

**THE CORPORATION OF THE TOWN OF BLIND RIVER**  
**BY-LAW NO. 19-26**

Being a By-law to Regulate Animals in the Town of Blind  
River

**WHEREAS** the Municipal Act, S.O. 2001, c.25 Sec. 9, 11, 103, 105 and 391 (1), as may be amended from time to time, provides that a Municipality may pass By-laws prohibiting, regulating and restricting the keeping of animals or any class thereof, the destruction thereof and allow for a licensing and animal identification system pursuant to the provisions thereof;

**AND WHEREAS** Section 20 of the Animals Research Act, R.S.O. 1990, Chapter A.22, provides for the impounding and sale or destruction of a dog pursuant to the provisions thereof;

**AND WHEREAS** the Dog Owners Liability Act, R.S.O. 1990 Chapter D.16 provides for the protection of persons and property;

**AND WHEREAS** the Ontario Society for the Prevention of Cruelty to Animals Act, R.S.O., 1990, Chap. O.36, provides special powers to help animals in distress;

**AND WHEREAS** the Council of the Corporation of the Town of Blind River  
ENACTS AS FOLLOWS:

**PART 1 DEFINITIONS**

**1.1** For the purpose of this By-law the following definitions apply;

“**Animal**” means any member of the animal kingdom, other than human, as defined in the Municipal Act;

“**Animal Enclosure**” means an enclosed place for the keeping of animals, but the yard of a property where fencing has been erected on or along the

property lines for the purpose of enclosing, in whole or in part, the yard itself, shall not be deemed to be an animal enclosure;

**“Animal Control Officer”** means the person or company, or their employees, under contract with the Municipality to enforce the requirements of this By-law, or an employee of the Town of Blind River employed to administer and enforce the requirements of this By-law; and that may be referred to hereinafter as the ACO

**“Appeals Committee”** means a Committee appointed by Council to hear dangerous dog order appeals in connection with this By-law;

**“At Large”** or **“Trespass”** means an animal being at any place other than the premises of the owner of the animal and not under the control of the owner or a person acting on behalf of the owner, and in the case of dogs including not being on a leash, except where the owner of the property, other than the animal owner’s property, permits the animal to be on his or her property;

**“Cat”** means a domesticated feline animal, male or female, spayed or neutered or natural, and harboured or kept by any person;

**“Commercial Dog Kennel”** means any building, pen or other structure, but not including a building used for human habitation, in which a dog or dogs not belonging to the owner of the property, in return for payment of a fee, are kept or permitted to be kept by its owner in violation of the requirements for such dog;

**“Corporation”** means The Corporation of the Town of Blind River;

**“Council”** means the Council of the Corporation of the Town of Blind River;

**“Dangerous Dog”** means a dog that in the absence of any mitigating factor has bitten or attacked a person or domestic animal, or has behaved in a manner that poses a menace to the safety of persons or other domestic animals. Dangerous dog also means 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;

**“Domestic Animal”** means an animal kept or living with human beings;

**“Dog”** means a domesticated canine animal, male or female, spayed or neutered or natural, harboured or kept by any person;

**“Dog Kennel”** means any building, pen or structure, but not a building used for human habitation, in which purebred dogs are kept as pets for show and/or breeding;

**“Dwelling Unit”** means one (1) or more habitable rooms occupied or capable of being occupied by a person or a family as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the use of such person or family, with a private entrance from outside the building or from a common hallway or stairway inside the building in which the dwelling unit is located;

**“Impounded”** shall mean seized, delivered, received or taken into the pound or any authorized vehicle operated by an officer pursuant to the provisions of this By-law;

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

**“Leash”** means a rope, chain or other restraining device for a dog which may not exceed 2 metres (6.6 feet) in length, except for pit bull dogs the leash for which shall not exceed 1.8 metres (5.9 feet) in length;

**“Municipality”** means the Town of Blind River;

**“Muzzle”** means a humane fastening or covering device over the mouth of a dog that is strong enough and well-fitted enough to prevent the dog from biting, without interfering with the breathing, panting or vision of the dog or without interfering with the dog’s ability to drink;

