

**THE CORPORATION OF THE TOWNSHIP OF ESSA  
COMMITTEE OF THE WHOLE MEETING  
WEDNESDAY, FEBRUARY 1, 2023  
6:00 p.m.**

**AGENDA**

Members of the public wishing to attend can do so by attending in person to the Council Chambers located in the Administration Centre at 5786 County Road 21, Utopia.

**1. OPENING OF MEETING BY THE MAYOR**

The Township of Essa acknowledges that we are situated on the traditional land of the Anishinaabeg people. We acknowledge the enduring presence of First Nations, Métis and Inuit people on this land and are committed to moving forward in the spirit of reconciliation and respect.

**2. DISCLOSURE OF PECUNIARY INTEREST**

**3. DELEGATIONS / PRESENTATIONS / PUBLIC MEETINGS**

- a) Presentation –Stephen Greene, Parks Administrator – Cemeteries**  
re: Cemetery Overview
- b) Presentation – Rob Fawcett, Project Manager – Verpreme Corporation**  
re: Alkaline Hydrolysis

**STAFF REPORTS**

**4. PLANNING AND DEVELOPMENT**

- p. 1      **a. Staff Report PD002-23 submitted by the Planning Technician, re: Activity Report 2022 – Committee of Adjustment.**

Recommendation: *Be it resolved that Staff Report PD002-23 be received.*

- p. 6      **b. Staff Report PD003-23 submitted by the Junior Planner, re: Activity Report 2022 – Planning Department.**

Recommendation: *Be it resolved that Staff Report PD003-23 be received.*

- p. 29      **c. Staff Report PD004-23 submitted by the Manager of Planning, re: 8677 County Road 56 – Public Meeting Zoning By-law Amendment (Z6-22)**

Recommendation: *Be it resolved that Staff Report PD004-23 be received; and That Council approve an amendment to the Township's Zoning By-law 2003-50, for lands legally known as CON 7, LOT 30, municipally known as 8677 County Road 56 from Commercial Recreation (C4) to Rural (RL).*

**5. PARKS AND RECREATION / COMMUNITY SERVICES**

**6. FIRE AND EMERGENCY SERVICES**

**7. PUBLIC WORKS**

**8. FINANCE**

**9. CLERKS / BY-LAW ENFORCEMENT / IT**

- p. 33      **a. Staff Report C001-23 submitted by the Manager of Legislative Services, re: Canine Control By-law, re: Fence-viewers and Livestock Valuers.**

Recommendation: *Be it resolved that Staff Report C001-23 be received; and That Council appoint staff from the Building Department, Municipal Law Enforcement Officer(s) and the Planning and Development Department to its Line Fence Committee, to fulfill the obligatory role as outlined in the Line Fences Act; and That Council direct staff to implement Line Fence Recovery Fees as outlined in this Report; and That Council approve remuneration to Livestock Valuers in the amount of \$50.00 per application plus mileage; and That Staff be directed to bring forward a resolution at a future meeting to appoint one additional Livestock Valuer.*

- p. 66      **b. Staff Report C002-23 submitted by the Manager of Legislative Services, re: Canine Control By-law, re: Livestock Guardian Dogs and Herding Dogs.**

Recommendation: *Be it resolved that Staff Report C002-23 be received; and That Council approve the proposed amendments to its Canine Control By-law as outlined in this Report.*

- p. 93      **c. Staff Report C003-23 submitted by the Manager of Legislative Services, re: Canine Control By-law, re: 2022 Municipal Election.**

Recommendation: *Be it resolved that Staff Report C003-23 be received for information.*

**10. CHIEF ADMINISTRATIVE OFFICER (C.A.O.)**

**11. OTHER BUSINESS**

**12. ADJOURNMENT**

Recommendation: *Be it resolved that this meeting of Committee of the Whole of the Township of Essa adjourn at \_\_\_\_\_ p.m., to meet again on the 15<sup>th</sup> day of February, 2023 at 6:00 p.m.*



## ESSA STAFF REPORT

**STAFF REPORT NO.:** PD002-23  
**DATE:** February 1<sup>st</sup>, 2023  
**TO:** Committee of the Whole  
**FROM:** Owen Curnew,  
Planning Technician  
**SUBJECT:** Activity Report 2022 – Committee of Adjustment

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### RECOMMENDATION

That Staff Report PD002-23 be received.

### BACKGROUND

In 2022, Essa Township received thirty-three (33) applications to be put forward to the Committee of Adjustments. Of the thirty-three (33) cases, twenty-nine (29) of them were Consent (severance) applications, and four (4) of them were Minor Variance applications. In total, the Committee reviewed and made decisions on twenty-one (21) of those applications. There are currently 11 outstanding cases from 2022 that will be put towards meetings in 2023.

### CONSIDERATIONS

The Committee of Adjustment in 2022, saw a disproportionate number of Consents compared to Minor Variances; twenty-nine (29) and four (4) respectively. When compared to the previous five (5) years, there is a noticeable decrease in the number of variances, while consents saw a noticeable increase in the past 4 years. Refer to Tables 1 and 2.

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PD002-23

Activity Report 2022 – Committee of Adjustment  
February 1<sup>st</sup>, 2022

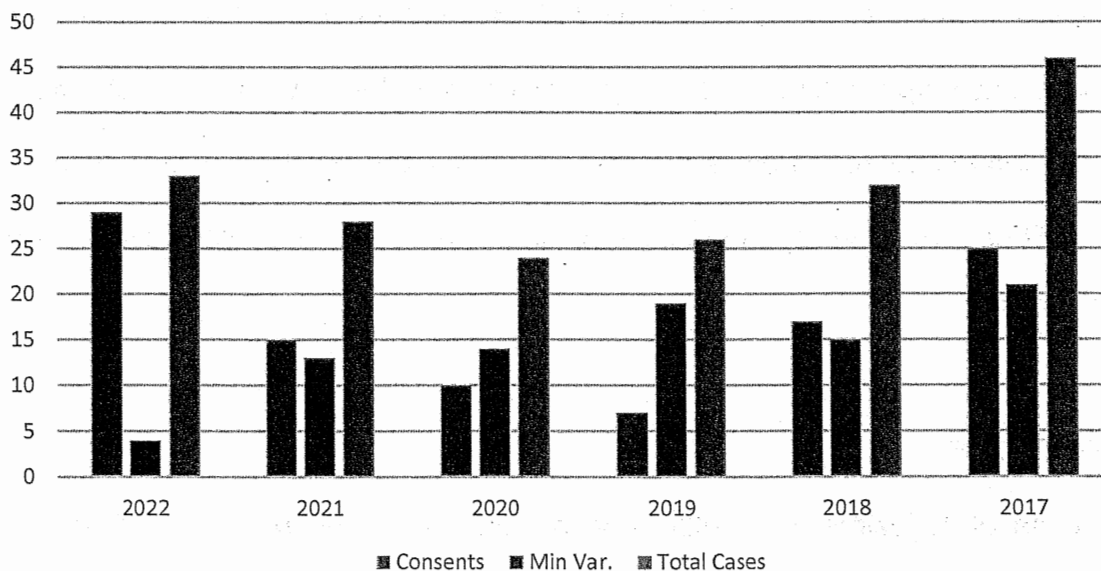
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Table 1.

YEAR	CONSENT	MINOR VARIANCE	TOTAL CASES
2022	29	4	33
2021	15	13	28
2020	10	14	24
2019	7	19	26
2018	17	15	32
2017	25	21	46

Table 2.

Case Distribution (2017-2022)





There are a couple of key observations to be made by looking at the visual data:

- (1) The number of Severance applications is the highest it has been when compared to the previous five (5) years.
- (2) Minor Variances in 2022 were considerably lower than the previous five (5) years.

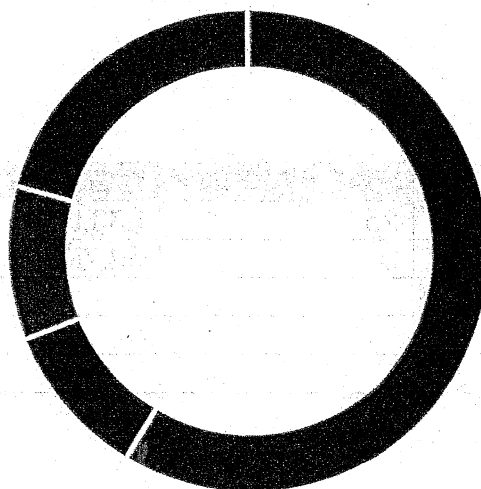
#### *Consents (Severances)*

In 2022, twenty-nine (29) Consent applications were submitted to the Township. It should also be noted that, on average, 3-6 requests for information on severances were received by Staff per week. This points to a high level of interest in Consent applications in 2022.

Table 3 provides a breakdown of the types of Consent applications received.

Table 3.

Types of Consents (Severances)



■ Creation of New Lots   ■ Technical Severance   ■ Addition to an Abutting Lot   ■ Other

The creation of new lots are the most common types of Severances dealt with in 2022.

Of the twenty-nine (29) total severances, seventeen (17) were applications to create a

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new lot; three (3) were for technical severances; three (3) were for additions to an abutting lot; and six (6) were for various other types of severances (e.g., lot line adjustments, validation of titles, etc.).

### *Minor Variances*

The nature of Minor Variances makes them more unique than consents, so they are not as easy to categorize into types or groups. For that reason, there are not enough cases to make any meaningful statements or visual analyses.

## **FINANCIAL IMPACT**

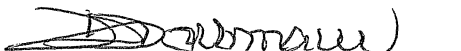
In 2022, the Committee of Adjustment grossed approximately sixty-six thousand, two hundred dollars (\$66,200) in fees from Consents and Minor Variances combined (referenced in the Committee of Adjustment section of the Municipal budget – pg.54-55).

Refer to Table 4.

Table 4.

TYPE	FEES	# OF CASES	AMOUNT	REFUNDS
Consents	\$2500/\$1000	25	\$63,500	\$5,000
Minor Variances	\$900	3	\$2,700	N/A
<b>TOTAL GROSSED</b>				\$66,200
<b>TOTAL (with refunds)</b>				\$61,200

Manager of Finance Approval:



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## SUMMARY/OPTIONS

Council may:

1. Take no further action
2. Receive this report for information
3. Direct staff as they deem appropriate

## CONCLUSION

Option #2 is recommended.

Prepared by:

*OWEN CURNEW*

Owen Curnew,  
Planning Technician

Respectfully submitted by:



Sam Haniff,  
Manager of Planning

Reviewed by:

*CH Healey*

Colleen Healey-Dowdall  
CAO



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PD003-23

**DATE:** February 1, 2023

**TO:** Committee of the Whole

**FROM:** Oliver Ward  
Junior Planner

**SUBJECT:** Activity Report 2022 – Planning Department

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### RECOMMENDATION

That Staff Report PD003-22 be received.

### BACKGROUND

Growth within the Township of Essa, while directed by Council, the Province, and Staff, is application based. The Township Planning Department processes applications for all development within the municipality at both large and small scales. The inflow of applications is somewhat unpredictable and can therefore fluctuate from year to year. This report seeks to explain the growth patterns within the Township and present a brief on all Planning activity from the 2022 period for Council's review.

### CONSIDERATIONS

Please find attached the Planning Activity Report for Council 2022 (Attachment A).

### FINANCIAL IMPACT

The following charts represent all the fees processed by the Planning Department in 2022.

Zoning By-law Amendments	Fees received	Date
Z1-22	\$5,000 ZBA	10/03/2022
Z2-22	\$2,000 eng + \$5,000 ZBA	05/03/2022
Z3-22	\$2,000 eng + \$5,000 ZBA	12/08/2022
Z4-22	\$2,000 eng + \$5,000 ZBA	07/05/2022

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Z5-22	\$4,000 Zoning-Temp Use By-law + \$1,000 ZBA	15/08/2022 (Zoning temp use & severance) 23/08/2022 (ZBA)
Z6-22	\$2,000 eng + \$5,000 ZBA + \$2,500 Severance & Consent	24/08/2022
Z8-22	\$2,000 eng + \$5,000 ZBA	5/10/2022
Z9-22	\$2,000 eng + \$2,000 ZBA	18/10/2022 (eng) 9/30/2022 (ZBA)

Official Plan Amendments	Fees received	Date
OPA 42	\$5,000 OPA	3/10/2022
OPA 43	\$5,000 OPA	5/3/2022
OPA 44	\$5,000 OPA	5/10/2022

Pre-consultation	Fees received	Date
PAC01	\$1,000 eng + \$750 prec	3/3/2022
PAC02	\$1,000 eng + \$750 prec	4/3/2022
PAC03	\$1,000 eng + \$750 prec	6/5/2022
PAC04	NOT SAVED IN DRIVE	
PAC05	\$1,000 eng + \$750 prec	7/10/2022
PAC06	\$1,000 eng + \$750 prec	12/10/2022
PAC07	\$1,000 eng + \$750 prec	28/10/2022
PAC08	\$1,000 eng + \$750 prec	14/11/2022

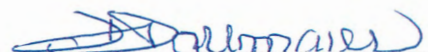
Subdivision	Fees received	Date
Z1-22 & OPA 42	\$10,000 eng + \$7,000 sub app	10/3/2022
Z2-22 & OPA 43	\$10,000 eng + \$7,000 sub app	5/3/2022

Site Plan Control	Fees received	Date
SP1.22	\$2,000 eng + \$3,000 site plan	25/05/2022
SP2.22	\$2,000 eng + \$3,000 site plan	26/09/2022

#### Total Fees Received

Pre-con	\$5,250 app + \$7,000 eng
OPA	\$15,000 app
ZBA	\$37,000 app + \$18,000 eng
Subdivision	\$14,000 app + \$20,000 eng
Site Plan Control	\$6,000 app + \$4,000 eng
<b>Total</b>	<b>\$77,250 Application Fee + \$49,000 Engineering Deposit</b>

Manager of Finance Approval:



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**SUMMARY/OPTIONS**

Council may:

1. Take no further action.
2. Receive Staff Report PD003-22
3. Direct staff in another manner.

**CONCLUSION**

Option #2 is recommended.

