

BY-LAW NO. 09-06OF THE CORPORATION OF THE TOWN OF AYLMER

Being a By-Law to provide for the registering,
licensing, restricting and prohibiting the running
at large of animals and dogs within the Town of Aylmer

THE COUNCIL OF THE CORPORATION OF THE TOWN OF AYLMER ENACTS AS
FOLLOWS:

1. In this By-Law:

- (a) "Animal" includes birds and reptiles, but does not include dogs.
- (b) "Aviary" shall mean a building, structure or other such device used to confine for the purpose of breeding, keeping and raising of any bird species, for either personal or commercial purposes.
- (c) "Companion Bird(s)" means any bird which is kept for the personal enjoyment and companionship by its owner and not intended for breeding purposes, and shall include but is not limited to Canaries, Cockatoos, Lories, African Grey's, Budgies, Parakeets and Love Birds.
- (d) "Dog" means male or female dog of any age.
- (e) "Dangerous dog" means
 - (i) a dog that, in the absence of any mitigating factor, has attacked, bitten, or caused injury to a person or has demonstrated a propensity tendency or disposition to do so;
 - (ii) a dog that, in the absence of any mitigating factor, has significantly injured a domestic animal; or
 - (iii) a dog previously designated as a potentially dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.
- (f) "Potentially Dangerous Dog" means:
 - (i) a dog that, in the absence of any mitigating factor, chases or approaches any person or domestic animal anywhere other than on the property of its owner, in a menacing fashion or apparent attitude of attack, including, but not limited to behavior such as growling or snarling; or
 - (ii) a dog that has been impounded by the Poundkeeper or for whom the owner has been convicted on a total of three occasions within a twelve (12) month period for such dog being at large in the municipality.
- (g) "Domestic Fowl" means and includes chicken, geese, ducks, turkeys and other such poultry, and the living young of any of them, and also includes game birds as defined in the *Fish and Wildlife Conservation Act, 1997*, as amended

- (h) “Kennel” means any lot, building or structure, on or within which four or more domesticated animals are housed, groomed, bred, boarded, trained or sold and which may offer provisions for minor medical treatment.
- (i) “Livestock” means and includes cattle, swine, sheep and goats.
- (j) “Municipal Law Enforcement Officer” means a person appointed by the Council of the Town of Aylmer to enforce the provisions of this By-Law.
- (k) “Mitigating Factor” means a circumstance which excuses aggressive behavior of a dog and, without limiting the generality of the foregoing, may include circumstances where:
 - (i) the dog was, at the time of the aggressive behavior, acting in defense to an attack from a person or domestic animal;
 - (ii) the dog was, at the time of the aggressive behavior, acting in defense of its young or to a person or domestic animal trespassing on the property of its owner; or
 - (iii) the dog was, at the time of the aggressive behavior, being teased, provoked, or tormented.
- (l) “Muzzle” means a humane fastening or covering device of adequate strength placed over a dog’s mouth to prevent it from biting.
- (m) “Owner” of an animal and/or dog, domestic fowl or livestock includes any person who possesses or harbors an animal or dog, domestic fowl or livestock; and “owns” and “owned” have a corresponding meaning.
- (n) “Poundkeeper” means any Municipal Law Enforcement Officer or other person designated from time to time by the Council of the Town of Aylmer to act as a Keeper of the Town Pound, or who provides contract services for a Pound
- (o) “Purebred” means Registered or eligible for registration in the Register of the Canadian Kennel Club, Incorporated.

GENERAL

1. The running at large of dogs is prohibited within the Town of Aylmer
2. No owner of a dog shall suffer or permit such dog to run at large within the Town of Aylmer. For the purpose of this By-Law, a dog shall be deemed to be running at large when it is found not under the control of a person and not under leash to or within three (3) metres (10 feet) of that person, or leashed to a structure, unless the dog is on the lands of its owner or a person who has consented to it being on his/her lands while it is unleashed.
3. No leash shall exceed 3 meters (10 feet) in length.
4. Every leash used or carried for the use of restraining any dog shall be substantially constructed or composed of strong material and shall be capable, at all times, of securely restraining such dog.
5. Every owner of a dog shall carry on his/her person a leash for his/her dog, unless the dog is on his/her lands or on the lands of a person who has consented to it being on his/her lands while it is unleashed.