**“Muzzle Order”** means an Order issued by the Animal Control Officer or an Officer for a muzzle to be placed on a dog;

**“Officer”** is the Animal Control Officer designated by Council, a Municipal By-law Enforcement Officer designated by Council and a Police Officer of the Municipality;

**“Owner”** means a person who keeps, harbours or has custody of an animal, and, in the case of a minor, “owner” means the person responsible for the custody of the minor. If there is more than one owner of an animal, they are jointly and severally the owner;

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

**“Pit bull”** means the breed of dog which includes:

- a) a pit bull terrier,
- b) a Staffordshire bull terrier breed,
- c) an American Staffordshire terrier breed,
- d) an American Pit Bull Terrier breed,
- e) a member of a class of dogs that have the appearance and physical characteristics that are substantially similar to dogs referred to in (b) through (d) above. In determining whether a dog is a pit bull regard may be had to the breed standards established, for dogs referred to in (b) through (d) above, by the Canadian Kennel Club, the United Kennel Club, the American Kennel Club or the American Dog Breeders Association.

**“Police Work Dog”** means a dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;

**“Pound”** means those premises designated by the Corporation for the detention, maintenance or disposal of animals that have been impounded by an officer and shall include any building or buildings and enclosures maintained on behalf of the Corporation by any person or organization as is duly authorized to do so for the purpose of carrying out the provisions of this By-law and such building or buildings and enclosure shall conform to the Animals for Research Act, 1990, as may be amended;

**“Prohibited Dog”** means:

- a) a pit bull dog that is not restricted,
- b) a pit bull dog, previously designated as a restricted dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog, or
- c) a dog, previously designated as a potentially dangerous dog or a dangerous dog, that is kept or permitted to be kept by its owner in violation of the requirements for such dog.

**“Protective Care”** means the temporary keeping of an animal as a result of an eviction, incarceration, medical or fire emergency, or any other situation that an Officer deems appropriate for the health and safety of the animal;

**“Restricted Dog”** means a dog that is a pit bull that is owned by a resident on August 29, 2005, or it is born before the end of the 90-day period beginning August 29, 2005, and that has been registered by the owner with the Corporation and maintains a valid municipal dog license;

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

**“Veterinarian”** means a member of the College of Veterinarians of Ontario.

## **PART 2 ADMINISTRATION AND ENFORCEMENT**

**2.1** The Animal Control Officer shall be responsible for the administration of this By-law, and the Animal Control Officer, a By-law Enforcement Officer and any Police Officer of the Town shall be responsible for the enforcement of this By-law.

## **PART 3 CARE OF ANIMALS**

### **3.1 TETHERS**

**3.1.1** No Person shall keep an Animal Tethered unless:

- a) the Tether is a minimum of four (4) metres in length; and
- b) the Animal has unrestricted and unobstructed movement within the range of the Tether; and
- c) the Animal has access to water, food and shelter; and
- d) the Animal is Tethered in a way that it will not injure itself.

**3.1.2** In no case shall a Tether permit the Animal to go beyond the limits of the Person's lands that form a part of the Person's Premises.

**3.1.3** In no case shall a Person Tether an Animal by tying or affixing a rope, cord, chain or any other restraining device directly around the Animals neck.

### **3.2 KEEPING ANIMAL UNDER SANITARY CONDITIONS**

**3.2.1** Every Person who keeps an Animal within the Town shall keep the Animal, or cause the Animal to be kept on Premises that are free from the accumulation of fecal or other waste matter, foul odour, insect infestation, rodent attractants or any other unsanitary condition that disturbs or is likely to disturb the enjoyment, comfort or convenience of any Person or Animal, or that may endanger the health of any Person or Animal.