Prepared by:



Oliver Ward  
Junior Planner

Respectfully submitted by:



Sam Haniff  
Manager of Planning

Reviewed by:



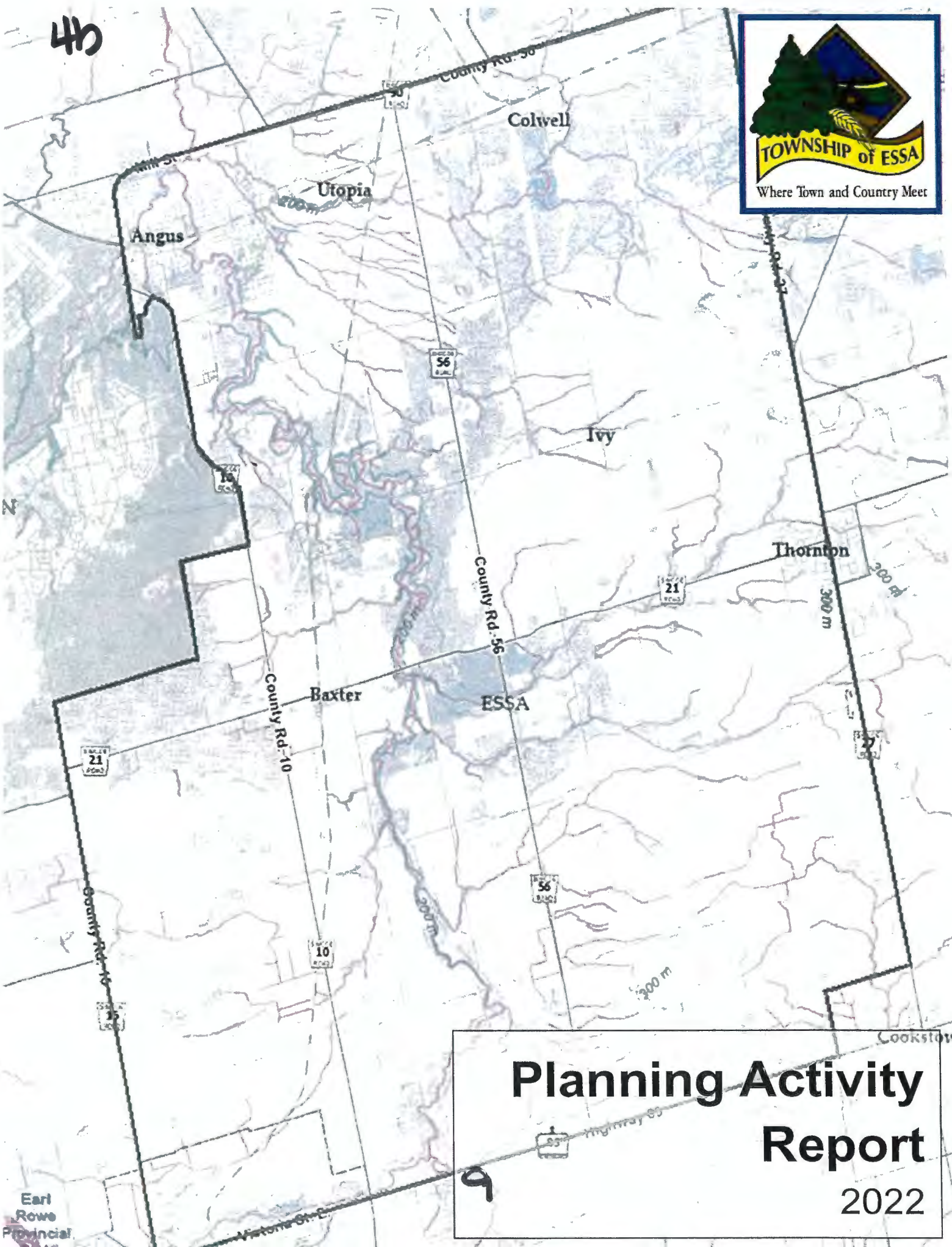
Colleen Healey-Dowdall  
CAO

**Attachments:**

**A. Planning Activity Report for Council 2022**



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# Planning Activity Report 2022

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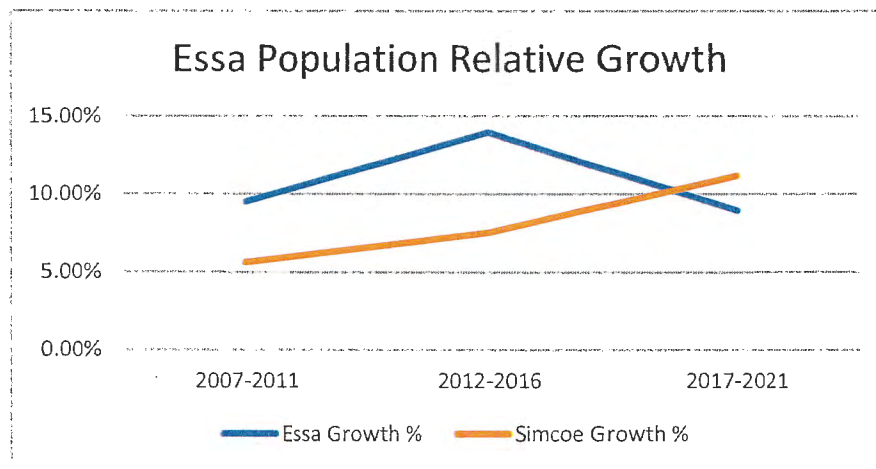
Definitions	Planning Act References
<p>Pre-Consultation (PACXX-XXXX) – establishes the required processes to complete a development, including applicable government regulations and studies.</p> <ul style="list-style-type: none"> <li>• Applicants submit Pre-Consultation application for Staff and relevant agencies to give high-level comments and Required Studies and Plans</li> <li>• The Pre-Consultation process allows applicants to infer timelines and costs for the rest of the project</li> </ul>	Section 22.
<p>Official Plan Amendment (OPA XX) – An application to amend the Essa Township Official Plan to allow for a change in Designation, which permits the desired land use.</p>	Section 16.
<p>Zoning By-law Amendment (ZX-XX) – An application to amend the Essa Township Zoning By-law to allow for a change in Zoning, which permits the desired land use.</p>	Section 34.
<p>Site Plan Control – An application to control site-specific matters to ensure that a development proposal is well designed, fits in with the surrounding uses and minimizes any negative impacts.</p>	Section 41.
<p>Subdivision – An application to develop a subdivision of land, creating and rearranging parcel boundaries for a proposed use.</p>	Section 51.
<p>Condominium – An application to develop a property in which each unit has individual title together with a share of the rest of the property common to all owners. Like a subdivision, it is a way of dividing property.</p>	Section 51.

## 2022 Planning Applications Preamble

The Township of Essa has seen significant growth over the last 16 years, from 17,600 persons in 2006 (Growth Strategy, 2013:6) to 21,083 in 2016 (Statistics Canada, 2017), then reaching 22,970 in 2021 (Statistics Canada, 2022). Between 2006 and 2016, The Township was growing by approximately 348 persons per year, whereas between 2016 and 2022, the population grew by about 377 persons per year.

Data from Statistics Canada suggests that between 2006 and 2016, growth in Essa far exceeded the average growth in the County of Simcoe. Between 2016 and 2021, however, the average growth within the County surpassed growth within Essa due to both the Township growth rate declining and County growth rate increasing. This reflects a concentration of rapid growth in parts of the County of which Essa has not recently been a part.

Figure 1



Currently, the most up-to-date growth forecasts for the Township of Essa expect the municipality to reach a population of 21,500 by 2031 (Township of Essa Growth Strategy, 2013).

Population: 2006 – 17,600 persons      Employment: 2006 – 7,700 jobs

Population: 2031 – 21,500 persons      Employment: 2031 – 9,000 jobs

This growth forecast was first published in Amendment 1 (2012) to the Growth Plan for the Greater Golden Horseshoe, 2006, and used in Table 1 of the County of Simcoe Official Plan. In 2021, only nine years after this estimate was made, the Township already boasts a population of 22,970 persons. According to the new Growth Plan for the Greater Golden Horseshoe (2020), an updated set of growth forecasts is to be made by the County of Simcoe in their Municipal Comprehensive Review (MCR). Although the MCR process is currently underway, no new figures have yet been released.

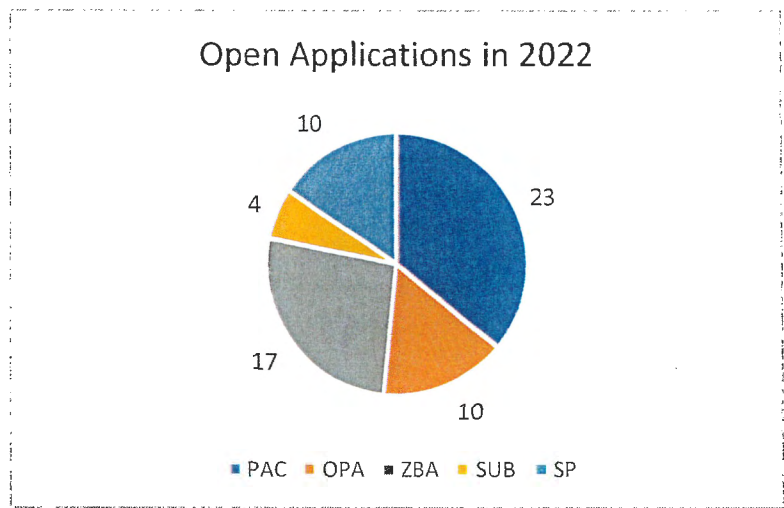
The County has recently stated that it is unclear when/if the MCR process will be complete, since the implementation of Bill 23 (More Homes Built Faster Act, 2022) will eliminate the planning authority of the County, subsequently removing the MCR from their responsibility. For now, the County has stated that Planning staff will remain actively involved with the MCR until further policies of Bill 23 are rolled out (County of Simcoe, n.d.).

In 2022, the Township of Essa continued to process applications for residential development both within and outside of Settlement Areas. Future growth within the Township beyond 2022 is intended to be directed within certain areas of the Township where municipal services and employment opportunities are available. These areas designated for growth include the Angus, Thornton, and Baxter Settlement Areas. Limited growth may also occur within non-Settlement areas of the Township, however, no new Settlement Areas are proposed within the Township for the forecasted growth period. Additionally, there is no proposed expansion for the existing settlement area boundaries at this time, but changes may be proposed within the Township Official Plan Review.

## 2022 Application Quantity

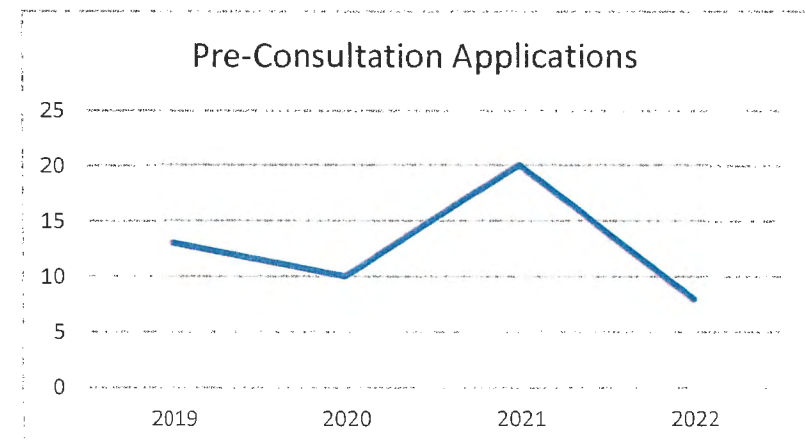
In 2022, the Planning Department worked on 64 applications, excluding applications for the Committee of Adjustment (please refer to separate Committee of Adjustment Activity Report). In total, the applications included 23 Pre-Consultations, 10 Official Plan Amendments, 17 Zoning By-law Amendments, 4 Subdivisions, and 10 Site-Plan Controls. While some of the applications were new submissions from 2022, many were carried over from previous years.

Figure 2



The number of planning applications received by the Department in 2022 was similar to previous years with some application types varying more significantly than others. The following charts were created based on the data available in the Township’s digital filing system and may not reflect absolutely all of the applications processed by the Township Planning Staff during the time periods outlined.

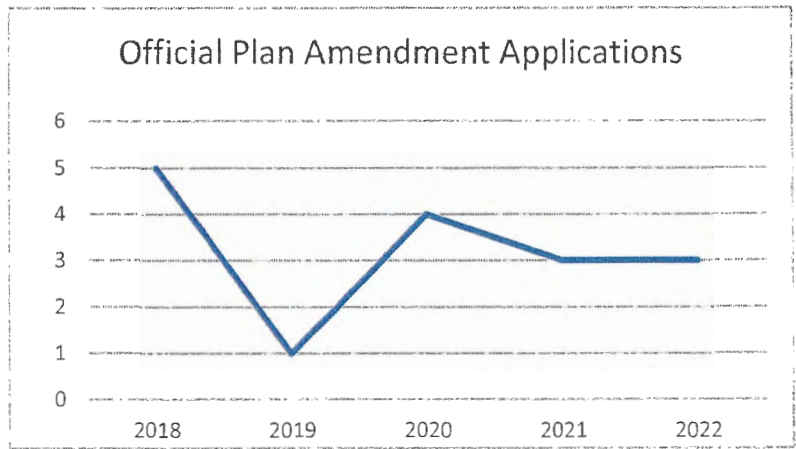
Figure 3



No records of pre-consultation applications were available for 2018.

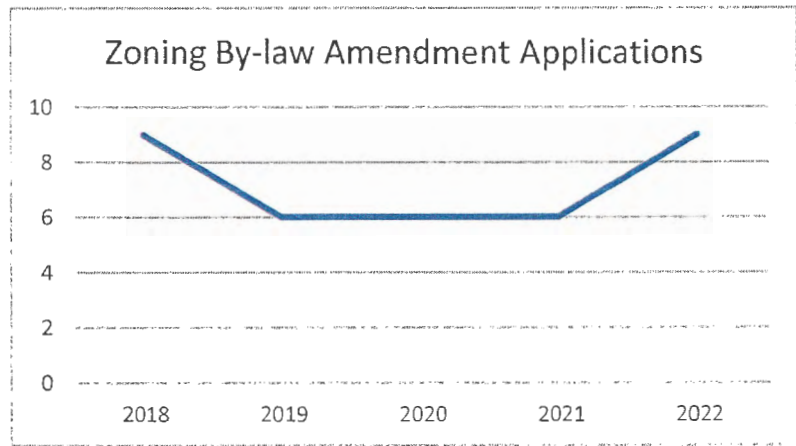
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Figure 4



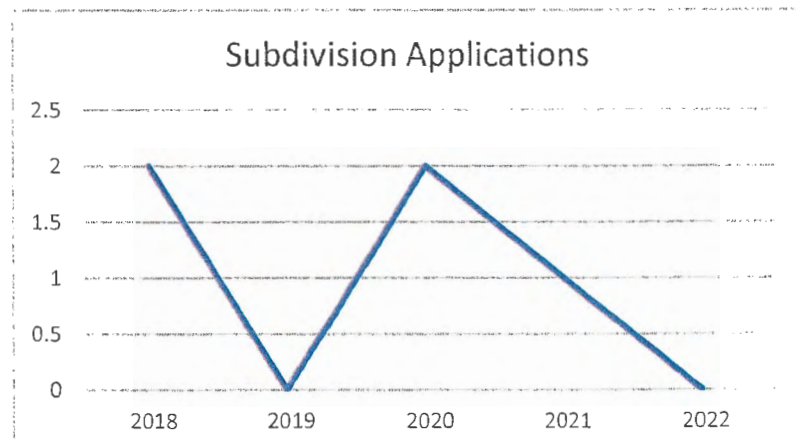
OPAs were consistent with previous years.

Figure 5



ZBAs were slightly increased from previous years.

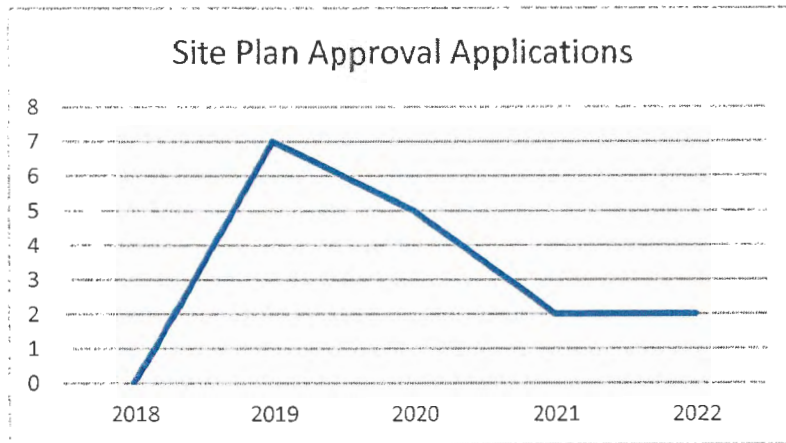
Figure 6



No subdivision applications were received in 2022, but applications have been inconsistent over the previous 5-year period.

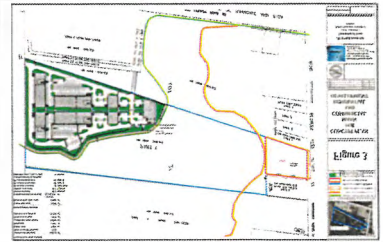
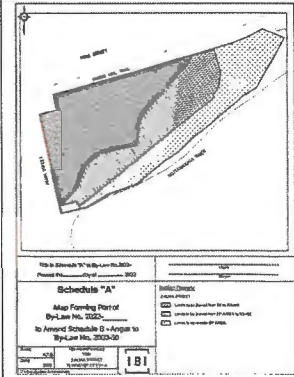
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Figure 7



Site Plan Approvals have had a very inconsistent submission history within the Township, and low levels have been maintained over the two most recent years.

## 2022 Planning Activity Chart

Application #	Project Description	Proposed # of Units	Map
7455 6th Line			
PAC04-19	Pre-consultation carried over from 2019.		
8926 Mckinnon Rd.			
PAC02-20	Pre-consultation carried over from 2020.		
Z4-22	Rezoning from "Rural" (RL) to "Community Commercial" with Special Provision (C1-XX) and "Environmental Protection" (EP) for a major commercial development.	TBD	
5977 County Road 21			
PAC10-20	Pre-consultation carried over from 2020.		
6037 County Road 10			
PAC02-21	Pre-consultation carried over from 2021.		
2 Alma Street			
PAC03-21	Pre-consultation carried over from 2021.		
OPA 44	OPA from "Residential-Future" to "Residential", and to redesignate part of the existing "Environmental – Flood Prone Areas" to "Residential".	80 townhouses	The OPA was removed from the application since "Residential-Future" permits the proposed development.
Z8-22	ZBLA to rezone part of the existing "Residential, Low Density, Detached" (R1) and "Environmental Protection" (EP) to "Residential, Medium Density, Townhome" (R3) and "Environmental Protection" (EP).		



