

**The Corporation of the Municipality of
St.-Charles**

AGENDA

Special Meeting of Council

May 31, 2023 at 6:00 PM
Council Chambers (Municipal Office)
St.-Charles, Ontario

1.0 MEETING CALLED TO ORDER & ROLL CALL

- 1.1 Resolution to open the meeting

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Special Meeting of Council at 6:00 p.m. on May 31, 2023.

- 1.2 Indigenous Lank Acknowledgement

2.0 ADOPTION OF AGENDA

- 2.1 Resolution to adopt the agenda

BE IT RESOLVED THAT the agenda for the Special Meeting of Council held May 31, 2023 be adopted as presented.

3.0 DISCLOSURES OF PECUNIARY INTEREST

4.0 PRESENTATIONS AND DELEGATIONS

5.0 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC

6.0 NOTICE OF MOTIONS

7.0 CLOSED SESSION (if necessary and by resolution)

8.0 STANDING COMMITTEE RECOMMENDATIONS/REPORTS - MOTIONS

8.1 PLANNING & DEVELOPMENT COMMITTEE

Chair Councillor Joshua Lachance / Co-Chair Mayor Paul Branconnier

- 8.1.1 Report to Council - Update - Travel Trailer Licencing By-Law and Zoning By-Law Amendment
Prepared By: Andrea Tarini, CBO / By-Law Officer

8.2 PROTECTION TO PERSONS & PROPERTY COMMITTEE

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

- 8.2.1 Report to Council - Agreements for Canine Control Services and Pound Keeper Services
Prepared By: Andrea Tarini, CBO / By-Law Officer
- 8.2.2 Report to Council - Update - Responsible Animal Ownership By-Law
Prepared By: Andrea Tarini, CBO / By-Law Officer

9.0 BY-LAWS

9.1 First and second reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Laws:

- By-Law 2023-18 - Being a By-Law to Enter into an Agreement with the Municipality of French River for Animal Control Services
- By-Law 2023-19 - Being a By-Law to Enter into a Service Contract Agreement with the North Bay and District Humane Society
- By-Law 2023-20 - Being a By-Law to Appoint Animal Control By-Law Enforcement Officers for the Corporation of the Municipality of St.-Charles

9.2 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-18.

9.3 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-19.

9.4 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-20.

10.0 ADDENDUM (if required and by resolution)

11.0 ADJOURNMENT

11.1 Resolution to adjourn the meeting

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Special Meeting of Council at _____ p.m. on May 31, 2023.



Sudbury East Building and By-Law Services (SEBBS)

Report for the Consideration by Council

Shared Services in the Municipalities of French River, Killarney, and St.-Charles

RE: Update – Draft Travel Trailer Licencing By-Law and Zoning By-Law Amendment

OBJECTIVE:	To inform Council of next steps to implementing Travel Trailer Licensing legislation.
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BACKGROUND:

SEBBS and the Sudbury East Planning Board (“SEPB”) are continuing the process of passing the Travel Trailer Licensing By-Law along with the Zoning By-Law Amendment.

In March 2023, staff was directed to include language allowing Travel Trailers, with a licence, on vacant lots for the purpose of developing the property (installing culverts, cutting down trees, landscaping etc.) in anticipation of applying for a Building Permit.

The SEPB prepared a Zoning By-Law Amendment (ZBA) in 2021 to allow the use of Travel Trailers with licences on residential property, defined Park Model trailers as distinct from Travel Trailers and also allowed the use of Park Model Trailers on properties zoned Commercial Tourist and Waterfront Commercial Tourist.

ANALYSIS:

The latest version of the Draft By-Law allows Travel Trailers on vacant property as long as a licence has been purchased. Staff recommends that the cost of the vacant land licence be the same as the annual travel trailer licence since it will take the same amount of time and work to administer the licence.

The ZBA was circulated in 2021 but the By-Law was not brought to Council at that time. There was an appeal to the ZBA in French River and staff wanted to see if the appeal process would lead to any changes to the legislation. While the appeal is still an issue in the French River, it appears to be coming to a resolution, and this legislation has been passed in other Municipalities without issue. Staff recommends that Council direct SEPB to recirculate the ZBA to residents and to inform Council of when it can be brought to Council to be passed.

Once the ZBA is passed, Council will then be able to pass the Travel Trailer Licencing By-Law.

RECOMMENDATIONS:

That Council review and comment on the Draft Travel Trailer Licensing By-Law including deciding on licencing fees.

That Council direct the SEPB to re-circulate the ZBA and to then present the By-Law to Council.

ATTACHMENTS:

- Zoning By-Law Amendment
- Draft Travel Trailer Licensing By-Law

Respectfully submitted by:

Andrea Tarini, CBO / By-Law Officer

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 202*-**

**BEING A BY-LAW TO AMEND ZONING BY-LAW 2014-26, AS AMENDED
(Municipality of St.-Charles)**

WHEREAS By-law 2014-26 Municipality of St.-Charles has been passed, being a Zoning By-law to regulate the use of land and the character, location, and use of buildings and structures, in the Municipality of St.-Charles, under the authority of Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13;

AND WHEREAS the Council for the Municipality of St.-Charles may amend such By-law in accordance with the provisions of Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13;

AND WHEREAS the Council for the Municipality of St.-Charles has reviewed the 2014 By-law and deemed it appropriate to initiate a change to amend such By-law;

**NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES ENACTS AS FOLLOWS:**

1. By-law 2014-26 of the Municipality of St.-Charles is hereby amended as follows:

To remove the following:

6.35 (i) "No person shall, except where specifically permitted by this By-law, use any tourist or travel trailer for the purpose of providing temporary or permanent living or eating accommodation."; and

6.35 (j)(ix) "Travel Trailers: No travel trailer shall be located and used on a parcel of land in any zone other than a zone which specifically lists such travel trailer as being a permitted use."

To replace with the following:

6.35 (i) Travel Trailers

The provisions of this by-law shall not apply to prevent the use of any travel trailer provided that such travel trailer complies with the By-laws licensing travel trailers within the Municipality.

2. Section(s) 5, "DEFINITIONS" of By-law 2014-26 of the Municipality of St.-Charles is hereby amended by the addition of the following:

178.1 Park Model Trailer shall mean a recreational unit constructed to CSA Standard Z-241

that is built on a single chassis mounted on wheels, is designed to allow relocation from time to time, is designed as living quarters for seasonal camping between May 1 and October 31 and may be connected to those utilities necessary for operation of installed fixtures and appliances, but does not include a travel trailer, mobile home or modular home. Any park model trailer shall conform to the relevant sections of the Ontario Building Code.

3. Section(s) 5, “DEFINITIONS” of By-law 2014-26 of the Municipality of St.-Charles is hereby amended by the addition of the following:
 - a) Definition of 5.74 **Dwelling- Mobile Home**, is hereby amended by adding “a park model trailer,” directly after “but does not include...”.
 - b) Definition of 5.75 **Dwelling – Modular Home** is hereby amended by adding “or a park model trailer” directly after “but does not include a mobile home dwelling”.
 - c) Definition of 5.237 **Travel Trailer** is hereby amended by adding “or a park model trailer.” directly after “...but does not include a mobile home”.
 - d) Definition of 5.234 **Trailer Park** is hereby amended by adding “or a park model trailer”, directly after “any travel or tent trailer”.
4. Section(s) 5, “DEFINITIONS” of By-law 2014-26 of the Municipality of St.-Charles is hereby amended as follows:

To remove the following:

204. **Recreational Vehicle** shall mean a vehicle designed and built to be carried or towed by a motor vehicle, or a unit designed and built to be transported on its own wheels or on water, for purposes of providing temporary living accommodation or recreational enjoyment and shall include, for example, motor homes, travel trailers, tent trailers, watercraft, personal watercraft, snowmobiles, or other like or similar equipment, but does not include bicycles.

To replace with the following:

204. **Recreational Vehicle** shall mean a vehicle designed to provide temporary living, sleeping or eating accommodation for travel, vacation, seasonal camping or recreational use and designed to be driven, towed, transported or relocated from time to time on its own wheels or on water, whether or not the vehicle is jacked up or its running gear is removed, and with a size as defined by the Canadian Standards Association (CSA). A recreational vehicle shall not be used as the principal place of residence of the occupant. A recreational vehicle shall include units further described as a motor home, travel trailer, fifth wheel trailer, truck camper, tent trailer, park model trailer and similar mobile vehicles, watercraft, personal watercraft, snowmobiles, or other like or similar equipment, but excludes a mobile home.

4. This By-law shall take effect on the date of passage and come into force in accordance with Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS _____th DAY OF _____, 202*.**

MAYOR

CLERK

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2023-XX

**BEING A BY-LAW TO LICENSE TRAVEL TRAILERS IN THE MUNICIPALITY OF
ST.-CHARLES**

WHEREAS Section 164 of the *Municipal Act, S.O. 2001*, as amended, authorizes a municipality to pass By-Laws to license travel trailers;

NOW THEREFORE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:

SECTION 1 - TITLE AND APPLICATION

- 1.1 This By-Law shall be cited as the "Travel Trailer License By-Law".
- 1.2 This By-Law does not apply to:
- a) Assessed Trailers as defined in Section 2.2; and,
 - b) Travel Trailers located in Campgrounds as defined in Section 2.4.
- 1.3 This By-Law applies to any travel trailer, even if the travel trailer was placed on the property prior to the date of the enactment of this By-Law.

SECTION 2 - DEFINITIONS

In this By-Law:

- 2.1 **APPLICANT** means a person applying for a licence under the requirements of this By-Law.
- 2.2 **ASSESSED TRAILER** means any trailer legally located on a property and that is assessed under the *Assessment Act*, as amended.
- 2.3 **CALENDER YEAR** means a one (1) year period that begins on January 1 and ends on December 31 based on the commonly used Gregorian calendar.
- 2.4 **CAMPGROUND** means a commercial establishment described in, and permitted in accordance with the Zoning By-Law, as amended, which is used for seasonal recreational activity as grounds for camping, and wherein camping in travel trailers

is permitted.

- 2.5 **CHIEF BUILDING OFFICIAL (CBO)** means the person appointed by Council of the Municipality under the *Building Code Act*, S.O. 1992, c 23, as amended, or the person who is appointed to act in that capacity during his or her absence.
- 2.6 **CLERK** means the Clerk of the Municipality, or any other person designated to perform the duties of Clerk for the Municipality.
- 2.7 **COUNCIL** means the elected Council of the Municipality of St.-Charles.
- 2.8 **GREY WATER** means wastewater of domestic origin that is derived from fixtures (sinks, tubs, showers etc.) other than from sanitary units (toilets, urinals, etc.).
- 2.9 **SEWAGE** means wastewater of domestic origin that may contain excrement and is derived in whole or in part from sanitary unit fixtures (toilets, urinals, etc.).
- 2.10 **LICENCE** means a licence issued under this By-Law by the Municipality for the authorized use of a travel trailer to be used between May 1st and November 30th in the same calendar year.
- 2.11 **MOBILE HOME** means any dwelling unit that is designed to be made mobile and constructed or manufactured to provide a permanent residence, but does not include a modular home, dwelling, travel trailer, tent trailer, park model trailer or motor home otherwise designed.
- 2.12 **MODULAR HOME** means a dwelling unit constructed in accordance with the *Ontario Building Code* and composed of components substantially assembled in a manufacturing plant and transported to the building site of final assembly on a permanent foundation, but does not include a mobile home, park model trailer or travel trailer.
- 2.13 **MUNICIPALITY** means the Corporation of the Municipality of St.-Charles and shall be defined as the lands and premises within the corporate limits.
- 2.14 **MUNICIPAL LAW ENFORCEMENT OFFICER (MLEO)** means the officer in charge of the By-Law enforcement of the Municipality or his or her authorized subordinates or assistants.
- 2.15 **PARK MODEL TRAILER** shall mean a recreational unit constructed to CSA Standard Z-241 that is built on a single chassis mounted on wheels, is designed to allow relocation from time to time, is designed as living quarters for seasonal camping between May 1 and October 31 and may be connected to those utilities necessary for operation of installed fixtures and appliances, but does not include a travel trailer, mobile home or modular home. Any park model trailers shall conform to the relevant sections of the *Ontario Building Code* as amended.

- 2.16 **PERMANENT BASIS** means either year-round occupancy or occupancy by persons who do not maintain a usual or normal place of residence elsewhere.
- 2.17 **PERSON** means an individual, a corporation, a tenant, an association, a chartered organization, a firm, a partnership, an agent or trustee and the heirs, executors, or other legal representatives of a person to whom the context can apply according to law.
- 2.18 **PUBLIC HEALTH SUDBURY AND DISTRICT** is the authority having jurisdiction of sewage and grey water systems for all municipalities within the District of Sudbury.
- 2.19 **SEWAGE** means wastewater of domestic origin that may contain excrement and is derived in whole or in part from sanitary unit fixtures (toilets, urinals, etc.).
- 2.20 **STORED TRAILER** means any travel trailer located on a property only for the purpose of storing such travel trailer for use at any location other than the property upon which it is stored.
- 2.21 **TRAILER PARK** means any land in or upon which any travel or tent trailer is used or intended to be used for temporary human occupation by the travelling public and shall not include a mobile home park.
- 2.22 **TRAVEL TRAILER** means any vehicle so constructed that it is suitable for being attached to a motor vehicle for the purpose of being drawn or is propelled by a motor vehicle and is capable of being used for the living, sleeping, or eating accommodation of persons on a temporary, transient, or short-term basis, even if the vehicle is jacked up or its running gear is removed. Examples include but are not limited to a tent trailer, a camper trailer, a recreational trailer, a fifth wheel, a bus converted into a motor home, a motor home, a truck camper, but does not include a mobile home, modular home, or park model trailer.
- 2.23 **USE** shall mean to temporarily occupy a travel trailer for the purposes of non-commercial human habitation which includes living and / or sleeping and / or eating and / or using sanitary facilities and/or accommodation within the travel trailer for any period of time;
- 2.24 **VACANT LAND** means any parcel or combination of parcels of real property without industrial, commercial, or residential buildings.

