

# The Corporation of the Town of Essex

## By-Law Number 2221

Being a by-law to regulate and license  
dog kennels within the municipal  
boundaries of the Town of Essex

**WHEREAS** Section 9 and 11 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended (the "Act") provides that a municipality may pass by-laws respecting the following matters:

- Health, safety, and well-being of persons – Section 11(2)(6);
- Animals – Section 11(3)(9); and
- Business licensing – Section 11(3)(11);

**AND WHEREAS** Section 151 of the Act provides that a municipality may provide for a system of licenses with respect to any business wholly or partly carried on within the municipality;

**AND WHEREAS** Section 391 of the Act enables a municipality to pass by-laws imposing fees and charges on persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** Section 436 of the Act provides that a municipality may pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not there is compliance with a by-law, a direction or order, or a condition of licence;

**AND WHEREAS** the Council of The Corporation of the Town of Essex (the "Town of Essex") deems it desirable to pass a by-law providing for a system of licensing and regulating dog kennels operating within the Town of Essex;

**AND WHEREAS** the Council of the Town of Essex is desirous of ensuring that animals are kept and treated in a humane manner and owners of animals provide good quality care to them;

**NOW THEREFORE** be it resolved that the Council of The Corporation of the Town of Essex hereby enacts as follows:

### Part 1 – Interpretation

#### 1.1 Short Title

1.1.1 This By-Law may be cited as the "Kennel Licensing By-Law"

#### 1.2 Definitions

1.2.1 "**Animal**" means any member of the animal kingdom other than a human;

1.2.2 "**Applicant**" means a Person or corporation having an application pursuant to this By-Law but has not yet been issued a Kennel Licence pursuant to this By-Law;

1.2.3 "**Animal Control Officer**" means a Person appointed by Council or who has entered into a contract with the Town of Essex to control Animals under this by-law and includes any servants of such person;

1.2.4 "**Boarding Kennel**" means any Premises or part thereof where more than three (3) Dogs over the age of six (6) months are boarded or trained for any period of time, that includes an overnight stay, for remuneration;

1.2.5 "**Breeding**" means the generating of offspring;

- 1.2.6 **“Breeding Kennel”** means any Premises or part thereof where:
- a) more than three (3) Dogs and less than eleven (11) Dogs over the age of six (6) months; or
  - b) more than three (3) Dogs over the age of six (6) months, where the Dog’s primary housing is in an accessory building(s) or structure(s) on the property; are Owned and being Bred or raised.
- 1.2.7 **“By-Law Enforcement Officer”** means a municipal by-law enforcement officer appointed by Council for the Town of Essex to enforce by-laws of the Town of Essex;
- 1.2.8 **“Clerk”** means the duly appointed Clerk of The Corporation of the Town of Essex or his or her delegate.
- 1.2.9 **“Corporation”** means The Corporation of the Town of Essex;
- 1.2.10 **“Council”** means the Council of The Corporation of the Town of Essex;
- 1.2.11 **“Custody”** means the protective care or guardianship of someone or something;
- 1.2.12 **“Dog”** or **“Domestic Dog”** means a canine of the species *Canis familiaris*;
- 1.2.13 **“Dog Daycare”** means a facility where Dog(s) are boarded for an aggregate period not exceeding fourteen (14) hours within a twenty-four (24) hour period during which, the Dog(s) are socialized with other Dog(s) in an open (meaning without barriers), controlled and secure setting and typically the Dog(s) are not kept in individual Kennels or Dog Runs. The Dog(s) boarded in a Dog Daycare are typically boarded for short periods of time and during the majority of the Dog’s stay, the Dog(s) are socializing and playing with other Dog(s), but does not include:
- a) a Kennel as defined herein; or
  - b) a location where three (3) or less Dog(s) are kept and the Dogs are licensed by the Town of Essex and Owned by the Person residing at that property.
- 1.2.14 **“Dog Run”** means a designated enclosure that allows freedom of movement and exercise for a Dog(s).
- 1.2.15 **“Dwelling Unit”** means one or more habitable rooms designated and intended for use as the home or residence of a Person(s) and has culinary and sanitary facilities;
- 1.2.16 **“Fire Chief”** means the duly appointed Fire Chief of The Corporation of the Town of Essex or his or her delegate.
- 1.2.17 **“Harbour”** means to give shelter to;
- 1.2.18 **“Herding Dog”** means a Dog that has been trained and is actively being used in an agricultural operation for the purposes of controlling Livestock on the farm;
- 1.2.19 **“Kennel”** means a Premise, including outdoor areas, buildings, structures, or shelters, or part thereof used or intended to be used for the purpose of Breeding, boarding, daycare, recreation, or housed for similar purposes, and includes a Boarding Kennel, Breeding Kennel, Dog Daycare, and Recreational Kennel;
- 1.2.20 **“Kennel Licence”** means a licence issued under this By-Law, permitting the Operation of a Kennel, and includes a renewal licence;
- 1.2.21 **“Keep”** means, for the purposes of this By-Law, to have temporary or permanent control or possession of an Animal.
- 1.2.22 **“Licensee”** means the Owner or Operator of a Kennel licensed under this By-Law.

- 1.2.23 **“Livestock”** includes, but is not limited to, all Animals that are kept for agricultural purposes, but does not include cats, Dogs, or other domesticated household pets;
- 1.2.24 **“Livestock Guardian Dog”** means a Dog that works and/or lives with Livestock to protect them while repelling predators and is used exclusively for that purpose.
- 1.2.25 **“Municipal Act”** means the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, and any regulations thereunder.
- 1.2.26 **“Municipal Freedom of Information and Protection of Privacy Act”** means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*, as amended, and any regulations thereunder.
- 1.2.27 **“Operator”** includes a proprietor, or any other Person who alone or with others, operates, manages, supervises, runs or controls a business, and Operate, Operation and other words of like import or intent shall be given a corresponding meaning,
- 1.2.28 **“Own”** means to Keep, Harbour, Possess or have Custody of an animal;
- 1.2.29 **“Owner”** means a person who Keeps, Harbours, Possesses or has Custody of an Animal, and, in the case of a minor under the age of eighteen (18) years, owner means the person responsible for the Custody of the minor;
- 1.2.30 **“Person”** includes an individual, association, firm, partnership, corporation, trust, organization, trustee, or agent and the heirs, executors or legal representatives of the person to whom the context can apply according to law;
- 1.2.31 **“Police Officer”** means a police officer of the Ontario Provincial Police or a police officer any other police service having jurisdiction within the Town of Essex.
- 1.2.32 **“Police Service”** means the Ontario Provincial Police or any other police service having jurisdiction within the Town of Essex.
- 1.2.33 **“Police Working Dog”** means a Dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;
- 1.2.34 **“Possess”** means to have or own something;
- 1.2.35 **“Possession”** means the state of having, owning, or controlling something;
- 1.2.36 **“Premises”** includes a dwelling unit, a house or building and the land or premises on which the building or house is situated or attached;
- 1.2.37 **“Recreational Kennel”** means any Premises or part thereof where:
- a) more than three (3) Dog(s) and less than eleven (11) Dog(s) over the age of six (6) months; or
  - b) more than three (3) Dog(s) over the age of six (6) months, where the Dog’s primary housing is in an accessory building(s) or structure(s) on the property;
- are Owned, and raised for non-commercial recreational purposes without remuneration, such as Dog sledding, but are not Bred for sale.
- 1.2.38 **“Town”** or **“Town of Essex”** means The Corporation of the Town of Essex or the geographical area of the Town of Essex, as the context may suggest; and

### **1.3 Headings**

- 1.3.1 The headings contained in this By-Law are for convenience only and do not form part of this By-Law.

## **1.4 Schedules**

1.4.1 This By-Law includes the Schedules attached hereto and the Schedules are hereby declared to form part of this By-Law.