<b>Application #</b>	<b>Project Description</b>	<b>Proposed # of Units</b>	<b>Map</b>
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<b>18 Fraser Street</b>			
<b>PAC04-21</b>	Pre-consultation carried over from 2021.		

<b>8086 10th Line</b>			
<b>PAC07-21</b>	Pre-consultation carried over from 2021.		

<b>7902 County Road 56</b>			
<b>PAC11-21</b>	Pre-consultation carried over from 2021.		

<b>174 Denney Drive</b>			
<b>PAC12-21</b>	Pre-consultation carried over from 2021.		

<b>9078 McKinnon Road</b>			
<b>PAC13-21</b>	Pre-consultation carried over from 2021.		

<b>4 Bank Street</b>			
<b>PAC14-21</b>	Pre-consultation carried over from 2021.		

<b>6427, 6335, 6305 Hwy 90</b>			
<b>PAC15-21</b>	Pre-consultation carried over from 2021.		

<b>140 Mill Street</b>			
<b>PAC16-21</b>	Pre-consultation carried over from 2021.		


<b>96 King Street</b>			
<b>PAC17-21</b>	Pre-consultation carried over from 2021.		

<b>58 Vernon Street</b>			
<b>PAC20-21</b>	Pre-consultation carried over from 2021.		

<b>190 Mill Street</b>			
<b>PAC01-22</b>	Pre-consultation.		



Application #	Project Description	Proposed # of Units	Map
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56 River Drive			
PAC02-22	Pre-consultation.		
Z9-22	ZBLA from "Residential, Low-Density, Detached" (R1) to "Residential, High Density, Apartments" (R5) for development of a fourplex and duplex.	2 single-family detached dwellings	 <p> <input checked="" type="checkbox"/> Lands to be rezoned from "Residential, Low Density, Detached (R1)" to "Residential, High Density, Apartments (R5)" </p>

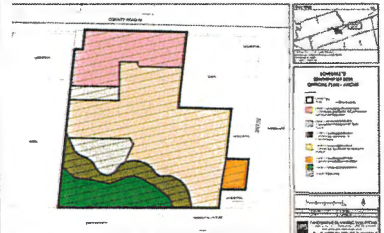
7841 4th Line			
PAC03-22	Pre-consultation.		


240 Murphy Road			
PAC04-22	Pre-consultation.		

8894 County Road 56			
PAC05-22	Pre-consultation.	0	

8949 Smith Road			
PAC06-22	Pre-consultation.	6	

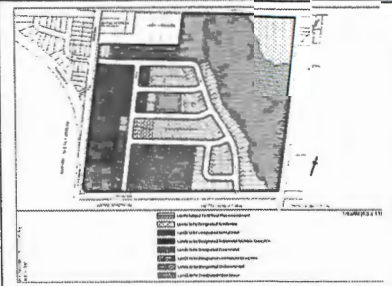

231 Barrie Street			
PAC07-22	Pre-consultation.	1	

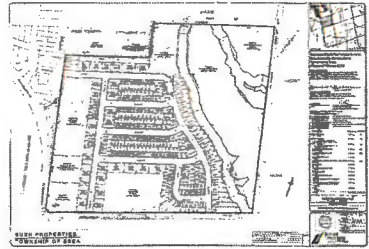
County Road 90 and 5th Line (Green Acres) 6275 County Road 90			
OPA 32	OPA for 6275 & 6299 County Road 90 to change designation from "Commercial-Recreation", "Environmental – Flood Prone Areas", "Agricultural" and "Residential" to "Residential – Multiple" and "Commercial". Seeking to develop a residential subdivision with a commercial component.		

<b>Z6-20</b>	ZBLA from "Commercial Recreation" (C4), "Residential, Low Density, Detached" (R1) and "Environmental Protection" (EP), to "Residential, Low Density, Detached" with Special Provision (R1-XX), "R1-H Low Density, Detached" with holding provision, "Residential, Medium Density, Townhome" with Special Provision (R3-XX), "Community Commercial" with Special Provision (C1-XX), "Open Space Park" (OSP), "Public Services" (PS) and "Environmental Protection" (EP) Zone.		
<b>SUB</b>			

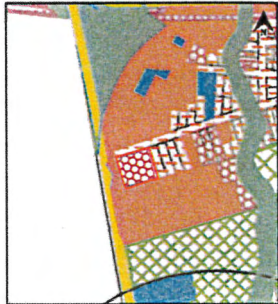

<b>Application #</b>	<b>Project Description</b>	<b>Proposed # of Units</b>	<b>Map</b>
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<b>305 Mill Street</b>			
<b>OPA 34</b>	OPA from "Commercial" to "Commercial" with Special Provision to develop 2 6-storey buildings the northern-most portion of the property.	200	
<b>Z2-20</b>	ZBLA from "Core Commercial" (C2) to C2-XX.		

<b>6537 Browns Line (Bush Properties)</b>			
<b>OPA 35</b>	OPA from "Industrial" to "Residential", "Commercial", "Institutional", and "Environmental Protection" with Special Provision. OPA will facilitate the Employment Lands Conversion and rezone 6537 Browns Line and County Road 10.	487	
<b>Z5-20</b>	ZBLA from "General Industrial" (M1) to "Residential, Low Density, Detached" with Special Provision (R1-XX), "Residential, Medium Density, Townhome" with Special Provision (R3-XX), "Residential, High Density" with Special Provision (R5-XX), "Environmental Protection", "Core Commercial with Special Provision (C2-XX), "Public Services" (PS) and "Institutional" (I).		

SUB			
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Application #	Project Description	Proposed # of Units	Map
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14 & 18 Margaret Street			
OPA 36	OPA for 14 Margaret Street from "Institutional" to "Residential – Multiple". OPA for 18 Margaret Street from "Residential" to "Residential – Multiple".		<p>Proposed Official Plan Amendment: Residential – Multiple</p>  <p>Legend</p> <ul style="list-style-type: none"> <li>Site Boundary</li> <li>Institutional</li> <li>Residential</li> <li>Open Space</li> <li>Environmental</li> <li>Residential Multiple</li> <li>Commercial</li> </ul>
Z4-20	ZBLA from "Residential, Low Density, Detached" (R1) and "Institutional" to "Residential, High Density" with Special Provision (R5-XX).		<p>Proposed Zoning By-law Amendment: Residential (High Density)</p>  <p>Legend</p> <ul style="list-style-type: none"> <li>Subject Lands</li> <li>Institutional</li> <li>Residential (Low Density, Detached)</li> <li>Residential (Medium Density, Townhouse)</li> <li>Residential (High Density, Apartmental)</li> <li>Commercial (Core Commercial)</li> </ul>

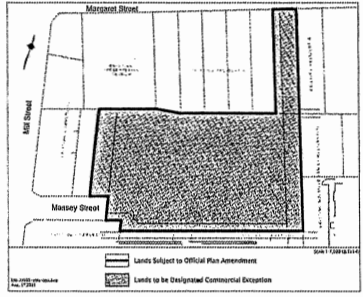
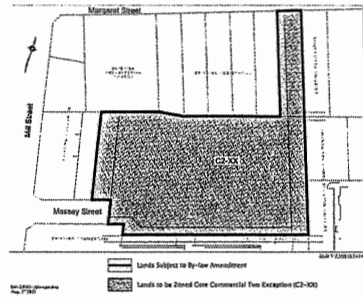
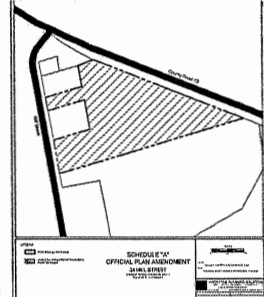
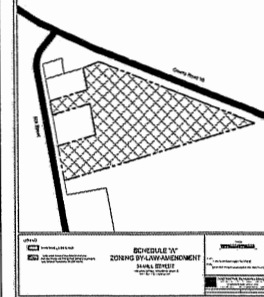


Application #	Project Description	Proposed # of Units	Map
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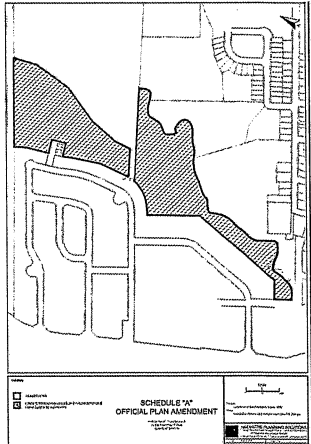
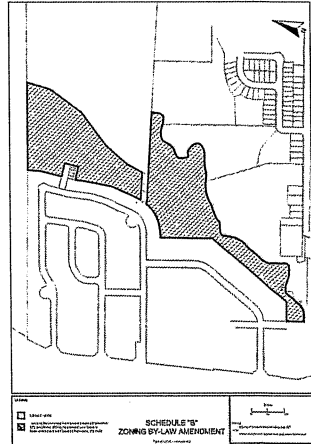
Blocks 142 & 143 -Stonemount			
OPA 39	OPA from "Residential" to "Residential – Multiple" and "Environmental Protection" for a 6-storey residential development.	133	
Z4-21	ZBLA from "Residential, Medium Density, Townhome" (R3) to "Residential, High Density, Apartments" with Special Provision (R5-XX).		

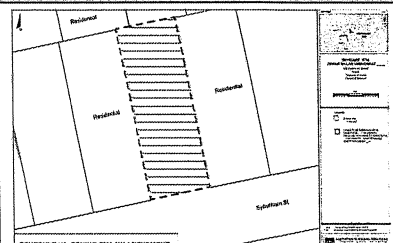
170 Mill Street			
OPA 40	OPA to "Commercial" to permit a 4-storey commercial hotel (Quality Inn)	60	
Z5-21	ZBLA from "Residential, Low Density, Detached" (R1) to "Core Commercial" with Special Provision (C2-XX).		

4b

Application #	Project Description	Proposed # of Units	Map
3 Massey Street			
OPA 41	OPA from "Commercial" to "Commercial-Exception" to permit a 7-storey residential development.	67	
Z6-21	ZBLA from "Core Commercial" (C2) to "Core Commercial" (C2-XX).		
34 Mill Street			
OPA 42	OPA from "Residential" to "Residential-Multiple" to permit a subdivision of 148 townhouse units.	148	
Z1-22	ZBLA from "Residential, Low-Density, Detached" (R1) to "Residential, High-Density, Apartment" with Special Provision (R5-XX).		

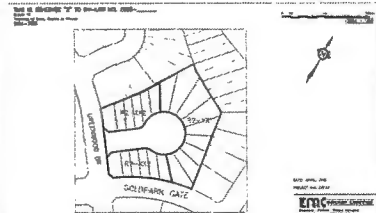
Application #	Project Description	Proposed # of Units	Map
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Alset/Cablebridge (Lots 31&32, Con 3)			
OPA 43	OPA from "Environmental" and "Open Space" to "Residential" to permit a residential subdivision.	133	
Z2-22	ZBLA to rezone from "Environmental Protection" and "Rural" to "Residential, Low Density, Semi-detached" with Special Provision (R2-XX).		

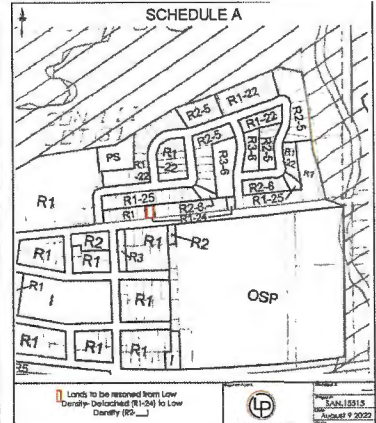
125 Sydenham Street			
Z3-22	Rezoning from R1 to R2 and Severance to permit the development of 2 semi-detached units with a garage and 2-car driveway.	2	

Application #	Project Description	Proposed # of Units	Map
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## 68 Gold Park Gate (Block 13)

Z4-19	Rezoning from C1 to R2-XX1 and R2-XX2		
SUB			

## 59 Centre Street

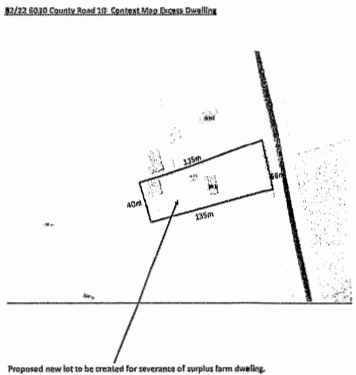
Z5-22	Rezoning from R1-24 to R2-XX and severance to permit the creation of a residential lot.	1	
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## 8677 County Road 56

Z6-22	Rezoning from A to RL and severance to permit the proposed single detached dwelling.	1	
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<b>Application #</b>	<b>Project Description</b>	<b>Proposed # of Units</b>	<b>Map</b>
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**6030 County Road 10**

<b>Z10-22</b>	Rezoning as a condition of a Severance.	1	
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**150 Mill Street**

<b>SP2/19</b>	Site Plan Agreement, carried over from 2019.		
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**7511 9th Line**

<b>SP5/19</b>	Site Plan Agreement, carried over from 2019.		
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**8925 (Formerly 5585) County Road 56**

<b>SP7/19</b>	Site Plan Agreement, carried over from 2019.		
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**495 Greenwood**

<b>SP1/20 &amp; Condo. Exemption Application</b>	Site Plan Agreement, carried over from 2020.		
<b>SUB</b>			

**5983 County Road 10**

<b>SP2/20</b>	Site Plan Agreement, carried over from 2020.		
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**8807 County Road 56**

<b>SP4/20</b>	Site Plan Agreement, carried over from 2020.		
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**5650/5714 30th Side Road**

<b>SP5/20</b>	Site Plan Agreement, carried over from 2020.		
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4b

128 Cecil Street			
SP2/21	Site Plan Agreement, carried over from 2021.		

5136 9th Line			
SP1/22	Site Plan Agreement to expand the existing White Veal Meat Packers Ltd. production site.	0	

122 Murphy Road			
SP2/22	Site Plan Agreement for a wastewater treatment plant.	0	

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Township of Essa Growth Strategy. (2013).



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** PD004-23

**DATE:** February 1<sup>st</sup>, 2023

**TO:** Committee of the Whole

**FROM:** Samuel Haniff  
Manager of Planning

**RELATED APPLICATION:** B25-22

**SUBJECT:** 8677 County Road 56 – Public Meeting  
Zoning By-law Amendment (Z6-22)

### RECOMMENDATION

That Staff Report PD004-23 be received; and

That Council approve an amendment to the Township's Zoning By-law 2003-50, for lands legally known as CON 7, LOT 30, municipally known as 8677 County Road 56 from *Commercial Recreation (C4)* to *Rural (RL)*.

### BACKGROUND

Severance application B25-22 and Zoning By-law Amendment application Z6-22 were submitted to the Township of Essa by Skelton Brumwell & Associates on behalf of Craig Moyer. The applications were received by Staff in August and September 2022 respectively.

Applications B25-22 and Z6-22 were deemed complete by Staff and circulated to Departments and Agencies for comments between October and November 2022.

On November 25, 2022, the Committee of Adjustment granted a Consent (B25/22), with conditions, to sever a 1.15ha parcel from a larger 30.8ha parcel of land for the purpose of creating a new lot (see Attachment A). One of the conditions of the severances was that "the property be rezoned so that the new lot conforms with Essa Township's Zoning By-law".

On December 21, 2022, a Public Meeting was held at the Essa Township Administration Centre to discuss the application for Zoning By-law Amendment (Z6-22) for the subject property. The Applicant applied for the ZBA in order to change the zoning from

*Commercial Recreation* (C4) to *Rural* (RL) to allow for development of a single-family dwelling on the 1.15ha subject parcel. Michael Wynia of Skelton Brumwell & Associates represented the application at the Public Meeting.

## CONSIDERATIONS

The 1.15ha subject parcel is surplus to the operation of the Bear Creek Golf Course located in Lot 30 Concession 7 of Essa Township. The subject lands are to the north of the existing golf course along the 30<sup>th</sup> Sideroad (see Attachment A).

The parcel is surrounded by rural residential lots in the north, east and west and has been historically vacant. Although the current zoning of *Commercial Recreation* (C4) is appropriate for most of the 30.8ha (since the majority is used as a golf course), Staff would argue that it is *not* appropriate for the vacant 1.15ha subject parcel.

