



Animal Care and Control By-law

Schedule "A" to

By-law No. 2023-XXX

Being a by-law to regulate the keeping of animals, provide for responsible pet ownership and the registration of dogs and cats within the City of Temiskaming Shores

Section 1 – General Provisions and Purpose

1.1. Short Title

This By-law shall be cited as the *Animal Care and Control By-law*.

1.2. Scope

Except where otherwise provided, the provisions of this By-law shall apply to all *persons* and property within the geographic limits of the *City*.

1.3. Enforcement

This By-law shall be enforced by an appointed *Animal Care & Control Officer, By-law Enforcement Officer, or Police Officer, where deemed appropriate*.

1.4 Administration and Delegation

Except where otherwise provided, the provisions and administration of this By-law shall establish the general guidelines and provide for the administration of Temiskaming Shores Animal Care and Control.

Temiskaming Shores Animal Care and Control has the delegated authority to:

- a) Make all decisions required under this by-law;
- b) Perform administrative functions assigned under this by-law and those necessary for the due administration and implementation of this by-law;
- c) Establish, revise from time to time, such forms, documents, standards, protocols and procedures as determine and required to implement and administer this by-law;
- d) Develop, implement, and promote programs and guidelines to encourage responsible ownership, care and control of dogs and cats, provided the programs and guidelines are consistent with the spirit of this by-law and within council approved budgets; and
- e) To partner to develop, implement and maintain programs of control or monitoring which authorizes participants to operate programs in accordance with program guidelines and in accordance with approved budgets to manage overpopulation and mitigate other identified community wide animal issues.

1.5 Interpretation

- 1.5.1 Nothing in this by-law shall give any Person any right to keep an animal where it is not permitted by:
- a) a Zoning Bylaw regulating the premises on which animals are kept;
 - b) federal or provincial statute or regulation, thereunder.

- 1.5.2 Nothing in this by-law relieves any Person from complying with any provision of federal or provincial legislation or any other by-law of the City.
- 1.5.3 Specific references to laws or by-laws are meant to refer to the current laws applicable at the time that this by-law was enacted and shall be interpreted to include amendments, restatements, and successor legislation.
- 1.5.4 If any court of competent jurisdiction finds any provision of this by-law is illegal or *ultra vires* of the jurisdiction of the City, such provision shall be deemed to be severable and shall not invalidate any of the other provisions of this by-law.
- 1.5.5 Where a provision of this By-law conflicts with a provision of another by-law in force in the *City*, or any provisions of any federal or provincial statutes or regulation, the provision that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevail to the extent of the conflict.

1.6 Purpose and Standard of Care

The purpose of this By-Law is to:

- a) Provide a framework for the delivery of enforcement services in respect to animals and the keeping of dogs and cats;
- b) Educate the public and set standards of care for humane and responsible pet ownership; and
- c) Maintain the health, safety and well-being of all persons and their property while making all efforts possible to prevent potential conflicts with other animals, people, property, and the environment.

Section 2 - Definitions

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words, phrases and terms defined in this section have the following meaning for the purpose of this By-law.

- 2.0 Animal means a member of the animal kingdom, other than a human, not covered by the Wildlife Act.

- 2.1 Animal Care and Control Officer means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing the *City's* Animal Control By-Law.
- 2.2 Animal for Research Act means the Animal for Research Act, R.S.O. 1990, c. A.22 as amended.
- 2.3 Animal Prohibited Area means areas designated by *Council* in which *dogs*, *cats* and *animals* are not permitted.
- 2.4 Asilomar Accords means a set of standards created by the Asilomar Accords 2004 to define animal categories and for collecting and reporting data with the goal of saving the lives of all healthy and treatable companion animals.
<https://www.americanhumane.org/app/uploads/2016/08/au-asilomar-accordspdf.pdf>
- 2.5 At Large means where an animal is in any place other than its owner's lot and is not restrained by a capable person by means of a leash or otherwise.
- 2.6 Building Code Act means the Building Code Act, S.O. 1992, C23.
- 2.7 By-law Enforcement Officer means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*.
- 2.8 Cat means a male or female feline of any breed of domesticated cat or crossbreed of domesticated cat.
- 2.9 Cat Tag means a *cat* tag issued pursuant to this By-law.
- 2.10 City means the Corporation of the City of Temiskaming Shores.
- 2.11 Control includes care and custody.
- 2.12 Coop means a fully enclosed weatherproof building where *hens* are kept and which the interior of includes nest boxes for egg laying, perches for the *hens* to sleep on and food and water containers.
- 2.13 Council means the Municipal *Council* of the *City* of Temiskaming Shores.
- 2.14 Dog means a male or female of the domesticated canine species.
- 2.15 Dog Off Leash Area means a specific confined area designated by *Council*, from time to time, where a *dog owner* is not required to *leash* such *dog*.

- 2.16 Dog Owners Liability Act means the Dog Owners' Liability Act, R.S.O. 1990, c. D.16 as amended.
- 2.17 Dog Tag means a *dog* tag issued pursuant to this By-law.
- 2.18 Dwelling Unit means a *suite* operated as a housekeeping unit, used, or intended to be used as a domicile by one or more *persons* and usually containing cooking, eating, living, sleeping and sanitary facilities.
- 2.19 Effective Control means to be in the care and custody of a *Responsible Person*.
- 2.20 Feed(s) / Feeding means to intentionally furnish or make food available with regular or intermittent supply of food or allowing the placing or maintenance of a supply of food on a regular or intermittent basis, which food is accessible to or accessed by a *dog, cat, or animal*.
- 2.21 Fire Chief means the head of the Temiskaming Shores Fire Department as designated by *Council*.
- 2.22 Harbor means living with, having care and control of, feeding, leaving food in a manner that is likely to attract a *dog, cat, or animal* to a property, and shall also specifically include a situation in which any *person* provides food to any *dog, cat, or animal* whether domesticated or feral.
- 2.23 Hen means a domesticated female chicken.
- 2.24 Hen Run means a covered secure enclosure that allows hens' access to outdoors.
- 2.25 Herding Dog means a dog that has been trained and is actively being used in a bona fide farming operation for the purpose of controlling livestock on the farm.
- 2.26 Keeps / Keeping means to own, keep, harbor, maintain or feed a *cat, dog, or animal*.
- 2.27 Kennel means premises other than a pet store, *veterinary* hospital or clinic, animal shelter or property that is operating a legitimate fostering program for *dogs, cats or animals* under the authority of a Society, in which the predominant activity consists of: breeding *dogs, cats or animals*, raising *dogs, cats or animals*, boarding *dogs, cats or animals*, and/ or, harboring more than the maximum allowable number of *dogs, cats or animals*.
- 2.28 Kennel License means a permit granted by City *Council* to operate a *kennel*.