## **Part 2 – Scope of By-Law**

### **2.1 Application**

2.1.1 This By-Law applies throughout the Town of Essex with the following exceptions:

- a) An animal pound or shelter that is as follows from i) to iii):
  - i) A registered not for profit charitable organization devoted to the prevention of cruelty to animals; or
  - ii) Is lawfully operated by the Ontario Society for the Prevention of Cruelty to Animals or the Windsor/Essex County Humane Society; or
  - iii) Is a pound or shelter operated by a municipality.
- b) An accredited veterinary facility under the supervision of a licensed veterinarian pursuant to the *Veterinarians Act, R.S.O. 1990, c. V.3*, as amended.
- c) A Livestock Guardian Dog or Herding Dog provided:
  - i) The Owner is keeping Livestock on the same Premises;
  - ii) The Person provides proof of producer registration issued by the Ontario Sheep Farmers, Beef Farmers of Ontario, Ontario Goat; and
  - iii) The Dog(s) are licensed annually by the Town of Essex.

## **Part 3 – Licensing of Kennels**

### **3.1 Requirement to License Kennels**

3.1.1 No Person shall Own or Operate a Kennel within the Town of Essex unless the Owner or Operator of the Kennel has obtained a valid Kennel Licence in accordance with this By-Law and paid the licensing fees prescribed in Schedule "A" attached hereto.

3.1.2 A separate Kennel Licence shall be obtained for each Premises at which a Kennel is being Operated in the Town of Essex.

3.1.3 Personal information, as defined by the Municipal Freedom of Information and Protection of Privacy Act, is collected for purposes of obtaining a Kennel Licence under the authority of the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act, and may include:

- a) Name of Kennel;
- b) Owner's name, address, and telephone number;
- c) Breed of Dogs at the Kennel;
- d) Number of Dog tags required; and
- e) Any other information deemed necessary by the Clerk.

### **3.2 Conditions for Issuance**

3.2.1 No Person other than the Owner or Operator of a Kennel shall apply for a Kennel Licence in accordance with this By-Law.

3.2.2 No Applicant shall be issued a Kennel Licence unless:

- a) the Applicant is at least eighteen (18) years of age;
- b) the Applicant submits a detailed plan that includes the following information:
  - i) the maximum number of Dogs that may be boarded, raised or trained in the Kennel;
  - ii) procedures as to how sickness, disease or injuries to a Dog will be handled at the Kennel;
  - iii) name and telephone number of emergency veterinarian on call; and
  - iv) procedures established for an emergency evacuation;
- c) the Premises comply with the Town of Essex Zoning By-Law, the Ontario Building Code, and property standards requirements, and any other applicable by-law of the Town of Essex;
- d) if deemed necessary by the Town of Essex, the Fire Chief has reported in writing that the Premises complies with all applicable fire regulations;
- e) the Applicant has agreed to indemnify and save harmless the Town of Essex in accordance with Section 3.4 of this By-Law;
- f) the Applicant provides proof of insurance in accordance with Section 3.5 of this By-Law;
- g) there are no convictions or outstanding orders against the Applicant in reference to Cruelty to Animals;
- h) the Applicant has paid the fee prescribed in Schedule "A" of this By-Law; and
- i) the Applicant complies with the Code of Practice for the Canadian Kennel Operations, established by the Canadian Veterinarian Medical Association or any successor document thereto.

3.2.3 Every Kennel Licence issued pursuant to this By-Law shall expire on the 31<sup>st</sup> day of December of every year and every application for renewal of a Kennel Licence shall be finalized on or before the same date.

3.2.4 The Clerk or designate may impose such additional conditions with respect to the issuance of a Kennel Licence, as he or she deems necessary to ensure the health, safety, and well-being of the public and/or Animals.

### **3.3 Conditions for Renewal**

3.3.1 No Kennel Licence shall be renewed unless:

- a) if deemed necessary, the Fire Chief has reported in writing that the Premises complies with all applicable fire regulations;
- b) an authorized inspector has reported that the Premises, and the Animals housed on the Premises, have been inspected and meet the requirements of this By-Law and any regulations thereunder;
- c) the Applicant has agreed to indemnify and save harmless the Town of Essex in accordance with Section 3.4 of this By-Law;
- d) the Applicant provides proof of insurance in accordance with Section 3.5 of this By-Law;

- e) there are no convictions or outstanding orders against the Applicant in reference to Cruelty to Animals;
  - f) the Applicant has paid the fee prescribed in Schedule "A" of this By-Law;
  - g) the Applicant has reviewed and updated any changes to the original application such as the number of Dogs kept for training, boarding, housed, or raised; and
  - h) changes in the procedures pertaining to how to handle sick or injured Animals, evacuation procedures, and veterinarian contact information are provided.
- 3.3.2 The Clerk or designate may impose such additional conditions with respect to the renewal of a Kennel Licence, as he or she deems necessary to ensure the health, safety, and well-being of the public and/or Animals.

### **3.4 Indemnification**

- 3.4.1 The Licensee shall indemnify and save harmless The Corporation of the Town of Essex from and against any and all claims, causes of action, losses, costs, or damages that The Corporation of the Town of Essex may suffer, incur or be liable for, resulting from the performance or non-performance of the Licensee, on the part of the Licensee, or the Licensee's employees, directors, contractors, or agents.

### **3.5 Insurance**

- 3.5.1 Every Applicant for a Kennel Licence shall file with the Clerk or designate, proof of insurance of Commercial Liability insurance coverage, subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof.
- 3.5.2 The proof of insurance shall contain an endorsement to provide the Clerk with thirty (30) days prior written notice of any cancellation or of a material change.

### **3.6 Transfers of Licences**

- 3.6.1 The Kennel Licences issued in accordance with this By-Law are not transferrable.

### **3.7 Posting of Licences**

- 3.7.1 No Licensee shall fail to post the Kennel Licence in a prominent location on the licensed Premises so as to be clearly visible to the public.

## **Part 4 – Revocation, Suspension and Appeal**

### **4.1 Revocation and Suspension**

- 4.1.1 The Clerk has the power and authority to:
- a) issue, refuse, or issue a Kennel Licence with conditions to an Applicant; or
  - b) temporarily suspend or revoke a Kennel Licence at any time during its duration in accordance with the provisions of this By-Law.
- 4.1.2 The exercise of power under Section 4.1.1 of this By-Law is at the discretion of the Clerk and, without limiting such discretion, the Clerk may exercise his or her powers under Section 4.1.1 of this By-Law if the conduct of the Applicant or Kennel Licensee affords reasonable grounds for belief that the Applicant or Licensee will not comply with the provisions of this By-Law or with honesty or integrity.
- 4.1.3 The Clerk may, at any time, on his or her own initiative, review any action taken under Section 4.1.1 of this By-Law and may confirm or vary such action.

## **4.2 Appeal**

- 4.2.1 Where an Owner has been served with written notice pursuant to Section 4.1.1 of this By-Law, he or she may appeal the decision in writing, clearly stating the reasons for the appeal and be delivered to the Clerk within thirty (30) days after receiving written notice pursuant to Section 4.1.1 of this By-Law.
- 4.2.2 Upon receipt of the application for an appeal, the Clerk shall convene a meeting of the Appeal Committee and shall give the Licensee ten (10) days written notice by hand delivery, email or registered mail of the time, date, and location of the hearing.
- 4.2.3 The Licensee or any other interested party may appear at the hearing to present oral or written evidence relating to the Kennel.
- 4.2.4 The Licensee shall provide any written or pictorial evidence to be presented at the hearing to the Clerk at least three (3) days prior to the hearing by 12:00:00 p.m.
- 4.2.5 Any evidence so provided to the Clerk in accordance with Section 4.2.4 of this By-Law shall be delivered to members of the Appeal Committee by the Clerk at least forty-eight (48) hours prior to the hearing.
- 4.2.6 When the Licensee does not attend the hearing at the proper place and time, the Appeal Committee may proceed with the hearing in his or her absence and the Licensee that has been revoked or suspended shall not be entitled to any further notice of the proceeding.
- 4.2.7 The Appeal Committee shall deliberate the merits of the evidence presented and shall render its decision at the meeting or shall reserve its decision to be presented later, which shall not be later than ten (10) days following the date of the hearing.
- 4.2.8 The decision of the Appeal Committee shall be final and binding.
- 4.2.9 The notice of the hearing or any matter that arises related to the proceedings of the Appeal Committee not covered in the provisions of this By-Law shall be governed by the *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22*, as amended.
- 4.2.10 A written copy of the decision of the Appeal Committee shall be prepared by the Clerk as soon as practicable after the conclusion of the hearing and shall be hand delivered or sent by registered mail to the Licensee at the address shown on their application, the By-Law Enforcement Officer, and the Police Service.