The Essa Township Official Plan further supports the appropriateness of a rezoning to RL. While Official Plan Amendment (OPA)7 of Essa Township redesignated the golf course as Commercial Recreation in 2005, the northern portion along 30<sup>th</sup> Sideroad (of which the 1.15ha parcel is included) remained Rural. As such, the rezoning to Commercial Recreation (C4) would actually act as housekeeping by having the zoning conform to the designation.

## COMMENTS

The submission for ZBA was circulated to Departments and Agencies on September 9, 2022. On October 12, 2022 all comments were submitted to the Applicant. The following were some of the Agencies and their comments:

- County of Simcoe - No comments were received.
- Simcoe County District School Board - No comments were received.
- NVCA - No comments were received.
- Neighbour (unnamed) - General request for information about the application and to be informed about the decision.

The commenting neighbour has had a follow-up request about the application in January 2023. However, no specific objections have been received to outline any issues.

On November 21, 2022, a Public Notice of a Public Meeting for Z6-22 was mailed to relevant Agencies and neighbours, posted on the Township website, and physically posted on the subject site. The Public Meeting was held on December 21, 2022 at the Township of Essa Administration Centre.

During the meeting, Council confirmed that the 1.15ha parcel falls outside of the NVCA regulated areas and that no comments were received by the NVCA (see Attachment A).

46

At the Public Meeting of December 21, 2022 for Application Z6-22, no comments were received.

### FINANCIAL IMPACT

Staff collected \$5,000 for a Zoning By-law Amendment application fee and \$2,000 for an Engineering Deposit. If the Engineering Deposit has not been used by the Township for external input in completing the ZBA process, \$2000 will be returned to the Applicant upon Notice of Passing.

Reviewed by Finance Department: 

### SUMMARY/OPTIONS

Council may:

1. Take no further action.
2. Receive Staff Report PD004-23 and approve an amendment to the Township's Zoning By-law 2003-50 for lands legally known as CON 7, LOT 30, municipally known as 8677 County Road 56 from *Commercial Recreation* (C4) to *Rural* (RL).
3. Direct Staff in another manner Council deems appropriate

### CONCLUSION

**Option #2 is recommended since no specific concerns have been raised throughout the public circulation of the files.**

Prepared and Submitted by:

  
\_\_\_\_\_  
Samuel Haniff, BURPL., MCIP, RPP  
Manager of Planning

Reviewed by:

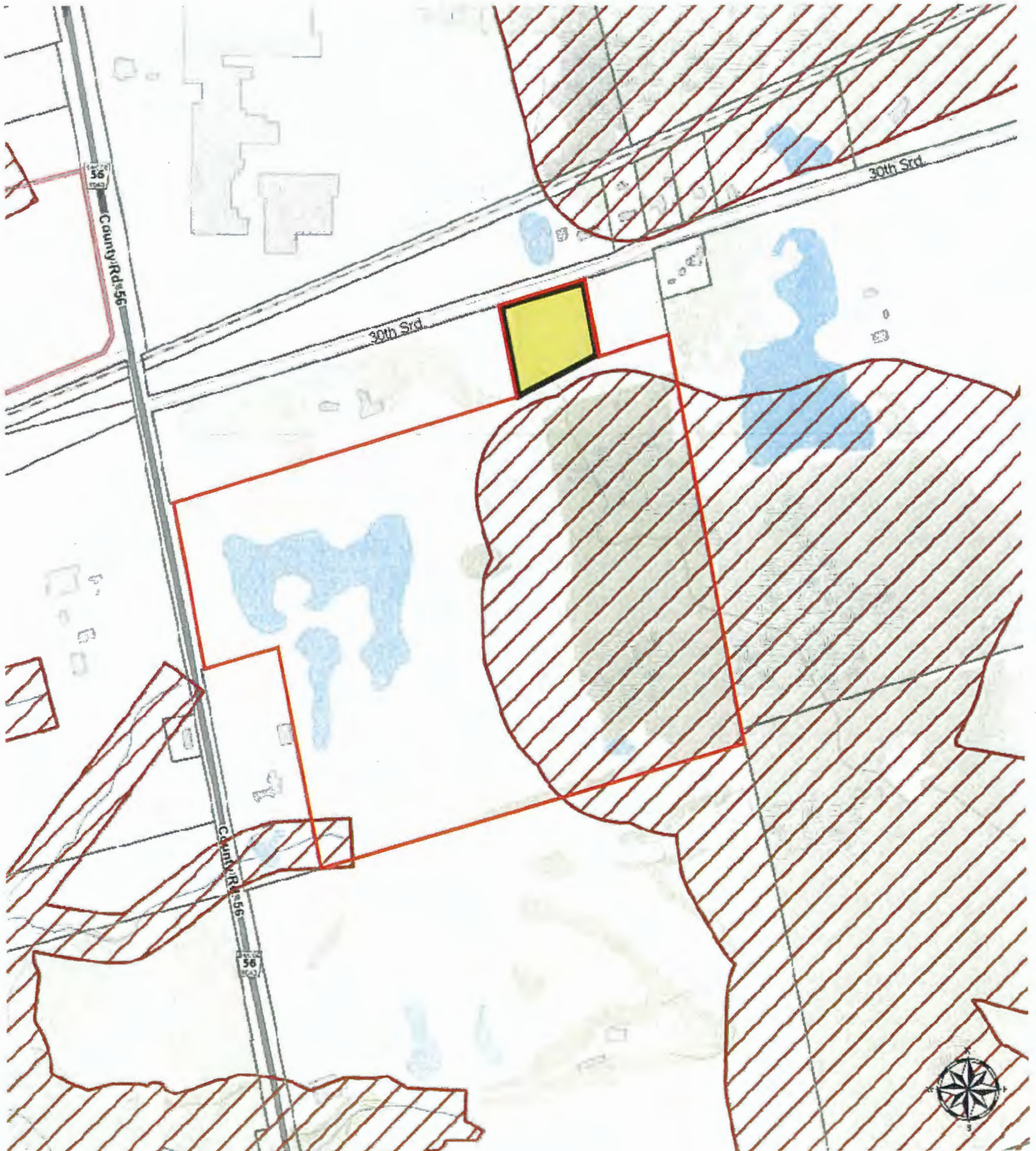
  
\_\_\_\_\_  
Colleen Healey-Dowdall  
CAO

Attachment "A" Context Map - 8677 County Road 56



4c

# 8677 County Road 56



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Jan 26, 2023



## TOWNSHIP OF ESSA STAFF REPORT

9a

**STAFF REPORT NO.:** C001-23  
**DATE:** February 1, 2023  
**TO:** Committee of the Whole  
**FROM:** Lisa Lehr, Manager of Legislative Services  
**SUBJECT:** Fence-viewers and Livestock Valuers

---

### RECOMMENDATION

That Staff Report C001-23 be received; and

That Council appoint staff from the Building Department, Municipal Law Enforcement Officer(s) and the Planning and Development Department to its Line Fence Committee, to fulfill the obligatory role as outlined in the Line Fences Act; and

That Council direct staff to implement Line Fence Recovery Fees as outlined in this Report; and

That Council approve remuneration to Livestock Valuers in the amount of \$50.00 per application plus mileage; and

That Staff be directed to bring forward a resolution at a future meeting to appoint one additional Livestock Valuer.

### BACKGROUND

At its meeting of December 21, 2022, Council requested that staff look into combining Fence-viewers with Livestock Valuers to form one Committee in an effort to utilize the same members, therefore having a total of 1 committee with all 3 members serving the purpose of fence-viewing and livestock valuating, rather than 5 members and 2 committees. Council also requested more information on whether or not there was mandatory training for either of the Committees.

The purpose of this Report is to provide Council with the additional requested information.

### COMMENTS AND CONSIDERATIONS

In order for Council to determine the best approach to these two committees, it is necessary to provide some context in an effort to distinguish between the two different mandated requirements.

#### Fence-viewers

The *Line Fences Act* is provincial legislation that provides for a dispute resolution procedure between owners of adjoining properties in Ontario where there is a line fence

dispute. The arbitration procedure only applies in the following situations where the owners are unable to reach an agreement:

1. Where no fence currently exists at the boundary between the two properties, and one owner wants a new fence to be constructed to mark the boundary.
2. Where a line fence already exists, and one owner believes that it needs to be reconstructed or repaired.

The *Line Fences Act* states that municipalities “shall appoint a minimum of three members to its Line Fence Committee”, as it is required that a minimum of three Fence-viewers attend to each fence viewing within 30 days of receipt of an application. Upon viewing, Fence-viewers are only authorized to address one or both of the following issues:

- The apportionment of responsibility for the fencing work between the two adjoining owners.
- The description of the fence that is to be constructed or reconstructed on the boundary line, including the materials to be used.

After the viewing, Fence-viewers issue an award and allocate the costs of the proceeding between the two owners.

In accordance with guidelines provided by the Ontario Ministry of Agriculture, Food and Rural Affairs (“OMAFRA”), rural municipalities generally tend to appoint individuals with farm background, however the legislation does not specify who can serve as a Fence-viewer; in fact, it is not a requirement for persons appointed to be a resident of the subject municipality. As stated in the guidelines, some municipal councils have appointed a roster of Fence-viewers composed partly or even entirely of municipal staff members as opposed to appointing members of the public to this Committee. (Refer to Attachment No. 1 to review Parts 3 and 4 of OMAFRA’s Guide to Line Fences Act).

If municipalities receive very few requests for fence-viewing, they could consider appointing:

- Fence-viewers from a neighbouring municipality to serve their municipality, should it be required; or
- Members of staff from Municipal Law Enforcement, Building and Planning and Development Departments.

If a municipality has not had an application for a viewing for many years, its council could wait until an application is received before appointing Fence-viewers. (Essa’s last fence-viewing was in 2016).

There is no legislated requirement for training to be provided, however OMAFRA provides a detailed guide which is intended to assist persons appointed as Fence-viewers.

### Livestock Valuers

The Ontario Wildlife Damage Compensation Program is a provincial program that provides compensation to eligible applicants whose livestock and/or poultry have been injured or killed as a result of wildlife, or whose bee colonies, beehives and/or beehive related equipment has been damaged as a result of wildlife. Legislation that oversees this program is called the *Protection of Livestock and Poultry from Dogs Act*, formerly known as *Livestock, Poultry and Honey Bee Protection Act*. In accordance with the legislation, “the council of every local municipality shall appoint one or more persons as valuers of livestock and poultry for the purposes of the Act”. The role of the municipality



in the Ontario Wildlife Damage Compensation Program is intermediary, whereby it is responsible for administering the Program. (Refer to Attachment No. 2 to review the OWDCP Information for Municipalities)

The responsibility of persons appointed as Livestock Valuers is to:

- Investigate claims involving loss/injury of livestock and/or bee colonies, beehives and/or bee-related equipment
- Determine the type of predator responsible for the loss/injury
- Complete and submit a detailed written report and subsequent findings, including compensation amounts.

Given the nature of investigations and reporting, it is imperative that the persons appointed have knowledge of:

- Investigation procedures (ie: determine if the death was caused by eligible wildlife; provide a description of the events and the attack site; identify the predator species; provide evidence of predation of livestock/poultry; provide photographic evidence; determine that reasonable efforts were taken to prevent the injury or death of the livestock/poultry; etc.)
- Premiums of the injured or predated livestock/poultry (ie: pregnant, registered, poultry breeding stock)

The legislation does not require that the appointed Livestock Valuer be a resident of the municipality. As such, a municipality can appoint persons who do not reside within its boundaries.

Where an incident of injury or death has occurred to livestock, the owner of the livestock is required to inform the municipality within 48 hours of discovery if predation is believed to be the cause of the injury or death and sufficient evidence exists. Upon notification of injury or death of livestock or poultry, Livestock Valuers are required to make a full investigation within ten days of receiving notification of the incident. The Valuer is required to file a written Report on the prescribed application (refer to Attachment No. 3 for a sample of the Report) with the Clerk of the municipality, including supplementary documentation (pictures, evidence to support a premium) to support the application. Once filed with the municipality, the application and all supporting documents are forwarded to OMAFRA for compensation reimbursement. (Refer to Attachment No. 4 for Flow Chart).

There is no legislated requirement for training, however OMAFRA has provided the following documents to assist those persons appointed as Livestock Valuers:

- Ontario Wildlife Damage Compensation Program (OWDCP) Investigator Training (2019)
- Livestock Valuer Investigator Tip Sheet
- Chart depicting characteristics of attack and feeding behaviours of livestock predators

The following is a summary of applications that were submitted to OMAFRA on behalf of applicants / valuers over the past three years, which were the result of injury and/or death of livestock and/or poultry:

35

• 2020 – 4

• 2021 – 1

• 2022 - 1

## Summary

Given that the nature and responsibilities of Fence-viewers are nowhere comparable to that of a Livestock Valuer, it is recommended that Council keep these two committees separate. Combining these two committees into one may result in lack of participation on behalf of applicants. However, if an applicant is desirous of being appointed as both a Fence-viewer and a Livestock Valuer, Council could consider appointing that person as both.

As a result of the infrequency of line fence disputes (the last line fence dispute was in 2016), it is suggested that Council consider appointing members of the Building Department, Municipal Law Enforcement Officer(s), and the Planning and Development Department to fulfill the obligatory Line Fence Committee role for the municipality.

In respect of the requirement to appoint a Livestock Valuer, it is suggested that Council appoint two or three persons that have knowledge of the Ontario Wildlife Damage Compensation Program that can fulfill the requirements listed previously in the Report.

## **FINANCIAL IMPACT**

### Fence-viewers

Each Fence-viewer is currently paid \$50.00 by the municipality per application approved under the *Line Fences Act*, regardless of the frequency of site visits conducted and/or time spent resolving the dispute. The municipality does not currently have any tool in place to recover direct costs to resolve a complaint, although Fence Permit Revenue could be applied as deemed necessary. (\*\*If Staff is appointed, then Fence-viewers would not be paid.)

The *Line Fences Act* allows for municipalities to recover costs associated with dispute resolution as part of the award/decision, where it has been determined that the *Line Fences Act* applies. As is similar in other municipalities, it is suggested that Council consider implementing Line Fence Recovery Fees as follows:

- Line Fence Dispute Application Fee - \$200.00

### Livestock Valuers

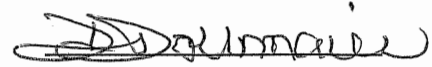
Effective February 1, 2022, OMAFRA increased its payment to municipalities for administration of the Ontario Wildlife Damage Compensation Program from \$30.00 to \$50.00 per application. This compensates the municipality for the intermediary role that they fulfill in respect of administration of the OWDCP Program.

In respect of remuneration paid to Livestock Valuers, Essa currently pays \$50.00 to each Valuer per application regardless of the number of visits to the subject site or the time spent investigating the claim.

36  
Staff has conducted research surrounding remuneration paid by other municipalities to Livestock Valuers and has found that municipalities tend to pay \$40.00 to \$65.00 per application, however most municipalities also pay for mileage.

As is similar in other municipalities, it is suggested that Council consider paying mileage to Livestock Valuers appointed by the municipality.

Manager of Finance:



## OPTIONS

Council may:

1. Take no further action, thereby receiving the Report for information.
2. **Appoint Staff from the Building Department, Municipal Law Enforcement Officer(s), and Planning and Development Department to the Line Fences Committee, to fulfill the obligatory role as outlined in the Line Fences Act.**
3. Direct Staff to contact surrounding municipalities for the purpose of establishing a Joint Line Fences Committee.
4. Direct Staff to appoint members to the Line Fences Committee at a later date, after an application has been received.
5. Direct Staff to continue with recruitment for members to its Line Fences Committee.
6. **Direct Staff to implement Line Fence Recovery Fees as outlined in this Report.**
7. Direct Staff to implement Line Fence Recovery Fees as deemed appropriate by Council.
8. Direct Staff to contact surrounding municipalities for the purpose of establishing Joint Livestock Valuers.
9. **Approve remuneration to Livestock Valuers in the amount of \$50.00 per application plus mileage.**
10. **Direct Staff to provide Council with a motion at a future meeting to appoint members as Livestock Valuers, to fulfill the obligatory requirements under the Protection of Livestock and Poultry from Dogs Act.**
11. Direct Staff to pay Livestock Valuers as Council deems appropriate.
12. Direct staff in another manner.

## CONCLUSION

Option Nos. 2, 6, 9 and 10 are recommended.