6. Every owner of an animal or dog shall forthwith remove and dispose of any excrement left by his/her animal or dog on any property in the Town of Aylmer other than his/her own property
7. No owner shall permit his/her dog to attack any domestic animal, domestic bird, or to fight with another dog.
8. No owner of an animal or dog shall permit it to trespass on any private property.
9. No land, building or structure in the Town of Aylmer shall be used for the keeping of bees, or for the raising or keeping of a horse, cow, donkey, mule, pig, goat, sheep, goose, turkey, chicken, duck, snake, reptile, cougar, fox, wolf, skunk, raccoon, or any wild animal or some or all of them, or for the keeping and breeding of any bird for personal or commercial purposes and shall include an Aviary as defined in other parts of this By-Law.
10. No person shall keep or permit to be kept any domestic fowl or livestock within the Town of Aylmer except upon lands and premises where the keeping of same is a permitted use, in accordance with Section 34 of the *Planning Act*, c. P.12., as amended, or a predecessor thereof.
11. No land, building or structure in the Town of Aylmer shall be used for the keeping of more than three dogs, three cats or three of any other permitted animal, except in an animal clinic or retail store selling cats or dogs, or a legally licensed and registered Kennel. Notwithstanding the aforementioned, "Companion Birds" shall be exempt from limitations, of three (3) animals as stated.
12. Female – in heat. Any female dog found to be running at large in heat shall be held at the Pound until no longer in heat, but in any case no longer than twenty-one (21) days.
13. The owner of every Kennel shall remove, from their property, all droppings and soiled bedding from which odour may arise not less than weekly during the period November 1st to March 31st inclusive, and daily during the other months.

DOGS

14. Subject to the provisions of Section 17, every person who is the owner of a dog within the limits of the Town of Aylmer and who is residing temporarily or permanently within the Town of Aylmer shall cause such dog to be registered with the Town Clerk before the 15th day of February in each year, or within 7 days from the date of which such dog is acquired by such person and shall procure from the Town Clerk, a license therefor, which license shall expire on the 31st day of December, in the year in which the same is issued and shall also procure a tag for such dog which tag shall be kept securely fixed on the dog until a tag is procured for the following year. Such tag shall bear figures or marks thereon indicating that the license fee has been paid for the then current year.
15. Notwithstanding Section 14, owners of a puppy that will reach the age of twelve weeks after September 1, may be issued an Aylmer Dog License for the appropriate fee (see Appendix "A"), valid for the remainder of the calendar year.
16. Notwithstanding Section 14, newcomers to the Town of Aylmer who upon producing proof of a valid dog licence from another municipality, may be issued an Aylmer Dog Licence for that dog, for the appropriate fee (see Appendix "A"), valid for the remainder of that calendar year.

17. The licence fee payable by the owner of every dog under Section 14 shall be as set out in appendix "A" of this By-Law and shall be the rates as approved by Council.
18. No licence or tag issued by the Clerk shall be transferable from one owner to another or from one dog to another.
19. The Clerk shall maintain a record of every dog in respect of which a licence fee has been paid and the name of the owner of such dog.
20. Council shall establish a Pound for dogs, either in Town or through contract services, and the Council of the Town of Aylmer shall appoint, from time to time, a Poundkeeper to operate such Pound.
21. Any dog found running at large in a public place in the Town of Aylmer may be seized by any Police Officer or Municipal Law Enforcement Officer and may be impounded.
22. With respect to any dog impounded under this By-Law, the minimum period of redemption shall be 3 days, exclusive of the day on which the dog was impounded.
23. Any dog impounded under this By-Law by the Municipal Law Enforcement Officer shall be dealt with by such officer pursuant to the provisions of The *Animals for Research Act*, R.S.O. 1990, c. A. 22, as amended and Regulations made pursuant to the said Act.
24. The owner of any dog impounded under this By-Law may, within 3 days, exclusive of the day when such dog was impounded, or upon notification by the operator of the Pound that his/her dog is impounded, reclaim his/her dog on application to the Municipal Law Enforcement Officer on proof of his/her ownership of such dog to the satisfaction of such officer and proof that the current year's licence fee has been paid in respect of such dog and on payment to such officer, the Pound fees shown in "Appendix A".
25. The owner of any dog held in the Pound under this By-Law, at the request of the Medical Officer of Health, a Judge or Justice of Peace, or of the owner, shall pay the fees as shown in Appendix "A", for the period in which the dog is impounded.
26. No owner of a dog shall suffer or permit any such dog to fight with another dog, or to do any damage whatsoever in any place, building or convenience to which the public has or is permitted to have access, including any highway, street, lane, park or public place of resort or of amusement.
27. Any payment made in respect of a dog in a Pound shall be made to the operator of the Pound appointed by the Municipality or to such person designated, in writing, by the Municipality.
28. The operator of the Pound shall maintain the records required by regulations made pursuant to the *Animals for Research Act*, and such other records as may be reasonably required for the administration of this By-Law.
29. Where a dog which has been seized is injured or should be destroyed without delay for humane reasons, the Poundkeeper or Animal Control Officer, may dispose of the dog in a humane manner as soon after seizure as he/she thinks fit without permitting any person to reclaim the dog or without offering it for sale and no damages or compensation shall be recovered on account of such disposition.