## **Part 5 – Noise Control**

### **5.1 Noise Disturbances**

- 5.1.1 The persistent barking, calling, or whining or other similar persistent noise making by a domestic Animal is regulated by the Noise Control By-Law 2038, as amended from time to time or replaced.
- 5.1.2 No Owner or Operator of a Kennel shall permit a Dog to make any noise that is likely to disturb the inhabitants of the Town of Essex.
- 5.1.3 Every Owner or Operator of a Kennel shall undertake measures to ensure that residents on adjacent properties are not subjected to persistent noise by the barking of a Dog(s) kept at a Kennel.
- 5.1.4 Where the Town receives a complaint concerning noise from a licensed Kennel, the Animal Control Officer or By-Law Enforcement Officer shall investigate such complaints and may at his or her sole discretion issue a fine against the Owner or Operator of such a Kennel.

## **Part 6 – Boarding Kennels**

### **6.1 Records**

6.1.1 No Licensee shall fail to ensure that a record is made in a clear and legible manner and contains the following at a minimum:

- a) the name of every Owner of a Dog left at the Boarding Kennel, including an emergency contact number;
- b) the name, breed and description of every Dog left at the Boarding Kennel;
- c) verification of rabies immunization; and
- d) the dates of arrival and departure of every Dog.

6.1.2 No Licensee shall fail to ensure that the records are available upon request for inspection by the Clerk or designate.

### **6.2 Facility Requirements**

6.2.1 No Licensee shall fail to ensure that a Boarding Kennel is:

- a) maintained in a clean and sanitary condition;
- b) adequately ventilated for the health, welfare and comfort of every Dog therein;
- c) equipped with electric lighting, and every room that is used for the housing of Animals within the Kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period;
- d) maintained at a temperature suitable for the welfare and comfort of each Dog therein, based on its breed, age, and health status;
- e) equipped with hot and cold running water; and
- f) equipped with a food preparation area.

6.2.2 No Licensee shall fail to ensure that every doorway, window, or outside opening provides an effective barrier against the escape of a Dog.

6.2.3 No Licensee shall fail to ensure that:

- a) an exercise area, whether indoor or outdoor, is provided so as to enable each Dog to exercise freely and easily in a way that will prevent injury to the Dog;
- b) where Dog Runs are provided, each Dog Run shall:
  - i) have a minimum floor area that is appropriate for the breed and size of the Dog;
  - ii) be maintained in such a manner as to keep the Dog securely enclosed;
  - iii) be free of debris;
- c) individual shelters shall be provided that are:
  - i) readily accessible to the Dog;
  - ii) large enough to comfortably accommodate the Dog;
  - iii) constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation, and wind; and
  - iv) dry and well drained.

6.2.4 No Licensee shall fail to ensure that the surface of every outdoor yard and Dog Run is:



- a) covered in concrete, asphalt, fine gravel or other material or grass which can rapidly drain all excess surface water, be easily cleaned or raked; and
  - b) cleaned at least once daily.
- 6.2.5 No Licensee shall fail to ensure that all areas in which Dogs are kept are enclosed, such as by fencing, in such a way as to ensure that all Dogs are confined to the property of the Boarding Kennel.
- 6.3 Housing of Dogs**
- 6.3.1 No Licensee shall fail to ensure that every indoor cage or pen used for the keeping or housing of Dogs:
- a) is of an adequate size to permit the Dog confined therein to:
    - i) stand normally to its full height;
    - ii) extend its legs and body to their full natural extent;
    - iii) turn around easily;
    - iv) move about easily for the purpose of posture adjustments; and
    - v) lie down in a fully extended position;
  - b) has a floor soundly constructed of hard, durable material which is impervious to water, or which is disposable and replaceable;
  - c) is equipped with receptacles for food and water, mounted or situated such that they cannot be easily overturned or contaminated;
  - d) is in good working condition;
  - e) is not dangerous to the health or well-being of the Dog; and
  - f) is maintained in a clean and sanitary condition at all times with all waste material removed at least twice daily.
- 6.3.2 No Licensee shall fail to ensure that Dogs confined in cages or Dog Runs are exercised appropriately based on their breed and size.
- 6.3.3 No Licensee shall fail to ensure that every Dog is supplied on a daily basis with:
- a) food that is nutritionally adequate for the Dog; and
  - b) adequate amounts of fresh potable water available at all times.
- 6.3.4 No Licensee shall fail to comply with all other applicable federal or provincial laws and regulations, and municipal by-laws.
- 6.3.5 No Licensee shall board, Breed, or Keep any Animal(s) prohibited by law, or any by-law enacted by The Corporation of the Town of Essex.

## **Part 7 – Breeding Kennels**

### **7.1 Records**

- 7.1.1 No Licensee shall fail to ensure that records are maintained showing the number of Dogs being kept in the Breeding Kennel, and the gender and birth date of each Dog.
- 7.1.2 No Licensee shall fail to ensure that the records are available upon request for inspection by the Clerk or designate.

### **7.2 Number of Dogs**

- 7.2.1 No Applicant for a Breeding Kennel Licence shall be issued a Licence unless the number of Dogs over the age of six (6) months being kept for Breeding, showing or other purposes does not exceed ten (10).
- 7.2.2 Section 7.2.1 of this By-Law respecting the limit on the number of Dogs that may be kept shall not apply to the Applicant of a Breeding Kennel Licence where the primary housing for the Dogs is in an accessory building(s) or structure(s) on the property, provided that all other requirements of this By-Law are met.

### **7.3 Breeding, Selling and Transferring**

- 7.3.1 No Licensee shall cause or permit a female Dog to be mated if she is less than one (1) year of age.
- 7.3.2 No Licensee shall transfer a Dog to its purchaser before the Dog has reached seven (7) weeks of age.

### **7.4 Care of Dogs**

- 7.4.1 No Licensee shall fail to ensure that any Dog indicating symptoms of serious illness or serious injury is:
- a) examined by a veterinarian within a reasonable period of time of the onset of the symptoms of the illness or the injury;
  - b) depending on the condition, treated in accordance with the veterinarian's directives, as appropriate; and
  - c) kept in isolation area separated from all other Dogs, if appropriate, until such illness or injury is cured, or the risk of contagion is eliminated.
- 7.4.2 No Licensee shall fail to ensure that all dog waste materials and dead dogs are disposed of in a manner that will not create a public nuisance or health hazard and in accordance with all applicable laws.

### **7.5 Facility Requirements**

- 7.5.1 No Licensee shall fail to ensure that a Breeding Kennel is:
- a) maintained in a clean and sanitary condition;
  - b) well-ventilated and well-lit;
  - c) maintained at a temperature suitable for the welfare and comfort of each Dog therein, based on its breed, age, and health status; and
  - d) equipped with electric lighting, and every room that is used for the housing of Animals within the Kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period.
- 7.5.2 No Licensee shall fail to ensure that:
- a) an exercise area, whether indoor or outdoor, is provided so as to enable each Dog to exercise freely and easily in a way that will prevent injury to the Dog;
  - b) where Dog Runs are provided, each Dog Run shall:
    - i) have a minimum floor area that is appropriate for the breed and size of the Dog;
    - ii) be maintained in such a manner as to keep the Dog securely enclosed;
    - iii) be free of debris;
  - c) individual shelters shall be provided that are:

- i) readily accessible to the Dog;
- ii) large enough to comfortably accommodate the Dog;
- iii) constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation, and wind; and
- iv) dry and well drained.

7.5.3 No Licensee shall fail to ensure that the surface of every outdoor Dog Run is:

- a) covered in concrete, asphalt, fine gravel or other material or grass which can rapidly drain all excess surface water, be easily cleaned or raked; and
- b) cleaned at least once daily.