Respectfully submitted by:



Lisa Lehr  
Manager of Legislative Services

Reviewed by:

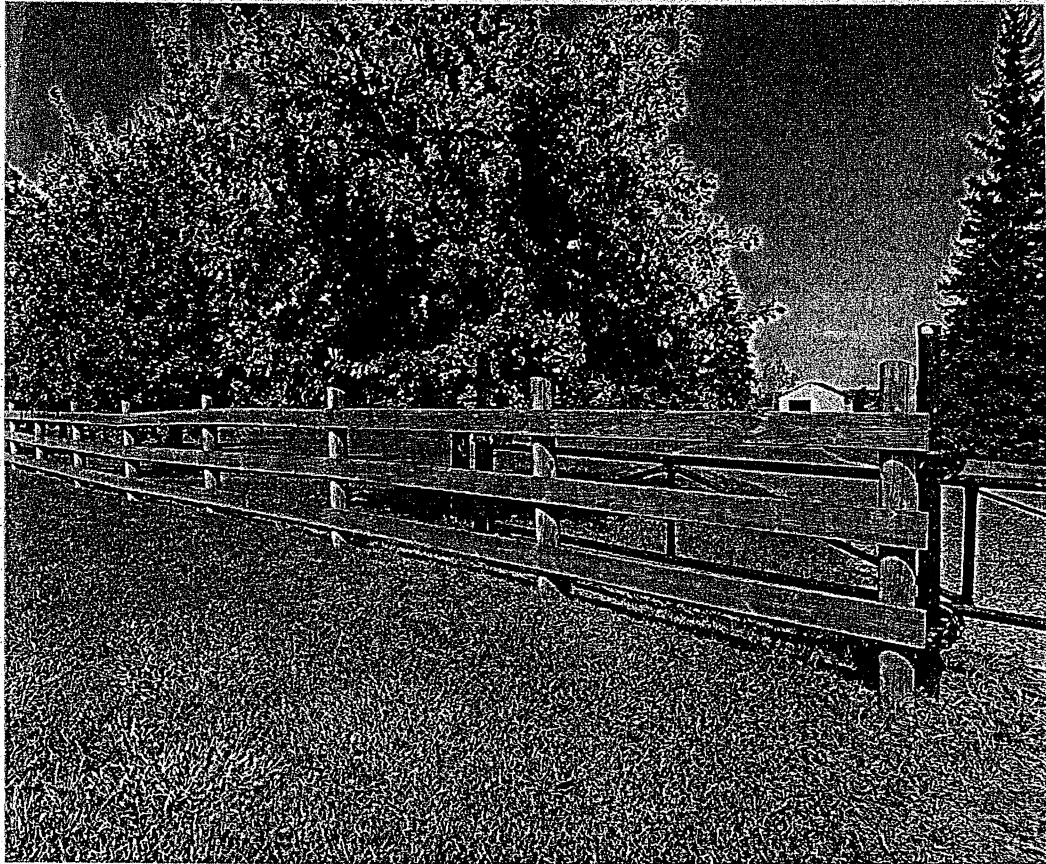


Colleen Healey-Dowdall  
CAO

Attachments:

1. Excerpts from OMAFRA's "A Guide to the Line Fences Act" – Parts 3 and 4 only
2. Ontario Wildlife Damage Compensation Program: Information for Municipalities
3. Copy of Valuer Form/Report as previously submitted to OMAFRA – Sample Report only (applicant information redacted)
4. Ontario Wildlife Damage Compensation Program Flow Chart

## A Guide To The *Line Fences Act*



\*Complete Guide Available by Contacting Clerk's Office

### Note to Users

This publication is not intended as a substitute for the legislation. Reference should be made directly to the *Line Fences Act* and its regulations, where necessary. These can be found at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca).

This advisory Guide provides information to municipalities and fence-viewers and does not account for particular or local facts or circumstances. Accordingly, this Guide should not be relied upon as a substitute for legal or professional advice, and the user is responsible for how the Guide is used or applied.

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## Part Three

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### Conduct of a Viewing

Part Three provides information and practical suggestions to fence-viewers on conducting viewings. Some of the information in this part is also intended for municipal clerks.



## Part Three: Conduct of a Viewing

Part Three deals with:

- Postponing a viewing;
- Procedural issues at a viewing;
- Hearing evidence;
- Keeping a record;
- Preparing the award; and
- Sending out copies of the award.

This information is intended to provide practical suggestions based on issues and situations raised over the years. It is not intended as legal advice. Municipalities and fence-viewers should consult their own solicitor(s) if legal advice is needed.

In conducting a viewing, it is essential that the fence-viewers be open to the evidence they see and hear. They should not prejudge the outcome of the viewing or give the owners any indication their minds are already made up. It is also essential the fence-viewers be aware that the conduct of their viewing is subject to the provisions of the *Statutory Powers Procedure Act*. This statute establishes procedural rules that are relevant to a viewing (e.g., that each owner is entitled to be represented by counsel or an agent, to call and examine witnesses, and to conduct cross-examinations of the other owner's witnesses). This legislation can be found at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca).

### Postponing a Viewing

Viewings must be postponed and rescheduled under the following circumstances:

#### Weather or Ground Conditions

Subsection 5 (1) of the Act states the clerk can postpone a viewing if "weather conditions or ground conditions make it impracticable" for the fence-viewers to conduct a viewing. In this event, the clerk is required to:

- Notify the owners and fence-viewers immediately, preferably by telephone or e-mail;
- Set a new date for the viewing, no more than fifteen days after the original date; and
- Provide notice of the new date to the owners (Form 2) and fence-viewers (Form 3) in exactly the same manner as the previous notice.

#### Viewings Prohibited During the Winter

Subsection 5 (2) permits viewings to be banned during the winter months in areas where snow conditions make it impractical. A local council may pass a by-law stating that no viewing (or other proceeding) is to be held between the 1st day of November and the 31st day of March of the following year, or during a shorter period between those dates. This means that if one owner applies for a viewing just before or during the "prohibited period," the viewing has to be postponed until the expiry of the period.

#### Fewer than Three Fence-Viewers Attend

It is mandatory for three fence-viewers to attend a viewing. Should one of the fence-viewers cancel at the last minute, the fence viewers have no choice but to re-schedule the viewing and notify all parties. The clerk is then responsible for setting a new date and for providing notice to the owners and fence-viewers (Forms 2 and 3). Although the Act does not set a deadline in this case, the clerk should attempt to reschedule the viewing within fifteen days of the originally scheduled date.

**Three fence-viewers must be in attendance at a viewing.**

If a viewing has to be postponed because there are fewer than three fence-viewers in attendance, the municipality cannot charge the costs of the proceedings to the owners.

### Procedural Issues at a Viewing

The following are examples of situations that may occur and possible resolutions that may be useful to fence-viewers who might find themselves in similar situations.

#### Only One Owner is in Attendance

If one of the owners (usually the one who did not apply for the viewing) does not attend, there is no need for the fence-viewers to stop the proceedings. The notice sent to both owners (Form 2) states that the viewing may proceed in the absence of one owner. Owners might deny they have been notified, so it is important that the fence-viewers have copies of Form 2 with them at the viewing and evidence of how the notice was served.

In this situation, fence-viewers can knock on the door of the absent owner to advise them the viewing will be taking place, even though this is not required by the Act.

The only time the fence-viewers might consider adjourning the viewing is if they learn the absent owner has been away from home for some time and may not have received notice of the viewing.

#### One Owner Disputes the Boundary Line

As noted earlier, an owner who applies for a viewing is required to certify on Form 1 that the boundary line is not in dispute. If this is raised by an owner during the viewing, the fence-viewers have to make a judgment as to whether there is a legitimate boundary issue or whether the owner is simply trying to disrupt the viewing. The fence-viewers should ask the owner in question to provide some evidence, such as a survey, to back up his or her claim of a boundary dispute. In the absence of such evidence, they should proceed with the viewing.

If it appears there may be some basis to the claim, the fence-viewers have two options. The first is to proceed with the viewing and to put the onus on the dissatisfied owner to appeal the award on the basis of the boundary issue. This option has the advantage of moving the procedure forward.

The second option is to adjourn the viewing until the boundary issue can be sorted out and the viewing can be rescheduled.

#### Part or All of the Fence has been Constructed

The fence-viewers may find that one owner has already constructed the line fence as a pre-emptive action prior to the viewing. This can sometimes occur when the dispute is about the type of fence that is to be built. As noted earlier, fence-viewers have no jurisdiction to arbitrate in a situation where the work has been completed. In this case, the fence-viewers have no choice but to adjourn the viewing without making an award. This also applies if the fence-viewers find that one owner has already completed the repair or reconstruction of an existing line fence in its entirety.

If, however, the fence-viewers find that only part of the necessary work on a new line fence has been completed, they have to decide whether they can proceed. As noted earlier, if the dispute is about the type of fence and one owner has done sufficient work to predetermine the type of fence to be built, it would be reasonable to adjourn the viewing. If the amount of work done is minor, it would seem reasonable to proceed.

#### The Owners Do Not Want an Award

Sometimes fence-viewers arrive for a viewing only to be advised by the two owners that they do not want the viewing to proceed. This can occur when the owners have, for example, agreed:

- On the division of responsibility for the fence;
- They no longer want a line fence; or
- They have a boundary dispute that needs to be resolved.

In these situations, the fence-viewers have no option other than to adjourn the viewing. Subsection 14 (1) requires them to use Form 13 to explain why they cannot make an award, and to allocate the costs of the proceedings to the two owners.

#### Hearing Evidence at a Viewing

The ideal situation is one in which both owners attend the viewing, present their evidence in a reasonable and concise manner, and treat everyone with respect. The reality can be very different if the two owners are not on good terms. The following are some practical suggestions to help minimize problems. As noted earlier, fence-viewers should remember that the provisions of the *Statutory Powers Procedure Act* are applicable to the hearing of evidence by fence-viewers.

#### Hear the Owners Together

Ideally, each owner should have an opportunity to present his or her evidence with the other owner present to hear the evidence and respond to it. The fence-viewers should give both owners the opportunity to present their respective positions, even if some of the information presented is repetitive. The fence-viewers should also avoid participating in any debate or disagreement with either owner about the information being presented, nor should they give any indication they have already made up their minds on the issues being arbitrated.

#### If Only One Owner is Present

Often one owner does not attend the viewing. In this situation, the fence-viewers should hear the evidence presented by the owner who is in attendance. If the other owner has not made an appearance, the fence-viewers can terminate the viewing and proceed to consider their award.

Many fence-viewers, however, attempt to provide an opportunity for the absent owner to participate. They will check if the owner is at home and listen to any evidence the owner is prepared to provide. In this case, fence-viewers should ensure that both owners are treated equally. For example, once they have heard the evidence of the second owner, they should not return for another discussion with the first owner or accept any hospitality before leaving.

#### Hearing Evidence from Witnesses

Both owners are entitled to call witnesses to provide evidence. This can be very helpful at a viewing, especially if the adjoining owners are new to the area and their witnesses are long-time residents. The evidence of such witnesses can help to clarify the history of a fence, including which owner was responsible for which portion in the past. Either owner can call witnesses to present evidence and can examine the other owners (if they give evidence) and their witnesses. As a result, the material that is provided by the clerk to the fence-viewers should include the wording necessary to administer an oath since all witnesses should be sworn in.

#### Other Practical Matters

Fence-viewers should consider their own safety when conducting a viewing. For this reason, they should conduct their fence-viewings on the side of the fence line of the owner who applied for the viewing, unless the other owner invites them onto his/her property.

There have been instances of violent or unruly behaviour at fence-viewings. If this is a possibility, the fence-viewers can consider having a police officer accompany them.

Fence-viewers should also exercise patience in listening to the evidence of the owners and their witnesses. In some cases, evidence may become lengthy and repetitive. Any attempt by the fence viewers to bring matters to a close can lead to accusations of an unfair process by one or both owners. Fence-viewers should, therefore, permit both owners and their witnesses to tell their stories, even if this results in a longer viewing.

#### Keeping a Record

Although it is not absolutely essential for the fence-viewers to prepare formal notes on each viewing, it is a recommended practice for which the clerk might wish to provide forms. Such notes can be helpful to the fence-viewers in preparing the award or for providing evidence at an appeal hearing. It is therefore desirable that they prepare a brief written record of each viewing and not rely on memory. This is to avoid different recollections from fence-viewers about the reasons for their award at an appeal hearing.

The notes should include the names of the owners who attended the viewing and any witnesses. The major concerns of both owners should be recorded, along with any special factors raised, such as the history of the disputed fence. Any unique circumstances should be recorded, such as the nature of the terrain, the particular needs of the owners, and the nature of other fences in the locality. The reasons for the award should also be recorded, especially if the fence-viewers have varied from the fifty/fifty rule in dividing responsibility for the fence between both owners. This is particularly important in the event of an appeal, because fence-viewers are not required to provide reasons for their award in Form 4.

#### Preparing the Award

The fence-viewers do not need to rush their decision, especially if the situation is a complex one. In particular, they should avoid giving any verbal indication to the owners at the viewing as to what their decision might be. They should advise the owners that they will receive a decision in due course.

The fence viewers can subsequently meet at the municipal office or another convenient location to discuss their decision and to complete Form 4. The decision on the issues being arbitrated is the exclusive responsibility of the fence-viewers.

Ideally, the decision should be unanimous, with the award signed by all three fence-viewers in attendance. If an unanimous decision is not possible, subsection 8 (1) provides for an award to be signed by only two of the three fence-viewers who attended the viewing. If this occurs, it is particularly important for the fence-viewers to prepare notes on the reasons for their lack of unanimity in making the award.

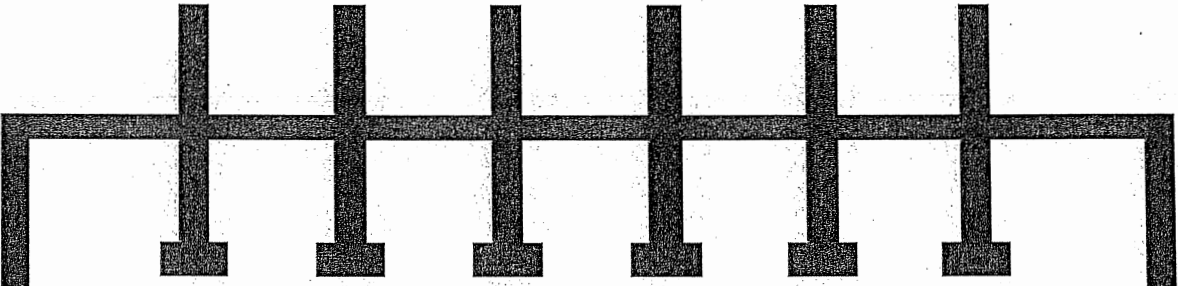
#### Sending Out Copies of the Award

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Once the award has been completed and signed by at least two of the fence-viewers, subsection 9 (1) requires them to take it to the clerk's office. The clerk is then responsible for sending certified copies of the award to the two owners and any occupants of the two properties by registered mail. Subsection 9 (3) says that copies of the award are deemed to have been received seven days after they are mailed. This provision is important in terms of the appeals procedure, explained in Part Five.

## Registration of an Award

An award may be registered by an owner in the local land registry office, in which case it becomes a charge on the land. An agreement in writing in Form 14 may also be registered by an owner, with the same effect.



### **In Summary: Conduct of a Viewing**

When conducting a viewing, the fence-viewers should:

- Be open to the evidence seen and heard at the viewing.
- Give both owners and their witnesses a full opportunity to present their evidence, even if the information presented is lengthy and repetitive.
- Treat both owners in exactly the same manner.
- If an unusual situation occurs during a viewing, do not hesitate to take a brief break to discuss it among yourselves or by phone with the clerk.
- If fewer than three of you attend or you find, for whatever reason, that you cannot make an award, adjourn the viewing immediately.
- Do not give a verbal decision at the end of the viewing. Wait until you have had an opportunity to prepare your award.
- Make some notes on key elements of the viewing, including the reasons for your award.
- Once you have prepared your award and at least two of you have signed it, deposit it with the clerk, who is responsible for sending certified copies to the owners and occupants of the two.

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## Part Four

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### The Fence-Viewers Award

Part Four focuses on the award of the fence-viewers (which is made via Form 4 after completion of the viewing) and raises a number of issues that the fence-viewers should consider in making their decision.



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Part Four focuses on the award of the fence-viewers (which is made via Form 4 after completion of the viewing) and raises a number of issues that the fence-viewers should consider in making their decision.