## **PART 4 DOGS & CATS**

### **4.1 REGISTRATION**

#### **4.1.1 Every Owner of a Dog or Cat shall:**

- a)** Register the Dog or Cat with the Town by completing a Dog or Cat License Form provided by the Town and pay the applicable registration fee set out in the Fees By-law; and
- b)** in order to qualify for any discounted registration fee set out in the Fees By-law the Owner shall at time of registration provide proof of sterilization; and
- c)** where a Dog or Cat is ten (10) months of age or older, the Owner shall at time of registration, provide proof of current immunization against rabies or, provide in writing from a licensed veterinarian an exemption from rabies vaccination; and
- d)** renew the registration annually before March 1<sup>st</sup> of each year; and
- e)** ensure the Dog or Cat identification tag, issued as part of the registration, is displayed on the dog or cats collar, and that the collar is affixed to the dog or cat while the dog or cat is off the Owner`s Premises; and
- f)** obtain a replacement tag within forty eight (48) hours by paying the fee as set out in the Fees By-law in the event that such tag is lost; and
- g)** pay any additional applicable fee set out in the Fees By-law where the dog is registered on or after March 1<sup>st</sup>.

**4.1.2** The Owner of a Dog or Cat shall notify the Town within fourteen (14) days of the termination or death of a Dog or Cat registered with the Town or of any changes to the information provided.

**4.1.3** The Town shall provide the Owner with an identification tag for each Dog or Cat registered in accordance with this By-law.

**4.1.4** No Person shall use an identification tag for any Dog or Cat other than the Dog or Cat for which such identification tag was issued.

- 4.1.5 No Person shall provide the Town with any false information in respect of the registration, or renewal of a registration of a Dog or Cat.
- 4.1.6 Notwithstanding article 4.1.1, where the Officer is satisfied that a Person who is Disabled is the Owner of a Service Dog and used to assist such Disabled Person, there shall be no fee payable by the Owner for a license under this section.
- 4.1.7 Notwithstanding article 4.1.1, where the Dog is a police working dog, there shall be no fee payable by the Owner for a license under this section.
- 4.1.8 A Dog or Cat registration fee paid pursuant to this By-law is non-refundable and non-transferable in whole or in part.

## **4.2 LEASHING AND AT LARGE**

- 4.2.1 No Owner shall permit a Dog or Cat to be At Large in the Municipality.
- 4.2.2 No Person shall permit a Dog or Cat to enter upon the private property of another Person or to remain on the private property of another Person without that Property Owners prior consent.
- 4.2.3 No Person shall permit a Dog or Cat to enter upon or remain in an area where Dogs or Cats are prohibited by posted Official Signs.
- 4.2.4 No Owner of a Dog or Cat shall use a leash or other restraining device that exceeds two (2) metres in length, but in no case shall an Owner use a leash of a length that does not enable proper control of the Dog or Cat.
- 4.2.5 The Owner of a Dog or Cat shall control a Dog or Cat by means of a leash that is held or affixed to the individual.
- 4.2.6 For the purpose of article 4.2.5, a Dog or Cat shall not be deemed to be controlled by a leash if the leash is attached to an immovable object, a Motor Vehicle or a bicycle.
- 4.2.7 No Person shall permit a Dog or Cat to be left unattended while tethered or tied on premises where the public has access.



**4.2.8** No Person shall use a collar on a Dog or Cat that restricts, or may restrict, the animal's ability to breathe or swallow or that causes or may cause the Dog or Cat discomfort.

**4.2.9** Articles 4.2.1 to 4.2.5 inclusively and 4.2.7 shall not apply to:

- a) Police working Dogs while they are in the course of fulfilling their duties;
- b) Hunting Dogs that are under the direct supervision of an individual who is a bona fide hunter actively engaged in hunting in accordance with applicable law to whom has been issued such necessary licenses and permits as may be required by such applicable law; and provided that such individual has obtained the prior consent of the registered Owner or tenant having the authority to grant permission to use the parcel of land on which the hunting Dogs are At Large, which consent is obtained prior to the date of the occasion on which the Dogs are At Large;
- c) any events authorized by the Town which allows for Dogs or Cats to be off-leash: and
- d) Approved Dog Park.

### **4.3 IMPOUNDMENT OF DOGS OR CATS**

**4.3.1** Any Officer may seize any Dog or Cat that is found At Large in the Town and may cause such Dog or Cat to be delivered to the Pound.

**4.3.2** Any individual may seize any Dog or Cat that is found At Large in the Town and such individual shall immediately contact ACO, cause such Dog or Cat to be delivered to the Pound or, if known, return the Dog or Cat to its Owner.

