of a

veterinarian licensed pursuant to the Veterinarians Act, R.S.O. 1990, Chapter V.3, as amended.

14.2 No person shall keep, in Rural Settlement Areas of the Township, more than four (4) dogs over twenty (20) weeks of age, unless said premises are:

14.2.1 Licensed by the Township as a boarding kennel, in-home breeding kennel, or recreational kennel;

14.2.2 Registered with the Township as premises where dogs are receiving temporary foster care, or;

14.2.3 An accredited veterinary facility under the supervision of a veterinarian licensed pursuant to the Veterinarians Act, R.S.O. 1990, Chapter V.3, as amended.

15.0 DOGS BARKING

15.1 No person shall permit a dog to bark in a persistent manner so as to disturb the peace or quiet of any residence or any person in the vicinity.

16.0 RABIES IMMUNIZATION

16.1 Every owner of a dog three (3) months of age or over shall ensure that the dog is duly immunized against rabies and that the immunization is current.

17.0 RABIES SUSPECTED

17.1 Every owner of a dog in the Township which is suspected of having been exposed to rabies, or which has bitten, scratched or had other contact which may result in rabies in a person shall, at the discretion of the Medical Officer of Health, an animal may be held in quarantine on the premises of the owner, or at the owner's expense in a veterinary hospital or licensed kennel of the owner's choice.

18.0 SEVERABILITY

18.1 Should any provision, or any part of a provision, of this Bylaw be declared invalid, or to be of no force and effect by a court of competent jurisdiction, it is the intent of Council that such a provision, or part of a provision, shall be severed from this Bylaw, and every other provision of this Bylaw shall be applied and enforced in accordance with its terms to the extent possible according to law.

19.0 OFFENCES AND PENALTIES

19.1 Any person who contravenes or causes or permits any contraventions of any of the provisions of this bylaw is guilty of an offence and upon conviction, is liable to a fine as provided for in the Provincial Offences Act or any successor including the Administrative Monetary Penalty System Bylaw as amended.

20.0 MINOR CORRECTIONS

20.1 The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.

21.0 REPEAL

21.1 That Bylaw No. 38-2000, 2016-08, 2019-59, and 2020-05 are hereby repealed upon date of passing.

READ and passed in Open Council, signed and sealed this 11th day of December, 2023.

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-100

SCHEDULE "A"

FEES

- | | | |
|-----|--------------------------------|-----------------|
| a. | Bi-annual Kennel Licence | \$200.00 |
| b. | Release fee for impounded Dogs | |
| i. | First Offence | \$40.00/per day |
| ii. | Second Offence | \$60.00/per day |

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-100

SCHEDULE "B"

FENCE

- a. Fences shall be 1.8 meters (6 feet) in height and installed such that no gap greater than 150mm (4 inches) exists between the underside of the fence and the finished grade. Fences shall be of a design that will reasonably deter children from climbing it to gain access to the fenced-in area and that will prevent a vicious dog or a dog included in Schedule "B" to this Bylaw from digging its way out of or otherwise escaping from the enclosed yard. If a fence contains an opening for access, the opening shall be closed with a gate which shall provide protection equivalent to the fence and shall be equipped with self-closing, self-latching devices, and locks located at the top of and inside the gates.
- b. A fence shall:
 - a. If of chain-link construction:
 - i. Be of not greater than 50 mm (2 inches) diamond mesh;
 - ii. Be constructed of galvanized steel wire not less than 3.6mm diameter (No. 11 gauge) steel wire covered with a vinyl coating forming a total thickness equivalent to 3.6mm diameter (No. 9 gauge);
 - iii. Be supported by at least 38mm (1.5 inches) diameter steel posts installed in accordance with good fencing techniques. Such posts shall be spaced not more than 3m (10 feet) apart. Top horizontal rails shall be a 12mm (.5 inch) diameter galvanized tension rail or a 32mm (1.25 inches) diameter galvanized rail.
 - b. If of wood construction:
 - i. Be of alternating vertical boards attached to supporting horizontal members. Such vertical boards shall have a minimum dimension of 19 x 88mm (1 x 4 inches normal) and spaced at a maximum of 100mm (4 inches);
 - ii. Supporting horizontal members shall have a minimum dimension of 38 x 89mm (2 x 4 inches normal) and shall be spaced a minimum of 1.4m (4 feet 6 inches) apart;
 - iii. Horizontal members shall be supported by posts spaced not more than 2.4m (8 feet) on center. Such posts shall be 88mm (4 inches nominal) square or in diameter and securely placed to a minimum of 0.6m (2 feet) below grade. That portion below grade shall be treated with a wood preservative or the post shall be of pressure treated wood.
 - iv. If the fence design is other than specified in (a) or (b) wither in material or otherwise, such fence shall require approval by the Municipal Law Enforcement Officer.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-100

SCHEDULE "C"

Item	Column 1 Short Form Wording	Column 2 Provision creating or defining offence	Column 3 Set Fines
2.	Failure to keep identification tag affixed or dog microchipped	7.1.1	75.00
4.	Failing to obtain license to operate kennel	7.2	250.00
6.	Keeping/allowing to be kept more than three dogs in urban area	7.4	100.00
7.	Allowing dog to run at large	8.1	100.00
8.	Permitting/allowing dog to trespass on private property	8.3	100.00
9.	Operating kennel containing a vicious dog or dog included in Schedule "B"	24 (a)	250.00
10.	Permitting a dog to bite or attack another dog	10.1	350.00
11.	Failing to remove and dispose of dog excrement	12.1	100.00
12.	Allow dog to disturb the peace	15.1	100.00

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-100

SCHEDULE “D”

APPLICATION FOR KENNEL LICENSE

Please complete the following form and return it to the Township of North Dundas municipal building at 636 St. Lawrence Street, P.O. Box 489, Winchester, Ontario K0C 2K0 for your kennel license.

For dog control issues contact Kevin Casselman at (613) 913-1476
Toll free: 1-800-861-3338

COMPLETE AND RETURN THIS PORTION WITH YOUR CHEQUE

KENNEL OWNER _____

PROPERTY OWNER _____

ADDRESS _____

EMAIL _____

TELEPHONE: HOME _____ WORK _____

Kennel License Fee \$ 200.00 ()

AMOUNT ENCLOSED \$ _____

OWNER SIGNATURE _____ DATE _____

Personal information on this form is collected pursuant to Section 210, Chapter 1045 of the Municipal Act and the Township of North Dundas Bylaw 2023-100, being the Bylaw Respecting the Control and Licensing of Dogs. The personal information collected will be used to administer the licensing program, and to contact you in the event of problems regarding your pets. If you have any questions regarding this collection, please contact the By-law Services Division at 613-774-2105.