SECTION 3 - PROHIBITIONS

- 3.1 No person shall use a travel trailer unless it meets the description established in this By-Law.

- 3.2 No person shall use or allow a travel trailer to be used for longer than fourteen (14) cumulative days in a calendar year within the Municipality unless the person has first obtained a licence under the provisions of this By-Law. For clarity, the requirement to obtain a licence applies to travel trailers which were located on a property prior to the date of passage of this By-Law.
- 3.3 A licence issued pursuant to this By-Law authorizes the use and maintenance of a travel trailer for temporary accommodations only. The issuance of a licence does not grant the licensee the authority to occupy the travel trailer on a permanent basis. Without limiting the generality of the foregoing, no person shall occupy or permit to be occupied a travel trailer during the period ending November 30th of a calendar year and commencing May 1st of the following calendar year.
- 3.4 No person shall construct or erect or allow the construction or erection of an enclosure, roof-over, permanent canopy, extension, sunroom addition or other structure, or a patio, stairs, or walkway that is permanent in association with or connected to a travel trailer. This prohibition does not apply to a deck that complies with all of the following:
- 3.4.1 The total area does not exceed 10 m²;
 - 3.4.2 No portion of the deck is more than 60 cm above grade;
 - 3.4.3 No portion of the deck is attached to the travel trailer;
 - 3.4.4 The deck does not have the effect of rendering the travel trailer as a permanent structure on a lot; and,
 - 3.4.5 The deck complies with the setbacks as described in the Zoning By-Law, as amended.
- 3.5 The presence of one (1) or more stored travel trailers on a conveyable parcel would not preclude the issuance of a licence for a travel trailer.
- 3.6 No person shall use or allow a travel trailer to be used on any vacant land except where exempted under Section 4 of this By-Law.
- 3.7 No person shall connect or allow the connection of a travel trailer to an existing grey water or sewage system without receiving authorization from the Public Health Sudbury and District or the authority having jurisdiction over this authorization.
- 3.8 No person shall dispose or allow the disposal of grey water or sewage or allow grey water or sewage to be disposed of from a travel trailer except in at least one or a combination of the following:
- i) a certified grey water or sewage system;
 - ii) an accredited dumping facility;
 - iii) with a service provider; or,
 - iv) from a certified portable receptacle

- 3.9 No person shall transfer a licence from one (1) travel trailer to another.
- 3.10 No person shall fail to display proof of licensing after it has been obtained.
- 3.11 No person shall knowingly provide false information on the application for a licence.
- 3.12 No person shall hinder or obstruct an MLEO, or any other persons designated to enforce the laws of the Municipality who is attempting to enforce this By-Law.
- 3.13 No licence shall be issued under this By-Law if the application for the licence would be in contravention of any other applicable By-Law of the Municipality or any applicable Federal or Provincial law or regulation.
- 3.14 The issuance of a licence is not intended and shall not be construed as permission or consent by the Municipality for the holder of the licence to contravene or to fail to observe or comply with any law of Canada, Ontario or any By-Law of the Municipality.
- 3.15 The owner of the property upon which a licensed travel trailer is to be located shall consent to its placement on the property in writing if they are not the owner of the travel trailer.

SECTION 4 – VACANT LAND EXEMPTIONS

4.1 VACANT LAND – Travel trailers are not permitted to be used on any vacant land except in the following instances:

- 4.1.1 **Exemption with building permit (no licence required)-** Where the owner of land has obtained a building permit for the construction of a permitted structure, and that owner wishes to use a travel trailer for temporary accommodation while constructing such structure, the owner may apply for permission to do so and be exempted from the requirement to obtain a license under this By-Law. The Municipality may grant such exemption on the condition that the owner enter into an agreement with the Municipality through the building permit process which, among other things, provides for the removal or licensing of the travel trailer if permitted by this By-Law at a fixed time or upon completion of the structure, whichever event occurs first.
- 4.1.2 **Exemption for land preparation and development (licence required)** - Where the owner of land intends to obtain a building permit, but must first prepare the lot for construction (removal of trees, grading, driveway installation, etc.) and that owner wishes to use a travel trailer for temporary accommodation while preparing the lot for construction, the owner may apply for permission to do so by obtaining a license

under this By-Law. The Municipality may grant this licence on the condition that the owner enter into an agreement with the Municipality which, among other things, provides for the removal or licensing of the travel trailer if permitted by this By-Law at a fixed time or upon the issuance of a building permit, whichever event occurs first.

SECTION 5 - LICENCE EXEMPTIONS

- 5.1 A stored travel trailer shall not require a licence.
- 5.2 An assessed travel trailer shall not require a licence.
- 5.3 A travel trailer used or stored in a campground or trailer park shall not require a licence.
- 5.4 A travel trailer used for up to, but not exceeding 14 cumulative days in a calendar year on permitted zones as per the provisions of Schedule A of this By-Law shall not require a licence.

SECTION 6 - LICENCE APPLICATION AND FEES

- 6.1 All applications for a travel trailer licence shall be made to the Municipality upon the form(s) prescribed by the Chief Building Official and shall include the submissions referenced therein, including payment of the Licence Fee required by Schedule "B".
- 6.2 The Municipality may issue an Annual Licence. This licence authorizes the use of a travel trailer or travel trailers upon a property between May 1st and November 30th in that calendar year on properties that allow such licence as listed in Schedule "A" of this By-Law.
- 6.3 All annual licences expire on November 30th in the year specified on the licence.
- 6.4 The Municipality may issue a Special Occasion Licence. **Schedule "A"** of this By-Law describes this licence and details the zones that are allowed to apply for these licences.
- 6.5 All Special Occasion Licences expire on the date specified on the licence.
- 6.6 The Municipality may issue an exemption for travel trailers to be used on vacant land as detailed in Section 4 of this By-Law.
- 6.7 All vacant land exemptions shall expire on the date specified in the agreement and / or licence.

- 6.8 Licences shall be displayed in or upon the travel trailer in a place that can be seen easily from the outside of the travel trailer.
- 6.9 No licence shall be issued:
- 6.9.1 unless the travel trailer for which such licence is issued is located in compliance with the setback requirements for a travel trailer as described by Schedule "A" of this By-Law. For greater certainty, any travel trailer located on any land prior to the passing of this By-Law which is not in compliance with this By-Law may not be licensed unless the travel trailer is re-located and brought into compliance with this By-Law;
 - 6.9.2 for travel trailer use on vacant land unless allowed by Section 4 of this By-Law;
 - 6.9.3 where there exist any prohibited decks, porches, entry stairs, sunrooms, roofed enclosures, or similar structures which are to be or are attached to a travel trailer or located adjacent to a travel trailer;
 - 6.9.4 if the information provided on the application does not satisfy the Chief Building Official or designate that all required provisions have been met; or,
 - 6.9.5 if written permission has not been obtained from the property owner if the applicant is not the owner of the property.
- 6.10 A licence may be revoked if;
- 6.10.1 it is determined that the permit was issued based on mistaken, false, or incorrect information;
 - 6.10.2 if the owner of the property owner revokes their permission in writing;
 - 6.10.3 if the owner or the property or the owner of the travel trailer contravenes any provision of this By-Law or any other Municipal, Provincial or Federal Law related to the travel trailer or its use;
 - 6.10.4 if upon inspection, the site is found to be of an unsightly or unacceptable appearance;
 - 6.10.5 if upon inspection the trailer is found to be decrepit, unsafe, or unsightly in appearance; or,
 - 6.10.6 if upon inspection the travel trailer is found not to be respecting setbacks set out in this By-Law; or,

6.10.7 if the licence was issued in error.

6.11 If a licence is revoked, there will be no refund of licensing fees.

SECTION 7 - ADMINISTRATION AND ENFORCEMENT

- 7.1 The administration of this By-Law is delegated to the Chief Building Official or designate. The Chief Building Official or designate shall have the authority to issue permits under this By-Law; notwithstanding the foregoing, the Clerk, at his / her discretion, may refer applications to Council.
- 7.2 The enforcement of this By-Law is delegated to Municipal Law Enforcement Officers (MLEO) and other persons designated to enforce the laws of the Municipality.
- 7.3 Any person who contravenes any provision(s) of this By-Law is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act*, as amended.
- 7.4 Each day that a contravention of this By-Law continues shall constitute a separate offence.
- 7.5 Every person who provides false information in any application for a licence under this By-Law or in an application for a renewal of a licence is guilty of an offence.
- 7.6 Where a conviction is entered under this section, in addition to any other remedy or any penalty provided by law, the Court in which the conviction was entered, and any Court of competent jurisdiction, thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 7.7 If the Municipality is satisfied that a contravention of this By-Law has occurred, the Municipality may make an order requiring the person who contravened this By-Law or who caused or permitted the contravention or the owner or occupier of the travel trailer to discontinue the contravening activity.
- 7.8 Any person who contravenes an Order made under Section 7.7 is guilty of an offence.
- 7.9 Every contravention of this By-Law may be restrained by application at the instance of a taxpayer or of the Municipality in accordance with the provisions of the *Municipal Act, 2001*, as amended.
- 7.10 A municipal employee, staff person, agent or contractor hired by the Municipality, accompanied by any person under his or her direction, may enter onto any land where a travel trailer is used or believed to be used in contravention of this By-Law

for the purposes of carrying out an inspection pursuant to subsection 436 (1) of the *Municipal Act, 2001*, as amended, and shall have all powers of inspection set out in subsection 436(2) of the Act, as amended.

- 7.11 Every person who contravenes any provision of this By-Law is liable for an Administrative Monetary Penalty (AMP) in lieu of prosecution and fine, pursuant to section 434.1 of the *Municipal Act, 2001*, as amended.
- 7.12 At the discretion of the MLEO or other persons designated to enforce the laws of the Municipality any person who breaches any provision of this By-Law may be issued an Administrative Monetary Penalty (AMP) Notice in an amount not to exceed \$500.00.
- 7.13 At the discretion of the MLEO or other person or other person designated to enforce the laws of the Municipality, any person who breaches any provision of this By-Law may be issued an Order to remove a travel trailer if it is not in compliance with this By-Law.
- 7.13.1 The MLEO may make an Order, sent by both registered and regular pre-paid mail to the last known address of the owner of the land, requiring the owner or occupant within the time specified in the Order to remove any travel trailers or structures that contravene this By-Law.
- 7.13.2 Where an owner or occupant fails to comply with an Order issued under this By-Law within the time specified for compliance, the officer may, with such assistance by others as may be required and upon reasonable notice, clean, clear or remove from the land any travel trailer or structure that is in contravention of this By-Law.
- 7.13.3 The Municipality shall recover all costs and expenses associated with actions taken and work done under this By-Law in a manner provided by statute, whether by action or by adding the cost to the tax roll and collecting the cost in the same manner as the taxes.

SECTION 8 - SEVERABILITY

- 8.1 Should a Court of competent jurisdiction declare a part or 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, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under law.

SECTION 9 - SCHEDULES

9.1 Schedules **A, B, C & D** shall be deemed to form part of this By-Law.

SECTION 10 - AUTHORITY

10.1 Any and all By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.

10.2 THAT this By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS XXST DAY OF XXX 2023.**

MAYOR

CLERK

SCHEDULE A
TO BY-LAW 2023-XX - Travel Trailer License By-Law
MUNICIPALITY OF ST.-CHARLES

REQUIRED SETBACKS, PERMITTED LICENCES AND LICENCE REQUIREMENTS FOR SPECIFIC ZONING

- 1) Waterfront Residential (WR) Zones
 - 1.1) Annual Licence permitted.
 - 1.2) Up to 14 days in a calendar year – no permit required.
 - 1.3) Special Occasion Licence permitted (see Section 7 of this schedule.)
 - 1.4) Number of Trailers allowed to be permitted: 1 travel trailer maximum.
 - 1.5) Required Setbacks: as per Municipal Zoning By-Law for Dwellings
 - 1.6) Maximum lot coverage: as per Municipal Zoning By-Law.
- 2) Rural (RU) Zone
 - 2.1) Annual Licence permitted.
 - 2.2) Up to 14 days in a calendar year – no permit required.
 - 2.3) Special Occasion Licence permitted (see Section 7 of this schedule).
 - 2.4) Number of Trailers allowed to be permitted: 1 travel trailer maximum.
 - 2.5) Required Setbacks: as per Municipal Zoning By-Law for Accessory Buildings.
- 3) Residential Rural (RR) Zone
 - 3.1) Annual Licence permitted.
 - 3.2) Up to 14 days in a calendar year – no permit required.
 - 3.3) Special Occasion Licence permitted (see Section 7 of this schedule).
 - 3.4) Number of Trailers allowed to be permitted: 1 travel trailer maximum.
 - 3.5) Required Setbacks: as per Municipal Zoning By-Law for Dwellings.
 - 3.6) Waterfront (if present) 20 m or 23 m if the shore allowance is not owned.
 - 3.7) Maximum lot coverage (all structures): as per Municipal Zoning By-Law
- 4) Residential One (R1) containing a Single-Family Dwelling as the only occupancy. Not allowed on properties that contain multiple occupancies.
 - 4.1) Annual Licence not permitted.
 - 4.2) Up to 14 days in a calendar year – no permit required.
 - 4.3) Special Occasion Licence permitted (see Section 7 of this schedule).
 - 4.4) Number of Trailers allowed to be permitted: 1 travel trailer maximum.
 - 4.5) Required Setbacks: as per Municipal Zoning By-Law for Dwellings.
 - 4.6) Waterfront (if present) 20 m or 23 m if the shore allowance is not owned.
 - 4.7) Maximum lot coverage (all structures) as per Municipal Zoning By-Law.
- 5) Open space (OS) Zone
 - 5.1) Annual Licence not permitted.
 - 5.2) Up to 14 days in a calendar year – not permitted.