- 2.29 Leash means a restraining device, by which a *dog*, *cat* or other *animal* is held in check.
- 2.30 Leashed shall mean restrained by a *leash* securely attached to the *dog* or *cat* and a *person* or object.
- 2.31 Livestock Guardian Dog means a dog that works and/or lives with domestic farm animals (e.g., cattle, sheep, poultry) to protect them while repelling predators and is used exclusively for that purpose.
- 2.32 Livestock, Poultry and Honey Bee Protection Act means the Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, c. L 24 as amended.
- 2.33 Lot Line means the boundary line between adjoining properties and or the boundary line between a property and a *highway*, laneway, municipal sidewalk, or municipal road allowance.
- 2.34 Maintain means to carry out repairs to any part or parts of a fence or structure, retention equipment, muzzling device, or other such equipment necessary so it can properly perform its intended function.
- 2.35 Medical Officer of Health means the Medical Officer of Health for the Timiskaming District.
- 2.36 Microchip means an approved "Canadian Standard" encoded identification device implanted into a *dog* or *cat* 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.
- 2.37 Municipality means the land within the geographic limit of the *City of Temiskaming Shores*.
- 2.38 Muzzle means a humane fastening or covering device over the mouth of a *dog* and of sufficient strength to prevent the *dog* from biting.
- 2.39 Noise(s) means unwanted sound.
- 2.40 Owner when used in relation to a *dog* or *cat*, or *animal*, includes a *person* who possesses or harbors the *dog* or *cat*, or *animal* where the *owner* is a minor, the *person* responsible for the custody of the minor and "owns" has a corresponding meaning.
- 2.41 Paramedic means a *person* employed by the District of Temiskaming Social Services Administration Board to provide emergency medical services.
- 2.42 Person means an individual, firm or corporation.

- 2.43 Police Dog means a *dog* trained to aid law enforcement officers and used by such officers in the execution of their duties.
- 2.44 Police Officer means a member of the Ontario Provincial Police Service.
- 2.45 Pound means *premises* that are used for the detention, maintenance or disposal of *dogs* or *cats* that have been impounded pursuant to this by-law or the *Dog Owners' Liability Act*.
- 2.46 Pound Act means the Pound Act, R.S.O. 1990, c. P.17 as amended.
- 2.47 Private Property means property which is privately owned and is not *City* property.
- 2.48 Premises means the entire lot on which a single *dwelling unit* building or a multi-dwelling unit building is situated.
- 2.49 Prescribed Bird means a bird permitted in Section 7 of Schedule "A";
- 2.50 Provincial Offences Act means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.51 Public Property includes all lands owned by the *City*, any local boards, any corporations owned or controlled by the *City* and includes all Crown lands.
- 2.52 Registrar means the registration, records and database of Temiskaming Shores Animal Care and Control under the care of the *Animal Care & Control Officer* and appointed agents for the *City*, pursuant to this By-Law.
- 2.53 Reasonable Amount of Time means no less than minimum detention period seventy-two (72) hours as prescribed by Legislation or Regulations.
- 2.54 Responsible Person means a *person* having the strength and capacity to securely *control* a *dog* so as not to permit or allow unwanted contact with another *person, dog, cat, or animal*.
- 2.55 Run/Running at Large means to be found in any place other than the *premises* of the *owner* of the *dog* or *cat* and not under the control of a *person* in such a manner as to prevent escape.
- 2.56 Senior Citizen means a person that has reached an age of sixty-five (65) years or older at the time application.
- 2.57 Service Animal means any animal used by a person with a disability for reasons relating to the disability where it is readily apparent that the animal is

- used by the person for reasons relating to his or her disability; or where the person provides a letter from a physician or nurse confirming that he or she requires the animal for reasons relating to his or her disability; or a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.
- 2.58 Suite means a single room or series of rooms of complementary use, operated under a single tenancy, and includes *dwelling units*, individual guest rooms in motels, hotels, boarding houses, rooming houses, and dormitories.
- 2.59 Tag in reference to a *dog* means a *dog* tag, and in reference to a *cat* means a cat tag.
- 2.60 Tattoo means a permanent ink marking for identification purposes.
- 2.61 Temiskaming Shores Animal Care and Control – means the authorized administration of services set out in the by-law.
- 2.62 Veterinarian means a person registered or licensed under the Veterinarian Act.
- 2.63 Veterinarian Act means the Veterinarian Act, R.S.O. 1990, c. V.3, as amended.
- 2.64 Vicious Cat means a *cat* that has attacked or bitten a *person, dog, cat, or animal* as determined by the *Animal Care and Control Officer* in accordance with Section 5.1 herein.
- 2.65 Vicious Dog means a *dog* that has attacked or bitten a *person, dog, cat, or animal* as determined by the *Animal Care and Control Officer* in accordance with Section 5.1 herein.
- 2.66 Zoning By-law means all current by-laws and amendments thereto and any subsequent by-laws which may be enacted in substitution therefore under the Planning Act with respect to land use within the *city*.

Section 3 – Registration of Cats and Dogs

The licensing of pets is one step to encourage responsible pet ownership by properly identifying companion animals in our community. Tags are proof of ownership so that animals may be returned to their owners sooner, often by neighbors, without incurring costs.

Responsible pet owners reduce the number of companion animals running loose, preventing inadvertent breeding and helps mitigate over population within the community.

3.1 Registrar

3.1.1 Temiskaming Shores Animal Care and Control is the registrar responsible for the issuance of *tags* and may, from time to time, appoint in writing agents for the issuance of *tags*, as necessary.

Temiskaming Shores Animal Care and Control may revoke any such appointment in writing for such reason as Temiskaming Shores Animal Care and Control shall determine.

3.2 Requirement to Register

3.2.1 Except as provided to the contrary in this By-law, every *owner* of a *dog* or *cat* shall register the *dog* or *cat* with Temiskaming Shores Animal Care and Control on or before January 1st in each year that he or she is the *owner* of that *dog* or *cat*.

3.2.2 Every *person* who becomes the *owner* of a *dog* or *cat* after January 1st in any year; shall register the *dog* or *cat* with Temiskaming Shores Animal Care and Control within 7 days of becoming the *owner* of the *dog* or *cat* and on or before January 1st in each year thereafter.

3.2.3 Notwithstanding Sections 3.2.1 and 3.2.2, no *person* need to register a *dog* or *cat* before the *dog* or *cat* reaches the age of twelve (12) weeks. The onus of proof of the age of the *dog* or *cat* shall rest with the *owner*.

3.2.4 *Notwithstanding Section 3.2.1 the owner of a cat(s) who resides in a dwelling unit in an area which is zoned "rural" or "agricultural" pursuant to the Zoning By-Law shall not be required to register his or her cat(s), provided the property on which the dwelling unit is located is used for agricultural uses, as defined in the Zoning By-Law.*

3.2.5 The registration of a *dog* or *cat* shall expire upon the earliest of:
a) the transfer of ownership of the *dog* or *cat* for which it was issued;
b) the death of the *dog* or *cat* for which it was issued; and
c) December 31st of the year in which it was issued.

3.3 Registration Process

3.3.1 Every *person* who applies to Temiskaming Shores Animal Care and Control to register a *dog* or *cat*, shall complete the necessary forms, and provide the following:
a) provide the name, physical and mailing address, and telephone number of the *owner* of the *dog* or *cat*;
b) provide the name of the *dog* or *cat*;

- c) provide a description of the *dog* or *cat* such as sex, age, breed, colour, and temperament;
- d) disclose whether or not the *dog* or *cat* has a microchip implanted or has been *tattooed*;
- e) disclose if the *animal* is a *Service Animal*;
- f) disclose if the *dog* is a *Livestock Guardian Dog*, or a *Herding Dog*;
- g) disclose if the *dog* or *cat* is spayed or neutered; and
- h) pay the required registration fee as determined by Appendix "1" of Schedule "A".