7.5.4 No Licensee shall fail to ensure that all areas in which Dogs are kept are enclosed, such as by fencing, in such a way as to ensure that all Dogs are confined to the property of the Breeding Kennel.

## **7.6 Housing of Dogs**

7.6.1 No Licensee shall fail to ensure that every crate, cage, or pen used for the keeping or housing of Dogs:

- a) is of an adequate size to permit the Dog confined therein to:
  - i) stand normally to its full height;
  - ii) extend its legs and body to their full natural extent;
  - iii) turn around easily;
  - iv) move about easily for the purpose of posture adjustments; and
  - v) lie down in a fully extended position;
- b) has a floor soundly constructed of hard, durable material which is impervious to water, or which is disposable and replaceable;
- c) is equipped with receptacles for food and water, mounted or situated such that they cannot be easily overturned or contaminated;
- d) is in good working condition;
- e) is not dangerous to the health or well-being of the Dog; and
- f) is maintained in a clean and sanitary condition at all times with all waste material removed at least twice daily.

7.6.2 No Licensee shall fail to ensure that Dogs confined in cages or Dog Runs are exercised appropriately based on their breed and size.

7.6.3 No Licensee shall fail to ensure that every Dog is supplied on a daily basis with:

- a) food that is nutritionally adequate for the Dog; and
- b) adequate amounts of fresh potable water available at all times.

7.6.4 No Licensee shall fail to comply with all other applicable federal or provincial laws and regulations, and municipal by-laws.

## **Part 8 – Recreational Kennels**

### **8.1 Records**

8.1.1 No Licensee shall fail to ensure that records are maintained showing the number of Dogs being kept in the Recreational Kennel, and the gender and birth date of each Dog kept in the Recreational Kennel.

8.1.2 No Licensee shall fail to ensure that the records are available upon request for inspection by the Clerk or designate.

## **8.2 Number of Dogs**

8.2.1 No Applicant for a Recreational Kennel Licence shall be issued a Licence unless the number of Dogs over the age of six (6) months being kept for recreational purposes does not exceed ten (10).

8.2.2 Notwithstanding Section 8.2.1 of this By-Law, the limit of ten (10) Dogs over the age of six (6) months does not include:

- a) up to three (3) Dogs kept on the Premises that are retired from recreational activities; and
- b) a Dog that has been rescued and is temporarily in the care of the Recreational Kennel.

8.2.3 Section 8.2.1 of this By-Law respecting the limit on the number of Dogs that may be kept shall not apply to the Applicant of a Recreational Kennel Licence where the primary housing for the Dogs is in an accessory building(s) or structure(s) on the property, provided that all other requirements of this By-Law are met.

## **8.3 Breeding**

8.3.1 No Licensee shall cause or permit a female Dog to be mated if she is less than one (1) year of age.

8.3.2 No Licensee shall sell a Dog Bred in a Recreational Kennel.

## **8.4 Care of Dogs**

8.4.1 No Licensee shall fail to ensure that any Dog indicating symptoms of serious illness or serious injury is:

- a) examined by a veterinarian within a reasonable period of time of the onset of the symptoms of the illness or the injury;
- b) depending on the condition, treated in accordance with the veterinarian's directives, as appropriate; and
- c) kept in isolation area separated from all other Dogs, if appropriate, until such illness or injury is cured, or the risk of contagion is eliminated.

8.4.2 No Licensee shall fail to ensure that all dog waste materials and dead dogs are disposed of in a manner that will not create a public nuisance or health hazard and in accordance with all applicable laws.

## **8.5 Facility Requirements**

8.5.1 No Licensee shall fail to ensure that a Recreational Kennel is:

- a) maintained in a clean and sanitary condition;
- b) well-ventilated and well-lit;
- c) equipped with electric lighting, and every room that is used for the housing of Animals within the Kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period; and

- d) maintained at a temperature suitable for the welfare and comfort of each Dog therein, based on its breed, age, and health status.

8.5.2 No Licensee shall fail to ensure that:

- a) an exercise area, whether indoor or outdoor, is provided so as to enable each Dog to exercise freely and easily in a way that will prevent injury to the Dog;
- b) where Dog Runs are provided, each Dog Run shall:
  - i) have a minimum floor area that is appropriate for the breed and size of the Dog;
  - ii) be maintained in such a manner as to keep the Dog securely enclosed;
  - iii) be free of debris;
- c) individual shelters shall be provided that are:
  - i) readily accessible to the Dog;
  - ii) large enough to comfortably accommodate the Dog;
  - iii) constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation, and wind; and
  - iv) dry and well drained.

8.5.3 No Licensee shall fail to ensure that the surface of every outdoor yard and Dog Run is:

- a) covered in concrete, asphalt, fine gravel or other material or grass which can rapidly drain all excess surface water, be easily cleaned or raked; and
- b) cleaned at least once daily.

8.5.4 No Licensee shall fail to ensure that all areas in which Dogs are kept are enclosed, such as by fencing, in such a way as to ensure that all Dogs are confined to the property of the Recreational Kennel.

## **8.6 Housing of Dogs**

8.6.1 No Licensee shall fail to ensure that every crate, cage, or pen used for the keeping or housing of Dogs:

- a) is of an adequate size to permit the Dog confined therein to:
  - i) stand normally to its full height;
  - ii) extend its legs and body to their full natural extent;
  - iii) turn around easily;
  - iv) move about easily for the purpose of posture adjustments; and
  - v) lie down in a fully extended position;
- b) has a floor soundly constructed of hard, durable material which is impervious to water, or which is disposable and replaceable;
- c) is equipped with receptacles for food and water, mounted or situated such that they cannot be easily overturned or contaminated;
- d) is in good working condition;
- e) is not dangerous to the health or well-being of the Dog; and
- f) is maintained in a clean and sanitary condition at all times with all waste material removed at least twice daily.

- 8.6.2 No Licensee shall fail to ensure that Dogs confined in cages or Dog Runs are exercised appropriately based on their breed and size.
- 8.6.3 No Licensee shall fail to ensure that every Dog is supplied on a daily basis with:
- a) food that is nutritionally adequate for the Dog; and
  - b) adequate amounts of fresh potable water available at all times.
- 8.6.4 No Licensee shall fail to comply with all other applicable federal or provincial laws and regulations, and municipal by-laws.

## **Part 9 – Dog Daycare**

### **9.1 Records**

- 9.1.1 No Licensee shall fail to ensure that a record is made in a clear and legible manner and contains the following at a minimum:
- a) the name of every Owner of a Dog left at the Dog Daycare, including an emergency contact number;
  - b) the name, breed and description of every Dog left at the Dog Daycare;
  - c) verification of rabies immunization; and
  - d) the dates of arrival and departure of every Dog.
- 9.1.2 No Licensee shall fail to ensure that the records are available upon request for inspection by the Clerk or designate.

### **9.2 Care of Dogs**

- 9.2.1 No Licensee shall fail to ensure that:
- a) knowledgeable and experienced staff are in charge of and responsible for the care and safeguarding of the Dogs; and
  - b) all Persons responsible for the care, feeding, or cleaning of the Dogs are adequately instructed and supervised in the handling and care of the Dogs.
- 9.2.2 No Licensee shall fail to maintain and make readily available to Dog Daycare staff at all times written Dog care procedures providing:
- a) methods of handling the Dogs generally and in the event of an escape;
  - b) methods of handling sickness, injury or death of a Dog;
  - c) methods of handling situations in which a Dog has bitten a Person or another Dog; and
  - d) contact information of a veterinarian.
- 9.2.3 No Licensee shall fail to ensure that any Dog indicating symptoms of serious illness or serious injury requiring veterinary attention is:
- a) examined by a veterinarian within a reasonable period of time from the onset of the symptoms of illness or injury, or as authorized by the Owner or emergency contact on behalf of the Owner;
  - b) treated in accordance with the veterinarian's directives, as appropriate; and
  - c) kept in an isolated area separated from all other Dogs, if appropriate, until such illness or injury is cured, or the risk of contagion is eliminated.