- 5.3) Special Occasion Licence permitted (see Section 7 of this schedule).
- 6) Institutional One (I1) Zone
- 6.1) Annual Licence not permitted.
- 6.2) Up to 14 days in a calendar year – not permitted.
- 7) Special Occasion Licence:
Application can be made for any zone listed above.
An application on a Municipality approved form for the short-term allowance of more travel trailers than are typically allowed on a particular zone by this By-Law for special occasions (ex. family gatherings, weddings, baseball tournaments, horse shows, fairs, etc.) shall be made available at the Municipal Office. The power to grant this exemption from the number of travel trailers be given to the *Chief Building Official* or designate.
- 8) Building Permit Licence Exemption
Application can be made for any zone.
Where the owner of land has obtained a building permit for the construction of a permitted structure, and that owner wishes to use a travel trailer for temporary accommodation while constructing such structure, the owner may apply for permission to do so and be exempted from the requirement to obtain a license under this By-Law. The Municipality may grant such exemption on the condition that the owner enter into an agreement with the Municipality which, among other things, provides for the removal or licensing of the travel trailer if permitted by this By-Law at a fixed time or upon completion of the structure, whichever event occurs first.
- 9) Vacant Land Preparation Licence
Application can be made for any zone.
Where the owner of land intends to obtain a building permit, but must first prepare the lot for construction (removal of trees, grading, driveway installation, etc.) and that owner wishes to use a travel trailer for temporary accommodation while preparing the lot for construction, the owner may apply for permission to do so by obtaining a license under this By-Law. The Municipality may grant this license on the condition that the owner enter into an agreement with the Municipality which, among other things, provides for the removal or licensing of the travel trailer if permitted by this By-Law at a fixed time or upon the issuance of a building permit, whichever event occurs first.

SCHEDULE B
TO BY-LAW 2023-XX - Travel Trailer License By-Law
MUNICIPALITY OF ST.-CHARLES

FEES (to be determined by Council)

As per the *Municipal Act*, a fee for this type of permit cannot be seen as punitive and can only be charged to cover the cost of the service that is being delivered. To provide a cost for this permit, staff calculated the cost per hour that is paid to administration and to enforcement staff (including all benefits) and estimated the time it would take to administer the applications and do the inspections required. Staff believes the following estimate is a fair assessment of how much the permit would cost to issue:

Administration (application review, scheduling of inspection, permit issuing, sending out of renewal notices, use of municipal resources) = 1.5 hours @ \$80 per hour

Site Inspection (including time on site, travel time and the use of a municipal vehicle) = 2 hours @ \$140 per hour.

Based on this calculation, the annual permit fee should not exceed \$400.00 (1.5 hr. x \$80) + (2 hr. x \$140).

IT IS RECOMMENDED THAT THIS FEE BE THE SAME FOR THE ANNUAL LICENCE AND THE VACANT LAND LICENCE.

SCHEDULE C
TO BY-LAW 2023-XX - Travel Trailer License By-Law
MUNICIPALITY OF ST.-CHARLES
TRAVEL TRAILER LICENCING POLICY

All property owners or travel trailer users who have been granted permission to use travel trailers are required to follow the standards set in the "Travel Trailer License By-Law".

The Municipal Law Enforcement Officer will act not only on written complaints but will use a common-sense approach to the application of the Travel Trailer License By-Law.

When a complaint is received, an Officer will investigate to determine if a violation exists. This By-Law will not be used to resolve issues between neighbors. If a violation is found, the Officer can issue fines, an Administrative Monetary Penalty Notice or an Order advising the owner of the violation and requiring that it be remedied within a specified time period. As the complaints and the investigations become more numerous, past practice data as well as the consistent application of the Policy will become more evident and will act as a guide in the application of the By-Law.

This By-Law has been put in place with the intention of protecting our environment by assuring that waste is properly disposed of and setting proper setbacks from waterways, to ensure that travel trailers are placed in areas that will not affect neighbours, to set safety standards for electrical and fire protection and to allow for enjoyment of our beautiful area.

Please be aware that if you are using a travel trailer in our area, you are also subject to other By-Laws including but not limited to Noise, Parking, Responsible Animal Ownership and Open-Air Burning. Please be respectful of your neighbours while visiting our area.

If you have any questions, please do not hesitate to inquire with our staff.

This information is for convenience and quick reference only. For specific information, contact the Municipal Law Enforcement Officer at the Municipal Office.

SCHEDULE D
TO BY-LAW 2023-- Travel Trailer License By-Law**
MUNICIPALITY OF ST.-CHARLES

PART 1 – PROVINCIAL OFFENCES ACT FINES

ITEM	COLUMN 1 Short form wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set fine
1	Using a trailer without a licence.	3.2	\$400.00
2	Allowing a trailer to be used without a licence.	3.2	\$400.00
3	Occupy a trailer on prohibited dates.	3.3	\$300.00
4	Permit occupation of a trailer on prohibited dates.	3.3	\$300.00
5	Constructing an unauthorized structure.	3.4	\$300.00
6	Allow construction of an unauthorized structure.	3.4	\$300.00
7	Use a trailer on a vacant lot.	3.6	\$500.00
8	Allow a trailer to be used on a vacant lot.	3.6	\$500.00
9	Unauthorized connection to septic or greywater.	3.7	\$500.00
10	Allowing an unauthorized connection to septic or grey water.	3.7	\$500.00
11	Improper disposal of grey water or sewage.	3.8	\$500.00
12	Allowing improper disposal of grey water or sewage.	3.8	\$500.00
13	Unauthorized transfer of a licence.	3.9	\$200.00
14	Failure to display a licence.	3.10	\$100.00
15	Providing false information on licence application.	3.11	\$100.00
16	Obstruct person designated to enforce this By-Law.	3.12	\$300.00

Note: The general penalty provision for the offences listed above is Section 6.3 of the By-Law 2023-**, a certified copy of which has been filed.

THESE FINES WILL ALSO BE INCLUDED IN THE AMPs BYLAW.

APPLICATION FOR TRAVEL TRAILER LICENCE OR LICENCE EXEMPTION – not to be included in the By-Law.

(Complete and attach all information prior to submitting this application)

1. Applicant Information

Name:	
Mailing Address:	
Phone Number:	
Email:	

Note: If Applicant is not the registered owner of the property, the Applicant must have the owner's consent to apply for this licence.

2. Property Information

Property Owner:	
Civic Address:	
Roll Number:	
Zoning:	

Note: If no civic address has been assigned for this property, one must be applied for prior to submitting this application.

Note: If a new entranceway or where substantial changes to an existing entranceway are required or proposed, a 'Driveway Permit' must be applied for and approved, prior to submitting this application.

3. Travel Trailer Information: (Not required for Special Occasion Application)

Make & Model:			
Serial Number or VIN:			
Licence Plate:			
Length:		Colour:	

Note: Please attach four pictures of trailer if already located on the property (One of each side of trailer).

4. Licence Fees

Applications received prior to April 1st will be eligible for the early licence fee set out in Schedule "A" of the Travel Trailer License By-Law.

- ☐ \$ **. ** Applications received on or after April 1 (to be determined by council)
- ☐ \$ **. ** Applications received before April 1 (to be determined by council)
- ☐ No Fee - Building Permit License Exemption – Building Permit Number: _____
- ☐ \$ **. ** Vacant Land Preparation License (to be determined by council)
- ☐ Special Occasion Exemption request
Name of event, site plan and description of event required.
Written permission from property owner and time period of event required.

5. Service Information

Sewage and Grey Water:

Will the travel trailer be connected to an existing sewage disposal system on the property?

Yes ☐ *If yes, an approval from the Public Health Sudbury and Districts is required.

No ☐

Will a grey water pit be utilized?

Yes ☐ *If yes, an approval from the Public Health Sudbury and Districts is required.

No ☐

Will the site be serviced with an outhouse?

Yes ☐ *If yes, an approval from the Public Health Sudbury and Districts is required.

No ☐

If the travel trailer is not connected to a holding tank or sewage disposal system, or is not serviced by a grey water pit or outhouse, you may be asked to provide the following on site:

_____ Dumping receipts from an accredited dumping facility or service provider

_____ Confirmation of the use of a certified portable receptacle

Electrical:

Will the travel trailer be directly connected to electrical services?

Yes ☐

No ☐

* If yes, please provide the Electrical Safety Authority approval for connection. This requirement only applies if the travel trailer will have a direct connection to the electricity distribution system (i.e., not an extension cord plugged into an outlet.)

Fire Safety:

For occupancy, the travel trailer will be required to have a working smoke and CO monitor and a fire extinguisher. Using extension cords as a power source is not allowed.

6. Required Submissions

- ☐ **Site Plan** - a drawing showing the location or proposed location of the travel trailer in relation to the boundaries of the property and including all existing buildings, sewage systems, wells, and watercourses/waterbodies. Such drawing shall include property dimensions, the position of the travel trailer on site including setbacks from all lot boundaries, existing buildings, well, septic system, parking spaces, driveway, fire pit and watercourses/waterbodies.
- ☐ **Proof of Property Ownership** - if required under Section 2 and Section 4 above.
- ☐ **Pictures** - as required under Section 3 above.
- ☐ **Permits/Approvals** - referenced in Section 4 and 5 above if applicable.
- ☐ **License Fee** - as required under Section 4 above.

Applicant Signature:		Date:
Property Owner Signature:		Date:

FOR OFFICE USE ONLY	
Permit #	Date Issued:
Inspection Date:	Issued by:



Sudbury East Building and By-Law Services (SEBBS)

Report for the Consideration by Council

Shared Services in the Municipalities of French River, Killarney, and St.-Charles

RE: Signed Agreement from French River for Animal Control

OBJECTIVE:	To present the signed Animal Control Services Agreement with French River and to present the Pound Keeper Agreement with the North Bay and District Humane Society for Council to review and adopt, and to appoint Animal Control Officers.
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BACKGROUND:

Council directed staff to negotiate an agreement for Animal Control Services with the Municipality of French River with a start date of June 1, 2023.

The Agreement was prepared and presented to French River's Council on May 17, 2023 and at the recommendation of staff, the Agreement was signed, and a By-Law was passed enacting the Agreement.

Part of the Agreement includes entering into an Agreement with North Bay and District Humane Society (NB&DHS) to accept dogs from St.-Charles.

Finally, the By-Law officers from French River will need to be appointed to be able to enforce the current Canine Control By-Law.

ANALYSIS:

Through SEBBS, staff from both the Municipality of St.-Charles and French River reviewed and edited the Animal Control Services Agreement and ensured that all steps have been taken to protect both parties while Animal Control Services are being offered under this Agreement.

Staff from both Municipalities are committed to reviewing the service before the expiry of June 2024.

Council will receive quarterly reporting on Animal Control activities throughout the term of the Agreement.

Signing the Agreement with NB&DHS will ensure that Animal Control officers will always have a safe place to house dogs that require boarding if they are picked up running at large or need

to be housed for any other reason. The Municipality of French River has already signed the same agreement with NB&DHS, so their officers are already using this service.

RECOMMENDATIONS:

That Council review and sign the Agreement for one (1) year of Animal Control Services to be provided by the Municipality of French River to commence June 1, 2023 and pass the By-Law to enter into this Agreement.

That Council review and sign the Agreement with the NB&DHS and pass the By-Law to enter in this Agreement.

That Council review and pass the By-Law appointing Animal Control officers.

ATTACHMENTS:

- Animal Control Services Agreement
- NB&DHS Pound Keeper Agreement

Respectfully submitted by:

Andrea Tarini, CBO / By-Law Officer

SCHEDULE "A"

THIS AGREEMENT MADE IN DUPLICATE THIS 17th DAY OF MAY, 2023

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES
(hereinafter referred to as St.-Charles)**

AND:

**The Corporation of the Municipality of French River
(hereinafter referred to as French River)**

WHEREAS the Municipality of St.-Charles deems it desirable to engage the services of the Municipality of French River to perform Animal Control Services;

AND WHEREAS the Municipality of French River has agreed with the Municipality of St.-Charles to perform such service on the terms and conditions hereinafter contained;

AND WHEREAS Section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended, authorizes a municipal Council to appoint Municipal Law Enforcement Officers, who shall be peace officers for the purpose of enforcing municipal By-Laws;

NOW THEREFORE, in consideration of the Mutual provisions contained in this agreement, the Municipality of French River and the Municipality of St.-Charles agree with the other as follows:

1. ST.-CHARLES AGREES

- 1.1. To appoint Municipal Law Enforcement Officers of French River for the purpose of enforcing the provisions of St.-Charles by-laws and provincial legislation with respect to animal control, and animal licensing.
- 1.2. To grant the Municipal Law Enforcement Officer the right to pick up and impound any Animal in accordance with the provisions of St.-Charles by-law regulating, licensing and controlling animals and any other duty outlined in said by-law.
- 1.3. To retain pound services from an agreed 3rd party for the duration of the agreement.
- 1.4. To post and maintain any signage that is installed to aid in the enforcement of its by-laws with respect to animal control.

2. REPORTING

- 2.1. The Municipal Law Enforcement Officer shall attend meetings of Council when required and will provide quarterly reporting to Council reporting on the activities of the department.

- 2.2. The Municipal Law Enforcement Officer shall report or discuss any potential problems to St.-Charles' CAO pertaining to animal control who will report or discuss such problems with Council as required.
- 2.3. Operational concerns shall be reported to French River's CAO to be discussed and addressed with St.-Charles' CAO.

3. SCHEDULE OF WORK

- 3.1. The Municipal Law Enforcement Officer will generally work during regular business hours from Monday to Friday between 8am and 5pm unless certain circumstances arise that require work outside those hours. Any hours worked over the regularly scheduled 40 hours per week may be considered overtime and St.-Charles will be billed time and half hourly rate.

4. PAYMENT OF SERVICES

- 4.1. St.-Charles agrees to pay \$46.38 per hour plus mileage for time spent enforcing the by-law.
 - a. The mileage rate charged will be based on 90% of the CRA rate.
- 4.2. The Municipal Law Enforcement Officer will report time spent and mileage used for all calls taken within a month to the French River Treasurer.
- 4.3. French River agrees to bill St.-Charles on a quarterly basis based on the agreed upon costing and reported hours and mileage.