3.4 Issuance of Tags

3.4.1 Upon the applicant providing all information and documentation required by Temiskaming Shores Animal Care and Control, and paying the appropriate registration fee, Temiskaming Shores Animal Care and Control shall register the *dog* or *cat* and shall issue to the applicant a *dog tag* or a *cat tag*, which bears a unique serial number, shows the year of issue and such other information as may be determined by Temiskaming Shores Animal Care and Control.

3.4.2 Every *owner* of a registered *dog* or *cat* shall advise Temiskaming Shores Animal Care and Control within 7 days thereafter, of:

- a) change of address or phone number of the *owner* of the *dog* or *cat*;
- b) sale or other transfer of *ownership* of the *dog* or *cat*; or
- c) the death of the *dog* or *cat*.

3.4.3 Temiskaming Shores Animal Care and Control shall have the right to cancel the registration of a *dog* or *cat* if the registration fee is not paid in full, through error, as a result of a cheque being returned marked 'Not Sufficient Funds', a credit card charge being refused or for any other reason deemed legitimate.

3.4.4 Every *tag* issued by Temiskaming Shores Animal Care and Control remains the property of the *City* and in the event the registration of a *dog* or *cat* is cancelled by Temiskaming Shores Animal Care and Control, the *tag* shall be surrendered to Temiskaming Shores Animal Care and Control.

3.5 Replacement Tags & Refunds

3.5.1 Temiskaming Shores Animal Care and Control *shall* issue a replacement *dog tag* or *cat tag* to the *owner* of a registered *dog* or *cat* upon;

- a) application of the *owner*;
- b) evidence satisfactory to Temiskaming Shores Animal Care and Control that the *tag* was lost or damaged; and
- c) payment of the prescribed replacement *tag* fee.

3.5.2 Temiskaming Shores Animal Care and Control shall have discretion to issue a partial or complete refund of the registration fee if they are satisfied that the refund is being requested for a legitimate reason.

3.6 Registrar's Records

3.6.1 Temiskaming Shores Animal Care & Control *shall* maintain records of all *dog tags, cat tags* and replacement *tags* issued by Temiskaming Shores Animal Care and Control in each calendar year and shall update such records as additional information is received pursuant to Section 3.4.2.

3.6.2 The records under Section 3.6.1 shall include:

- a) the name, physical and mailing address and phone number of the *owner* of the *dog or cat*;
- b) name of the animal.
- c) a description of the *dog or cat* such as sex, age, breed, colour and temperament
- d) the particulars of any *tattoo or microchip* implanted in the *dog or cat*.
- e) the serial number of the *dog tag or cat tag* issued for that *dog or cat*.
- f) the fee paid.
- g) if the *animal* is a *Service Animal*.
- h) if the *dog* is a *Livestock Guardian Dog, or a Herding Dog*.
- i) if the *dog or cat* is spayed or neutered
- j) the particulars of any evidence provided in support of a fee reduction; and
- k) other information as Temiskaming Shores Animal Care and Control in his or her sole discretion determines to be necessary.

Section 4 – Regulation – Dog, Cat, and Animal

Owning a pet is a long-term commitment. Owners must consider the time, effort, and resources required to care for a pet throughout their entire life span and choose a pet that suits your lifestyle, living situation, and capabilities to provide proper care and attention.

Standard of Care

Every owner and keeper of an animal shall ensure:

- a) that that they comply with the Standards of Care and this by-law
- b) such animal is kept in a humane manner free from abuse and neglect and is provided with the necessities and conditions to maintain and protect the animal's wellbeing.
- c) that their pet will not cause conflict with other animals, people, property, or the environment.

4.1 Dog and Cat to Wear Tag

- 4.1.1 Every *owner* of a *dog* and every *owner* of a *cat* shall keep the *tag* securely fixed on the *dog* or *cat* for which the *tag* was issued, at all times during the year of issue.
- 4.1.2 Notwithstanding Section 4.1.1, an *owner* need not keep the *tag* on his or her *dog* or *cat*:
- a) while the *dog* or *cat* is contained within the *dwelling unit* of its *owner*;
 - b) in the case of a *dog*, while the *dog* is being lawfully used for hunting, and the *tag* is produced upon request of an *Animal Care & Control Officer*; or,
 - c) where a *veterinarian* has determined it is necessary to remove the *tag* for medical treatment of that *dog* or *cat*; or,
 - d) if the *dog* is a *Livestock Guardian Dog* or a *Herding Dog* and the *dog* is being actively used in farming practice and has been tattooed or implanted with a microchip.
- 4.1.3 No *person* shall remove a tag from a *dog* or *cat* without the consent of the *owner* thereof.
- 4.1.4 No *person* shall attach a *tag* to a *dog* or *cat* other than the *dog* or *cat* for which it was issued.

4.2 Number of Dogs and Cats

- 4.2.1 The total number of permitted Dogs and Cats within a dwelling unit in each Zone of the Municipality, as defined in the Zoning By-Law, shall be as follows:

	Number of Permitted Dogs	Number of Permitted Cats	Combined Total
Rural Residential (R1)	3	3	5
Low Density Residential (R2)	2	2	3
Medium Density Residential (R3)	1	1	2
High Density Residential (R4)	1	1	2
Rural (RU)	3	3	5
Agricultural (A1)	4	4	6

- 4.2.2 This section does not apply to:
- a) a licensed kennel

- b) a veterinary hospital
- c) a pet shop
- d) a pound
- e) a newborn litter of Dogs or Cats kept for a period of six to eight weeks from the date of birth
- f) farm Dogs or farm Cats
- g) a rescue shelter or authorized person or organization affiliated with a rescue group.

4.2.3 Notwithstanding Section 4.2.1 this requirement shall not apply to *owners of Livestock Guardian Dogs and Herding Dogs* while such dogs are kept in an area which is zoned "rural" or "agricultural" pursuant to the *Zoning By-Law* and said *dogs* are kept for agricultural uses in accordance with their defined function.

4.2.4 The following grandfathering provision applies at the time of the passing of this by-law. Despite subsection 4.2, any Person who, on the date of the passage of this by-law, was lawfully keeping more than the total allowable number of animals stated in subsection 4.2 may keep the number of dogs and cats over the total number permitted until they have died or relocated.

4.2.5 The number of allowable pets must still meet the provisions of Section 4.2 of By-law 2013-051 and all animals must be registered at the time this by-law comes into force and effect.

4.2.6 The grandfathering clause will not apply to any future animals in a dwelling unit if the number exceeds the amount specified in Section 4.2 above.

4.3 At Large

4.3.1 No *owner* of a *dog* or *cat* shall cause, allow, or permit a *dog* or *cat* he or she *owns* to be *at large* within the limits of the *City*.

4.3.2 No *owner* shall permit a *dog* or *cat* to *run at large* that is not within the *dwelling unit* or on the *premises* of its *owner* or on *private property* without the consent of the owner of that *private property*.