9.2.4 No Licensee shall fail to ensure that all Dog waste materials are disposed of in a manner that will not create a public nuisance or health hazard and in accordance with all applicable laws.

### **9.3 Facility Requirements**

9.3.1 No Licensee shall fail to ensure that the Dog Daycare is:

- a) maintained in a clean and sanitary condition;
- b) adequately ventilated for the health, welfare and comfort of every Dog therein;
- c) equipped with electrical lighting, and every room that is used for the housing of Animals within the Dog Daycare shall be adequately lighted;
- d) maintained at a temperature suitable for the welfare and comfort of each Dog therein based on its breed, age and health status;
- e) equipped with hot and cold running water; and
- f) equipped with a food preparation area.

9.3.2 No Licensee shall fail to ensure that every doorway, window, or outside opening provides an effective barrier against the escape of a Dog.

9.3.3 No Licensee shall fail to ensure that:

- a) an exercise area, whether indoor or outdoor, is provided so as to enable each Dog to exercise freely and easily in a way that will prevent injury to the Dog;
- b) where Dog Runs are provided, each Dog Run shall:
  - i) have a minimum floor area that is appropriate for the breed and size of the Dog;
  - ii) be maintained in such a manner as to keep the Dog securely enclosed;
  - iii) be free of debris;
- c) individual shelters shall be provided that are:
  - i) readily accessible to the Dog;
  - ii) large enough to comfortably accommodate the Dog;
  - iii) constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation, and wind; and
  - iv) dry and well drained.

9.3.4 No Licensee shall fail to ensure that the surface of every outdoor yard and Dog Run is:

- a) covered in concrete, asphalt, fine gravel or other material or grass which can rapidly drain all excess surface water, be easily cleaned or raked; and
- b) cleaned at least once daily.

9.3.5 No Licensee shall fail to ensure that all areas in which Dogs are kept are enclosed, such as by fencing, in such a way as to ensure that all Dogs are confined to the property of the Dog Daycare.

### **9.4 Housing of Dogs**

9.4.1 No Licensee shall fail to ensure that every indoor cage or pen used for the keeping or housing of Dogs:

- a) is of an adequate size to permit the Dog confined therein to:

- i) stand normally to its full height;
    - ii) extend its legs and body to their full natural extent;
    - iii) turn around easily;
    - iv) move about easily for the purpose of posture adjustments; and
    - v) lie down in a fully extended position;
  - b) has a floor soundly constructed of hard, durable material which is impervious to water, or which is disposable and replaceable;
  - c) is equipped with receptacles for food and water, mounted or situated such that they cannot be easily overturned or contaminated;
  - d) is in good working condition;
  - e) is not dangerous to the health or well-being of the Dog; and
  - f) is maintained in a clean and sanitary condition at all times with all waste material removed at least twice daily.
- 9.4.2 No Licensee shall fail to ensure that Dogs confined in cages or Dog Runs are exercised appropriately based on their breed and size.
- 9.4.3 No Licensee shall fail to ensure that every Dog is supplied on a daily basis with:
- a) food that is nutritionally adequate for the Dog; and
  - b) adequate amounts of fresh potable water available at all times.
- 9.4.4 No Licensee shall fail to comply with all other applicable federal or provincial laws and regulations, and municipal by-laws.
- 9.4.5 No Licensee shall board, Breed, or Keep any Animal(s) prohibited by law, or any by-law enacted by The Corporation of the Town of Essex.
- 9.4.6 Every Licensee of a Dog Daycare shall:
- a) ensure that at least one (1) Person is present at all times for every fifteen (15) Dogs that are boarded at the Dog Daycare and interacting with one another, or other such number of people as directed by the Animal Control Officer;
  - b) ensure that Dog(s) less than four (4) months of age are separated from Dog(s) older than four (4) months of age that are not Owned by the same Person, unless the Owner of the Dog less than four (4) months of age provided written authorization to the Licensee; and
  - c) ensure that any area(s) containing Dog(s) are secured and locked to ensure that any authorized Person cannot freely access the area.

## **Part 10 – Enforcement**

### **10.1 Inspections**

- 10.1.1 An Animal Control Officer or By-Law Enforcement Officer, upon producing the appropriate identification, may enter on land and inspect any lands and/or buildings being part of a Kennel to determine whether the provisions of this By-Law or a condition of the Licence issued under this By-Law have been complied with.
- 10.1.2 For the purposes of an inspection in accordance with Section 10.1.1 of this By-Law, an Animal Control Officer or By-Law Enforcement Officer may:



- a) require for inspection the production of any document or things relevant to the inspection;
  - b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
  - c) require information from any Person concerning a matter related to the inspection;
  - d) alone, or in conjunction with a Person possessing special knowledge or expert knowledge, make examination or take tests, samples or photographs necessary for the purpose of the inspection; and
  - e) upon request, require a Licensee to provide medical records for any Animal.
- 10.1.3 No Person shall withhold, destroy, conceal, or refuse to furnish any information or thing required by an Animal Control Officer or By-Law Enforcement Officer for the purpose of an inspection.
- 10.1.4 No Person shall prevent, hinder, or interfere, or attempt to prevent, hinder, or interfere with an inspection undertaken pursuant to Section 10.1.1 of this By-Law.
- 10.1.5 The Clerk and other agencies as deemed necessary by the Clerk, may at any reasonable time inspect:
- a) any premises or place where a business which is subject to this By-Law is carried on or where there are reasonable grounds or probably grounds to believe a business is being carried on; or
  - b) any goods, equipment, book, record, or documents used or to be used by the Licensee in relation to a Licence issued under this By-Law.
- 10.1.6 Where such inspection reveals that this By-Law is not being complied with by the Owner, the Clerk may suspend the Owner's Licence until deficiencies found have been remedied.
- 10.1.7 An inspection of Premises may be carried out more frequently where a valid complaint or complaints with respect to the operation of the Licensee have been received by the Town.

## **10.2 Obstruction**

- 10.2.1 No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person who is exercising a power or performing a duty under this By-Law.

## **10.3 Compliance**

- 10.3.1 Every Licensee shall comply with the provisions of the Town's Animal Care and Control By-Law or any other applicable municipal, provincial, or federal legislation.

## **Part 11 – Offences and Penalties**

### **11.1 Offences**

- 11.1.1 Every Person who contravenes or causes or permits any contravention of any of the provisions 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, R.S.O. 1990, c. P.33*, as amended.
- 11.1.2 In addition to any penalty imposed and any other remedy, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order:

- a) prohibiting the continuation or repetition of the violation by the Person convicted;
- b) requiring the Person to correct the contravention in the manner and within the period that the court considers appropriate; and
- c) that the premises or part of the premises be closed to any use.

## **11.2 Right of Entry**

11.2.1 Every Person enforcing this By-Law shall have the right of entry on any property for the purpose of carrying out an inspection to determine whether this By-law is being complied with and for the enforcement of this By-Law as per the Municipal Act.

## **11.3 Administration**

11.3.1 Unless otherwise provided for in this By-Law, this Kennel By-Law may be enforced by an Animal Control Officer or a By-Law Enforcement Officer.

## **11.4 Validity and Severability**

11.4.1 Every provision of this By-Law is severable and if any provisions of this By-Law should be for any reason declared invalid by any court, it is the intention and desire of this Council that the remaining provisions shall remain in full force and effect.

11.4.2 Where a provision of this By-Law conflicts with the provision of another by-law in force within the Town of Essex, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

11.4.3 Nothing in this by-law relieves any Person from complying with any provision of any federal or provincial legislation or any other by-law of the Town of Essex.

## **11.5 No Vested Right**

11.5.1 No Person shall have a vested right to the continuation of a Licence. All Licences issued, renewed, cancelled, suspended, revoked, or terminated remain the sole property of the Town of Essex.

## **Part 12 – Transition and Enactment**

### **12.1 Transition**

12.1.1 A Licence issued under any predecessor by-law shall be deemed to be a Licence under this By-Law and shall be subject to all provisions of this By-Law, but shall expire on the earlier of the following dates:

- a) the date stated on the Licence; or
- b) December 31, 2023.