5. FINES, PENALTIES AND LICENCING FEES

- 5.1. All fines, penalties and licensing fees will be payable to and collected by St.-Charles.
- 5.2. Administration of any Administrative Monetary Penalty will be accepted and administered by St.-Charles.

6. TERM

- 6.1. This Agreement shall be for a one (1) year term, commencing on June 1, 2023 and ending on May 31, 2024 or until terminated by either party or repealed by Council and could be renegotiated or extended or resubmitted by either Council for a new proposal depending on satisfaction of work performed.

7. TERMINATION

- 7.1. The parties hereto agree that this Agreement may be terminated without cause by either party upon 60 (sixty) days written notice.

- 7.2. In the event that St.-Charles determines in its sole discretion that the Municipal Law Enforcement Officer has failed to perform the delivery of the service as outlined in the terms and conditions set herein, the Agreement will be terminated immediately upon delivery of the written notice.

8. NOTICE

- 8.1. Any notice required to be given to St.-Charles shall be in writing and shall be effective given if served personally or if mailed by pre-paid registered mail, in the care of the Clerk, Municipality of St.-Charles, 2 King St E Box 70, St.-Charles, ON P0M 2W0.
- 8.2. Any notice required to be given to French River shall be in writing and shall be effectively given if served personally or if mailed by prepaid registered mail, in the care of the Clerk, Municipality of French River 44 St. Christophe Street, Suite 1, Noelville, Ontario P0M 2N0.
- 8.3. Where any notice is mailed, the parties hereto agree that the notice shall be deemed to have been received 3 (three) days after the date of its mailing.

9. ASSIGNMENT

- 9.1. The Municipality of French River agrees not to assign any interest in the Agreement, in whole or in part.

10. INDEMNIFICATION

- 10.1. French River agrees to indemnify, keep indemnified and save harmless St.-Charles and its officers, servants and agents from and against all claims, demands, costs, action, causes of action, expenses, legal fees whatsoever which may be taken or made against them of any of them or incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, or omission, of the Municipal Law Enforcement Officer or any of its employees or agents, in connection with the performance of this Agreement.

11. ENTIRE AGREEMENT

- 11.1. The parties hereto agree that this Agreement embodies the entire Agreement between the parties, and French River represents that in entering into this Agreement, French River does not rely upon any previous oral or implied representation, inducement or understanding of any kind or nature.
- 11.2. The parties hereto agree that the headings in the Agreement form no part of this Agreement but shall be deemed to be inserted for the convenience of reference only.

12. WAIVER

12.1. No term, provision or condition of this Agreement can be waived except by written consent of the parties hereto.

IN WITNESS WHEREOF the Municipality of St.-Charles and Municipality of French River, have duly executed this Agreement on the 17 th day of May 2023.

**FOR THE CORPORATION OF THE
MUNICIPALITY OF FRENCH RIVER**


Mayor

May 17, 2023
Date


Clerk

May 17, 2023
Date

**FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES**

Mayor

Date

Clerk

Date

SCHEDULE “A”

SERVICE CONTRACT AGREEMENT BETWEEN: THE NORTH BAY AND DISTRICT HUMANE SOCIETY AND THE MUNICIPALITY OF ST.-CHARLES

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Municipality of St.-Charles.

1. DEFINITIONS:

For the purpose of this Agreement, the term “animal” shall refer to domestic dogs.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as “NB&DHS”.

For the purpose of this Agreement, the Municipality of St.-Charles will be referred to as “the Municipality”.

2. THE HUMANE SOCIETY AGREES:

Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping, and veterinary care (when deemed necessary) for dogs impounded, and of meeting the requirements set for this type of building by the NB&DHS, and of meeting the requirements of all applicable provincial legislation.

General Service Provision:

- a) To provide pound services up to an annual limit of 15 dogs. Any decision relating to animals above the annual limit will be made at the discretion of the NB&DHS.
- b) To hold for claiming by owners, any stray dog delivered to the NB&DHS shelter, or any animal received or impounded by the Animal Control Officer of the Municipality, and, if not claimed by the owner, to dispose of such animal by sale or euthanasia. Owners of licensed and / or microchipped dogs will be contacted, whenever possible.
- c) To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping, and veterinary care (when deemed necessary) for dogs impounded.
- d) To meet the requirements set for this type of building by the NB&DHS and Provincial legislation.
- e) To install in the animal shelter all the equipment necessary for the proper operation of

the animal shelter, and, in particular, to supply the methods and equipment necessary to humanely euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.

- f) NB&DHS will only receive stray dogs as defined in the Municipality's By-Laws. NB&DHS will not take seized, removed, or aggressive dogs in relation to the *Dog Owners' Liability Act* or any other piece of legislation outside of the Municipality's By-Laws.

Hours of Operation:

The NB&DHS shelter will be open to the public and in operation between 10:00 a.m. and 5:00 p.m. Monday to Friday (exclusive of statutory holidays), between 10:00 a.m. and 4:00 p.m. Saturdays, and between 12:00 p.m. and 4:00 p.m. Sundays. Hours of Operation may change at the discretion of the NB&DHS.

It is understood by the Municipality and the NB&DHS that ALL calls reporting complaints or concerns from residents of the Municipality will be forwarded to the Animal Control Officer of the Municipality.

Licenses:

The NB&DHS will NOT issue licenses for dogs within the Municipality of St.-Charles jurisdiction.

Invoicing:

The Municipality grants to the NB&DHS the right to collect and retain a fee of \$100 per animal claimed by the owner. If not claimed by the owner, the NB&DHS will invoice the Municipality \$100.00 per animal.

Indemnity:

To indemnify and save harmless the Municipality in respect to all charges, costs, expenses, suits, and damages, and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

Insurance:

To insure and keep insured the shelter building for fire and any other hazards and to provide, if required, the Municipality a proof of insurance.

Such liability policy shall provide for the indemnification of the Municipality and the NB&DHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The NB&DHS shall maintain the policy of insurance in force during this agreement. The

limits of such policy shall not be less than One Million Dollars (\$1,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to dogs caused by an accident and resulting in the death or destruction while in the care, custody, and control of the NB&DHS.

Such policy shall include the names of the Municipality and the NB&DHS as the insured. The Humane Society shall pay the premium on the policy.

3. THE MUNICIPALITY OF ST.-CHARLES AGREES:

- a) To appoint the NB&DHS as Pound Keeper.
- b) To grant the NB&DHS the right to dispose of all animals impounded by the Humane Society in accordance with the By-Laws.
- c) To grant the NB&DHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized or found dead in accordance with the By-Laws.
- d) To grant the NB&DHS the right to collect impound fees, fines, destruction, and disposal fees levied by the Humane Society in accordance with the scale of fees and penalties authorized by the NB&DHS.

4. DURATION OF AGREEMENT:

The term of the agreement will be for three (3) years from the date of signing.

This agreement may be terminated by either party upon three (3) months' written notice of intention to terminate, delivered to the other party by prepaid registered mail.

“”

“”

“”

“”

“”

“”

“”

“”

This agreement is made on the _____ day of _____, 2023.

FOR THE MUNICIPALITY OF ST.-CHARLES:

Name: Paul Branconnier

Title: Mayor

Signature: _____

Name: Tammy Godden

Title: Clerk

Signature: _____

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

Steven Johnson
President of the Board of Directors

Liam Cullin
Executive Director



Sudbury East Building and By-Law Services (SEBBS)

Report for the Consideration by Council

Shared Services in the Municipalities of French River, Killarney, and St.-Charles

RE: Update - Responsible Animal Ownership By-Law

OBJECTIVE: To report on the public response to the proposed Responsible Animal Ownership By-Law, and present final draft with fee schedule.

BACKGROUND:

In March of 2023, the Protection to Persons and Property Committee was presented with the proposed Responsible Animal Ownership By-Law. The Committee directed staff to post the draft By-Law on the municipal website to gather public opinion on the changes proposed. This report is a review of the public inquiries along with responses to their concerns.

ANALYSIS:

The draft By-Law has been posted on the Municipal website since March 27, 2023 with the direction to email concerns to info@stcharlesontario.ca. All responses were saved and recorded here with identifying personal information removed. Staff believes that the concerns of the residents are met by the current draft of the By-Law. Please note there were concerns about the allowance of backyard chickens. Since having chickens in a yard that are not just pets, but that provide food to a household would be considered an agricultural use, they are only currently allowed on Rural zoned properties. This is a separate issue to be discussed at a later time.

Public inquiry 1 - April 9, 2023

I find the new by-law proposal a little extreme.

Given that we are a small agricultural town it seems odd we are discouraging backyard chicken coops **(1)** when so many communities are adopting this practice. As a strong agricultural community why are we not at the forefront of encouraging families to raise their own chickens and provide sustainable food during such hard economic times.

This is encouraging our youth of today to embrace the agricultural aspect of our lives and hopefully take that into their future adulthood. With 40% of farmers retiring in the next 10+ years it would be prudent to show our children the value of choosing farming as a career.

What will happen to the families that had backyard chicken prior to this by law with no complaints?

I look forward to hearing more.

Thank you,

Staff Response - (1) This By-Law does not create the law that does not allow chicken coops. Currently the Zoning By-Law only allows agricultural uses on Rural zones. This is a separate issue and to not hold up the passing of this By-Law, should be dealt with in its own stand-alone By-Law.

Public Inquiry 2 - April 9, 2023

Hello

Although I'm not surprised by the additional bylaws suggested, I believe most of what has been drafted is over regulation. I recommend removing the maximum of 3 dogs rule. Over the years We have had from 1 to 5 dogs on our rural property without any negative incidents. Our 3 dogs earn their keep by protecting our livestock. **(1)**

I am surprised that you are suggesting residents are not allowed to keep chickens. **(2)** I see no valid reason to regulate someone who wants to have as many as 6 egg layers in their back-yard. This is a necessity for many families due to the fast rising cost of groceries not to mention the eggs are generally much better than store bought.

Monetary penalties are usually an effective deterrent in enforcing proposed bylaws however as someone who works for a regulatory agency you should make every effort to give people warnings as opposed to just handing out fines. Of course repeat offenders may need to be charged but overall I think their numbers are few. If the bylaw officers approach each situation in a friendly, common sense manner our community will benefit however I am aware of several incidents with our current bylaw officer where an overzealous enforcement attitude has caused unnecessary problems.**(3)**

Less regulation and more tolerance should be the better approach.

Staff response:

(1) If dogs on Rural zoned property are protecting livestock or being used for any purpose to support an agricultural use, then they are allowed to be on the property even if the number of dogs is more than whatever minimum Council decides on. Three (3) was suggested based on similar legislation.

(2) This By-Law does not create the law that does not allow chicken coops. Currently the Zoning By-Law only allows agricultural uses on Rural zones.

(3) It is the policy of SEBBS to approach each complaint in a friendly, common-sense manner and will only escalate a matter to laying fines or placing orders if compliance is not achieved through that approach.

Public Inquiry 3 - April 11, 2023

We have read the proposed by law and are not sure why the need is there for this. We have seen posts on facebook regarding pets at large, but it seems most of these people are responsible pet owners who are making efforts to keep their pets in their control. There are always those who do not care and do not follow any rules, but new by laws and fines will not make these people responsible. These types of strict by laws and fines we think will only cause more issues. **(1)**

Some of the proposed by laws are extreme, eg. Possibly selling a pet, possibly killing a pet, being fined for not having proper feces disposal, cleaning up feces from ditches **(2)** (some streets maybe, but county roads and hwys??) this is mostly a rural community. And we do believe there are many more issues that would benefit having the time spent on rather than this one. Maybe we are missing something and do not know the reasons for this proposed new by law but in any case some of these measures are extreme and unnecessary.

Staff response:

- (1) The enforcement team would say that By-Laws, fines and enforcement are the tools we have at our disposal to deal with pet owners who chose to not be responsible. If people are acting responsibly, then they would not be charged under this By-Law.**
- (2) This is probably referring to cleaning up after horses outside of the village centre. If that is the case, the By-Law recommends that horse feces only be required to be clean up in whatever Council deems to be “town centre”, but that canine feces be picked up everywhere. To be fair, the picking up of dog feces will probably be most monitored within the village (streets, parking lots and parks).**

Public Inquiry 4 - April 17, 2023

I just saw a post on Facebook about the new dog by-law coming into effect.

You are putting in a 3 dog limit. I have 5 in my household I'm not removing my dogs, I'm unable to have human children so these ARE MY CHILDREN. I own 3 and my elderly parents that moved in with us have 2. Not losing ANY of our dogs. I refuse. **(1)**

All extra dogs should be grandfathered in. I'm not paying extra for additional dogs or a kennel license when I don't run a kennel and all my dogs but my puppies are fixed. And the puppies will be fixed once they are of age.

Staff Response:

- (1) This resident was informed that as per Section 3 of the draft By-Law, current dogs with tags would be grandfathered in, but would not be allowed to be replaced once they were no longer living in the household. Section 3 also has further provisions for dogs that are visiting.**

Issues to be decided by Council for final draft By-Law:

- 1) Fee schedule. Please see the attached comparisons of local dog tag prices.

It is recommended that the Municipality adopt the fees schedule like or similar to the French River Fee Schedule. It is similar to what St.-Charles charges, with forgiveness for Seniors, purchasing multiple years, and purchasing for multiple dogs. Also, the Municipality does not have a fee for operating a Kennel and the fee suggested would cover the cost of researching, and administering a kennel license.

- 2) Determine how old a senior is if Council would like to offer a senior discount.
- 3) Decide if there will be a restricted area in the village where horse manure would be required to be picked up. If Council decides to have such an area, a map would be created to make the restricted area clear in the final draft of the By-Law.
- 4) Decide on the maximum number of dogs and the maximum number of cats in residential homes (keeping in mind the exemptions listed in section 6). The draft By-Law suggests three (3) dogs and five (5) cats.

RECOMMENDATIONS:

That Council direct staff to create a final draft of the Responsible Animal Ownership By-Law reflecting the items discussed in this meeting to be presented to Council in June 2023.