4.3.3 When not within the *dwelling unit* or on the *premises* of its *owner* or on *private property* with the consent of the owner of that *private property*, *all dogs and cats shall be*

- a) on a *leash*;
- b) on a *leash* held under the *effective control* of a *responsible person*.

4.3.4 Notwithstanding Section 4.3.3 this requirement shall not apply to an *owner* exercising his or her *dog(s)*, in a *Dog Off-Leash Area* as set out in Appendix "4" to Schedule "A".

4.3.5 Notwithstanding Sec. 4.3.1 this requirement shall not apply to an *owner* of *Livestock Guardian Dogs* and *Herding Dogs* while such *dogs* are being used in accordance with their defined function, or dogs that are legally and actively used in a hunt, on property owned or leased by the *owner*.

4.3.6 No *owner* shall allow his or her *dog(s)* to enter a *Dog Off-Leash Area* if the *dog(s)* is not wearing a valid *Dog Tag*.

4.3.7 A cat released outdoors as part of the operation of a program, activity or event, such as Trap, Spay/Neuter and Return Program, authorized by the city would not be considered at large.

4.4 Abandonment

4.4.1 No person shall leave a dog or cat in or about any municipal premises without making provision for its continued care.

4.5 Owner not to permit Trespass

4.5.1 No *owner* shall allow or permit his or her *dog* or *cat* to trespass on *private property* whether on a *leash* or not.

4.6 Required to Stoop and Scoop

4.6.1 Every owner of a dog, cat, or other animal shall immediately remove any excrement left by the dog, cat, or other animal in the City:

- a. a) on a highway or roadway;
- b. b) in a public park;
- c. c) on any public property other than a public park; or
- d. d) on any private property other than the property of the owner of the dog, cat or other animal or the person having care, custody or control of the dog, cat, or other animal.

4.6.2 Every owner of a dog, cat or other animal shall remove forthwith from his or her premises excrement left by such dog, cat, or other animal so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the premises.

4.6.3 Notwithstanding Section 4.6.1 this requirement shall not apply to a Service Animal.

4.7 Owner Not to Permit Noise

4.7.1 No *person* or *owner* shall permit any *noise* made by any *dog, cat, bird,* or any other *animal* kept or used for any purpose, which is likely to disturb the peace or comfort of any individual in any location beyond the *Lot Line* of the property on which such *dog, cat, bird* or other *animal* is located.

4.7.2 For the purpose of this section, persistent barking, howling or other animal noise is defined as repeatedly barking, howling or otherwise for a continuous period of twenty (20) minutes or longer.

4.7.3 Notwithstanding Section 4.7.1 *Livestock Guardian Dogs* and *Herding Dogs* shall be exempt from the foregoing provision while actively engaged in guarding livestock against predators.

4.8 Animal Prohibited Area

4.8.1 No *person* may bring any *dog, cat* or *animal* into an Animal Prohibited Area as listed in Appendix "3" to Schedule "A".

4.8.2 Notwithstanding Section 4.8.1 this requirement shall not apply to a *Service Animal*.

4.9 No Person to Harbor

4.9.1 No *person* shall *keep* or *harbor* any *dog, cat,* or *animal* in a manner that adversely impacts neighboring properties or residents whether through offensive odours, *noise* likely to disturb inhabitants, *running at large* of *dog(s), cat(s)* or *animal(s)*, accumulation of feces or otherwise.

4.9.2 No *person* shall *keep* or *harbor* any *dog, cat,* or *animal* in a manner that adversely impacts the health or well-being of the *dog, cat,* or *animal*. Circumstances that may adversely impact the wellbeing of a dog, cat or animal include, but are not limited to:

- a) unsanitary conditions;
- b) neglect;
- c) overcrowding;
- d) inadequate feeding;
- e) inadequate medical attention.

Section 5 – Vicious

5.1 No Owner Shall Permit Attack

- 5.1.1 No *owner* shall permit his or her *dog, cat, or animal* to attack or to bite a *person, dog, cat, or animal*.
- 5.1.2 Where the *Animal Care & Control Officer* is informed, upon receipt of a valid complaint, may investigate to determine if the animal should be found to be a vicious animal.
- 5.1.3 Where the Animal Care and Control Officer is satisfied that a *dog, cat or animal* has attacked or bitten a *person or animal* or has been threatening or aggressive towards a *person or animal* without being provoked, and has further been provided with satisfactory evidence as to the name and address of the *owner* of the *dog, cat or animal* the *Animal Care & Control Officer* shall serve notice on the *owner* of the *dog, cat or animal* that the *dog, cat or animal* is deemed to be a *vicious dog, cat or animal* and requiring the *owner* to comply with any or all of the requirements set out in Sections 5.1.4 and 5.1.5.
- 5.1.4 Serving of notice that a *dog, cat or animal* has been deemed a *vicious dog, cat or animal* may be effected on the *person* who shows in the *City's* records as the *owner* of the *dog, cat or animal*, or where the *dog, cat or animal* does not appear to be *registered* pursuant to this By-law, on such other *person* who appears to be the *owner* of the *dog, cat or animal*. Serving of notice may be effected by personal service, by registered mail, or by posting up in a conspicuous place at the address shown in the records of the City as the address for the *owner* of the *dog, cat or animal*, or where the *dog, cat or animal* is not *registered* under this By-law, at such address as appears to be the address of the *owner* of the *dog, cat or animal*. Serving of the notice shall be effective upon the date that personal service is affected or where served by registered mail or by posting, shall be deemed effective on the fifth day after mailing or posting as the case may be.
- 5.1.5 Every *owner* of a *vicious dog, cat or animal* shall at all times when the *vicious dog, cat or animal* is not in the *owner's dwelling unit*, but otherwise within the boundaries of the *owner's premises*, ensure that:
- a. the *vicious dog, cat or animal* is *muzzled* so as to prevent it from biting a *person or animal*;
 - b. the *vicious dog, cat or animal* is securely *leashed* on a *leash* which does not allow it to go beyond the *Lot Line* of the *owner's* lands; or
 - c. the *vicious dog, cat or animal* is confined within a secured structure in a good state of repair so as to prevent escape;

- d. a warning sign stating 'beware of *dog*' is posted in a conspicuous place to be visible from the road.

5.1.6 Every *owner* of a *vicious dog, cat* or *animal* shall at all times when the *vicious dog, cat* or *animal* is not within the boundaries of the *owner's premises*;

- a. *keep the vicious dog, cat, or animal under effective control of a responsible person on a leash held by the person; and*
- b. *keep the vicious dog, cat, or animal muzzled.*

5.1.7 Every *owner* of a *vicious dog, cat* or *animal* shall notify Temiskaming Shores Animal Care and Control within two (2) working days of any change in ownership or residence of the *vicious dog, cat* or *animal* provide Temiskaming Shores Animal Care and Control with the new address and telephone number of the *owner*.

5.1.8 Where the *owner* of a *vicious dog, cat, or animal* is informed that his *dog, cat* or *animal* has been deemed to be a *vicious dog, cat* or *animal*, the *owner* may, within 14 days of such notice request in writing a hearing by *Council* or committee established for that purpose and *Council* may exempt the *owner* from the *muzzling* or *leashing* requirement, or both such requirements or may modify the conditions for *muzzling* or *leashing*.