### **12.2 Enactment**

12.2.1 This By-Law shall come into full force and effect upon the final passing thereof.

**Read a first and a second time and provisionally adopted on February 20, 2023.**

Original Signed by:

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Mayor

Original Signed by:

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Clerk

**Read a third time and finally passed on March 6, 2023.**

Original Signed by:

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Mayor

Original Signed by:

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Clerk

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## Schedule "A" to By-Law Number 2221

### Licence Fees

Type of Fee	New (per kennel)	Renewal (per kennel)
Boarding Kennel Licence	\$120.00	\$90.00
Breeding Kennel Licence	\$150.00	\$120.00
Recreational Kennel Licence	\$100.00	\$70.00
Dog Daycare Licence	\$150.00	\$120.00

**THE CORPORATION OF THE TOWN OF ESSEX**  
**SCHEDULE "B" TO BY-LAW NUMBER 2221**  
**PART 1 PROVINCIAL OFFENCES ACT**

**By-Law Number 2221: Being a by-law to regulate and license dog kennels within the municipal boundaries of the Town of Essex**

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
1.	Own or Operate a Kennel without a Licence	Section 3.1.1	\$500.00
2.	Applying for Kennel Licence when not Owner or Operator	Section 3.2.1	\$200.00
3.	Failure to file proof of insurance with the Town	Section 3.5.1	\$250.00
4.	Failure to post Kennel Licence on licensed Premises	Section 3.7.1	\$200.00
5.	Permit Dog to make noise likely to disturb inhabitants	Section 5.1.2	\$200.00
6.	Failure to ensure adjacent residents are not subjected to persistent barking	Section 5.1.3	\$200.00
<b>Boarding Kennels</b>			
7.	Failure of Boarding Kennel to keep a record of name of every Dog and emergency contacts	Section 6.1.1 a)	\$150.00
8.	Failure of Boarding Kennel to keep a record of name, breed, and description of every Dog	Section 6.1.1 b)	\$150.00
9.	Failure of Boarding Kennel to keep a record of rabies immunization	Section 6.1.1 c)	\$150.00
10.	Failure of Boarding Kennel to keep a record of dates of arrival and departure of every Dog	Section 6.1.1 d)	\$150.00
11.	Failure of Boarding Kennel to make records available for inspection by Town	Section 6.1.2	\$150.00
12.	Failure to ensure Boarding Kennel is maintained in a clean and sanitary condition	Section 6.1.2 a)	\$250.00
13.	Failure to ensure Boarding Kennel is adequately ventilated	Section 6.1.2 b)	\$250.00
14.	Failure to ensure Boarding Kennel is equipped with electric lighting	Section 6.1.2 c)	\$250.00
15.	Failure to ensure Boarding Kennel is adequately lighted	Section 6.1.2 c)	\$250.00
16.	Failure to ensure Boarding Kennel is maintained at suitable temperature	Section 6.1.2 d)	\$250.00
17.	Failure to ensure Boarding Kennel is equipped with (hot)(cold) running water	Section 6.2.1 e)	\$250.00
18.	Failure to ensure Boarding Kennel is equipped with food preparation area	Section 6.2.1 f)	\$250.00
19.	Failure to ensure (doorway)(window)(outside opening) provides barrier against Dog escape	Section 6.2.2	\$250.00
20.	Failure to ensure an exercise area is provided at Boarding Kennel	Section 6.2.3 a)	\$250.00
21.	Failure to ensure Dog Runs at Boarding Kennel have a floor area appropriate for Dog size	Section 6.2.3 b) i)	\$250.00
22.	Failure to ensure Dog Runs at Boarding Kennel are securely enclosed	Section 6.2.3 b) ii)	\$250.00

**THE CORPORATION OF THE TOWN OF ESSEX**  
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Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
23.	Failure to ensure Dog Runs at Boarding Kennel are free of debris	Section 6.2.3 b) iii)	\$250.00
24.	Failure to ensure individual shelters at Boarding Kennel are readily accessible	Section 6.2.3 c) i)	\$250.00
25.	Failure to ensure individual shelters at Boarding Kennel comfortably accommodate Dog	Section 6.2.3 c) ii)	\$250.00
26.	Failure to ensure individual shelters at Boarding Kennel provide protection from the elements	Section 6.2.3 c) iii)	\$250.00
27.	Failure to ensure individual shelters at Boarding Kennel are dry and well drained	Section 6.2.3 c) iv)	\$250.00
28.	Failure to ensure outdoor yard of Boarding Kennel can (rapidly drain water)(be cleaned)(be raked)	Section 6.2.4 a)	\$250.00
29.	Failure to ensure Dog Run of Boarding Kennel can (rapidly drain water)(be cleaned)(be raked)	Section 6.2.4 a)	\$250.00
30.	Failure to ensure (outdoor yard)(Dog Run) of Boarding Kennel is cleaned once daily	Section 6.2.4 b)	\$250.00
31.	Failure to ensure Dogs are confined to the property of the Boarding Kennel	Section 6.2.5	\$250.00
32.	Failure to ensure (indoor cage)(pen) at Boarding Kennel is of adequate size for Dog	Section 6.3.1 a)	\$250.00
33.	Failure to ensure (indoor cage)(pen) at Boarding Kennel has a floor soundly constructed	Section 6.3.1 b)	\$250.00
34.	Failure to ensure (indoor cage)(pen) at Boarding Kennel has food and water receptacles	Section 6.3.1 c)	\$250.00
35.	Failure to ensure (indoor cage)(pen) at Boarding Kennel is in good working condition	Section 6.3.1 d)	\$250.00
36.	Failure to ensure (indoor cage)(pen) at Boarding Kennel is not dangerous to the Dog	Section 6.3.1 e)	\$250.00
37.	Failure to ensure (indoor cage)(pen) at Boarding Kennel is maintained in a clean and sanitary condition	Section 6.3.1 f)	\$250.00
38.	Failure to ensure waste in (indoor cage)(pen) at Boarding Kennel is removed twice daily	Section 6.3.1 f)	\$250.00
39.	Failure to ensure every Dog at Boarding Kennel is supplied daily with food	Section 6.3.3 a)	\$250.00
40.	Failure to ensure every Dog at Boarding Kennel is supplied daily with water	Section 6.3.3 b)	\$250.00
<b>Breeding Kennels</b>			
41.	Failure of Breeding Kennel to keep a record of (number of Dogs)(gender of each Dog)(birth date of each Dog)	Section 7.1.1	\$150.00
42.	Failure of Breeding Kennel to make records available for inspection by Town	Section 7.1.2	\$150.00
43.	(Cause)(Permit) a female Dog to be mated if less than 1 year of age	Section 7.2.1	\$250.00
44.	Transfer a Dog to purchaser before Dog has reached 7 weeks of age	Section 7.2.2	\$250.00



**THE CORPORATION OF THE TOWN OF ESSEX**  
**SCHEDULE "B" TO BY-LAW NUMBER 2221**  
**PART 1 PROVINCIAL OFFENCES ACT**

**By-Law Number 2221: Being a by-law to regulate and license dog kennels within the municipal boundaries of the Town of Essex**