**4.3.3** A Dog or Cat seized pursuant to articles 4.3.1 or 4.3.2 shall be considered impounded at the time and place when it comes under the control of an Officer or, in any other case, when delivered to the Pound.

**4.3.4** Upon seizing or taking possession of any seized Dog or Cat, the Pound shall impound the Dog or Cat and make reasonable efforts to determine the identity of the Owner of the Dog or Cat and inform such Person that their animal has been impounded.

**4.3.5** The Pound shall keep any Dog or Cat impounded pursuant to this By-law for a redemption period of three (3) days. This redemption period shall be calculated by excluding:

- a) the day on which the dog was impounded; and
- b) statutory holidays; and
- c) days on which the Pound is closed.

**4.3.6** During the redemption period, the Pound:

- a) may provide such veterinary care or other care for an injured or ill impounded Dog or Cat as may be necessary to sustain its life or relieve any distress; and
- b) shall be entitled to recover from the Owner of the Dog or Cat, the cost of any veterinary or other care provided while the Dog or Cat was impounded; and
- c) may euthanize an impounded Dog or Cat without delay if, in the opinion of the Pound Keeper or Officer, such action is warranted for humane reasons; and
- d) shall be entitled to recover from the Owner of the Dog or Cat any fees, including Pound Fees, for the redemption of the Dog or Cat.

**4.3.7** During the redemption period, the Owner of a Dog or Cat impounded may obtain release of such Dog or Cat by first:

- a) paying the redemption fee and any veterinary expenses incurred in relation to the Dog or Cat while it was impounded, in accordance with article 4.3.6; and
- b) providing evidence that the Dog or Cat is registered in accordance with the requirements of this By-law or, if the Dog or Cat is not registered, by registering the Dog or Cat with the Town in accordance with article 4.1.1 of this By-law; and
- c) taking any other action in relation to the care or control of the Dog or Cat that the Town may direct.

**4.3.8** After the expiration of the redemption period, the Town may:

- a) release the Dog or Cat to its Owner upon compliance with article 4.3.7 of this By-law; or
- b) keep, sell, euthanize or dispose of the Dog or Cat in accordance with the provisions of the Animals for Research Act, R.S.O. 1990, c. A.22, as amended.

**4.3.9** Where a Dog has been impounded and it has been alleged that the Dog has Bitten or Attacked a Person or Domestic Animal and proceedings have been commenced against the Owner of the Dog under the Dog Owner's Liability Act, 1990, R.S.O. 1990, c.D.16 as amended, the Town will hold the Dog until the matter has been finally disposed of and will release the Dog only in such manner and to such Person as will ensure that the decision, if any, with respect to such matters will be complied with. Where the final disposition results in a court order matters will be complied with. Where the final disposition results in a court order under the Dog Owner's Liability Act, 1990, R.S.O. 1990, c.D.16 as amended, the Owner of the Dog shall pay any fees for the time for which the Dog has been impounded regardless of whether or not the Dog is released to the Owner.

**4.3.10** An Owner of a dog may give up ownership of the Dog by surrendering the Dog to the ACO.

**4.3.11** By surrendering the Dog to the ACO, the Owner is deemed to have relinquished all rights of Ownership and possession of the Dog.

**4.3.12** To surrender the Dog to a ACO, the Owner shall complete a Volunteer Surrender Form and pay the appropriate fees as set out in the Fees By-law at the time of Surrender.

**4.3.13** A Dog that has been surrendered to the ACO becomes the property of the Town and may be kept or disposed of as the Town deems appropriate, including:

- a) placing the Dog for Adoption; or
- b) euthanasia in the case where in the opinion of the ACO, the Dog is not suitable for adoption or should be euthanized for humane reasons.

**4.3.14** During the impoundment of a Dog or Cat the Pound keeper shall keep records as per Town of Blind River Pound Guidelines.

#### **4.4 DANGEROUS DOGS**

**4.4.1** Where an Officer becomes aware that a Dog has bitten or attacked an individual or animal without provocation, the Officer may, by written order delivered personally to the Owner of the Dog or sent by registered mail to the last known address of the Owner of the Dog, requiring the Owner to comply with or all of the requirements set out in this subsection within the time period stipulated in said order, and the Dog shall thereafter be deemed to be a Dangerous Dog and the Owner shall comply with such order.