ATTACHMENTS:

Attachment 1 – Comparison of local dog tag prices⁰

Attachment 2 – Map of St Charles (village area)

Attachment 3 – Draft Responsible Animal Ownership By-Law

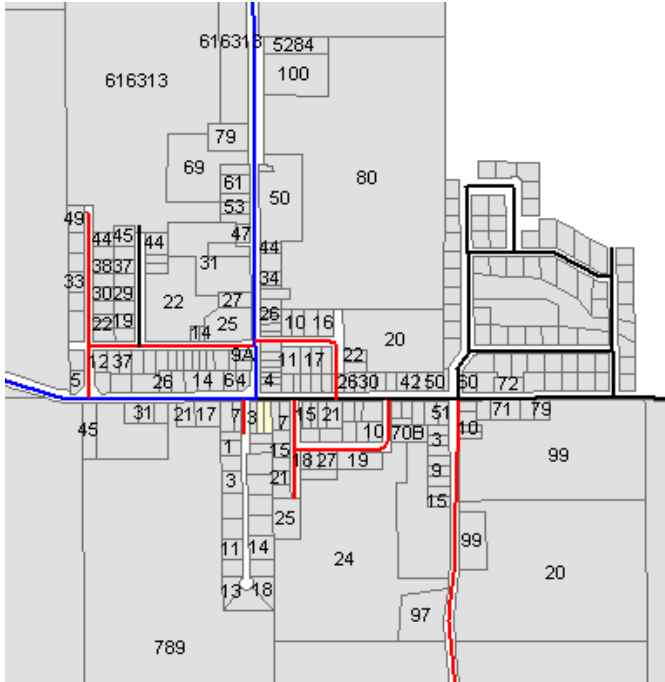
Respectfully submitted by:

Andrea Tarini CBO / By-Law Officer

Attachment 1

Comparison of local dog tag prices (2023)			
	French River*	St Charles	Markstay-Warren
Regular			
Dog Licence - 1 Year (purchased before March 31 (Feb 14 for MW))	\$15.00	\$15.00 (initial) - \$10.00 (renewal)	\$20.00
Dog Licence - 1 Year (purchased after March 31) (Feb 14 for MW)	\$30.00	-	\$30.00
Dog Licence - 3 Year (10% savings)	\$40.50	-	-
Dog Licence - 5 Year (20% savings)	\$60.00	-	-
Dog Licence - Lifetime (30% savings)	\$105.00	-	-
Seniors			
Dog Licence - 1 Year (purchased before March 31) (Feb 14 for MW)	\$10.00	\$13.50 (initial) - \$9.00 (renewal)	\$10.00
Dog Licence - 1 Year (purchased after March 31) (Feb 14 for MW)	\$20.00	-	\$20.00
Dog Licence - 3 Year (10% savings)	\$27.00	-	-
Dog Licence - 5 Year (20% savings)	\$42.50	-	-
Dog Licence - Lifetime (30% savings)	\$80.00	-	-
Other Fees			
Guide/Service/ Therapy Dog(s) – must show Certification	No Fee charged	No fee charged	-
Replacement Tag	\$5.00	\$10.00	\$2.50
Kennel Licence Fee (annual)	\$300.00	-	\$50.00
Impoundment Fee	\$50/day up to 3 days	\$30.00 additional days of impoundment \$5 up to 3 days	\$50.00 plus \$15.00 per day boarding fee (no limit)
with proof of other municipal tag		\$10.00	
*Multiple dogs receive discount (5% for 2 dogs, 10% for three dogs)			
Note - All licences expire on December 31 st			

Attachment 2
Map of St.-Charles (village area)



**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2023-XX

**BEING A BY-LAW TO REGULATE, LICENSE AND CONTROL ALL ANIMALS IN
THE MUNICIPALITY OF ST.-CHARLES**

WHEREAS Sections 8, 9 and 10 of the *Municipal Act, 2001*, as amended, authorize a municipality to pass By-Laws necessary or desirable for municipal purposes, and in particular paragraphs 5, 8 and 9 of subsection 10(2) authorize By-Laws respecting: the economic, social and environmental well-being of the Municipality; the protection of persons and property; and animals;

AND WHEREAS Section 103 of the *Municipal Act, 2001*, as amended, provides that where a municipality has passed a By-Law to regulate or prohibit with respect to the being at large or trespassing of animals, the Municipality may provide for the seizure, impounding and sale of seized and impounded animals;

AND WHEREAS Section 105 of the *Municipal Act, 2001*, as amended requires Council to hold a hearing to determine whether to exempt an owner in whole or in part from muzzling requirements of a dog, when so requested by the dog owner;

AND WHEREAS Section 391 of the *Municipal Act, 2001*, as amended, provides that a municipality may pass By-Laws imposing fees or charges for services or activities provided or done by or on behalf of the Municipality;

AND WHEREAS Section 425 of the *Municipal Act, 2001*, as amended, provides that a municipality may pass By-Laws providing that a person who contravenes a By-Law of the Municipality passed under the *Municipal Act, 2001* is guilty of an offence;

AND WHEREAS it is considered desirable to pass a By-Law relating to Animal Control within the Municipality of St.-Charles.

**NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:**

1. SHORT TITLE:

1.1. The short title of this By-Law shall be the "Responsible Animal Ownership By-Law".

2. DEFINITIONS

- 2.1 “Abandonment”** means ceasing to care for an animal in circumstances that may cause the animal harm or leaving an animal in the care of another person or business without that persons or businesses express knowledge and permission.
- 2.2 “At Large”** means any animal found in any place other than the premises of the owner of the animal, or other private property with the consent of the owner of that property and not under the immediate physical control of any competent or reasonable person by means of a leash that is no more than two (2) metres in length.
- 2.3 “Cat”** means a male or female domesticated cat.
- 2.4 “Control”** includes care and custody.
- 2.5 “Council”** means the elected Council for the Municipality of St.-Charles.
- 2.6 “Daycare Facility”** means a premise that offers care and housing of dogs for profit for a period of no more than ten (10) hours in any twenty-four (24) hour period per dog. For the purpose of this By-Law, a Daycare Facility is not considered to be a kennel.
- 2.7 “Disabled Person”** means a person with a disability.
- 2.8 “Disability”** means both visible and non-visible disabilities pursuant to the Human Rights Code of Ontario.
- 2.9 “Dispatch”** means to destroy, euthanize, or otherwise cause the death of an animal.
- 2.10 “Dog”** means a canine of the species canis familiaris and shall include a male or female dog.
- 2.11 “Domestic Animal”** includes a dog, cat or similar animal kept as a pet which is generally understood to be domesticated and is typically kept indoors at a dwelling unit.
- 2.12 “Dwelling Unit”** means one (1) or more rooms connected together as a self-contained, separate unit in the same building comprising all or part of the building and constituting an independent housekeeping unit for residential occupancy by persons with facilities for persons to sleep, cook, and eat and including its own sanitary facilities.
- 2.13 “Fenced Yard”** means a yard which is completely enclosed by a fence constructed in accordance with the specifications set out in Schedule “C” of this

By-Law provided that the walls or the continuously occupied building are considered a portion of the required fence, provided that all doors in such walls are equipped with locks and that all doors providing access to the fenced yard are locked when a vicious dog or dog included in Schedule "B" to this By-Law is inside the fenced yard.

- 2.14 "Grooming Facility"** means a premise that primarily offers bathing, nail trimming, and / or hair cutting of dogs for profit for a period of no more than ten (10) hours in any twenty-four (24) hour period per dog. For the purpose of this By-Law a grooming facility is not considered to be a kennel.
- 2.15 "Keep"** means to have temporary or permanent control or possession of an animal and the words "kept", or "keeping" have a similar meaning.
- 2.16 "Kennel"** means a premise, including outdoor areas (i.e., dog runs), where dogs are bred, raised, boarded, trained, or housed for similar purposes for a period of longer than ten (10) hours in any twenty-four (24) hour period per dog for profit and shall exclude a Pound established by the Municipality.
- 2.17 "Licence"** means a licence issued under this By-Law.
- 2.18 "Livestock"** means cattle, goats, horses, sheep, swine, poultry, fur-bearing animals, bees, cultured fish, deer, elk, game animals or birds grown, produced or raised.
- 2.19 "Medical Officer of Health of Sudbury"** means the current Medical Officer of Health of Sudbury of Public Health Sudbury and District or their authorized designates.
- 2.20 "Municipal Law Enforcement Officer"** means anyone appointed by the Corporation of The Municipality of St.-Charles to enforce the provisions of this By-Law.
- 2.21 "Municipality"** means the Corporation of the Municipality of St.-Charles.
- 2.22 "Muzzled"** means to have securely affixed around the snout or the mouth and nose of a dog a device commonly known as a muzzle manufactured by a recognized manufacturer of muzzles for dogs such that the dog when muzzled will be prevented from biting a person or animal.
- 2.23 "Owner"** means any person who possesses or harbours an animal and, where the owner is a minor, the person responsible for the custody of the minor, and includes a person who is temporarily the keeper or is in control of the animal.
- 2.24 "Police work dog"** means a dog trained to aid Law Enforcement Officers and used by such Officers in the execution of their duties.

- 2.25 “Pound”** means such place or places established by the Municipality for the impoundment of dog(s) seized pursuant to the provisions of this By-Law.
- 2.26 “Premises”** means the entire lot on which a single dwelling unit building, or a multi-dwelling unit building is situated and includes a vacant lot.
- 2.27 “Prohibited animal”** means any animal specified in Schedule ‘A’ of this By-Law.
- 2.28 “Public property”** includes all lands owned by the Municipality.
- 2.29 “Recognized Animal Shelter or Rescue”** A not-for-profit or charitable organization, registered with the Licence Issuer, whose mandate and practices are predominately the rescue and placement of animals, and facilitating the spaying or neutering of animals, or for animal welfare purposes.
- 2.30 “Senior Citizen”** means a person who has attained the age of sixty-five (65) years.
- 2.31 “Service Dog”** means any dog 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 related to his or her disability; or where the person provides a letter from a physician or nurse confirming that he or she requires the dog for reasons related to his or her disability; or presents a valid identification card signed by the Attorney General of Canada or a Certificate of Training from a recognized guide dog training school.
- 2.32 “Tag”** means the tag or token issued under this By-Law as proof of registration of the dog in the Municipality.
- 2.33 “Town Limits”** means the areas defined as town limits within Schedule ‘D’ of this By-Law.
- 2.34 “Vicious dog”** means any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or persons that a Municipal Law Enforcement Officer has chosen to designate as vicious pursuant to Section 10 of this By-Law; or any dog specified in Schedule “B” of this By-Law

3. LICENSING AND REGISTRATION

- 3.1.** Every owner of a dog over the age of six (6) months shall annually license the dog and shall maintain the licence in good standing.
- 3.2.** Every owner of a dog shall annually renew the dog’s licence on or before its date of expiry. All licences expire on December 31st.

- 3.3.** Every owner making an application for a dog licence shall provide the following information upon registration:
- a.** The name, postal address, and telephone number of the owner; and,
 - b.** The name, age, sex, and description of each dog to be licensed.
- 3.4.** Every application for a dog licence shall be accompanied by a fee in accordance with the Municipality's Fees and Charges By-Law.
- 3.5.** Every owner, with proof of certificate, that requires the assistance of a guide, service or therapy dog, may, upon application to the Municipality, obtain a licence and no fee shall be charged for such licence.
- 3.6.** Upon payment of the dog licence fee, the owner shall be provided with a tag from the Municipality and shall keep the tag securely fixed on the dog at all times while the dog is in any place other than the premises of the owner or other private property with the consent of the owner of that property.
- 3.7.** The tag shall bear an identification number and a record shall be kept by the Municipality showing the name, address and contact information of the owner and a brief description of the dog.
- 3.8.** Every dog licence issued pursuant to the provisions of this By-Law shall be effective from the date of issuance until December 31st of the year purchased and no refund of any licence fee paid, or any portion thereof shall be made in the event of the death, destruction, or removal from the Municipality of a dog before the expiration of the license period.
- 3.9.** For a 'Lifetime' license issued, the licence shall be valid from the date of issuance to the death of the dog and shall not be transferred to any other dog.
- 3.10.** If a tag is lost or stolen, the owner shall make an application for a replacement tag as per the Municipality's Fees and Charges By-Law.
- 3.11.** No dog licence shall be transferred from one (1) dog to another.
- 3.12.** No person shall use for any dog, a licence receipt or a licence tag issued for another dog.
- 3.13.** If a licensed dog changes owners, the new owner shall notify the Municipality to update the registration within fifteen (15) days of becoming the owner.
- 3.14.** The provisions of Section 3 of this By-Law shall not apply to owners temporarily in the Municipality for a period not exceeding fourteen (14) days.

- 3.15.** Notwithstanding any provision of this By-Law, a Service Dog, Police Work Dog or a dog that is being fostered from a recognized animal shelter or rescue shall be provided with a licence and tag free of charge upon providing to the Municipality at the time of registration, evidence satisfactory to the Municipality.
- 3.16.** No person shall keep or permit in or about any dwelling unit or premises more than **three (3)** dogs over the age of six (6) months without a valid kennel license.
- 3.17.** No person shall keep or permit in or about any dwelling unit or premises more than **five (5) cats** over the age of six (6) months.
- 3.18.** The provisions of Section 3.16 shall not apply if the owner of the dogs can prove that the dogs are used for livestock protection and / or for agricultural purposes.
- 3.19.** Notwithstanding the provisions contained in Section 3.16, any owner of dogs who owns, harbours, maintains or possesses more than the permitted total number of dogs on the effective date of this By-Law, and is able to provide proof that these dogs were licensed prior to the passing of this By-Law, or that they have been licensed within three (3) months after the passing of this By-Law, shall be permitted to own these dogs until they are deceased and / or relocated.
- 3.20.** Notwithstanding the provisions contained in Section 3.16, any person who becomes a resident of the Municipality after the passing of this By-Law who owns, harbours, maintains or possesses more than the permitted total number of dogs on the date that they become a resident of the Municipality, shall be permitted to own these dogs until they are deceased and / or relocated so long as all dogs are licensed within three (3) months of the owner becoming a resident of the Municipality.
- 3.21.** Notwithstanding the provisions contained in Section 3.16, any dog owner who owns, harbours, maintains or possesses the permitted total number of dogs may, for a period not exceeding fourteen (14) days, allow to be kept one (1) additional dog so long as it is not kept for profit and so long as all dogs that permanently reside in the Municipality are licensed.
- 3.22.** Notwithstanding the provisions contained in Section 3.16, any owner of a Daycare Facility or Grooming Facility may harbour more than the permitted number of dogs for a period not exceeding ten (10) hours in any twenty-four (24)-hour period per dog.
- 3.23.** Notwithstanding the provisions contained in Section 3.16, lodges, hotels, motels and trailer parks may harbour more than the permitted number of dogs so long as the owner of the lodge, hotel, motel and / or trailer park only owns the permitted number of dogs and every dog owned by the owner of the lodge, hotel, motel and / or trailer park is licensed.