<b>Item</b>	<b>COLUMN 1</b> Short Form Wording	<b>COLUMN 2</b> Provision Creating or Defining Offence	<b>COLUMN 3</b> Set Fine
45.	Failure of Breeding Kennel to ensure Dog is examined by a veterinarian	Section 7.3.1 a)	\$250.00
46.	Failure of Breeding Kennel to ensure Dog is treated according to veterinarian's directives	Section 7.3.1 b)	\$250.00
47.	Failure of Breeding Kennel to ensure Dog is kept in isolation during serious illness	Section 7.3.1 c)	\$250.00
48.	Failure of Breeding Kennel to ensure (dog waste materials)(dead dogs) are disposed in lawful manner	Section 7.3.2	\$250.00
49.	Failure to ensure Breeding Kennel is maintained in a clean and sanitary condition	Section 7.4.1 a)	\$250.00
50.	Failure to ensure Breeding Kennel is (well-ventilated)(well-lit)	Section 7.4.1 b)	\$250.00
51.	Failure to ensure Breeding Kennel is maintained at suitable temperature	Section 7.4.1 c)	\$250.00
52.	Failure to ensure Breeding Kennel is equipped with electric lighting	Section 7.4.1 d)	\$250.00
53.	Failure to ensure an exercise area is provided at Breeding Kennel	Section 7.4.2 a)	\$250.00
54.	Failure to ensure Dog Runs at Breeding Kennel have a floor area appropriate for Dog size	Section 7.4.2 b) i)	\$250.00
55.	Failure to ensure Dog Runs at Breeding Kennel are securely enclosed	Section 7.4.2 b) ii)	\$250.00
56.	Failure to ensure Dog Runs at Breeding Kennel are free of debris	Section 7.4.2 b) iii)	\$250.00
57.	Failure to ensure individual shelters at Breeding Kennel are readily accessible	Section 7.4.2 c) i)	\$250.00
58.	Failure to ensure individual shelters at Breeding Kennel comfortably accommodate Dog	Section 7.4.2 c) ii)	\$250.00
59.	Failure to ensure individual shelters at Breeding Kennel provide protection from the elements	Section 7.4.2 c) iii)	\$250.00
60.	Failure to ensure individual shelters at Breeding Kennel are dry and well drained	Section 7.4.2 c) iv)	\$250.00
61.	Failure to ensure outdoor yard of Breeding Kennel can (rapidly drain water)(be cleaned)(be raked)	Section 7.4.3 a)	\$250.00
62.	Failure to ensure Dog Run of Breeding Kennel can (rapidly drain water)(be cleaned)(be raked)	Section 7.4.3 a)	\$250.00
63.	Failure to ensure (outdoor yard)(Dog Run) of Breeding Kennel is cleaned once daily	Section 7.4.3 b)	\$250.00
64.	Failure to ensure Dogs are confined to the property of the Breeding Kennel	Section 7.4.4	\$250.00
65.	Failure to ensure (crate)(cage)(pen) at Breeding Kennel is of adequate size for Dog	Section 7.5.1 a)	\$250.00
66.	Failure to ensure (crate)(cage)(pen) at Breeding Kennel has a floor soundly constructed	Section 7.5.1 b)	\$250.00
67.	Failure to ensure (crate)(cage)(pen) at Breeding Kennel has food and water receptacles	Section 7.5.1 c)	\$250.00

**THE CORPORATION OF THE TOWN OF ESSEX**  
**SCHEDULE "B" TO BY-LAW NUMBER 2221**  
**PART 1 PROVINCIAL OFFENCES ACT**

**By-Law Number 2221: Being a by-law to regulate and license dog kennels within the municipal boundaries of the Town of Essex**

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
68.	Failure to ensure (crate)(cage)(pen) at Breeding Kennel is in good working condition	Section 7.5.1 d)	\$250.00
69.	Failure to ensure (crate)(cage)(pen) at Breeding Kennel is not dangerous to the Dog	Section 7.5.1 e)	\$250.00
70.	Failure to ensure (crate)(cage)(pen) at Breeding Kennel is maintained in a clean and sanitary condition	Section 7.5.1 f)	\$250.00
71.	Failure to ensure waste in (crate)(cage)(pen) at Breeding Kennel is removed twice daily	Section 7.5.1 f)	\$250.00
72.	Failure to ensure every Dog at Breeding Kennel is supplied daily with food	Section 7.5.3 a)	\$250.00
73.	Failure to ensure every Dog at Breeding Kennel is supplied daily with water	Section 7.5.3 b)	\$250.00
<b>Recreational Kennels</b>			
74.	Failure of Recreational Kennel to keep a record of (number of Dogs)(gender of each Dog)(birth date of each Dog)	Section 8.1.1	\$150.00
75.	Failure of Recreational Kennel to make records available for inspection by Town	Section 8.1.2	\$150.00
76.	(Cause)(Permit) a female Dog to be mated if less than 1 year of age	Section 8.2.1	\$250.00
77.	Selling a Dog Bred in a Recreational Kennel	Section 8.2.2	\$250.00
78.	Failure of Recreational Kennel to ensure Dog is examined by a veterinarian	Section 8.3.1 a)	\$250.00
79.	Failure of Recreational Kennel to ensure Dog is treated according to veterinarian's directives	Section 8.3.1 b)	\$250.00
80.	Failure of Recreational Kennel to ensure Dog is kept in isolation during serious illness	Section 8.3.1 c)	\$250.00
81.	Failure of Recreational Kennel to ensure (dog waste materials)(dead dogs) are disposed in lawful manner	Section 8.3.2	\$250.00
82.	Failure to ensure Recreational Kennel is maintained in a clean and sanitary condition	Section 8.4.1 a)	\$250.00
83.	Failure to ensure Recreational Kennel is (well-ventilated)(well-lit)	Section 8.4.1 b)	\$250.00
84.	Failure to ensure Recreational Kennel is equipped with electric lighting	Section 8.4.1 c)	\$250.00
85.	Failure to ensure Recreational Kennel is maintained at suitable temperature	Section 8.4.1 d)	\$250.00
86.	Failure to ensure an exercise area is provided at Recreational Kennel	Section 8.4.2 a)	\$250.00
87.	Failure to ensure Dog Runs at Recreational Kennel have a floor area appropriate for Dog size	Section 8.4.2 b) i)	\$250.00
88.	Failure to ensure Dog Runs at Recreational Kennel are securely enclosed	Section 8.4.2 b) ii)	\$250.00
89.	Failure to ensure Dog Runs at Recreational Kennel are free of debris	Section 8.4.2 b) iii)	\$250.00

**THE CORPORATION OF THE TOWN OF ESSEX**  
**SCHEDULE "B" TO BY-LAW NUMBER 2221**  
**PART 1 PROVINCIAL OFFENCES ACT**

**By-Law Number 2221: Being a by-law to regulate and license dog kennels within the municipal boundaries of the Town of Essex**

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
90.	Failure to ensure individual shelters at Recreational Kennel are readily accessible	Section 8.4.2 c) i)	\$250.00
91.	Failure to ensure individual shelters at Recreational Kennel comfortably accommodate Dog	Section 8.4.2 c) ii)	\$250.00
92.	Failure to ensure individual shelters at Recreational Kennel provide protection from the elements	Section 8.4.2 c) iii)	\$250.00
93.	Failure to ensure individual shelters at Recreational Kennel are dry and well drained	Section 8.4.2 c) iv)	\$250.00
94.	Failure to ensure outdoor yard of Recreational Kennel can (rapidly drain water)(be cleaned)(be raked)	Section 8.4.3 a)	\$250.00
95.	Failure to ensure Dog Run of Recreational Kennel can (rapidly drain water)(be cleaned)(be raked)	Section 8.4.3 a)	\$250.00
96.	Failure to ensure (outdoor yard)(Dog Run) of Recreational Kennel is cleaned once daily	Section 8.4.3 b)	\$250.00
97.	Failure to ensure Dogs are confined to the property of the Recreational Kennel	Section 8.4.4	\$250.00
98.	Failure to ensure (crate)(cage)(pen) at Recreational Kennel is of adequate size for Dog	Section 8.5.1 a)	\$250.00
99.	Failure to ensure (crate)(cage)(pen) at Recreational Kennel has a floor soundly constructed	Section 8.5.1 b)	\$250.00
100.	Failure to ensure (crate)(cage)(pen) at Recreational Kennel has food and water receptacles	Section 8.5.1 c)	\$250.00
101.	Failure to ensure (crate)(cage)(pen) at Recreational Kennel is in good working condition	Section 8.5.1 d)	\$250.00
102.	Failure to ensure (crate)(cage)(pen) at Recreational Kennel is not dangerous to the Dog	Section 8.5.1 e)	\$250.00
103.	Failure to ensure (crate)(cage)(pen) at Recreational Kennel is maintained in a clean and sanitary condition	Section 8.5.1 f)	\$250.00
104.	Failure to ensure waste in (crate)(cage)(pen) at Recreational Kennel is removed twice daily	Section 8.5.1 f)	\$250.00
105.	Failure to ensure every Dog at Recreational Kennel is supplied daily with food	Section 8.5.3 a)	\$250.00
106.	Failure to ensure every Dog at Recreational Kennel is supplied daily with water	Section 8.5.3 b)	\$250.00
<b>Dog Daycares</b>			
107.	Failure of Dog Daycare to keep a record of name of every Dog and emergency contacts	Section 9.1.1 a)	\$150.00
108.	Failure of Dog Daycare to keep a record of name, breed, and description of every Dog	Section 9.1.1 b)	\$150.00
109.	Failure of Dog Daycare to keep a record of rabies immunization	Section 9.1.1 c)	\$150.00
110.	Failure of Dog Daycare to keep a record of dates of arrival and departure of every Dog	Section 9.1.1 d)	\$150.00
111.	Failure of Dog Daycare to make records available for inspection by Town	Section 9.1.2	\$150.00