**4.4.2** Every Person who owns or keeps a Dangerous Dog shall keep the Dangerous Dog restrained in accordance with the provisions of this By-law.

**4.4.3** Every Owner of a Dangerous Dog shall at all times while the Dangerous Dog is not in the Owner's Dwelling Unit, but is otherwise within the boundaries of the Owner's Premises, ensure that:

- a) the Dog wears a Muzzle in accordance with article 4.5.3; and
- b) the Dog is securely Tethered in accordance with subsection 3.1.1 of this By-law; or
- c) the Dog is contained within an area securely enclosed by a locked fence of an appropriate height for the breed of Dog, or an area enclosed by other means such that the Dog cannot come into contact with members of the public or other Animals; or escape from such enclosure; and
- d) a sign, no smaller than 5" x 7" (12.7cm x 17.8cm), is displayed at all entrances to the property upon the Dog is kept, bearing words and a symbol that warn that a Dangerous Dog resides on the Property.

**4.4.4** Every Owner of a Dangerous Dog shall, at all times while the Dog is not within the Owner's Premises, Keep the Dog:

- a) under the control of an individual who is eighteen (18) years of age or older; and

- b) on a leash that does not exceed 1.8 metres in length; and
- c) Muzzled in accordance with article 4.5.3.

**4.4.5** Every Owner of a Dangerous Dog shall notify the Town immediately if the following should occur:

- a) any change in Ownership or residence of the Dangerous Dog and provide the name, current address and telephone number of the new Owner; or
- b) the Dog is At Large, Attacks or Bites any Person or Animal; or,
- c) the Dog becomes deceased.

**4.4.6** The Owner of a Dangerous Dog shall ensure that the Dog is spayed or neutered and that the required license fee is paid for a Dog as set out in the User Fees By-law.

**4.4.7** An Officer shall have the authority to make whatever inquiry is deemed necessary to ensure compliance with subsection 4.4 of this By-law.

**4.4.8** No Person shall keep a Dangerous Dog in the Town if the Dangerous Dog has been found At Large in the Town or not restrained when on the Premises of the Owner of the Dangerous Dog, or not restrained in accordance with written directives of an Officer.

**4.4.9** Subsection 4.4 of this By-law shall not apply to police working Dogs while they are carrying out their duties.

#### **4.5 DOG BITES AND MUZZLING OF DOGS**

**4.5.1** No Owner of a Dog shall willfully cause a Dog, allow or permit a Dog through neglect or failure to control to, without provocation, bite, attack or chase an individual or another Animal, or to damage any property.

**4.5.2** Every Owner of a Dog shall notify the Algoma Public Health Unit immediately where a Dog Bites any Person.

**4.5.3** No Owner shall Muzzle a Dog in any manner that restricts, or may restrict, the Dog's breathing, its ability to drink water or in any manner that causes the Dog pain, suffering or injury.

#### **4.6 REMOVAL OF EXCREMENT**

**4.6.1** Every Owner of a Dog shall immediately remove any excrement left by a Dog on any public or private property and dispose of it in a proper waste receptacle.

**4.6.2** Article 4.6.1 does not apply to:

- a) the handler of a Service Dog, where the handler is unable to remove the excrement left by such Dog due to a physical disability or impediment; or
- b) a police working Dog while carrying out its duties.

#### **4.7 NUMBER OF DOGS & CATS RESTRICTED**

**4.7.1** No Person shall keep or permit in or about any dwelling unit or premises more than four (4) Dogs or more than four (4) Cats, provided however, that the combined maximum of dogs and cats together shall not exceed four (4) over twelve (12) weeks of age except where:

- a) the Premises consists of lands zoned and used for agricultural purposes;
- b) the Premises is licensed by the Town as a Kennel; or
- c) the Premises is a Pet Shop; or
- d) the Premises is used as a Pound; or
- e) the Premises is an accredited Veterinary Facility under the supervision of a veterinarian licenced pursuant to the Veterinarians Act, R.S.O. 1990, c.V.3, as amended; or
- f) the Premises is a Recognized Animal Shelter; or
- g) the Person has registered and been granted an exemption.