The award is required to provide direction to the two owners on the:

- Matters to be considered;
- Location of the fence;
- Description of the fence;
- Division of responsibility;
- Start and completion dates; and
- Allocation of the costs of the proceedings.

### Matters to be Considered

Subsections 8 (2) and 8 (3) require the fence-viewers to take the following matters into account when making their decision:

**The needs and wishes of both owners:** These can include the need for measures to contain various types of agricultural animals, children or dogs, or to provide privacy, sunlight or ventilation to a property.

**The nature of the terrain:** It may be more difficult to construct a fence on one portion of a boundary line because of rock outcroppings.

**The benefit to both owners of having a line fence:** Owners can forget the benefits of a line fence when they are in a fencing dispute. Reminding both owners of the benefits of a fence such as, provision of boundaries, privacy, sunlight or ventilation to a property, enclosure of animals and children, aesthetics, etc. can be noted in the decision.

**The nature of other fences in the locality:** This can be particularly relevant in residential areas, where one owner is requesting a fence that is completely out of character with other existing fences.

**The fencing by-laws in force in the municipality:** The award has to conform with any by-laws restricting the height of fences or the use of materials such as barbed wire, and any requirements for fences around swimming pools, dangerous locations, or other kinds of land use.

**Other factors that they consider relevant:** This can be any matter raised by one of the owners or by the fence-viewers.

### Location of the Fence

If there is no line fence, the fence-viewers are required to specify in their award that the fence is to be located "upon the line between the lands of the adjoining owners," as taken from the description of the lands provided in Form 1. If there is an existing fence in need of repair or reconstruction, this issue may not be as clear-cut. Many fences, especially in rural areas, are not located precisely on the boundary line. But if the two owners are content with the location, the fence-viewers should specify that the fence is to remain in its current location. Problems can arise, as discussed in Part Three, when one owner expresses concern about the location of the fence, claiming that it is not on the proper boundary line.

Subsection 8 (4) permits the fence-viewers to specify in their award that a fence is to be located on the land of one of the owners where, because of the "formation of the ground by reason of streams or other causes," it is not practical to locate it on the boundary line. The legislation specifies that "such location shall not in any way affect the title to the land." In this situation, subsections 8 (5) and 8 (6) authorize the fence-viewers to employ a surveyor to describe the location of the fence for their award, and the surveyor's fees become part of the costs of the proceedings. This is the only case in which the fence-viewers are authorized to obtain the services of a surveyor. In all other cases, they are required to use the description of the lands provided in Form 1, when specifying the location of the fence in their award.

### Description of the Fence

The fence-viewers are required to provide a description of the fence in their award. This can be as contentious as the division of the costs of the fence, so it should be given careful consideration.

The fence-viewers should make their description of the fence as detailed and specific as possible in order to minimize future misunderstandings and conflict. This is particularly important if both owners are being made responsible for a portion of the fence. The lack of detailed provisions in an award can result in ongoing conflict between the two owners. The following provisions are intended as examples only:

**Length:** If a fence is to be constructed only on certain portions of the boundary line (e.g., in the rear yards of two urban properties), and not on other portions (e.g., through swampy areas or woodlands in rural areas), the exact location (i.e., the precise starting and stopping points of the fence) should be described in the award.

**Height:** This is frequently a source of conflict between owners, especially where one owner wants a much higher fence than the other. The total maximum height, including any decorative materials or barbed wire at the top, should be specified in the award.

**Materials:** If the fence-viewers want to ensure that only new materials are used in the fence, this should be specified in the award.

**Posts:** Matters such as the distance between posts and measures to ensure stability at the end of fences, should be specified in the award.

**Special Requirements:** If the owners are concerned about who gets the "good side" of a fence, this should be dealt with in the award in a manner that is fair and equitable to both of them.

**Painting or Staining the Fence:** If the colour of the paint or stain is an issue between the owners, this should be dealt with in the award.

### Division of Responsibility

The fence-viewers are required to determine how the responsibility for constructing, reconstructing or repairing a line fence is to be divided between the two owners. This includes responsibility for the future maintenance of the fence. Traditionally, this has been the most contentious issue for fence-viewers to deal with, as adjoining owners often disagree on this issue.

**No Benefit:** One owner may claim that he/she does not want or need a fence and that, if one is to be built, the adjoining owner should be made entirely responsible for it. This difference of opinion normally arises when one owner in a rural area has livestock and the adjoining owner does not, or when one owner in an urban area has children or large dogs and the adjoining owner does not.

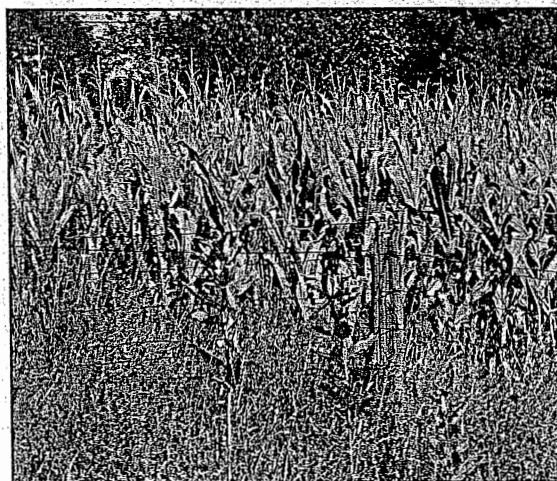
**Cannot Afford:** One owner may claim he or she cannot afford to share responsibility for a fence and if the adjoining owner is determined to build one, he/she should be entirely responsible for it. This argument is sometimes put forward by owners who have just incurred major expenses moving to a new house or by owners who have limited financial resources. When faced with such a claim, it is difficult for fence-viewers to determine whether it is valid, or whether it is being put forward in an effort to avoid sharing the responsibility.

### Ways to Determine Division of Responsibility

#### Fifty/Fifty Rule

The general rule for fence-viewers when making their decision is to make both owners responsible for half of the line fence between their properties. This rule has been in effect since 1979 when the *Line Fences Act* was amended to make it more "user friendly." Under what is often described as the "right-hand rule," the two adjoining owners would face one another at the centre of their common boundary line, and each would then agree to assume responsibility for the portion of the fence to the person's right.

In implementing the fifty/fifty rule, the fence-viewers have two options:



**Option 1:** The first is to make each owner responsible for a "designated one-half of the fence", which is then described in the award. This approach is most appropriate where both owners are able to work on their own.

**Option 2:** The second option is to make the owner who applied for the viewing (Owner A) responsible for the entire line fence, and to make the other owner (Owner B) responsible for reimbursing Owner A for half of the cost of the work, including half of future maintenance costs. The option is most appropriate where Owner A wants the fencing work to be completed as soon as possible. If Owner A has the skills necessary to do the fencing work, the fence-viewers can make Owner A responsible for doing it. If, however, neither Owner A nor Owner B has these skills, the fence-viewers can require the work to be undertaken by a contractor. A common practice, in such cases, is for the fence-viewers to require the owner who wants the work completed (i.e. Owner A) to obtain three bids, choose the lowest bid and divide it equally between the two owners.

If one of the adjoining properties is provincially-owned, subsection 24 (3) states that the fence-viewers cannot make the Province responsible for more than 50 per cent of the cost of the work in their award.

Varying from the Fifty/Fifty Rule:

Subsection 8 (1) authorizes fence-viewers to make an exception to the fifty/fifty rule if, "in the circumstances of the case," they believe an equal division of responsibility would be "unjust". In that event, they can divide responsibility for a line fence between the two owners in whatever manner the fence-viewers consider appropriate.

This is a complex issue because adjoining owners often have very different ideas about what is "just" when they have to underwrite the cost. The following are some examples of hypothetical situations in which fence-viewers might be justified in making an exception to the fifty/fifty rule.

**One Owner Needs or Wants a More Elaborate Fence:** This situation can arise in both rural and urban areas. A farmer may need a fence that is stronger than the standard page wire fences surrounding other farms in the locality to contain the type of farm animals that are being raised. An urban resident may need a fence that is considerably taller than the simple fences surrounding other properties in the locality to contain a pair of very large dogs. If fence-viewers are required to arbitrate in such cases, their award should specify the more elaborate fence be constructed. In such situations, the practice of many fence-viewers is to make both owners responsible for half of the cost of the simpler type of fence that would normally be constructed in that locality. They then vary from the fifty/fifty rule by making the owner who needs the more elaborate fence responsible for all of the additional costs incurred in constructing it.

**One Owner has Not Completed Work on Half of a Common Line Fence:** Fence-viewers are sometimes called out to deal with a situation where, for many years, two adjoining owners (A and B) have each accepted responsibility for a designated half of their common line fence. The fence now needs to be repaired or reconstructed, but only Owner A has done the necessary work to his or her half and Owner B has done nothing to the other half. As a result, Owner A has applied to the municipality for a viewing. In this case, the fence-viewers are dealing with only half of the line fence, as they have no jurisdiction to deal with the half that has already been reconstructed. In such a situation, it would be appropriate for the fence-viewers to vary from the fifty/fifty rule by making Owner B responsible for the entire half of the fence that needs to be reconstructed. The result of such an award is that both Owner A and Owner B would be made responsible for half of the total line fence between their properties.

**One Owner Wants to Replace an Adequate Line Fence:** This is a variant of the first example and reflects the fact that the use of lands is not static. A farmer who plans to convert to a different type of livestock operation needs a specialized type of fencing and therefore wants to replace the existing line fence. Similarly, an urban resident who plans to install a back yard swimming pool needs a fence that complies with the municipality's by-law requirements and therefore also wants to replace the existing line fence. The adjoining owners in both situations have refused to share the cost of replacing the existing fences because they are suitable to their needs and are in good repair. As a result, the owners who need new fences have each applied to the municipality for a viewing. In this situation, it would be appropriate for fence-viewers to vary from the fifty/fifty rule by making an owner who wants to replace an adequate existing fence responsible for most or even all of the costs.

**One Owner is Being a Nuisance:** Owners who are not on good terms with an adjoining owner will occasionally use the Act to cause a nuisance for other owners. In one case, an owner asked the fence-viewers to require a fence to be constructed on a property boundary that ran through a private woodlot, where neither owner wanted a line fence. In another case, an owner asked the fence-viewers to require a fence be constructed on a property boundary, despite the fact that the adjoining owner had recently constructed a fence just inside the boundary line.

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In such cases, it is appropriate for fence-viewers to vary from the fifty/fifty rule by specifying that, if the owner who is being a nuisance insists on such a fence, that owner will pay for most of it. Although the Act does not authorize fence-viewers to refuse to require a fence, this type of award will often cause the owner who is being difficult to cease his/her action.

**One Owner Receives More Benefit:** As noted earlier, this is a very difficult issue for fence-viewers to deal with since adjoining owners often disagree about which one of them receives more benefit from a line fence. Their positions are usually based on property use. If fence-viewers are convinced one owner does indeed receive more benefit than the other from having the boundary marked by a fence, the fence-viewers would be justified in varying from the fifty/fifty rule by making that owner responsible for more than half of the cost.

Before making such a decision, however, fence-viewers should recognize that both owners receive benefit from having their boundary marked by a line fence, regardless of current land uses. Fence-viewers also need to consider that a new line fence will last for a number of years. This means they should be careful about basing their award solely on current land uses and ownership, since these can change many times over the lifetime of the fence.

In this context, fence-viewers may wish to note the Ontario Federation of Agriculture's (OFA) policy, adopted by Board resolution in February 1984, that states: "The OFA believes that both property owners should be awarded a part of the cost of building and maintaining their line fence, regardless of one owner's perceived need for it, but the allocation of cost should be no greater than two-thirds, one-third."

### **Starting and Completion Dates**

The Act requires the fence-viewers' award to specify the starting and completion dates of the work. The starting date can be a helpful reminder if the owners are doing the work themselves, instead of hiring a contractor.

It is absolutely essential that the fence-viewers specify the completion date in the award if both owners are being made responsible for doing a portion of the work. If the fence-viewers neglect to do so, the award cannot be enforced in the event that one of the two owners fails to do the work required. In such a situation, an award without a completion date is of no value.

### **Allocation of Costs to the Proceedings**

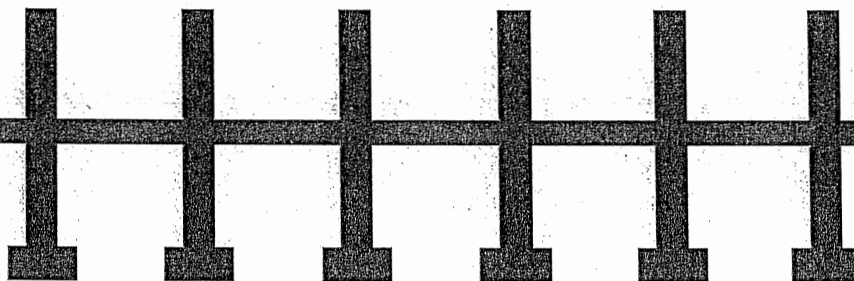
Clause 8 (1) (e) requires the fence-viewers' award to specify the costs of arranging and conducting the viewing and how these costs will be divided between the two owners. These costs include:

- The remuneration and expenses paid to the fence-viewers;
- The administrative fees of the municipality, if the council has passed a by-law to establish such fees under subsection 17 (1); and
- The surveyor fees (only applicable where the fence-viewers have hired a surveyor under subsection 8 (5) to provide a legal description of a fence that is to be located other than on the boundary line).

If an award makes both owners responsible for half of the fence, it may be appropriate for the costs of the proceedings to be divided equally between the two owners.

However, this is a matter for the fence-viewers to decide based on the circumstances of the case.

If, for example, one owner has refused to co-operate, complicating the process, the fence-viewers could decide to make that owner responsible for a larger portion of the costs of the proceedings or even the total costs. Whatever the fence viewers' decision, it is important that all costs be paid by the two owners involved, and not by the taxpayers of the municipality.



### **In Summary: The Fence-Viewers' Award**

In making their award, the fence-viewers should:

- Consider all of the relevant factors and circumstances of the case;
- Complete the award (Form 4) in its entirety and ensure that it is signed by at least two of them;
- Provide a detailed description of the fence;
- Not be wedded automatically to the fifty/fifty rule in every case;
- Be cautious about varying too much from the fifty/fifty rule except where it is genuinely warranted by the particular circumstances;
- Specify the date by which the work is to be started and completed; and
- Allocate the costs of the proceedings to the two owners.

Attachment #2



# Ontario Wildlife Damage Compensation Program: information for municipalities

Learn about municipal responsibilities to respond to wildlife predation calls, review and submit program applications.

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## Overview

The Ontario Wildlife Damage Compensation Program (OWDCP) provides financial assistance to eligible livestock and poultry owners whose:

- livestock or poultry was killed or injured as a result of eligible wildlife predation (wildlife attack)
- bee colonies, beehives or bee-hive related equipment was damaged by eligible wildlife

This page provides a summary to help municipalities understand their responsibilities under the OWDCP. Read the details in the Ontario Wildlife Damage Compensation Program guidelines (<https://www.ontario.ca/page/ontario-wildlife-damage-compensation-program-guidelines>).

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## Municipal responsibilities

- Select and appoint municipal investigators who are qualified to investigate predation claims.
- Assign a municipal investigator immediately after an owner reports a livestock or poultry attack.
- Make current application forms available to all investigators.

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- Ensure the application is complete and collect any missing information or documents before submission.
- Review and submit completed applications and any additional evidence to OMAFRA.  
\*\*\*\*\*
- Collect and submit application information or evidence that we request within the prescribed timelines.
- Pay an owner's approved application once the municipality receives a Municipality Report by email identifying the compensation value the Ministry assigns. Provide a Statement of Farm Support Payments (AGR-1) to owners who receive compensation.
- Pay and reimburse municipal investigators.

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## Review a program application

Ensure the municipal investigator and owner completed all steps and relevant sections of the application in enough detail, including:

- the municipal investigator and owner signed the application
- they provided required supporting documentation. For example, three to six photos of each animal or evidence to support a premium
- if an owner has indicated that they wish to provide additional evidence (such as their own photos or evidence to support a premium), and does so within seven business days of the investigation, the evidence should be marked as additional evidence and submitted along with the application
- complete step 9 and sign the application form

Please collect any missing information from the investigator or livestock owner before you submit the application to us.

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## Submit a program application

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- Submit application and additional documents in one email.
- If files are too large to send in one email, the maximum file size is 10 MB per email attachment. Additional emails may be sent if they reference the original submission.