5.1.9 The notification that a *dog, cat* or *animal* is a *vicious dog, cat, or animal* is effective from the date it is served, even if a hearing before *Council* is requested by the *owner* of the *dog, cat* or *animal* affected.

Section 6 – Seize and Impound

The retention of dogs and cats at the municipal facility is intended to be short term and within the retention periods provided in the by-law where possible.

Discretionary provisions will apply to situations as they arise that ensure the health and safety of persons and animals involved in the matter.

Impounding of cats that cannot be clearly identified as owned pets is discouraged and shall be addressed by other means such as city sanctioned programs.

6.1 Animal Care & Control Officer may Seize

6.1.1 The *Animal Care & Control Officer* may seize, any *dog* or *cat*, found at large.

6.1.2 The *Animal Care & Control Officer* or delegate may, in their discretion, deliver a seized, licensed dog or cat to its owner without impounding the licensed dog or cat, provided:

- a. The *Animal Care & Control Officer* or delegate can make arrangements with the owner for the return of the licensed dog or cat without delay and;
- b. There is no record of being seized in the prior 6 months.

6.1.3 A dog or cat seized otherwise shall be considered impounded at the time and place it is seized by the *Animal Care and Control Officer*.

6.1.4 An *Animal Care and Control Officer* may enter on any *private property*, at any reasonable time, without the consent of the owner of the property, for the purpose of discharging the duties imposed by this By-law and to enforce its provisions, without a search warrant, provided he or she is in active pursuit of a *dog, cat, or animal*.

6.1.5 In no instance should an *Animal Care and Control Officer* enter any *dwelling unit* or other building situated on *private property* without a Search Warrant authorizing such entry.

6.1.6 Any *dog* or *cat* seized by an *Animal Care and Control Officer* under this By-law may be impounded for a minimum of five business days from the time of its impoundment, exclusive of the day on which the *dog* or *cat* was impounded.

6.1.7 Any *dog, cat or animal at large* contrary to the provisions of this By-law which in the opinion of the *Animal Care & Control Officer* appears to be *vicious* or rabid and to be a threat to the safety of the community, and which cannot be captured by the *Animal Care & Control Officer*, may be dealt with under the supervision of the Ontario Provincial Police and consultation with Provincial Animal Welfare agencies and services. The *owner* of the *dog, cat, or animal* shall not be entitled to damages or compensation.

6.1.8 Notwithstanding Section 6.1.6, where a dog or cat are seized or impounded and a veterinarian deems it necessary to euthanize the dog or cat without delay for humane reasons or for reasons of safety to persons or domestic animals, the animal care and control officer may make arrangements and may do so without permitting any person to reclaim the dog or cat.

6.1.9 Any *person that captures any dog, cat, or animal at large* and trespassing on his or her property and, upon doing so, shall report capture of the *dog, cat or animal* to the *Animal Care & Control Officer* who may assist.

6.1.10 All persons before proceeding to trap animals at large are required to give advance notice to the Animal Care & Control Officer, where possible.

6.1.11 During the impound period referred to in Section 6.1.6, the *owner* of the *dog* or *cat*, shall be entitled to redeem the *dog*, or *cat* upon:

- a) payment of the impound fees and the board fees in the amount as set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law.
- b) payment of any *veterinarian* fees incurred for the well-being of the *dog*, or *cat*.
- c) registering the *dog* or *cat* in accordance with this By-law if there is no evidence the *dog* or *cat* is already registered. When registration is completed as per this requirement, the registration fee is in accordance with Appendix "1" of Schedule "A".

6.1.12 If the *dog* or *cat* is not redeemed within the time specified in subsection 6.1.6, the *Animal Care and Control Officer* may retain the *dog* or *cat* for such further time as they consider proper and may:

- a. Transfer the *dog* or *cat* to one of the authorized shelters, rescue group or other organizations registered or in a contracting agreement with the city.
- b. Euthanized if found to be medically or behaviorally unhealthy and untreatable in alignment with the Asilomar Accords.

6.2 Protective Care

6.2.1 The *Animal Care and Control Officer* is authorized, upon request of a *Police Officer*, *Fire Chief*, or his or her designate, or *paramedic* to impound a *dog*, *cat* or *animal* for protective care purposes, pursuant to an incarceration, fire, medical emergency, or for any other situation that the *Animal Care & Control Officer* deems appropriate and necessary and to keep such *dog(s)* or *cat(s)* or *animal(s)* for the required period and not to exceed fifteen (15) business days.

6.2.2 In the event that the *owner* of the *dog*, *cat*, or *animal* impounded for protective care does not claim the *dog*, *cat* or *animal* and pay the impound fees, board fees, and *veterinarian* fees in the amounts as set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law, within fifteen (15) days, then on the sixteenth day, the *dog*, *cat*, or *animal* shall be deemed to have been impounded as *running at large* in accordance with Section 6.1 and impound timelines as set out in Section 6.1.6 shall begin to run.

6.3 Impound Fees

6.3.1 Where a *dog* or *cat* or *animal* is seized, or impounded for protective care, the *owner*, if known, shall be liable for the impound fees, board fees, and *veterinarian* fees in an amount as set out in Appendix "1" of Schedule "A" attached to and forming part of this By-law, whether the *dog* or *cat*, or *animal* is claimed from the *pound* or not and shall pay all fees on demand by the *Animal Care & Control Officer*.

6.3.2 Notwithstanding Section 6.3.1, in appropriate humanitarian circumstances, as determined by the *Animal Care & Control Officer*, may, in his or her discretion, waive all or part of the impound fees, board fees, and *veterinarian* fees, or provide for delayed or installment payments of same in consultation with the Treasurer of the municipality.

6.4 Trap Regulations

6.4.1 Any dog, cat or animal seized in accordance with Section 6.1.6 shall be:

- a) trapped in a humane manner.
- b) not kept in a trap for more than 24 hours.
- c) protected from the elements while in a trap.

6.4.2 In no circumstances should a person use any trap that causes or may cause injury, pain or suffering to an animal. Without limiting the generality of the foregoing, no person shall set a trap within the Municipality:

- a) Which is greater than 32" by 12" by 12" in size.
- b) No *person* shall use a killer trap, leg-hold trap, body gripping trap or a snare.

6.4.3 Notwithstanding Sections 6.4.1 and 6.4.2 shall not apply to the trapping of an animal where the animal is trapped by a person who is licensed with the Ministry of Natural Resources and Forestry or is otherwise authorized by law to trap the animal, and the trapping is conducted in accordance with any applicable legislation.

Section 7 – Regulations – Prescribed birds

The interest in hens in urban areas provides benefit of the human-bird bond and production of a food item, primarily eggs. However, many concerns related to public health and community well-being need to be mitigated with back yard flocks to mitigate the spread of disease, manage waste, poultry pests, predators, noise, and odor.

7.2 Hens

7.2.1 No *person* shall *keep* more than three *hens* on a *premises* zoned 'residential' within the *City* and such *person* ensures that:

- a) The *hens* are confined in either a *hen coop* or *hen run*; and the *hens* are kept in the *hen coop* between 9:00 p.m. and 6:00 am.
- b) The *owner* of the *hens* resides on the property where the *hens* are kept.
- c) each *hen* is provided with adequate food, water, shelter, light, ventilation, veterinary care, and opportunities for essential behaviours such as scratching, dustbathing, and roosting, all sufficient to maintain the *hen* in good health.