**4.7.2** Notwithstanding subsection 4.7.1 of the By-law, any Person who owns more than the permitted number of Dogs and/ or Cats on the date this By-law comes into force shall be permitted to keep those Dogs and/ or Cats, and the exemption shall only be for the lives of those specific Dogs and/ or Cats. No additional Dogs and/ or Cats shall be acquired that would have the effect of maintaining a total number of Dogs and/ or Cats in excess of the limits stated in subsection 4.7.1 of this By-law.

#### **4.8 IMPOUNDMENT FEES**

**4.8.1** Where a dog or cat is seized and impounded, or impounded for protective care, the owner, if known, shall be liable for the impound fees, board fees and veterinarian fees in an amount determined in accordance with the Fees By-law, whether the dog or cat is claimed from the pound or not and shall pay all fees on demand by the Animal Control Officer. Any amount not paid shall be a debt to the Town of Blind River and recoverable as such. In appropriate humanitarian circumstances, as determined by the CAO/Clerk, the Clerk, may, in his or her discretion, waive all or part of the impound fees, board fees and veterinarian fees, or provide for delayed or instalment payments of same,

### **PART 5 GENERAL PROVISION**

#### **5.1 ANIMALS IN A VEHICLE**

**5.1.1** For the purpose of this section, “roadway” means any street, highway or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles.

**5.1.2** No Person shall cause an Animal to be confined in an enclosed space, including a Motor Vehicle, without adequate ventilation.

**5.1.3** No Person shall leave an Animal unattended in a Motor Vehicle if the weather conditions are not suitable for containment of an Animal.

**5.1.4** No person shall allow an Animal to be outside the passenger cab of a truck or Motor Vehicle while on a roadway, regardless of whether the truck or Motor Vehicle is moving or parked unless the Animal is:

- a) in a fully enclosed trailer; or
- b) in a fully enclosed bed of a truck or Motor Vehicle, the dimensions of which permit the Animal to fully stand up, sit down, turn around and lay down; or
- c) Contained in a ventilated cage, crate or similar device manufactured for the confinement or transport of an Animal and which is securely fastened to the bed of a truck or Motor Vehicle; or
- d) securely Tethered using a suitable body harness and in such a manner that the Animal is not standing on bare metal or plastic, cannot jump, slide or be thrown from the truck or Motor Vehicle, is not in danger of strangulation, and can't reach beyond the outside edge of the side or back of the truck or Motor Vehicle.

**5.1.5** No Person shall keep an Animal in any Motor Vehicle, part of a Motor Vehicle or trailer attached to a Motor Vehicle where doing so causes, or may cause, the Animal illness, pain, injury or suffering or to become subject to undue or unnecessary hardship, privation or neglect.

**5.1.6** An Officer may use any reasonable means as are necessary to remove an Animal in need of assistance from any Motor Vehicle, trailer or any enclosed space.

**5.1.7** The Owner of a Motor Vehicle involved in an offence referred to in this subsection is guilty of an offence, unless that vehicle Owner satisfies the court that the vehicle was:

- a) not being driven or parked by the Owner; and
- b) that the individual driving or parking the vehicle at the time of the offence did so without the vehicle Owner's express or implied consent.

## **PART 6 ADMINISTRATION AND ENFORCEMENT**

### **6.1 APPLICATION AND ENFORCEMENT**

**6.1.1** This By-law shall apply to any and all Property, Animals, Persons and Individual within the geographic limits of The Town of Blind River.