Submit all applications and additional documents to [wildlife.damage@ontario.ca](mailto:wildlife.damage@ontario.ca) (mailto:wildlife.damage@ontario.ca) .

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## Contact us

For more information on the Ontario Wildlife Damage Compensation Program contact us at:

Telephone: 1-877-424-1300

Email: [wildlife.damage@ontario.ca](mailto:wildlife.damage@ontario.ca) (mailto:wildlife.damage@ontario.ca)

## Related

Program guidelines (<https://www.ontario.ca/page/ontario-wildlife-damage-compensation-program-guidelines>)

Information for municipal investigators (<https://www.ontario.ca/page/ontario-wildlife-damage-compensation-program-information-municipal-investigators>)

Information for livestock and poultry owners (<https://www.ontario.ca/page/ontario-wildlife-damage-compensation-program-information-livestock-and-poultry-owners>)

Livestock and poultry application form  
(<http://www.omafra.gov.on.ca/english/livestock/predation/owdcp-app.pdf>)

Additional animal form (<http://www.omafra.gov.on.ca/english/livestock/predation/owdcp-app-add.pdf>)

Reasonable care plan  
([http://www.omafra.gov.on.ca/english/livestock/predation/reasonable\\_care.pdf](http://www.omafra.gov.on.ca/english/livestock/predation/reasonable_care.pdf))

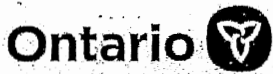
Information for beekeepers (<https://www.ontario.ca/page/ontario-wildlife-damage-compensation-program-information-beekeepers>)

Beekeeper application (<https://forms.mgcs.gov.on.ca/en/dataset/003-0302>)

Information for bee investigators (<https://www.ontario.ca/page/ontario-wildlife-damage-compensation-program-information-bee-investigators>)

Program fair market value valuation table (<https://data.ontario.ca/dataset/the-ontario-wildlife-damage-compensation-program-fair-market-value-valuation-table>)

Resources to prevent wildlife attacks (<https://www.ontario.ca/page/wildlife-damage-livestock-and-poultry>)

**SAMPLE REPORT****Instructions**

1. Before completing this document, review the program guidelines that were supplied by the ministry.
2. This form reports damages to livestock/poultry from eligible wildlife.
3. This report should be submitted to OMAFRA within 7 business days of initial investigation.
4. Required fields are marked with an asterisk (\*). Incomplete applications may lead to delays in processing, or be deemed ineligible for processing.

**Step 1 – Owner Identification & Basic Eligibility Requirements****Owner (Applicant) Information**

Business / Farm Business Name \*

Owner Legal Last Name \*

Owner Legal First Name \*

**Owner Business Address**

Unit No.

Street No.

Rural Route

PO Box

Street Name \*

City/Town \*

Telephone \*

Email

Province \*

Postal Code \*

**Eligibility Requirements**Canada Revenue Agency Number (CRA) <sup>1</sup>


OR

☐ I confirm the applicant does not have a CRA Number.
Farm Business Registration Number (FBRN) <sup>2</sup>


OR

☐ I confirm the applicant does not have a FBRN.
Premises Identification Number (PID) <sup>3</sup>


OR

☐ I confirm the applicant does not have a PID.

**Note:** For more information about CRA, FBRN and PID and potential exemptions, see top of page 2.

**Eligibility Exemptions and Alternatives**

1. **CRA:** In the absence of a CRA Number, the applicant will provide their Social Insurance Number to the Municipality and/or OMAFRA when requested. For more information go to: [www.canada.ca/en/services/taxes/business-number.html](http://www.canada.ca/en/services/taxes/business-number.html) or call: 1-800-959-5525.
2. **FBRN:** In the absence of a FBRN, the applicant must qualify for an exemption and will provide documented proof. For more information about FBRN: visit [www.farmbusreg.com](http://www.farmbusreg.com) or call Agricorp: 1-888-247-4999.
3. **PID:** To obtain a new PID or re-validate an existing PID visit: [www.ontariopid.com](http://www.ontariopid.com) or call Agricorp: 1-888-247-4999.

**Step 2 - Investigator Information**

Represented Municipality\*

ESSA TOWNSHIP

Last Name\*

PRICE

First Name\*

RHO

Telephone\*

Email\*

Mobile

**Step 3 - Description of Damages**

Injury or Kill Date (yyyy/mm/dd)\*

JULY 19, 2022

Indicate the type(s) of damage(s)\*



Death of livestock or poultry



Injury of livestock or poultry



Both death and injury of livestock or poultry

**Note:** If this application includes a claim for veterinary costs related to predation, provide proof of payment (i.e. veterinarian invoice/receipt referencing the livestock being claimed).

### Step 4 - Description of Livestock & Signs of Predation

#### Animal 1

# of Head  Species Type (One Per Sheet)  Live Weight  lbs Age of Animal  years  months  days

#### Sex

☒ Male (Castrated) ☐ Male (Uncastrated) ☒ Female ☐ Unknown

Declaration by the Investigator: \*Evidence of a carcass is required

☒ Sufficient Evidence Found ☐ Insufficient Evidence Found ☐ Natural Causes

Premium(s): \* Documents required to substantiate premium

☐ Not applicable ☐ Pregnant ☐ Registered ☐ Poultry breeding stock

Evidence Of Predation: \*Provide Photos To Support Your Descriptions.

Is there evidence that the animal was alive prior to the attack? (Newborns: no hoof membrane, ID tag, cleanliness, etc.) Explanation Required. ☒ Yes ☐ No

LIVE BIRDS 100 FEET FROM HOUSE PER OWNER

Are there signs of bleeding and/ or hemorrhaging present? (Pooling blood, blood trails, etc.) Explanation Required. ☒ Yes ☐ No

HEADS REMOVED BY PREDATOR

Are there signs of claw and/ or puncture wounds visible on the carcass? Explanation Required. ☒ Yes ☐ No

YES HEADS REMOVED & BLEED MARKS

Were there any other signs of predation? Explanation Required. ☒ Yes ☐ No

AS BIRDS FOUND INSIDE ENCLOSURE DEAD

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### Step 5 - Description of Predator & Site Evidence

A. Predator Species \* see program guidelines for eligible wildlife species list

- ☐ Coyote
 ☐ Wolf
 ☐ Bear
 ☐ Others, specify: WEASEL

B. Provide a description of the events and attack site. Include any other relevant information such as weather, conditions and/or behaviours exhibited by the herd or flock after the attack.

1 BIRD KILLED FIRST NIGHT  
8 REMAINING NEXT NIGHT

C. Provide a description of the evidence left by the predator. Describe how photos support evidence of predation.

SCRATCH MARKS ON GRASS

### Step 6 - Reasonable Care

#### A. Overview

Herd / Flock Size: 20

Overall Health Condition:
 ☒ Healthy, no concerns
 ☐ Diseased
 ☐ Sick
 ☐ Other (Explain)

Deadstock Disposal:
 ☐ Compost
 ☐ Incineration
 ☒ Burial
 ☐ Disposal vessel
 ☐ Off-site disposal (licensed disposal/collector)
 ☐ Other (Explain)

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### B. Predation Prevention

Inspection Frequency: ☒ Multiple times daily ☐ At least once daily ☐ A few times per week  
☐ Weekly ☐ Other (Explain)  

Fencing: ☒ Present ☐ Not Present

Condition: ☒ Very good ☐ Good ☐ Fair  
☐ Poor ☐ Very Poor

Describe fencing type: (e.g. electric fencing)

ELECTRIC GRID FENCE 4 FT HEIGHT.

Livestock Guardian Animal(s): ☐ Present ☒ Not Present

Describe type: (e.g. dog, donkey, llama)

- ☒ The owner has taken reasonable measures to prevent predation.  
☐ The owner has not taken reasonable measures to prevent predation.

Other Farm Management Practices and/or Additional Comments:

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### C. Reasonable Care Plan

Note: Upon submitting five applications in one calendar year (i.e. January 1st to December 31st), an Owner must complete and submit a Reasonable Care Plan form provided by OMAFRA in order to remain eligible for program compensation.

Once a plan has been submitted, the Owner may be required to demonstrate that the plan has been implemented. Failure to submit a Reasonable Care Plan, after one has been requested, or to demonstrate that a plan has been implemented may result in the Owner's subsequent application being deemed ineligible. For Reasonable Care Plan template:

[www.omafra.gov.on.ca/english/livestock/predation/reasonable\\_care.pdf](http://www.omafra.gov.on.ca/english/livestock/predation/reasonable_care.pdf)

### Step 7 – Municipal or Territorial Investigator Declaration and Signature

I hereby certify that the information I have provided in this application is true and accurate to the best of my knowledge and that a copy of the completed application has been provided to the owner. I also understand that submitting false or misleading information in this application form could result in the denial of the claim. I further understand that any payment the Municipality I work for receives from OMAFRA under the Ontario Wildlife Damage Compensation Program as a result of false or misleading information I have submitted, may have to be repaid by the municipality I work for to OMAFRA.

Investigator Name (print) \*

Signature \*

Date (yyyy/mm/dd) \*

RHODERICK PRICE

*Rhoderrick Price*

2022/07/20

Forward completed applications and all supporting documents to your local Municipal Clerk within seven (7) business days of the initial investigation. If the damage occurred in an unincorporated township (a territory without Municipal organization as defined in Section 2 of the Northern Services Board Act.), completed applications and all supporting documentation should be submitted to the Ontario Ministry of Agriculture, Food and Rural Affairs at: [wildlife.damage@ontario.ca](mailto:wildlife.damage@ontario.ca)

### Step 8 – Owner Declaration and Signature (To be completed by Owner)

The Undersigned Certifies That:

- I have read, understand and agree to abide by all requirements of the Ontario Wildlife Damage Compensation Program (OWDCP).
- I confirm that my farm business is in compliance with all the requirements of law.
- All information submitted in this application form is true and accurate, to the best of my knowledge, information and belief.
- I understand that submitting false or misleading information in this application form could result in the denial of this claim and any potential future claims that could be made by myself, myself on behalf of another person, or another person affiliated with myself in any type of business relationship in which this claim is being made may have under the OWDCP and/or a require that any compensation received under the OWDCP as a result of the submission of false or misleading information be repaid.

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**The Undersigned Further Certifies And Acknowledges And Agrees That:**

- The OWDCP is a discretionary, non-entitlement program in accordance with Order In Council 502/2016. Payment is subject to Ontario receiving all the necessary appropriations from the Ontario Legislature, Ontario receiving all the necessary monies from Canada, and the Owner's compliance with the terms and conditions of the OWDCP.
- If it is determined that the Owner has received a payment that the Owner was not eligible to receive, through an administrative error or otherwise, the Owner will be required to repay any and all monies that the Owner was not eligible to receive, as determined by Ontario.
- She / He will provide accurate, timely and full information, including supporting documentation, to Ontario, and will notify OMAFRA immediately in the event that there are any changes to the information provided.

**Additional Evidence**



I wish to apply. I have NO additional evidence and/or documentation to provide:

By checking this box, I as the Owner, wish to apply to the OWDCP and agree with the evidence gathered and reported by the Municipal or Territorial Investigator in this application. (I have no further information to provide)



I wish to apply. I have additional evidence and/or documentation to provide:

By checking this box, I as the Owner, wish to apply to the OWDCP, and provide additional evidence to support the application and, as reported by the Municipal or Territorial Investigator, will provide additional evidence (see program guidelines) to the Municipality/ Territorial Investigator within seven business days. I further understand that if I do not submit the additional evidence within seven business days, the Program Administrator will not consider it.

**Personal Information**

**NOTICE OF COLLECTION OF PERSONAL INFORMATION:**

Any personal information collected after the approval of the application form, such as the Social Insurance Number of an individual acting as a sole proprietor or as an unincorporated partner in a partnership, is necessary for income tax purposes because a payment is being made, as well as for the overall administration of the OWDCP. More specifically, the Social Insurance Number will also be used for auditing and the collection of any debts incurred under the Ontario Wildlife Damage Compensation Program. The Business Number is being collected pursuant to the Income Tax Act (Canada), as amended and the Order in Council that established the OWDCP.

Questions regarding the collection of this information may be directed to:

OWDCP Program Administrator

Ontario Ministry of Agriculture, Food and Rural Affairs, 1 Stone Road West, 4th Floor NW, Guelph,  
Ontario N1G 4Y2. Tel: 519-826-4047 or 1-877-424-1300 (toll free) Email: wildlife.damage@ontario.ca

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BY SIGNING BELOW, I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AS WELL AS BIND THE APPLICANT TO THE TERMS AND CONDITIONS OF OWDCP, AS SET OUT IN THE OWDCP PROGRAM GUIDELINES.

Owner Last Name (print) \*

Owner First Name (print) \*

Signature \*

Date (yyyy/mm/dd) \*

**Step 9 - Submitting this Program Application (To be completed by Municipal Official)**

Before submitting an application, the Municipality must ensure that:

- All sections of the application have been completed
- The application has been signed by both Municipal Investigator, Municipality and Owner
- All required supporting documentation, including photographs, are included
- The additional evidence/ documentation indicated in Step 8 was provided by the Owner within seven (7) business days of the investigation.

**Municipal Declaration and Signature**

I hereby certify that the information I have provided in this application form is true and accurate to the best of my knowledge. I understand that submitting false or misleading information in this application form could result in the denial of the claim. I further understand that any payment the Municipality that I work for receives from OMAFRA under the OWDCP, as a result of false or misleading information I have submitted may have to be repaid by the Municipality I work for to OMAFRA. Finally, I accept that a set administrative allowance per application will be provided by OMAFRA to assist with application processing costs.

Municipality \*

Unit No.

Street No.

Street Name

Rural Route

PO Box

City

Province

ON

Postal Code \*

Phone

Email

Municipal Official First Name (print) \*

Municipal Official Last Name (print) \*

Position

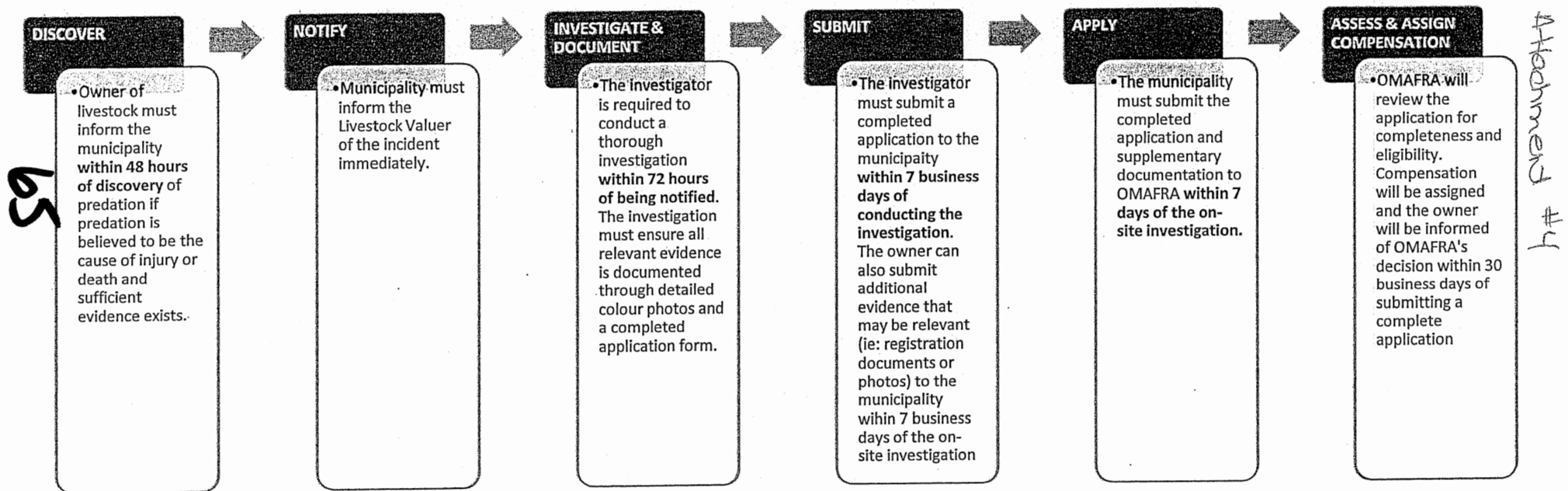
Signature \*

Date (yyyy/mm/dd) \*

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# ONTARIO WILDLIFE DAMAGE COMPENSATION PROGRAM

## FLOW CHART







## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** C002-23

**DATE:** February 1, 2023

**TO:** Committee of the Whole

**FROM:** Lisa Lehr, Manager of Legislative Services

**SUBJECT:** Canine Control By-law, re: Livestock Guardian Dogs and Herding Dogs

### RECOMMENDATION

That Staff Report C002-23 be received; and

That Council approve the proposed amendments to its Canine Control By-law as outlined in this Report.