30. Every person who owns or operates a Kennel or Pet Shop shall submit to the Town of Aylmer, on a monthly basis, the names and addresses of Aylmer residents who have purchased a dog from their Kennel or Pet Shop.

31. Dangerous Dog – enclosed chained

(a) An owner of a dog, when such dog is on the property of the owner or on the property of some other person with such person's consent shall keep the dog from leaving such property on its own by means of:

(i) enclosure;

(ii) containment within fenced area; or

(iii) physical restraint of the dog by chain or other similar means.

(b) Despite Section 31 (a), an owner of a dog, when such dog is on the property of the owner or on the property of some other person with such person's consent, and where such lands are located within an Agricultural Zone, shall keep the dog from leaving such property on its own by any reasonable means.

32. Potentially dangerous dog – notice – requirements

Where the Poundkeeper designates a dog as a potentially dangerous dog, the Poundkeeper shall serve notice upon the owner of such dog, requiring the owner, upon receipt of such notice, to comply with any or all of the following requirements:

(a) to keep such dog, when it is on the lands and premises of the owner, confined

(i) within the owner's dwelling; or

(ii) in an enclosed pen of sufficient dimension and construction to provide humane shelter for the dog while preventing it from escaping therefrom and preventing the entry therein of unsupervised children;

(b) to securely attach a muzzle to such dog at all times when it is not on the property of the owner, or on the property of another person with such person's consent.

(c) to obtain and maintain in force, a policy of public liability insurance, issued by an insurer licensed by the Province of Ontario, providing third party liability coverage in an amount of not less than One Million (\$1,000,000.00) Dollars for any damage or injury caused by such potentially dangerous dog and provide to the Poundkeeper, a certificate of such policy and each subsequent renewal thereof. Such policy shall contain a provision requiring the insurer to immediately notify the Poundkeeper should the policy expire, be cancelled or be terminated for any reason; and or

(d) permit the Poundkeeper to insert a microchip implantation on such dog, at the dog owner's expense, for the purpose of identifying such dog as a potentially dangerous dog.

33. Dangerous dog - notice – owner requirements

Where the Poundkeeper designates a dog as a dangerous dog, the Poundkeeper shall serve notice upon the owner of such dog, requiring the owner, upon receipt of such notice, to comply with the following requirements:

- (a) to keep such dog confined:
 - (i) within the owner's premises; or
 - (ii) in an enclosed pen of sufficient dimension and construction to provide humane shelter for the dog while preventing it from escaping therefrom and preventing the entry therein of unsupervised children;
- (b) to securely attach a muzzle to such dog at all times when it is not on the property of the owner, or on the property of another person with such person's consent.
- (c) to obtain and maintain in force, a policy of public liability insurance issued by an insurer licensed by the Province of Ontario, providing third party liability coverage in an amount of not less than one Million (\$1,000,000.00) Dollars for any damage or injury caused by such dangerous dog and provide to the Poundkeeper a certificate of such policy and each subsequent renewal thereof. Such policy shall contain a provision requiring the insurer to immediately notify the Poundkeeper should the policy expire, be cancelled or be terminated for any reason; and
- (d) to permit the Poundkeeper to insert a microchip implantation on such dog, at the owner's expense, for the purpose of identifying such dog as a dangerous dog.

34. Notice requirements - potentially dangerous dog, dangerous dog

The notice referred to in sections 32 and 33 shall include:

- (a) a statement that the Poundkeeper has reason to believe that the dog is a potentially dangerous or dangerous dog as the case may be;
- (b) the requirements that the owner must comply with in accordance with this By-Law and when such requirements take effect; and
- (c) a statement that the owner may request, within three (3) working days of receipt of a Poundkeeper's notice and is entitled to a Hearing by a Committee designated by the Council of the Town of Aylmer which may affirm or rescind the Poundkeeper's designation of the dog as potentially dangerous or dangerous, as the case may be, and which Committee may substitute its own designation or its own requirements of the owner of a potentially dangerous dog, or dangerous dog, as the case may be, pursuant to Section 32 (a) - (d).

35. Notice received – Hearing required

Where the owner of a dog receives a Notice from the Poundkeeper designating such dog as a potentially dangerous dog or as a dangerous dog, and subsequently requests a Hearing, in writing, to the Town Clerk of the Corporation of the Town of Aylmer, within three (3) working days of receipt of such notice, a Committee of Council, to be known as the “Dangerous Dog Appeal Committee”, shall hold a Hearing, pursuant to the provisions of the *Statutory Powers Procedure Act*, within fifteen (15) working days of the Town Clerk receiving a request for Hearing and such Committee may:

- (a) affirm or rescind the Poundkeeper’s designation of the dog as a potentially dangerous dog or as a dangerous dog, as the case may be;
- (b) substitute its own designation of the dog as a potentially dangerous dog or as a dangerous dog, as the case may be; and/or
- (c) substitute its own requirements of the owner of a potentially dangerous dog, or as a dangerous dog, pursuant to Sections 34 (a) to (c).