4. PROVISIONS OF CARE

- 4.1.** Every person who keeps an animal within the Municipality shall ensure that such animal is provided with:
- a.** clean and sanitary environment free from accumulation of fecal matter;
 - b.** adequate and appropriate care, food, water, shelter and opportunity for physical activity; and,
 - c.** necessary veterinary medical care when the animal exhibits signs of pain, illness or suffering.
- 4.2.** Every person who keeps a dog which normally resides outside, or which is kept outside unsupervised for extended periods of time, shall ensure the dog is provided with:
- a.** a house or shelter that has sufficient space to allow the dog the ability to turn around freely and lie in a normal position, and that will provide protection from the outdoor elements as appropriate to the dog's weight and type of coat;
 - b.** an exercise area (Run) with:
 - i.** a minimum area of 50 sq. ft.; and,
 - ii.** a minimum of 5' between any two (2) opposite walls of the enclosure.
 - c.** if the dog is confined by means of a leash, the leash shall be long enough to allow the dog to have free movement in an area of at least 50 sq. ft. with no obstructions in that area so the dog cannot become trapped and / or restricted of movement.
- 4.3.** No person shall cause or allow an animal to be hitched, tied or fastened while unattended by the owner to a fixed object where a choke collar, choke chain or pinch collar forms part of the securing apparatus, or where a rope or cord is tied directly around the animal's neck or where the animal could become trapped or injured by an obstruction.
- 4.4** No person shall cause or allow an animal to be confined in an enclosed space, including a motor vehicle, without adequate ventilation.
- 4.5** No person shall transport or allow the transport of an animal outside the passenger compartment of any motor vehicle or trailer unless the animal is adequately confined or unless it is secured in a body harness or other manner of fastening which is adequate to prevent the animal from falling off the vehicle or otherwise injuring itself.
- 4.6** In any prosecution or proceeding under Section 4.5, the registered owner or operator, as applicable, of the motor vehicle or trailer shall be deemed to be the owner of the dog, unless he or she proves to the satisfaction of a Justice of the Peace that at the time of the offence, the motor vehicle was not being used to transport the dog by him / her and that the motor vehicle was not being used by any other person with consent, express or implied.

- 4.7** No person shall cause or allow a dog to be muzzled unless it is in the immediate care and control of the owner.
- 4.8** No person shall cause or allow the neglect, torment, abuse, or punishment of any animal in any manner to an extent that is cruel or unnecessary.
- 4.9** No person shall cause or allow the abandonment of an animal.
- 4.10** No person shall cause or allow a female dog who is in heat to be left unattended at any time outside the secure confines of a dwelling unit.

5. KENNEL OPERATION

- 5.1.** No person shall own or operate or allow the ownership or operation of a Kennel without a licence issued by a Municipal Law Enforcement Officer.
- 5.2.** Kennels shall be managed and operated by the property owner on which the Kennel is located, and the kennel operator / manager shall reside on the subject property.
- 5.3.** Every person applying for a kennel licence shall submit to the Municipality a completed application together with the following:
 - a.** a site plan drawn to scale showing the location of all buildings, structures, dog runs or facilities on the subject property, including the location of all buildings, structures, dog runs or facilities, or parts thereof, to be used as a kennel. The site plan must also specify the distance which separates the kennel from all property lines and all buildings, structures, dog runs or facilities;
 - b.** a list of all dogs to be kept permanently at the subject property, noting verification of current rabies vaccination for each dog (except where they are under three (3) months of age);
 - c.** the applicable fee, as required by the Municipality's Fees and Charges By-Law, as amended; and,
 - d.** a declaration by the owner that they have never been convicted under Section 446 of the *Criminal Code of Canada* pertaining to animal cruelty.
- 5.4.** All new or renewal licenses for a Kennel will only be approved by the Municipal Law Enforcement Officer once they have inspected the premises to ensure compliance with this or any other applicable By-Law.
- 5.5.** Every person renewing their kennel licence shall, yearly on or before the 15th day of February of the next year, shall submit the following to the Municipality:
 - a.** a list of all dogs to be kept permanently at the subject property, noting verification of current rabies vaccination for each dog (excepts where they are under three (3) months of age); and.

- iv. provide an eight (8) hour period of darkness in every twenty-four (24) hour period;
- i. each room that is used for the housing of dogs shall provide ventilation for the health, welfare, and comfort of every dog by either:
 - i. having an opening for natural ventilation with a minimum aggregate unobstructed free flow area of one percent (1%) of the floor area of the room, or,
 - ii. having a mechanical ventilation device in working order which changes the air at least twice each hour;
 - iii. each room that is used for the housing of dogs shall at all times, be maintained at a temperature suitable for the health, welfare, and comfort of every dog therein;
- j. each cage or pen used for the housing of dogs shall be so constructed and maintained that:
 - i. every dog in the cage or pen may comfortably extend its legs to their full extent, stand, sit, turn around, and lie down in a fully extended position;
 - ii. it is not likely to harm any therein;
 - iii. any dog therein cannot readily escape there from; and,
 - iv. it may be readily cleaned;
- k. each doorway, window, and outside opening shall be screened during the period of May 1st to October 1st of each year;
- l. the yards and runways shall be:
 - i. fenced so any dogs therein cannot readily escape there from;
 - ii. partially shaded; and,
 - iii. gravelled and well drained; or,
 - iv. paved with concrete, asphalt, or other impermeable material;
 - v. graded to an adequate drain or gutter; and,
 - vi. cleaned at least once daily when in use;
- m. each area in which dogs are kept shall, at all times be maintained in a clean and sanitary condition;
- n. excreta, dead animals, and other waste resulting from the keeping of dogs shall be removed in a timely fashion from the premises.
- o. every Kennel shall have a manure receptacle for the storage of dog waste. All kennel owners shall comply with the provisions of *Part V of the Environmental Act, R.S.O. 1990* and all regulations thereto with respect to waste management systems, including but not limited to the collection and disposal of waste;
- p. every person who owns and operates a Kennel shall give regard to the guidelines set out in the 'Code of Practice of Canadian Kennel Operations' of the *Canadian Veterinary Medical Association*;
- q. every person who owns or operates a Kennel shall undertake measures to ensure that residences on adjacent properties are not subjected to persistent noise by dogs kept at a kennel operation. Complaints concerning noise will be investigated subject to the Municipality's Noise By-Law.
- r. the Medical Officer of Health of Sudbury shall enter any building and order the removal of any matter or thing which is dangerous or injurious to the public health including any or all of the above-mentioned items, whenever it appears

to the Medical Officer of Health that is necessary for the preservation of the public health or for the abatement of anything dangerous or injurious to the public health;

- s. every dog shall be supplied with:
 - i. food of a type and in amounts nutritionally adequate for the dog; and,
 - ii. adequate amounts of potable water; and,
 - iii. medical service for any disease or injury from which the dog may be suffering;
- t. the owner, operator or a person designated by the owner or operator shall attend the Kennel at least once every twelve (12) hours when dogs are being kept in the Kennel;
- u. when the owner, operator or their designate is not present, all dogs must be kept separate by means of a cage or other similar measure from each other;
- v. the owner of a Kennel will collect from the owner of every dog that uses their facility the dog owners: name, address, phone number, emergency contact phone number and the most recent vaccination records of the dog. A record of when the dog is kept at the Kennel shall also be kept. This information must be maintained for one (1) year from the date of collection. This information shall be shared with any Municipal Law Enforcement Officer or the Medical Officer of Health of Sudbury upon request;

6. RUNNING AT LARGE / UNDER CONTROL

- 6.1. No person shall allow or permit livestock to run at large in the Municipality of St.-Charles
- 6.2. No person shall allow or permit a dog to run at large in the Municipality of St.-Charles.
- 6.3. A dog shall not be deemed running at large if it is a Police Work Dog and is being used during police duties or in training.
- 6.4. A dog shall not be deemed running at large if it is a hunting dog accompanied by the owner or other reasonable adult and is actively engaged in hunting or training for hunting, on un-posted land or on posted land with permission from the owner.

7. SEIZURE AND IMPOUNDMENT

- 7.1. Subject to Section 6.2 of this By-Law, an Officer may:
 - a. seize and impound any dog found to be running at large;
 - b. restore possession of the dog to the owner where:
 - i. the owner claims possession of the dog within three (3) working days (exclusive of statutory holidays and weekends) after the date of seizure; and,

- ii. the owner pays to the Municipality the Seizure / Impoundment Fee, in accordance with the Municipality's Fees and Charges By-Law, for the dog seized and impounded, plus the cost of any damages, expenses and / or veterinary care.

- 7.2. An Officer may order the dispatch of any dog, without first seizing or impounding it if the officer is unable to seize the dog after making reasonable attempts to do so or, that dog is suspected to be rabid or, that dog, while at large has, is or is about to attack, kill, injure, menace, damage, or destroy, as the case may be:
 - a. any person;
 - b. another animal; or,
 - c. personal property.
- 7.3. An Officer who seizes and impounds a dog shall make reasonable efforts to locate the owner of the dog and inform the owner of the seizure and / or impoundment.
- 7.4. No person shall unlock, unlatch, or otherwise open a vehicle or cage in which dogs seized by an Officer have been or are being placed.
- 7.5. Notwithstanding, any other provisions of this By-Law where, in the opinion of an Officer or his or her designate, a dog which has been seized requires the immediate services of a qualified veterinarian, or should be dispatched for humane reasons or reasons of public safety, the Officer may dispatch the dog as soon after the seizure as the Officer or his or her designate thinks fit without first permitting the owner to reclaim the dog or offering the dog for sale. If such dog has been delivered to a qualified veterinarian for care, the owner of the dog shall be responsible for any and all costs or charges associated with the services provided by the veterinarian.

8. STOOP AND SCOOP

- 8.1. Any person having control of an animal, except horses being actively used in transportation, shall immediately remove any feces left by the animal on any property, other than the owner's property including, but not limited to:
 - a. on a highway;
 - b. in a public park;
 - c. on any public property; or,
 - d. on municipal streets and roads.
- 8.2. Any person having control of an animal shall have in his / her possession the necessary equipment to proceed immediately with the removal of any feces.
- 8.3. Every owner of an animal shall remove from his or her property, in a timely manner, feces left by an animal, so as not to disturb the enjoyment, comfort, convenience of any person in the vicinity of the property.

- 8.4.** Section 8 does not apply to an owner of a service dog, where the owner is unable to remove animal waste due to a physical impediment or a blind or visually impaired pet owner.
- 8.5.** Every owner of a horse shall remove, within twenty-four (24) hours, any feces left by the horse on any roadway within fifty (50) metres of town limits or in any public park.

9. PROHIBITED ANIMALS

- 9.1.** No person shall keep in the Municipality, either on a temporary or permanent basis, any prohibited animal, as set out in Schedule "A".
- 9.2.** No person shall keep livestock in an area of the Municipality unless the area is zoned for that purpose or is lawfully used for that purpose.
- 9.3.** Despite Section 9.1, a provincially authorized wildlife custodian may keep an animal prohibited under this By-Law in accordance with the authorization.
- 9.4.** No person shall keep or permit to be kept any insect, arachnid or squamatea permitted under this By-Law except in an escape-proof enclosure.
- 9.5.** No person shall keep or permit to be kept any lagomorph, marsupial or rodent permitted under this By-Law except in a suitable enclosure.
- 9.6.** For the purposes of 9.6 "Institution and Facility" have the meaning given to those words by Canada's Accredited Zoos and Aquariums. Despite Section 9.1, an institution whose facility is accredited by Canada's Accredited Zoos and Aquarium may keep an animal prohibited under Section 9.1 if:
- a.** the institution maintains its Canada's Accredited Zoos and Aquariums accreditation;
 - b.** neither the institution or the facility sells or offers for sale, animals;
 - c.** the facility is on premises zoned under the Municipality's Zoning By-Law permitting the use;
 - d.** the facility is on a premises where there is no residential use;
 - e.** the facility:
 - i.** shares no common wall with any other use or is self-contained in accordance with its Canada's Accredited Zoos and Aquariums accreditation;
 - ii.** shares no NVAC system and no plumbing system with any other use;
 - f.** signs are posted in the facility at all public entrances / exits and in each room where animals are displayed that:
 - i.** include the statements:

- caution: the animals on display are unpredictable and may be dangerous;
- after touching the animals or their living areas, wash your hands.

9.7. Despite Sections 9.4 and 9.5, animals kept on premises that meet the requirements of Section 9.6 may be kept outside of an escape-proof enclosure or a suitable enclosure for educational purposes.

10. VICIOUS DOGS

10.1. No owner of a dog shall permit his or her dog to attack or to bite without provocation, a person, a domestic animal or livestock.

10.2. Where the Municipality is informed upon written complaint and is satisfied that a dog has attacked without provocation or bitten a person or domestic animal or livestock and has further been provided with satisfactory evidence as to the name and address of the owner of the dog, the Municipality may serve notice on the owner of the dog that the dog is deemed to be a vicious dog and requiring the owner to comply with any or all of the requirements set out in subsections 10.4 and 10.5.