**THE CORPORATION OF THE TOWN OF ESSEX**  
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**By-Law Number 2221: Being a by-law to regulate and license dog kennels within the municipal boundaries of the Town of Essex**

<b>Item</b>	<b>COLUMN 1</b> Short Form Wording	<b>COLUMN 2</b> Provision Creating or Defining Offence	<b>COLUMN 3</b> Set Fine
112.	Failure of Dog Daycare to ensure (knowledgeable)(experienced) staff are in charge of Dogs	Section 9.2.1 a)	\$250.00
113.	Failure of Dog Daycare to ensure staff are adequately (instructed)(supervised)	Section 9.2.1 b)	\$250.00
114.	Failure of Dog Daycare to provide staff with methods of handling Dogs (generally)(in an escape)	Section 9.2.2 a)	\$250.00
115.	Failure of Dog Daycare to provide staff with methods of handling (sickness)(injury)(death) of Dog	Section 9.2.2 b)	\$250.00
116.	Failure of Dog Daycare to provide staff with methods of handling when Dog bites (a person)(another Dog)	Section 9.2.2 c)	\$250.00
117.	Failure of Dog Daycare to provide staff with contact information of a veterinarian	Section 9.2.2 d)	\$250.00
118.	Failure of Dog Daycare to ensure Dog is examined by a veterinarian	Section 9.2.3 a)	\$250.00
119.	Failure of Dog Daycare to ensure Dog is treated according to veterinarian's directives	Section 9.2.3 b)	\$250.00
120.	Failure of Dog Daycare to ensure Dog is kept in isolation during serious illness	Section 9.2.3 c)	\$250.00
121.	Failure of Dog Daycare to ensure (dog waste materials)(dead dogs) are disposed in lawful manner	Section 9.2.4	\$250.00
122.	Failure to ensure Dog Daycare is maintained in a clean and sanitary condition	Section 9.3.1 a)	\$250.00
123.	Failure to ensure Dog Daycare is adequately ventilated	Section 9.3.1 b)	\$250.00
124.	Failure to ensure Dog Daycare is equipped with electric lighting	Section 9.3.1 c)	\$250.00
125.	Failure to ensure Dog Daycare is adequately lighted	Section 9.3.1 c)	\$250.00
126.	Failure to ensure Dog Daycare is maintained at suitable temperature	Section 9.3.1 d)	\$250.00
127.	Failure to ensure Dog Daycare is equipped with (hot)(cold) running water	Section 9.3.1 e)	\$250.00
128.	Failure to ensure Dog Daycare is equipped with food preparation area	Section 9.3.1 f)	\$250.00
129.	Failure to ensure (doorway)(window)(outside opening) provides barrier against Dog escape	Section 9.3.2	\$250.00
130.	Failure to ensure an exercise area is provided at Dog Daycare	Section 9.3.3 a)	\$250.00
131.	Failure to ensure Dog Runs at Dog Daycare have a floor area appropriate for Dog size	Section 9.3.3 b) i)	\$250.00
132.	Failure to ensure Dog Runs at Dog Daycare are securely enclosed	Section 9.3.3 b) ii)	\$250.00
133.	Failure to ensure Dog Runs at Dog Daycare are free of debris	Section 9.3.3 b) iii)	\$250.00
134.	Failure to ensure individual shelters at Dog Daycare are readily accessible	Section 9.3.3 c) i)	\$250.00

**THE CORPORATION OF THE TOWN OF ESSEX**  
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Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
135.	Failure to ensure individual shelters at Dog Daycare comfortably accommodate Dog	Section 9.3.3 c) ii)	\$250.00
136.	Failure to ensure individual shelters at Dog Daycare provide protection from the elements	Section 9.3.3 c) iii)	\$250.00
137.	Failure to ensure individual shelters at Dog Daycare are dry and well drained	Section 9.3.3 c) iv)	\$250.00
138.	Failure to ensure outdoor yard of Dog Daycare can (rapidly drain water)(be cleaned)(be raked)	Section 9.3.4 a)	\$250.00
139.	Failure to ensure Dog Run of Dog Daycare can (rapidly drain water)(be cleaned)(be raked)	Section 9.3.4 a)	\$250.00
140.	Failure to ensure (outdoor yard)(Dog Run) of Dog Daycare is cleaned once daily	Section 9.3.4 b)	\$250.00
141.	Failure to ensure Dogs are confined to the property of the Dog Daycare	Section 9.3.5	\$250.00
142.	Failure to ensure (indoor cage)(pen) at Dog Daycare is of adequate size for Dog	Section 9.4.1 a)	\$250.00
143.	Failure to ensure (indoor cage)(pen) at Dog Daycare has a floor soundly constructed	Section 9.4.1 b)	\$250.00
144.	Failure to ensure (indoor cage)(pen) at Dog Daycare has food and water receptacles	Section 9.4.1 c)	\$250.00
145.	Failure to ensure (indoor cage)(pen) at Dog Daycare is in good working condition	Section 9.4.1 d)	\$250.00
146.	Failure to ensure (indoor cage)(pen) at Dog Daycare is not dangerous to the Dog	Section 9.4.1 e)	\$250.00
147.	Failure to ensure (indoor cage)(pen) at Dog Daycare is maintained in a clean and sanitary condition	Section 9.4.1 f)	\$250.00
148.	Failure to ensure waste in (indoor cage)(pen) at Dog Daycare is removed twice daily	Section 9.4.1 f)	\$250.00
149.	Failure to ensure every Dog at Dog Daycare is supplied daily with food	Section 9.4.3 a)	\$250.00
150.	Failure to ensure every Dog at Dog Daycare is supplied daily with water	Section 9.4.3 b)	\$250.00
151.	Failure of Dog Daycare to ensure 1 Person is present for every 15 Dogs boarded	Section 9.4.6 a)	\$250.00
152.	Failure of Dog Daycare to ensure Dogs less than 4 months of age are separated unless authorized	Section 9.4.6 b)	\$250.00
153.	Failure of Dog Daycare to ensure areas containing Dogs are (secured)(locked)	Section 9.4.6 c)	\$250.00
<b>Enforcement</b>			
154.	(Withhold)(destroy)(conceal)(refuse to furnish) information or thing required for an inspection	Section 10.1.3	\$300.00
155.	(Prevent)(hinder)(interfere) with an inspection	Section 10.1.4	\$300.00
156.	(Attempt to prevent)(attempt to hinder)(attempt to interfere) with an inspection	Section 10.1.4	\$300.00

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<b>Item</b>	<b>COLUMN 1</b> Short Form Wording	<b>COLUMN 2</b> Provision Creating or Defining Offence	<b>COLUMN 3</b> Set Fine
157.	(Hinder)(obstruct) a Person performing a duty	Section 10.2.1	\$300.00
158.	(Attempt to hinder)(attempt to obstruct) a Person performing a duty	Section 10.2.1	\$300.00

**Note:** The general penalty provision for the offences indication above is Section 11.1.1 of By-Law Number 2221, a certified copy of which has been filed.