7.3 **Hen Coop Construction Requirements**

7.3.1 Any *hen coop* which is erected, used, or maintained for the housing of *hens* must:

- a) have interior walls which are smoothly finished and painted.
- b) be constructed in such a manner as to prevent the escape of the *hens*;
- c) provide each *hen* with at least 0.37 m² of coop floor area;
- d) be equipped with at least one perch of not less than 15 cm in length and one nest box for each *hen*.

7.4 **Hen Coop Maintenance Requirements**

7.4.1 Every *owner* of any building which is erected, used, or maintained as a *hen coop* for the housing of *hens* shall be maintained as follows:

- a) In a clean condition and free of noxious odours, substances and vermin;
- b) All refuse and waste matter from the *hen coop* must be disposed of in a proper and sanitary manner and no such refuse or waste matter shall be burned or stored.

7.5 **Hen Run Requirements**

7.5.1 Every *owner* of a *hen run* shall ensure that it is:

- a) constructed in such a manner as to prevent the escape of the *hens*.
- b) maintained in a clean condition and kept free of noxious odours, substances, and vermin.
- c) of sufficient size to provide at least 0.92 m² per hen.
- d) provided with a floor of any combination of vegetated or bare earth.

7.6 **Compliance with Zoning Requirements**

7.6.1 Any *Hen Coop* or *Hen Run* which is erected, used, or maintained for the housing of *hens* must not be:

- a) located in any front, side or flank yard as described in the *Zoning By-Law*.
- b) located less than 1.2 metres from the *Lot Line*.

7.7 **General Prohibitions**

- 7.7.1 Home slaughter of *hens* is prohibited, and any deceased *hens* shall be disposed of at a proper livestock disposal facility.
- 7.7.2 No *owner* shall cause or permit his or her *hen* to become a public nuisance by persistently clucking. No *owner* shall cause or permit his or her *hen* to violate the Noise By-Law.
- 7.7.3 No *owner* shall cause or permit his or her *hen* to be *at large*.
- 7.7.4 No *person* shall *keep* a rooster over the age of 12 weeks.

Section 8 – Regulations – Animals other than Dogs, Cast or Prescribed Birds

8.1 General Prohibitions

Nothing herein shall give any person any right to *keep animals* where such is prohibited by the *Zoning By-law*.

8.2 Rabbit – Keeping

Notwithstanding Section 8.1, a person may *keep* not more than six (6) rabbits over the age of 8 weeks in any dwelling unit or premises in the City provided such person ensures:

- a) that any rabbit routinely kept outside is kept in a rabbit hutch:
 - i. constructed in such a way as to prevent escape by the rabbit;
 - ii. not located in any front or flank yard as described in the *Zoning By-Law*; and,
 - iii. located at a distance of not less than 1.2 metres from the *Lot Line*.
- b) all refuse and waste matter from any rabbit hutch is disposed of in a proper and sanitary manner and no such refuse or waste matter is burned or stored.

8.3 Horses, Domestic Fowl, Cattle, Goats, Swine, Mink, Sheep and Mules

Notwithstanding Section 8.1, a *person* may *keep* horses, domestic fowl, cattle, goats, swine, mink, sheep or mules or similar livestock, provided such are kept on a property appropriately zoned for such purpose by the *Zoning By-Law*.

Section 9 - Kennels

9.1 Licensing

The *owner* of a *kennel* shall pay annually to the *City*, or its authorized agent, on or before the 1st day of January in each year, a license fee for his or her *kennel* in accordance with Appendix "1" of Schedule "A", as amended, and shall receive a *kennel license* for the current year.

9.2 Kennels Exempt from Tag Requirements

9.2.1 Subject to Section 9.4, where the owner of a *kennel* has complied with subsection 9.1, he or she is not required to cause each *dog*, or *cat* kept at his or her *kennel* to be *registered* with and licensed by the *city*.

9.3 Requirement to Register Owner's Pets

9.3.1 Owners of a *kennel* shall *register* their own *dogs*, *cats*, or *animals* in accordance with Section 3. The *registration* fee is included in the *kennel license* fee. *Dog(s)* and *cat(s)* *registered* in this manner shall be required to wear a *tag* as prescribed by Section 4.

9.4 Kennel License

9.4.1 No *person* shall operate a *kennel* without a *kennel license*.

9.5 Compliance with Zoning Regulations

9.5.1 No license shall be issued to any *kennel* pursuant to the provisions of this by-law unless the *kennel* is in a location or an area in which *kennels* are permitted by the applicable *Zoning By-law* and unless the *kennel* complies with all the requirements of that *Zoning By-law*.

9.6 Number of Animals Kept

9.6.1 No person shall keep six (6) or more *dogs* over twelve (12) weeks of age at any one location unless a *kennel license* has been issued to that *person* for that location.

9.7 Construction Requirements

9.7.1 Every *person* who operates a *kennel* shall comply with the following requirements:

- a) the *kennel* shall be in a separate building and shall not be attached to a building which is or can be used for human habitation.
- b) the *kennel* building must conform to the *Building Code Act* and must be maintained in such a manner as to be free of damage.

- c) the *kennel* building shall have a floor of concrete or other impermeable material and shall be equipped with a drain opening constructed as a plumbing fixture. Alternatively, *dogs* may be kept in cages of size adequate to allow the *dog* to extend its legs to their full extent, to stand or sit, to turn around or lie down in a fully extended position, and the cages shall be constructed solely of metal or wire or partly of wire and shall have metal or other impermeable bottoms.

9.7.2 The *kennel* building shall have:

- a) windows which may be opened for proper ventilation.
- b) a heating system sufficient for the health, care and comfort of the *dogs, cats, or animals*.
- c) Adequate plumbing and potable water.

9.8 Fence Requirements

Where *dogs* are permitted to use an outside area, there shall be constructed around such area a fence having a height of at least 1.52 meters (5 feet); the wall of an adjacent building may be included as part of such fenced-in area. Such fence shall not be required where the outside area is more than 61 meters (200 feet) from the nearest limit of the property.

9.9 Annual Inspection

9.9.1 Every *kennel* shall be subject to an annual inspection by the *Animal Care & Control Officer*, or by such other person or agency as may be designated by *Council*, to ensure that the foregoing provisions of Section 8 are being adhered to in the operation of the *kennel*, and a report in writing of each inspection shall be filed with the *City*. The fee for the initial inspection is included in the *kennel license* fee set forth in Appendix "1" of Schedule "A".

9.9.2 Where such inspection reveals that the foregoing provisions of Section 9 are not being adhered to by the *kennel owner*, the *Animal Care & Control Officer*, or such other *person* or agency as may be designated by *Council*, may suspend the *owner's kennel license* until the deficiencies found have been remedied.

9.9.3 An inspection fee shall be payable to the *City*, or its authorized agent, on each occasion that a further inspection of the *kennel* is necessary to determine that the *kennel* satisfies the provisions of Section 9. Fees for any further inspections within the year the *kennel license* was purchased are included in Appendix "1" to Schedule "A".