- 6.1.2** Unless otherwise provided for herein, all provisions of this By-law may be enforced by an Officer.
- 6.1.3** An Officer may issue an order or direction requiring that a Person comply with the provisions of this By-law.
- 6.1.4** An Officer may issue a Muzzle Order to any Owner of a Dangerous Dog, containing such particulars as the Officer deems necessary concerning compliance with this By-law or deemed necessary by the Officer for the safety of the public; any order may be served by delivering it personally to the owner of the Dog or by registered mail to the last known address of the Owner of the Dog.
- 6.1.5** An Owner of a Dog may apply for and is entitled to a hearing before the Appeals Committee in respect of an order, provided the application for a hearing is made in writing and delivered to the Clerk along with the hearing fee set out in the Fees By-law within fourteen (14) days after the order has been served.
- 6.1.6** An order takes effect when it is served on the Person to whom it is directed and remains fully in effect unless it has been varied by the Committee. An application by the Owner of the Dog for a hearing under this By-law does not act as a stay of any requirement imposed by an order.
- 6.1.7** The Appeals Committee may:
- a) confirm, vary, or reverse the declaration in an order as the case may be; or
  - b) confirm or vary any of the requirements of the order as the Committee considers appropriate; or
  - c) Exempt the Owner of the Dog in whole or in part from any of the requirements of an order, subject to such terms and conditions as the Committee considers appropriate; or
  - d) impose conditions which, if fulfilled to the satisfaction of the Committee, will permit the Committee in its sole discretion to vary or exempt the Owner from some or all of the terms or restrictions in an order; or
  - e) combine any confirmation, variance, condition, or exemption of any of the requirements in an order as the Committee considers appropriate.

**6.1.8** Any notice or document that has been served pursuant to the provisions of this By-law by prepaid registered mail shall be deemed to have been received by the Person to whom it is addressed on the fifth (5<sup>th</sup>) day after the day it is mailed.

**6.1.9** An Officer may enter upon any Premises at any reasonable time for the purpose of carrying out an inspection for the purpose of determining whether or not:

- a) the provisions of this By-law are being complied with; or
- b) an order under this By-law is being or has been complied with.

**6.1.10** Every Owner of a Premises shall permit an Officer to enter such Premises for the purpose of article 6.1.12.

**6.1.11** No Person shall hinder or obstruct any Officer or any individual lawfully acting in aid of such Officer, in the execution of their duties under this By-law.

**6.1.12** No Person shall refuse to produce any documents or things required by an Officer in the exercise of a power or performance of a duty under this By-law.

**6.1.13** No Person shall knowingly furnish false information to an Officer.

## **6.2 OFFENCES AND PENALTIES**

**6.2.1** Every Person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33.

## **6.3 VALIDITY**

**6.3.1** Should a court of competent jurisdiction declare a part or the whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law survive and be applied and enforced in accordance with its terms to the extent possible under the law so as to provide a minimum standard for the care and control of Animals and for the safety and security of individuals and property.

**6.3.2** Where a provision of this By-law conflicts with the provisions of another By-law, any legislation, or other regulation in force within the Municipality, the provision that establishes the higher standards for the care and control of Animals and the safety and security of individuals and/ or property shall prevail.

**6.3.3** Nothing in this By-law relieves a Person from complying with any provisions of any federal or provincial law or regulation, other By-law or any requirement of lawful permit, order or license.

**6.3.4** Where this By-law refers to another act, By-law, regulation or agency, it includes references to any act, by-law, regulation or agency that may be substituted therefore.

#### **6.4 FEES**

**6.4.1** Any fee required by or described in this By-law shall be as set out in the Fees By-law, as amended.

#### **6.5 TRANSITION RULES**

**6.5.1** After the date of the passing of this By-law, those By-laws identified under subsection 6.6 shall apply only in those instances in which an order has been issued prior to the date of the passing of the By-law, and then only in such instances until such time as the actions required by such order have been completed or any enforcement proceedings with respect to such order have been concluded.

**6.5.2** An existing license issued under By-law 1642 being a By-law to “Regulate Dogs of animals running at large and to provide for the licensing thereof”, remains valid until the term of such license expires.

#### **6.6 BY-LAWS REPEALED**

**6.6.1** The following By-laws of the Corporation of The Town of Blind River and any amendments made thereto are hereby repealed.

By-law 1642

By-law 1741

## 6.7 ENACTMENT

6.7.1 This By-law comes into force on the date of passing.

PASSED IN OPEN COUNCIL THIS 15 DAY OF April, 2019.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO/Clerk

### CERTIFICATION BY THE CLERK:

I, K. Scott, CAO/Clerk of the Corporation of the Town of Blind River, do hereby certify that the above is a true certified copy of By-Law No. 19-26 which was passed in Open Council on the 15 day of April, 2019.

\_\_\_\_\_  
K. Scott