10.3. Service of notice that a dog has been deemed a vicious dog may be affected on the person shown in the Municipality's records as the owner of the dog, or where the dog does not appear to be registered pursuant to the By-Law, on such other person who appears to be the owner of the dog. Service may be affected by personal service, by mail or by posting up in a conspicuous place at the address shown in the records of the Municipality as the address for the owner of the dog, or where the dog is not registered under the By-Law, at such address as appears to be the address of the owner of the dog. Service of the notice shall be effective upon the date that personal service is affected, or where served by mail or by posting, shall be deemed effective on the 3rd day after mailing or posting as the case may be.

10.4. The owner of a vicious dog shall at all times when the dog is not contained within the owners property:

- a. keep the vicious dog muzzled; and,
- b. keep the vicious dog under the effective control of a person sixteen (16) years of age or older and under leash not to exceed 1.23 meters (4 feet) in length.

10.5. The owner of a vicious dog shall at all times, when it is not in the owners dwelling but otherwise within the boundaries to the owner's lands, ensure that the vicious dog shall be contained within an enclosed area, including a fence of an appropriate height for the breed of the dog, or in a manner such that the vicious dog is unable to come into contact with persons or other animals. Gates in such an enclosure shall be locked at all times when the dog is in the enclosure. designed in such a

fashion and with such material which will prevent the dog from digging its way out of or otherwise escaping from the enclosed run and not to restrict the generality of the foregoing having sides and top constructed of chain-link fencing as set out in Schedule "C" to this By-Law and a solid base securely attached to the side.

- 10.6.** Every owner of a vicious dog shall notify the Municipality within two (2) working days of any change in ownership or residence of the vicious dog and provide the Municipality with the new address and telephone number of the owner.
- 10.7.** Every owner of a vicious dog shall notify the Municipality within two (2) working days if the vicious dog is deceased.
- 10.8.** Every owner of a vicious dog shall display a "Beware of Dog" sign in a conspicuous location on their property so as to be visible to every person entering the property from a public highway.
- 10.9.** Where the owner of a vicious dog is informed that his or her dog has been deemed to be a vicious dog, the owner may wish to appeal the decision by requesting for a hearing by Council or Committee, in accordance with the processes, rules and procedures thereto, or successor By-Law(s) as applicable. An application for a hearing shall be filed with the Clerk within fourteen (14) business days of service of the written order of the dog being deemed to be a vicious dog together with the applicable appeal fee.
- 10.10.** An owner of a vicious dog shall notify the kennel owner or operator that his or her dog was deemed vicious.
- 10.11.** The notification that a dog is a vicious dog is effective from the date it is served, even if a hearing before Council is requested by the owner of the dog affected.
- 10.12.** No person shall operate a Kennel containing a vicious dog or a dog included in Schedule "B" to this By-Law.
- 10.13.** The provisions of Section 10.10 of this By-Law do not apply to a person operating a Kennel who has in the Kennel a vicious dog or a dog specified in Schedule "B" to this By-Law for the purpose of providing any of the following services:
 - a.** the temporary boarding of such dog;
 - b.** the grooming of such dog;
 - c.** the training of such dog; or,
 - d.** medical attention for such dog provided he/she complies with the provisions of Section 10.4.

11. POUNDS

- 11.1.** For the purpose of this By-Law, Council may establish a pound(s) for the impoundment of dog(s) seized by an Officer or their designate pursuant to the provisions of this By-Law and may establish, from time to time, such rules and regulations of such pound(s).
- 11.2.** If a dog(s) is seized and / or impounded, an administration fee as outlined in the Municipality's Fees and Charges By-Law will be imposed per dog on the owner of the dog(s), plus any fees incurred from the pound(s) itself.

12. ENFORCEMENT

- 12.1.** Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction shall be liable to a fine prescribed and recoverable under the provisions of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, for each offence committed.
- 12.2.** The Administrative Monetary Penalty System By-law applies to each administrative penalty issued pursuant to this By-Law.
- 12.3.** No person shall hinder or otherwise obstruct, nor attempt to hinder or obstruct, either directly or indirectly, an Officer, an employee and / or agent of the Municipality in the lawful exercise of a power or duty under this By-Law.
- 12.4.** Each person who contravenes any provision of this By-Law shall, upon issuance of a penalty notice in accordance with Administrative Monetary Penalty System By-Law, be liable to pay to the Municipality an administrative monetary penalty.
- 12.5.** Before the Officer and other appointed officials takes any action as a result of a complaint, the complainant shall give to the investigative Officer involved a written statement describing the incident, stating his or her name, address, telephone number, and date and time of incident.
- 12.6.** Upon registering a conviction for a contravention of any provision of this By-Law, the Provincial Offences Court may, in addition to any other remedy and to any penalty imposed by this By-Law, make an Order prohibiting the continuation or repetition of the offence by the person convicted.
- 12.7.** The penalty provided for violation of any of the provisions of this By-Law shall be separate from and in addition to the requirements for payment of expenses of confining the dog imposed by the Officer.

13. SEVERABILITY

- 13.1.** Should a Court of competent jurisdiction declare a part or 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, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under law.

14. SCHEDULES

- 14.1.** Schedules "A", "B", "C", "D" & "E" shall be deemed to form part of this By-Law.

15. AUTHORITY

- 15.1.** That By-Law 2012-09 and all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
- 15.2.** This By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS XXTH DAY OF XXX 2023.**

MAYOR

CLERK

SCHEDULE "A"
RESPONSIBLE ANIMAL OWNERSHIP BY-LAW 2023-XX
MUNICIPALITY OF ST.-CHARLES

PROHIBITED ANIMALS

1. All protected or endangered animals, being all animals, native or non-native, whose possession or sale is prohibited because they are designated as protected or endangered pursuant to an international, federal, or provincial law, regulation, rule or agreement, unless the animal has been obtained in accordance with international, federal or provincial law, as applicable, and if the animal is not identified in this Schedule, and the animal is kept in accordance with this By-Law and the Municipality of St.-Charles Zoning By-Law.
2. No person shall keep in the Municipality of St.-Charles, either on a temporary or permanent basis, any prohibited animal belonging to the following orders:
 - a) **Anseriformes** (e.g., ducks, geese, swans, and screamers), except when located on property zoned for agricultural uses;
 - b) **Artiodactyla** (e.g., cattle, goats, sheep, pigs, deer, elk, alpacas, and llamas), except when located on property zoned for agricultural uses;
 - c) **Carnivora** (e.g., otters, wolves, bears, coyotes, foxes, tigers, leopards, cougars, lions, lynx, mink, skunks, weasels, badgers, mongooses, and raccoons), except dogs, cats and ferrets;
 - d) **Chiroptera** (e.g., bats, myotis and flying foxes);
 - e) **Crocodylia** (e.g., alligators, crocodiles, gavials, and caimans);
 - f) **Edentates** (e.g., anteaters, sloths, and armadillos);
 - g) **Galliformes** (e.g., pheasants, grouse, guinea fowls, turkeys, chickens and peafowls), except when located on a property zoned for agricultural uses;
 - h) **Lagomorpha** (e.g., hares and pikas), except domestic rabbits;
 - i) **Marsupial** (e.g., koalas, kangaroos, opossums, and wallabies), except sugar gliders derived from self-sustaining captive populations;
 - j) **Perissodactyla** (e.g., horses, donkeys, jackasses, mules, zebras, and ponies), except when located on property zoned for agricultural uses;
 - k) **Primates** (e.g., chimpanzees, gorillas, monkeys, and lemurs);
 - l) **Proboscidea** (e.g., elephants, rhinoceros, hippopotamuses);
 - m) **Raptors** (e.g., eagles, hawks, falcons, and owls), except as permitted under a provincial falconry licence;
 - n) **Rodentia** (e.g., porcupines, prairie dogs, nutria, and chinchillas) except where neither the female nor the male of the species exceeds or will exceed 1,500 grams in weight before or at maturity and that are derived from a self-sustaining captive population;
 - o) **Squamata** (e.g., lizards and snakes) except non-venomous snakes where neither the female nor the male of species exceeds or will exceed two (2) metres in length from nose to tip of tail before or at maturity and non-venomous lizards (not including iguana) where neither the female nor the

male of the species exceeds or will exceed one (1) metre in length from nose to tip of tail before or at maturity; or,

- p) **Struthioniformes** (e.g., ostriches, rheas, cassowaries, emus, and kiwis), except when located on property zoned for agricultural uses;
3. No person shall keep or permit to be kept an animal that is venomous or poisonous, except *Grammostola rosea* (Chilean Rose), *Brachypelma smithi* (Mexican Red-Knee) and *Avicularia avicularia* (Pink-Toe) Tarantulas and *Pandinus imperator* (Emperor) and *Heterometrus spinifer* (Asian Forest) Scorpions.

**SCHEDULE “B”
RESPONSIBLE ANIMAL OWNERSHIP BY-LAW 2023-**
MUNICIPALITY OF ST.-CHARLES**

List of dogs banned in the province of Ontario under the ***Dog Owners Liability Act***.

- Pit Bull Terrier
- Staffordshire Bull Terrier
- American Staffordshire Terrier
- American Pit Bull Terrier
- A dog that has an appearance and physical characteristics that is substantially similar to the dogs above

SCHEDULE "C"
RESPONSIBLE ANIMAL OWNERSHIP BY-LAW 2023-XX
MUNICIPALITY OF ST.-CHARLES

Fences:

Fences shall be 1.8 meters (6 feet) in height and installed such that no gap greater than 150 mm (4 inches) exists between the underside of the fence and the finished grade and shall further comply to the Municipal Zoning By-Law, as amended, and all other Municipal By-Laws pertaining to fences. Fences shall be of a design that will reasonably deter children from climbing it to gain access to the fenced in area and that will prevent a vicious dog or a dog included in Schedule "B" to this By-Law from digging its way out of or otherwise escaping from the enclosed yard. If a fence contains an opening for access, the opening shall be closed with a gate which shall provide protection equivalent to the fence and shall be equipped with self-latching devices and locks located at the top of and inside the gates.

A fence shall:

- If of chain-link construction:
 - a. be of not greater than 50 mm (2 inch) diamond mesh;
 - b. be constructed of galvanized steel wire not less than 3.6 mm diameter (no. 11 gauge), or of minimum 2.9 mm diameter (no. 11 gauge) steel wire covered with a vinyl coating forming a total thickness equivalent to 3.6 mm diameter (no. 9 gauge); and,
 - c. be supported by at least 38 mm (1.5 inches) diameter galvanized steel posts installed in accordance with good fencing techniques. Such posts shall be spaced not more than 3 m (10 feet) apart. Top horizontal rails shall be a 12 mm (.5 inch) diameter galvanized tension rail or a 32 mm (1.25 inches) diameter galvanized rail.
- If wood construction:
 - a. be of alternating vertical boards attached to supporting horizontal members. Such vertical boards shall have a minimum dimension of 19 X 88 mm (1 X 4 inches nominal) and spaced at maximum of 100 mm (4 inches);
 - b. supporting horizontal members shall have a minimum dimension of 38 X 88 mm (2 X 4 inches nominal) and shall be spaced a minimum of 1.4 m (4 feet 6 inches) apart; and,
 - c. horizontal members shall be supported by posts spaced not more than 2.4 m (8 feet) on centre. Such posts shall be 88 mm (4 inches nominal) square or in diameter and securely placed to a minimum of 0.6 m (2 feet) below grade. That portion below grade shall be treated with a wood preservative or the post shall be of pressure treated wood.
- If the fence design is other than specified than wood construction or chain-link construction, such fence shall require approval by the By-Law Enforcement Officer.

**SCHEDULE “D”
RESPONSIBLE ANIMAL OWNERSHIP BY-LAW 2023-**
MUNICIPALITY OF ST.-CHARLES**

TOWN LIMITS

TOWN OF ST.-CHARLES (IF REQUIRED)

DRAFT

SCHEDULE "E"
RESPONSIBLE ANIMAL OWNERSHIP BY-LAW 2023-XX
MUNICIPALITY OF ST.-CHARLES

PART 1 – PROVINCIAL OFFENCE ACT FINES

ITEM	Column 1 SHORT FORM WORDING	Column 2 PROVISION CREATING OR DEFINING THE OFFENCE	Column3 SET FINES
1	Fail to license a dog	Section 3.1	\$100.00
2	Fail to keep a tag fixed to a dog while off premises	Section 3.6	\$50.00
3	Keep more than three (3) dogs	Section 3.16	\$100.00
4	Keep more than five (5) cats	Section 3.17	\$75.00
5	Fail to provide a clean and sanitary environment for an animal	Section 4.1 (a)	\$200.00
6	Fail to provide appropriate care, food, water, shelter or physical activity to an animal	Section 4.1 (b)	\$200.00
7	Fail to provide necessary veterinary care to an animal	Section 4.1 (c)	\$200.00
8	Improperly hitch tie or fasten an animal	Section 4.3	\$200.00
9	Fail to provide an animal with proper ventilation	Section 4.4	\$200.00
10	Improperly transport an animal	Section 4.5	\$200.00
11	Improperly muzzle a dog	Section 4.7	\$200.00
12	Neglect, abuse torment or punish an animal	Section 4.8	\$300.00
13	Cause or allow the abandonment of an animal	Section 4.9	\$300.00
14	Cause or allow a dog in heat to be unattended	Section 4.10	\$150.00
15	Operate a Kennel without a license	Section 5.1	\$500.00
16	Fail to maintain a Kennel in a clean and sanitary condition	Section 5.9 (m)	\$300.00
17	Fail to remove waste from a Kennel in a timely fashion	Section 5.9 (n)	\$300.00
18	Permit livestock to run at large	Section 6.1	\$150.00
19	Permit a dog to run at large	Section 6.2	\$100.00
20	Unlawfully unlock, unlatch, or open a vehicle or cage containing seized animal	Section 7.4	\$300.00
21	Fail to remove feces left by an animal	Section 8.1	\$100.00
22	Fail to possess necessary equipment to remove feces	Section 8.2	\$75.00
23	Fail to remove feces from own property in a timely manner	Section 8.3	\$100.00
24	Fail to remove feces left by a horse	Section 8.5	\$100.00
25	Keep or permit to be kept a prohibited animal	Section 9.1	\$400.00
26	Keep livestock in an area not zoned for agricultural use	Section 9.2	\$300.00
27	Fail to keep an insect, arachnid or squamate in an escape proof enclosure	Section 9.4	\$100.00

28	Fail to keep a lagomorph, marsupial or rodent in a suitable enclosure	Section 9.5	\$100.00
29	Permit a dog to attack or bite	Section 10.1	\$300.00
30	Fail to muzzle a vicious dog	Section 10.4 (a)	\$200.00
31	Fail to keep a vicious dog under control	Section 10.4 (b)	\$400.00
32	Fail to contain a vicious dog within an enclosed area	Section 10.5	\$200.00
33	Fail to notify the Municipality of a change of ownership or residence of a vicious dog	Section 10.6	\$150.00
34	Fail to notify the Municipality of the death of a vicious dog	Section 10.7	\$75.00
35	Fail to notify a kennel owner that a dog is designated as vicious	Section 10.10	\$150.00
36	Operate a Kennel containing a vicious dog	Section 10.12	\$300.00
37	Hinder or obstruct an officer	Section 12.3	\$600.00

NOTE: Penalty Provisions for the offences indicated above is Section 12 of the By-Law 2023-**, a certified copy of which has been filed.