9.9.4 An inspection of a *kennel* may be carried out more frequently than once each year when a reasonable complaint or complaints with respect to the operation of the *kennel* have been received by the *city*.

9.10 Operate While Under Suspension

9.10.1 No *person* shall operate a *kennel* while his or her *kennel license* is under suspension.

9.11 Authorized Issuer

9.11.1 *Kennel licenses* may be issued by Temiskaming Shores Animal Care and Control upon receipt of an approved kennel inspection report as set out in Appendix "5" to Schedule "A".

9.11.2 *The application shall be* submitted by the *Animal Care & Control Officer* or other agency or *person* as designated by Council for *approval by the City and other agencies* within sixty (60) days from receiving a complete application.

Section 10 – Interfere

10.1 Interfere

10.1.1 No person shall interfere with, hinder, or harass an agent of the City of Temiskaming Shores in the performance of any duty of such agent, or seek to release any *dog, cat, or animal* in the custody of the *City*, or its agents, except as herein provided.

10.1.2 No person shall tamper, remove, or interfere with traps or equipment.

10.1.3 No person shall refuse to produce any documents or things required by an agent in the exercise of a power or performance of a duty under this by-law, and every person shall assist any entry, inspection, examination, or inquiry by an agent.

10.1.4 No person shall knowingly furnish false information to an agent.

Section 11 - Exemptions

11.1 *Police Dog Exempt*

11.1.1 No part of this by-law shall apply to a *Police Dog*.

11.2 Hens in Agricultural Zones Exempt

11.2.1 No part of this bylaw shall apply to *owners* of *hens* kept in an area which is zoned "Rural" or "Agricultural" pursuant to the *Zoning By-Law* and said *hens* are kept for agricultural uses in accordance with their defined function.

Section 12 – Penalties

12.1 General Penalties

Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically set out in Appendix "2" of Schedule "A" attached to and forming part of this By-law, shall be liable to a fine of not more than \$5,000 pursuant to the *Provincial Offences Act, R.S.O., 1990, c. P. 33*. Where an offence is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

Section 13 – Validity

13.1 Validity of By-law

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

The Corporation of The City of Temiskaming Shores
Appendix "1" of Schedule "A"
To Animal Control By-Law No. 2013-051

Impoundment or Detained	Fee
Impoundment Fee	\$ 30.00
Daily Boarding Fee	\$ 15.00
Quarantined Animal Daily Boarding Fee	\$30.00
Humane Services/Adoption Fee	\$ 50.00
Euthanized Services Fee	\$ 70.00
Disposal of Non-Impounded Animal Fee up to 40lbs	\$ 30.00
Disposal of Non-Impounded Animal Fee above 40lbs to a maximum of 110lbs	\$75.00
Disposal of Non-Impounded Animal Fee above 110lbs	\$100.00
Tags and Licenses – Section 3	
Register Dog or Cat under Section 3.3.1 (d)	
a) Register a <i>Service Animal</i>	Nil
b) Register a <i>Livestock Guardian Dog</i> or a <i>Herding Dog</i>	Nil
Register Dog or Cat under Section 3.3.1 (e)	
c) Before Feb 1 st	
i. Register a spayed or neutered dog or cat	\$10
ii. Register an unfixed dog or cat	\$20
iii. Senior citizen registration fee	50% of i. or ii.
d) Feb 1 st to December 31 st	
iv. Register a spayed or neutered dog or cat	\$20
v. Register a dog or cat	\$30
vi. Senior citizen registration fee	50% of iv. or v.
e) Purchase a Replacement Tag	\$5
Register Dog Cat under Section 6.1.8 c)	Double the prescribed fee
Kennel fees	
Kennel License Fee under Section 8.1.1	\$200
Kennel Inspection Fee under Section 8.9.3	\$50

The Corporation of The City of Temiskaming Shores

**Appendix "2" of Schedule "A"
To Animal Care and Control By-law No. 2023-999**

**Part 1 Provincial Offences Act
Set Fines**

Item	Column 1 Short form wording	Column 2 Offence creating provision or Defining offence	Column 3 Set fine
1	Fail to register <i>dog</i> or <i>cat</i> .	Sch. A, Section 3.2.1	\$100
2	Failure to keep <i>tag</i> securely fixed on <i>dog</i> or <i>cat</i> .	Sch. A, Section 4.1.1	\$40
3	Attaching a <i>tag</i> to a <i>dog</i> or <i>cat</i> other than the <i>dog</i> or <i>cat</i> for which it was issued.	Sch. A, Section 4.1.4	\$50
4	<i>Owner</i> possess more than the allowable number of <i>dogs</i> .	Sch. A. Section 4.2.1(a)	\$100
5	<i>Owner</i> possess more than the allowable number of <i>cats</i> .	Sch. A. Section 4.2.1(b)	\$100
6	<i>Owner</i> possess for longer than 72 hours more than the allowable number of <i>dogs</i> and <i>cats</i> .	Sch. A. Section 4.2.2(c)	\$100
7	Allow a <i>dog</i> or <i>cat</i> to be <i>at large</i> .	Sch. A, Section 4.3.1	\$100
8	Allow a <i>dog</i> or <i>cat</i> to be <i>at large</i> on <i>private property</i> .	Sch. A, Section 4.3.2	\$100
9	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> .	Sch. A, Section 4.3.4.(a)	\$50
10	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> of not more than 2 meters in length.	Sch. A, Section 4.3.4(b)	\$25
11	Failure to ensure that a <i>dog</i> or <i>cat</i> is on a <i>leash</i> held by a <i>responsible person</i> .	Sch. A, Section 4.3.4(c)	\$50
12	Allow a <i>Dog</i> in a <i>Dog Off-Leash Area</i> without a <i>Dog Tag</i> .	Sch. A, Section 4.3.7	\$75
13	Allow a <i>dog</i> or <i>cat</i> to trespass.	Sch. A, Section 4.4.1	\$50
14	Failure to remove and dispose of excrement left by <i>dog</i> , <i>cat</i> , or animal.	Sch. A, Section 4.5.1	\$50
15	Allow <i>dog</i> , <i>cat</i> , or <i>animal</i> to make <i>noise</i> .	Sch. A, Section 4.6.1	\$100
16	Bring <i>dog</i> , <i>cat</i> animal into <i>Animal Prohibited Area</i> .	Sch. A. Section 4.7.1	\$250
17	Harbor a nuisance <i>dog</i> , <i>cat</i> , or <i>animal</i> .	Sch. A, Section 4.8.1	\$100
18	Harbor a <i>dog</i> , <i>cat</i> , or <i>animal</i> in adverse conditions.	Sch. A, Section 4.8.2	\$200
19	Allow <i>dog</i> , or <i>cat</i> to attack or bite.	Sch. A, Section 5.1.1	\$500