36. Complaint – inquiry by Poundkeeper

The Poundkeeper may either on its own initiative or as a result of a complaint received from a resident of the Town of Aylmer conduct an inquiry into whether a dog should be designated a potentially dangerous dog or a dangerous dog, as the case may be.

37. Owner requirements – compliance deadline

The requirements of Section 33 (c) and (d) which may be imposed on a dog owner by the Poundkeeper, pursuant to such Sections shall not be required until either the time for appeal under section 35 has elapsed without the dog owner requesting an appeal, pursuant to that Section or the Dangerous Dog Appeal Committee has ordered such requirement, whichever occurs earlier.

38. Change of ownership – notice to Poundkeeper

An owner of a dog which has been designated a potentially dangerous dog or a dangerous dog, pursuant to this By-Law, shall advise the Poundkeeper immediately if he/she transfers ownership of such dog to another person or changes the address at which such dog is kept and furnish the Poundkeeper with particulars of the same.

39. Notices – How served

Any notices served by the Poundkeeper or requests for Hearings made by an owner pursuant to this By-Law shall be provided by hand delivery or prepaid registered mail and in the event of service by prepaid registered mail, shall be deemed received on the fifth (5) working day after the date of mailing.

40. Any dog found running at large in the Town of Aylmer may be seized by any Municipal Law Enforcement Officer and impounded.

41. Possession of the dog may be restored to the owner if the owner claims possession of the dog within three (3) days exclusive of the day on which the dog was impounded.

42. The Poundkeeper may release an impounded dog to its owner after identification of the dog by the owner and on payment by the owner of the fees as shown in Appendix "A", for the number of days or part thereof during which the dog has been impounded, plus the cost of any inoculation given under Section 44 of this By-Law and payment of any costs incurred in the provision of any veterinary care or other special care or services required to be given for such dog impounded.
43. Any dog impounded not wearing a tag for the current year may be given an inoculation to provide immunization against rabies.
44. Where a dog is impounded, the owner thereof shall be liable for the Pound Fees and other costs of care incurred and shall pay all fees on demand to the Poundkeeper, as shown in Appendix "A".
45. Where a dog which has been seized is injured, or should be destroyed without delay for humane reasons, the Municipal By-Law Enforcement Officer or Poundkeeper may dispose of the dog in a humane manner as soon after seizure as he/she sees fit, without permitting any person to reclaim the dog, or without offering such dog for sale and no compensation or damages shall be recovered on account of such disposition.
46. Any dog impounded under any provision of this By-Law by a Municipal Law Enforcement Officer shall be dealt with by such Officer pursuant to the provisions of the *Animals for Research Act*, and regulations made pursuant to such Act.
47. Any dog impounded under any provision of this By-law, except those impounded under Section 25, may be sold by the Poundkeeper pursuant to the provisions of the *Animals for Research Act*, upon payment by the purchaser of the fees as shown in Appendix "A", or such greater sum as he/she deems reasonable, plus accumulated Pound or Boarding fees and any special costs incurred in respect to such dog.
48. The Poundkeeper shall maintain records required by regulations made pursuant to the *Animals for Research Act* and such other records as may be reasonably required for the administration of this By-Law.

ENFORCEMENT

49. (i) **FINE - FOR CONTRAVENTION**

Any person who contravenes any provision of this By-Law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the *Provincial Offences Act*.
- (ii) **CONTINUATION – REPETITION – PROHIBITED – BY ORDER**

The Court in which the conviction has been entered, and any Court of competent jurisdiction thereafter, may make an Order prohibiting the continuation or repetition of the offence by the person convicted, and such Order shall be in addition to any other penalty imposed on the person convicted.
50. By-Law No. 9-96, and all amendments thereto, and any other By-Law in contravention with the provisions of this By-Law are hereby repealed

READ A First and second time this 13th day of February, 2006

MAYOR

CLERK

READ a Third time and finally passed on this 27th day of February, 2006.

MAYOR

CLERK

APPENDIX "A" to By-Law No. 09-06

FEE SCHEDULE

LICENCE FEES

- a) Male or Spayed Female - \$16.00
- b) Female - \$16.00

A \$2.00 reduction per dog on the above fees will be granted to individuals paying before February 1st of each year.

- c) Kennel License - \$200.00