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2023-18

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE MUNICIPALITY OF
FRENCH RIVER FOR ANIMAL CONTROL SERVICES**

WHEREAS Section 20 (1) of the *Municipal Act, 2001*, S. O. 2001, c. 25 provides that a municipality may enter into an Agreement with one or more municipalities or local bodies or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into an Agreement with the Municipality of French River for Animal Control Services;

**NOW THEREFORE COUNCIL FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:**

1. THAT the Corporation of the Municipality of St.-Charles enter into an Agreement with the Municipality of French River for Animal Control Services.
2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Agreement attached hereto and identified as Schedule "A" to this By-Law.
3. THAT the attached Schedule "A" forms part of this By-Law.
4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
5. THAT this By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS 31ST DAY OF MAY 2023.**

MAYOR

CLERK

SCHEDULE "A"

THIS AGREEMENT MADE IN DUPLICATE THIS 17th DAY OF MAY, 2023

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES
(hereinafter referred to as St.-Charles)**

AND:

**The Corporation of the Municipality of French River
(hereinafter referred to as French River)**

WHEREAS the Municipality of St.-Charles deems it desirable to engage the services of the Municipality of French River to perform Animal Control Services;

AND WHEREAS the Municipality of French River has agreed with the Municipality of St.-Charles to perform such service on the terms and conditions hereinafter contained;

AND WHEREAS Section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended, authorizes a municipal Council to appoint Municipal Law Enforcement Officers, who shall be peace officers for the purpose of enforcing municipal By-Laws;

NOW THEREFORE, in consideration of the Mutual provisions contained in this agreement, the Municipality of French River and the Municipality of St.-Charles agree with the other as follows:

1. ST.-CHARLES AGREES

- 1.1. To appoint Municipal Law Enforcement Officers of French River for the purpose of enforcing the provisions of St.-Charles by-laws and provincial legislation with respect to animal control, and animal licensing.
- 1.2. To grant the Municipal Law Enforcement Officer the right to pick up and impound any Animal in accordance with the provisions of St.-Charles by-law regulating, licensing and controlling animals and any other duty outlined in said by-law.
- 1.3. To retain pound services from an agreed 3rd party for the duration of the agreement.
- 1.4. To post and maintain any signage that is installed to aid in the enforcement of its by-laws with respect to animal control.

2. REPORTING

- 2.1. The Municipal Law Enforcement Officer shall attend meetings of Council when required and will provide quarterly reporting to Council reporting on the activities of the department.

- 2.2. The Municipal Law Enforcement Officer shall report or discuss any potential problems to St.-Charles' CAO pertaining to animal control who will report or discuss such problems with Council as required.
- 2.3. Operational concerns shall be reported to French River's CAO to be discussed and addressed with St.-Charles' CAO.

3. SCHEDULE OF WORK

- 3.1. The Municipal Law Enforcement Officer will generally work during regular business hours from Monday to Friday between 8am and 5pm unless certain circumstances arise that require work outside those hours. Any hours worked over the regularly scheduled 40 hours per week may be considered overtime and St.-Charles will be billed time and half hourly rate.

4. PAYMENT OF SERVICES

- 4.1. St.-Charles agrees to pay \$46.38 per hour plus mileage for time spent enforcing the by-law.
 - a. The mileage rate charged will be based on 90% of the CRA rate.
- 4.2. The Municipal Law Enforcement Officer will report time spent and mileage used for all calls taken within a month to the French River Treasurer.
- 4.3. French River agrees to bill St.-Charles on a quarterly basis based on the agreed upon costing and reported hours and mileage.

5. FINES, PENALTIES AND LICENCING FEES

- 5.1. All fines, penalties and licensing fees will be payable to and collected by St.-Charles.
- 5.2. Administration of any Administrative Monetary Penalty will be accepted and administered by St.-Charles.

6. TERM

- 6.1. This Agreement shall be for a one (1) year term, commencing on June 1, 2023 and ending on May 31, 2024 or until terminated by either party or repealed by Council and could be renegotiated or extended or resubmitted by either Council for a new proposal depending on satisfaction of work performed.

7. TERMINATION

- 7.1. The parties hereto agree that this Agreement may be terminated without cause by either party upon 60 (sixty) days written notice.

- 7.2. In the event that St.-Charles determines in its sole discretion that the Municipal Law Enforcement Officer has failed to perform the delivery of the service as outlined in the terms and conditions set herein, the Agreement will be terminated immediately upon delivery of the written notice.

8. NOTICE

- 8.1. Any notice required to be given to St.-Charles shall be in writing and shall be effective given if served personally or if mailed by pre-paid registered mail, in the care of the Clerk, Municipality of St.-Charles, 2 King St E Box 70, St.-Charles, ON P0M 2W0.
- 8.2. Any notice required to be given to French River shall be in writing and shall be effectively given if served personally or if mailed by prepaid registered mail, in the care of the Clerk, Municipality of French River 44 St. Christophe Street, Suite 1, Noelville, Ontario P0M 2N0.
- 8.3. Where any notice is mailed, the parties hereto agree that the notice shall be deemed to have been received 3 (three) days after the date of its mailing.

9. ASSIGNMENT

- 9.1. The Municipality of French River agrees not to assign any interest in the Agreement, in whole or in part.

10. INDEMNIFICATION

- 10.1. French River agrees to indemnify, keep indemnified and save harmless St.-Charles and its officers, servants and agents from and against all claims, demands, costs, action, causes of action, expenses, legal fees whatsoever which may be taken or made against them of any of them or incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, or omission, of the Municipal Law Enforcement Officer or any of its employees or agents, in connection with the performance of this Agreement.

11. ENTIRE AGREEMENT

- 11.1. The parties hereto agree that this Agreement embodies the entire Agreement between the parties, and French River represents that in entering into this Agreement, French River does not rely upon any previous oral or implied representation, inducement or understanding of any kind or nature.
- 11.2. The parties hereto agree that the headings in the Agreement form no part of this Agreement but shall be deemed to be inserted for the convenience of reference only.

12. WAIVER

12.1. No term, provision or condition of this Agreement can be waived except by written consent of the parties hereto.

IN WITNESS WHEREOF the Municipality of St.-Charles and Municipality of French River, have duly executed this Agreement on the 17 th day of May 2023.

**FOR THE CORPORATION OF THE
MUNICIPALITY OF FRENCH RIVER**


Mayor

May 17, 2023
Date


Clerk

May 17, 2023
Date

**FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES**

Mayor

Date

Clerk

Date

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2023-19

**BEING A BY-LAW TO ENTER INTO A SERVICE CONTRACT AGREEMENT WITH
THE NORTH BAY AND DISTRICT HUMANE SOCIETY**

WHEREAS Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into a Service Contract Agreement with the North Bay and District Humane Society for Pound Keeping Services;

**NOW THEREFORE COUNCIL FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:**

1. THAT the Corporation of the Municipality of St.-Charles enter into a Service Contract Agreement with the North Bay and District Humane Society for Pound Keeping Services.
2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Agreement attached hereto and identified as Schedule "A" to this By-Law.
3. THAT the attached Schedule "A" forms part of this By-Law.
4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
5. THAT this By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS 31ST DAY OF MAY 2023.**

MAYOR

CLERK

SCHEDULE "A"

SERVICE CONTRACT AGREEMENT BETWEEN: THE NORTH BAY AND DISTRICT HUMANE SOCIETY AND THE MUNICIPALITY OF ST.-CHARLES

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Municipality of St.-Charles.

1. DEFINITIONS:

For the purpose of this Agreement, the term "animal" shall refer to domestic dogs.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as "NB&DHS".

For the purpose of this Agreement, the Municipality of St.-Charles will be referred to as "the Municipality".

2. THE HUMANE SOCIETY AGREES:

Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping, and veterinary care (when deemed necessary) for dogs impounded, and of meeting the requirements set for this type of building by the NB&DHS, and of meeting the requirements of all applicable provincial legislation.

General Service Provision:

- a) To provide pound services up to an annual limit of 15 dogs. Any decision relating to animals above the annual limit will be made at the discretion of the NB&DHS.
- b) To hold for claiming by owners, any stray dog delivered to the NB&DHS shelter, or any animal received or impounded by the Animal Control Officer of the Municipality, and, if not claimed by the owner, to dispose of such animal by sale or euthanasia. Owners of licensed and / or microchipped dogs will be contacted, whenever possible.
- c) To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping, and veterinary care (when deemed necessary) for dogs impounded.
- d) To meet the requirements set for this type of building by the NB&DHS and Provincial legislation.
- e) To install in the animal shelter all the equipment necessary for the proper operation of

the animal shelter, and, in particular, to supply the methods and equipment necessary to humanely euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.

- f) NB&DHS will only receive stray dogs as defined in the Municipality's By-Laws. NB&DHS will not take seized, removed, or aggressive dogs in relation to the *Dog Owners' Liability Act* or any other piece of legislation outside of the Municipality's By-Laws.

Hours of Operation:

The NB&DHS shelter will be open to the public and in operation between 10:00 a.m. and 5:00 p.m. Monday to Friday (exclusive of statutory holidays), between 10:00 a.m. and 4:00 p.m. Saturdays, and between 12:00 p.m. and 4:00 p.m. Sundays. Hours of Operation may change at the discretion of the NB&DHS.

It is understood by the Municipality and the NB&DHS that ALL calls reporting complaints or concerns from residents of the Municipality will be forwarded to the Animal Control Officer of the Municipality.

Licenses:

The NB&DHS will NOT issue licenses for dogs within the Municipality of St.-Charles jurisdiction.

Invoicing:

The Municipality grants to the NB&DHS the right to collect and retain a fee of \$100 per animal claimed by the owner. If not claimed by the owner, the NB&DHS will invoice the Municipality \$100.00 per animal.

Indemnity:

To indemnify and save harmless the Municipality in respect to all charges, costs, expenses, suits, and damages, and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

Insurance:

To insure and keep insured the shelter building for fire and any other hazards and to provide, if required, the Municipality a proof of insurance.

Such liability policy shall provide for the indemnification of the Municipality and the NB&DHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The NB&DHS shall maintain the policy of insurance in force during this agreement. The

limits of such policy shall not be less than One Million Dollars (\$1,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to dogs caused by an accident and resulting in the death or destruction while in the care, custody, and control of the NB&DHS.

Such policy shall include the names of the Municipality and the NB&DHS as the insured. The Humane Society shall pay the premium on the policy.

3. THE MUNICIPALITY OF ST.-CHARLES AGREES:

- a) To appoint the NB&DHS as Pound Keeper.
- b) To grant the NB&DHS the right to dispose of all animals impounded by the Humane Society in accordance with the By-Laws.
- c) To grant the NB&DHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized or found dead in accordance with the By-Laws.
- d) To grant the NB&DHS the right to collect impound fees, fines, destruction, and disposal fees levied by the Humane Society in accordance with the scale of fees and penalties authorized by the NB&DHS.

4. DURATION OF AGREEMENT:

The term of the agreement will be for three (3) years from the date of signing.

This agreement may be terminated by either party upon three (3) months' written notice of intention to terminate, delivered to the other party by prepaid registered mail.

“”

“”

“”

“”

“”

“”

“”

“”

This agreement is made on the _____ day of _____, 2023.

FOR THE MUNICIPALITY OF ST.-CHARLES:

Name: Paul Branconnier

Title: Mayor

Signature: _____

Name: Tammy Godden

Title: Clerk

Signature: _____

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

Steven Johnson
President of the Board of Directors

Liam Cullin
Executive Director

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2023-20

**BEING A BY-LAW TO APPOINT ANIMAL CONTROL BY-LAW ENFORCEMENT
OFFICERS FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES**

WHEREAS Section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under the *Municipal Act, 2001* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended, authorizes a municipal Council to appoint Municipal Law Enforcement Officers, who shall be peace officers for the purpose of enforcing municipal By-Laws;

AND WHEREAS By-Law 2012-09 establishes the Animal Control By-Law in the Municipality of St.-Charles;

AND WHEREAS Council deems it expedient to appoint Animal Control By-Law Enforcement Officers for the Municipality of St.-Charles;

BE IT THEREFORE RESOLVED:

1. THAT Kevin Benvenuti be and is hereby appointed as Municipal Law Enforcement Officer whose duty shall be to enforce the Animal Control By-Law.
2. THAT Reiley Schause-Merrifield be and is hereby appointed as Municipal Law Enforcement Officer whose duty shall be to enforce the Animal Control By-Law.
3. THAT By-Law 2020-10 is hereby repealed on June 1, 2023.
4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
5. THAT this By-Law shall come into force and take effect on June 1, 2023.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD
TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 31ST DAY OF MAY 2023.**

MAYOR

CLERK