20	Fail to muzzle a vicious <i>dog owners' premises</i> .	Sch. A, Section 5.1.4.(a)	\$100
21	Fail to ensure that a <i>vicious dog</i> is securely leashed <i>owners premises</i> .	Sch. A, Section 5.1.4.(b)	\$100
22	Fail to ensure that a <i>vicious dog</i> is confined within a secured structure in a good state of repair.	Sch. A, Section 5.1.4.(c)	\$100
23	Fail to post a warning sign in a conspicuous location.	Sch. A, Section 5.1.4.(d)	\$100
24	Fail to ensure that a <i>vicious dog</i> is securely leashed.	Sch. A, Section 5.1.5.(a)	\$100
25	Fail to muzzle a <i>vicious dog</i> .	Sch. A, Section 5.1.5.(b)	\$200
26	Fail to report change of ownership or location of a <i>vicious dog</i> .	Sch. A, Section 5.1.6	\$100
27	Fail to perform trapping in a humane manner.	Sch. A, Section 6.4.1 (a)	\$100
28	<i>Set prohibited size trap.</i>	Sch. A, Section 6.4.2 (a)	\$50
29	<i>Set prohibited lethal trap.</i>	Sch. A, Section 6.4.2 (b)	\$200
30	<i>Owner possess more than the allowable number of hens.</i>	Sch. A, Section 7.7.1	\$100
31	<i>Owner fail to confine hens in coop between 9:00 pm and 6:00 am.</i>	Sch. A, Section 7.7.1 (a)	\$100
32	<i>Owner fail to maintain Hen Coop.</i>	Sch. A, Section 7.9.1	\$100
33	<i>Owner fail to maintain Hen Run.</i>	Sch. A, Section 7.10.1	\$100
34	Allow hen to make <i>noise</i> .	Sch. A, Section 7.12.2	\$100
35	Allow hen to be <i>at large</i> .	Sch. A, Section 7.12.3	\$100
36	Person keep a rooster.	Sch. A, Section 7.12.4	\$100
37	<i>Keep animal other than dog, cat, or prescribed bird.</i>	Sch. A, Section 8.1.1	\$500
39	Operate <i>Kennel</i> while suspended.	Sch. A. Section 9.10.1	\$400
40	Interfere with agent.	Sch. A. Section 10.1.1	\$300
41	Interfere with equipment.	Sch. A. Section 10.1.2	\$200
42	Fail to produce documents to agent.	Sch. A. Section 10.1.3	\$100
43	Furnish false information to agent.	Sch. A. Section 10.1.4	\$100

Note: The general penalty provision for the offences above is section 12.1 of By-law No. 2023-999, a certified copy of which has been filed.

**The Corporation of The City of Temiskaming Shores
Appendix "3" of Schedule "A"
To Animal Care and Control By-Law No. 2023-999**

Animal Prohibited Area

	Name	Address or Location
1	New Liskeard Public School	141 Dymond Avenue
2	Temiskaming District Secondary School	90 Niven Street North
3	Ecole Catholique St- Michel	998075 Highway 11 North
4	Ecole Catholique Ste-Croix	304 Rorke Avenue
5	École Secondaire Catholique Ste-Marie	340 Hessle Street
6	Ecole publique des Navigateurs	39 Hessle Avenue
7	English Catholic Central School	245 Shepherdson Road
8	Haileybury Beach	East of the STATO trail and within the confines of the breakwall. This includes all sand, grass, structures, and docks within this boundary. West of the building, includes all sand, grass, the wading pool and playground. The wooden deck is excluded from this ban.
9	New Liskeard Beach	Between the posted signage located adjacent to the culvert at the southwest end of the Pool Fitness Centre and the walkway east of the Pool Fitness Centre.
10	Algonquin Memorial Beach Park	Inside the marked playing surface of the soccer fields, baseball diamonds, skatepark, and horseshoe pits.
11	Rotary Farr Park	Inside the marked playing surface of the soccer fields, baseball diamonds, and shuffleboard court.
12	Mount Pleasant Cemetery	Morissette Drive and Meridian Avenue
13	Farr Historic Cemetery	Cobalt Street
14	Valleyview Cemetery	177150 Shepherdson Road
15	Pioneer Cemetery	High Street and Whitewood Avenue
16	Haileybury Catholic Cemetery	Meridian Avenue
17	North Cobalt Catholic Cemetery	Groom Drive
18	Moore's Cove Catholic Cemetery	Lakeshore Rd South
19	New Liskeard Catholic Cemetery	Dawson Point Road and Peters Road
20	Cobalt Veterans Cemetery	Morissette Drive
21	Silverland Cemetery	Hwy 11B between Haileybury and Cobalt

The Corporation of The City of Temiskaming Shores
Appendix "4" of Schedule "A"
To Animal Care and Control By-Law No. 2023-999

Dog Off-Leash Areas

	Name	Address
1.	Laroque's Field	Cobalt Street
2.	Murray Daniels Field	Lakeview Avenue

**The Corporation of The City of Temiskaming Shores
Appendix "5" of Schedule "A"
To Animal Care and Control By-Law No. 2023-999**

Kennel License Application

Please complete the following information as thoroughly as possible such that a proper evaluation can be conducted. The completed application and related documentation should be mailed or returned to the above noted address. Use additional paper if needed.

For Office use only	
File No.:	BA-20 _____ - _____
Roll No.:	54 - 18 -
Address:	

Name of Applicant: _____

Mailing Address: _____

Phone No.: _____ Email : _____

PROPERTY DESCRIPTION: ARE YOU THE OWNER? Yes No

Street Address: _____

Lot Frontage: _____ Lot Depth: _____

PROPOSED KENNEL INFORMATION

Please indicate which of the following best describes municipal services required in your operation.

- Class 1 Limited services required (i.e., washroom for public use).
- Class 2 Services required (i.e., sinks for washing, cleaning, etc.).

Indicate number of employees in relation to the proposed Kennel business: _____

Number of commercial vehicles: _____ Describe: _____

How many off-street parking spaces are available? (10ft x 20 ft/space): _____

Will you be using signage? NO YES

If YES, attach a separate sheet indicating the dimensions, wording, height, in relation to the ground, and location on the site plan.

Will both sides of the sign be used? NO YES

Give a brief description of the proposed Kennel:

Proposed hours of operation (indicate "CLOSED" if not open on certain days:

Day	Hours	Day	Hours
Monday	_____	Friday	_____
Tuesday	_____	Saturday	_____
Wednesday	_____	Sunday	_____
Thursday	_____	Holidays	_____

The addition of a Kennel under the Building Code is considered a change of use and therefore requires the issuance of a building permit.

Has the Building Department been consulted on this matter? NO YES

CHECKLIST: The Following Documents must accompany this application:

- Property Site Plan showing lot lines, location and dimensions of all structures, parking spaces, entrances, proposed sign location and fence enclosures.
- Interior Floor Plan indicating dimensions and location of all rooms associated with the proposed Kennel License, including storage areas, cages or floor drains, ventilation, heating system, water access.

DECLARATION OF APPLICANT

I _____ certify that:
(Print name)

1. The information contained in this application, the attached schedules, plans, specifications, and other documentation is true to the best of my knowledge.
2. I have authority to bind the corporation or partnership (if applicable).

Date

Signature of applicant

DECLARATION OF OWNER

I _____ certify that:

(Print name)

1. I am the legal owner of the property described on this application, and
2. I have authority to bind the corporation or partnership (if applicable), and
3. I hereby authorize _____ to act as my agent with respect to this application for a Kennel License.

Date

Signature of applicant