### BACKGROUND

At its meeting of September 7, 2022, Council referred correspondence received from the Ontario Sheep Farmers (Attachment No. 1) to staff and requested that Staff follow-up with a Report outlining the affect of amendments requested by the Ontario Sheep Farmers to Essa's Canine Control By-law.

For Council's recollection, the correspondence from the Ontario Sheep Farmers requested that Council consider amending its Canine Control By-law to include provisions specific to Livestock Guardian Dogs and Herding Dogs as follows:

- Remove the requirement for registration / licensing of all livestock guardian and herding dogs;
- Allow farm owners to remove the collar and license tag from livestock guardian or herding dogs while the dog is being actively used in farming practices; owner to use an alternative means of identification linking the animal to the name/address of the owner (ie: microchip);
- Allow for more than 3 dogs on a farming property without the requirement of obtaining a kennel license, provided that certain conditions are met;
- Exempt livestock guardian and herding dogs from running at large if they do so on their own property;
- Exempt livestock guardian and herding dogs from barking / nuisance complaints provided normal farming practices are in use on the property; and
- Include a definition for "Livestock Guardian Dog" and Herding Dog" in the Canine Control By-law

The purpose of Essa's Canine Control By-law 2006-18 (Attachment No. 2) is to provide for: licensing and registration of dogs in Essa; regulation surrounding the control of dogs;

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and, the impounding and seizure of dogs. The following are provisions outlined as such in By-law 2006-18:

- all dogs (except for service dogs) are required to be registered with the municipality in each calendar year, with the dog tag to be worn at all times;
- no person or household is permitted to harbour more than 3 dogs unless they have obtained a kennel license;
- dogs are prohibited from running at large, and are required to be kept under the care and control of a person and on a leash within 3 metres of that person, or leashed to a structure;
- no owner shall allow their dog to howl or bark excessively or become a nuisance to others.

## COMMENTS AND CONSIDERATIONS

Livestock Guardian Dogs (LGDs) and Herding Dogs are working dogs that are purpose-bred to live on farms with livestock that they guard, herd and gather. They are an effective preventative measure and the first line of defence used by farmers for the protection of livestock from predators. LGDs include breeds such as the Great Pyrenees, Maremma, Anatolian Shepherd and Akbash. Herding Dogs include the Border Collie, Australian Shepherd, Blue and Red Heeler, and Huntaway. These breeds possess the ability to act independently while working to gather, herd and protect livestock from predation. In an effort to safeguard livestock from wolves, coyotes and other predators, true LGDs and Herding Dogs generally live in the same shelter as the livestock that they protect.

The Ontario Ministry of Agriculture, Food and Rural Affairs published the article "Livestock Guardian Dogs and Their Care in Winter" (Attachment No. 3) which outlines, among other things, direct benefits to farmers:

- *Farmers don't lose sleep to predators as the dogs work to protect the livestock 24 hours a day, seven days a week;*
- *Farmers experience reduced labour by not having to pen sheep / livestock nightly to avoid predation;*
- *Farmers are alerted to disturbances in the flock of the farm;*
- *The presence of LGDs and/or Herding Dogs mitigates losses to the farming operation, thereby allowing farmers to financially benefit;*
- *Use of LGDs and Herding dogs allows for more efficient use of pastures and potential expansion of the flock; and*
- *Reduced trauma experienced as there is a lower risk of finding ravaged livestock*

While the Canine Control By-law is effective in providing for the safety of residents and other canines, it is believed that LGDs and Herding Dogs that reside on agricultural properties where the property is actively engaged in a valid farm business, should be treated differently than dogs that serve the purpose of a "family pet". LGDs and Herd Dogs should be classified as "working dogs" similar to that of a Service Dog and should be exempt from having to obtain an annual license.

LGDs and Herd Dogs stay with the livestock and work to protect the livestock – there is little to no risk to residents of these types of dogs running at large off of their property as they are trained to stay within close proximity to the livestock that they are guarding and/or

herding. In addition to the livestock that they protect, these dogs are a monetary investment and assist with the farmer's livelihood.

Staff are proposing that Council consider amending the Canine Control By-law as follows:

Section 1 Definitions	<p><b>ADD:</b></p> <p><b>"Livestock Guardian Dog (LGD)"</b></p> <p>- means a dog that is specifically trained to work and/or live with domestic farm animals (e.g. cattle, sheep, poultry) without causing harm while aggressively repelling predators and is used exclusively for that purpose.</p> <p><b>"Herding Dog"</b></p> <p>- means a dog that has been trained to and actively assists its owner(s) with herding in a bona fide farming operation for the purposes of controlling livestock on the farm.</p>
Section 2 Licensing and Registration	<p><b>ADD:</b></p> <p><b>Section 2.1 EXEMPTIONS</b></p> <p>Livestock Guardian Dog(s) and Herding Dog(s)</p> <p>2.1 (a) This By-law shall exempt the owner(s) of livestock guardian and herding dog(s) from obtaining an annual dog tag on properties that are actively engaged in farming operations and where a valid Farm Business Registration Number with Agricorp is held.</p> <p>2.1 (b) This By-law shall exempt livestock guardian and herding dog(s) that are being used in active farming practices from the requirement for the dog(s) to wear a collar and tag, provided that the owner uses an alternative means of identification such as microchipping.</p>
Section 4 Dogs Running at Large	<p><b>ADD:</b></p> <p>4 (g) Livestock Guardian and Herding Dogs are exempt from Section 4 of this By-law only when found on abutting or adjacent rural properties during the course of carrying out their duties. Such dogs are exempt only when the owner(s) can demonstrate that they are active livestock producers/farmers.</p>
Section 8 (b) Dog Owner Responsibilities	<p><b>ADD:</b></p> <p>8.1 (b) (i) Livestock Guardian and Herding Dogs are exempt from barking and nuisance complaints while they are actively engaged in their work. Such dogs are exempt only when the owner(s) can demonstrate that they are active livestock producers/farmers.</p>

## FINANCIAL IMPACT

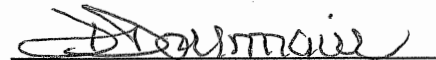
Based on the afore-mentioned breeds, staff cross-checked the breeds with addresses/properties registered in the municipality's dog tag tracking system. The following is a breakdown of LGDs or Herding dogs that have been historically registered with the Township by their owners:

- 2020 – 4
- 2021 – 5
- 2022 – 2
- 2023 – 1

Should Council approve exempting the owners of Livestock Guardian and Herding Dogs from obtaining an annual license, the loss in revenue is anticipated to be minimal.

In accordance with the Fees and Charges By-law, annual dog tags are \$25.00 each.

Manager of Finance:



## OPTIONS

Council may:

1. Take no further action, thereby receiving the Report for information.
2. **Consider approving the proposed amendments as listed in this Report, and direct Staff to bring forward a By-law to amend Essa's Canine Control By-law at a future meeting.**
3. Direct staff in another manner.

## CONCLUSION

Option No. 2 is recommended.

Respectfully submitted by:



Lisa Lehr  
Manager of Legislative Services

Reviewed by:



Colleen Healey-Dowdall  
CAO

Attachments:

1. Correspondence from the Ontario Sheep Farmers.
2. Ministry of Agriculture, Food and Rural Affairs – Livestock Guardian Dogs and Their Care in Winter.
3. Essa's Canine Control By-law 2006-18.

# OntarioSheep FARMERS

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## Livestock Guardian Dog use in Ontario

Predation is a significant cost and ongoing threat to sheep flocks in Ontario. Preventative measures are the first line of defense for producers. Livestock Guardian Dogs are one of the most effective preventative measures available because they are actively protecting the flock 24 hours a day, 7 days a week.

Livestock Guardian Dogs have been used in Ontario since the 1960's. Their use has increased in the past 40 years as the province's coyote population has increased and expanded throughout the entire province. Livestock Guardian Dog are now used by a great majority of sheep producers in Ontario to protect their flocks from predation by (primarily) coyotes, but also wolves, bears and other wildlife.

Livestock Guardian Dogs live with the sheep flock.

They provide protection to the flock by patrolling pastures, marking the perimeter of their territory. They also bark, run at, and try to intimidate any threats to the livestock they are protecting, which in this case is sheep.

Barking is one of the primary means by which livestock guardian dogs provide protection to the sheep flock. It is their way of communicating with other canines, and the guarding bark warns predators to avoid the area. Because dogs' sense of smell and hearing are many times more acute than that of humans, they often appear to be "barking" at nothing, when in fact, they hear, or smell something that humans are not able to.

Except perhaps for sheep flocks totally confined to barns with no access to outdoors, very few sheep flocks would survive predation attacks if it weren't for the effectiveness of livestock guardian dogs.

Ontario Sheep Farmers (OSF) considers the use of livestock guardian dogs to provide protection to livestock against predation as a normal farm practice.

The Farm and Food Production Protection Act (administered by Ontario Ministry of Agriculture, Food and Rural Affairs) defines normal farm practice as a farming practice which:

- is consistent with proper, acceptable customs and standards of similar operations; or
- uses innovative technology according to proper, advanced farm management practices.

The Farm and Food Production Protection Act was established to promote and protect agricultural uses and normal farm practices in agricultural areas, in a way that balances the needs of the agricultural community with provincial health, safety and environmental concerns.



# OntarioSheep FARMERS

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On behalf of Ontario's 2700 sheep farmers, I am reaching out to begin a dialogue with your municipality on the increasing challenge livestock farmers face in dealing with problem predators, and the role that Livestock Guardian Dogs (LGD) and your municipal dog control bylaws play in helping our farmers protect their sheep.

Problem predators are an increasing challenge and cost for Ontario livestock farmers requiring considerable effort and resources on the part of farmers and the Ontario Sheep Farmers (OSF). The financial cost of predation not only costs farmers, in terms of preventative measures, such as fencing and LGD; it also costs Ontario taxpayers, with the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) paying farmers over \$717,000 in the 2021 FY for losses of livestock caused by wildlife. This cost does not include the cost borne by municipalities and OMAFRA in sending investigators out to farms and administering the program. Nor does this cover the costs of veterinarians to help those maimed by predators to recover, the production losses of animals who are stressed from predation and the mental health toll predation takes on the farmer. Without being able to properly protect livestock from predation, taxpayers should expect to see an increased incidence of predation and increased costs.

Livestock guardian animals are one of the most common forms of predation prevention control used by Ontario sheep producers. These include Livestock Guardian Dogs (LGDs), donkeys, and llamas, with LGD being the most popular choice. However, there are instances when municipal by-laws hinder the efficient use of LGDs on farming operations as the by-laws are intended primarily for dogs kept for companionship, breeding, or non-working purposes. We have reviewed work done by several Ontario municipalities where LGDs have been specifically addressed when creating or revising existing by-laws. Below are some of the primary areas of concern and suggested options for consideration by your municipality.

## **Add Definition of Livestock Guardian Dogs (LGDs) and Herding Dogs to by-laws**

We propose that:

"Livestock Guardian Dog" (LGD) be defined as a dog that works and/or lives with domestic farm animals (e.g. cattle, sheep, poultry) to protect them while repelling predators and is used exclusively for that purpose.

"Herding Dog" means a dog that has been trained and is actively being used in a bona fide farming operation for the purposes of controlling livestock on the farm.

There are different breeds of LGDs of which the most popular breeds in Ontario include Great Pyrenees, Akbash, Kuvasz, Maremma and Anatolian Shepherd and crosses between these breeds. Although not an exhaustive list, dogs generally used for herding include Border Collies, Australian Shepherds, Blue & Red Heelers and Huntaways.



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OntarioSheep.org



### **Dog Registration/Licensing Requirements**

Paying annual dog registration/license fees for numerous working farm dogs can become a significant cost for sheep producers. We would encourage municipalities to exempt LGDs and herding dogs from annual license fees as is done in many jurisdictions for assistance/service dogs and working police dogs. The definition of

### **Requirement for Dogs to Wear a Collar and Tag**

LGDs' instincts are to guard and follow the flock, sleeping and working outdoors in all kinds of weather. Collars can become snagged on branches or fences and become a skin irritant in hot or wet weather. We suggest that municipal by-laws allow owners to remove the collar and license tag (if applicable) from a guardian or herding dog while the dog is being actively used in farming practices provided that the owner uses an alternative means of identification linking the animal to the name and address of the owner, e.g. either a tattoo or microchip containing the required information.

### **Requirements for Kennel Licensing and/or Limitation on Number of Dogs Kept**

In some areas bylaw requires a person with more than three dogs at the same premises to secure a kennel license. Coyotes are very smart and will lure the dogs away while the remaining coyotes kill the sheep or lambs from behind or will attack the dogs directly. It is not uncommon for farmers to have more than two LGDs, especially when they are training younger dogs. This is especially true in areas where there is heavy predation. As well, larger sheep flocks in Ontario (several over 1500 animals), require numerous dogs to provide adequate protection especially where higher numbers of predators are present.

We would propose for your consideration that a person may keep more than three dogs at a premise without obtaining a kennel license provided:

- the person is keeping sheep (or other livestock) upon the same premises.
- the premises is on land that is zoned rural and agricultural.
- the person provides proof of producer registration issued in the name recorded by the Ontario Sheep Farmers, Beef Farmers of Ontario, Ontario Goat,
- the dogs are registered/licensed annually in accordance with relevant municipal by-laws (if required)
- and that the dogs are LGDs and or herding dogs.

### **Running At Large**

A dog shall not be running at large if it is a LGD and is on their leased or owned property.

### **Barking Restrictions**

LGD are exempt from barking restrictions if actively engaged in guarding livestock against predators. Under the Farming and Food Production Protection Act farmers are protected from nuisance complaints made by neighbours provided they are following normal farming practices. The use of LGD on sheep farms is a widely used practice in Ontario and other sheep producing jurisdictions.

THE CORPORATION OF THE TOWNSHIP OF ESSA

BY-LAW NO. 2006 - 18

**A By-law for the licensing and registration of dogs; for regulating the control of dogs; and for the impounding and seizure of dogs within the Township of Essa; and to repeal By-laws 2002-83, 99-70 and 96-24.**

WHEREAS the *Municipal Act, 2001*, S.O. 2001, Chapter C.25, as amended, provides that Municipalities may pass By-laws for licensing, regulating, prohibiting, impounding, muzzling, or selling animals; and

WHEREAS Section 103(1) (c) of the *Municipal Act, 2001* provides for the establishment of procedures for the voluntary payment of penalties out of court where it is alleged that the by-law respecting animals being at large or trespassing has been contravened; and

WHEREAS Section 128 of the *Municipal Act, 2001* provides that a local municipality may prohibit and regulate with respect to public nuisances; and

WHEREAS the Council of The Corporation of The Township of Essa deems it advisable to exercise such authority;

NOW THEREFORE the Council of the Corporation of the Township of Essa hereby enacts as follows:

**1. DEFINITIONS**

- a. "Bite" means piercing or puncturing of the skin as a result of contact with a dogs tooth or teeth.
- b. "Canine Control Officer" means the Municipal Law Enforcement Officer employed and appointed by The Township of Essa, and also any person, firm, corporation or association, or employees or agents of such person or agency who has entered into a contract with The Township of Essa to control dogs and to carry out, enforce and implement the provisions of this by-law.
- c. "Clerk" means the Clerk of the Corporation of The Township of Essa.
- d. "Dangerous Dog" means a dog that has attacked, bitten or caused injury to a person or other domestic animal, or a dog previously designated as a potentially dangerous dog that is kept or permitted to be kept by its owner in violation of the requirements for such dog.
- e. "Disabled Person" refers to a physically, vision or hearing impaired person who is the owner of a dog which serves as a guide or leader.
- f. "Dog" means a male dog or female dog or spayed bitch or neutered dog over the age of twelve weeks;
- g. "Kennel" means an enclosed building made of four walls and a roof used for the keeping, breeding or boarding of dogs or any other function normally associated or related to dogs which is located on the property of an individual or agency who owns or harbours three (3) or more dogs.
- h. "Leash" means a chain, rope, or other similar device of not more than 3 metres (10

feet) in length which is designed to be held by a person and is used or designed to be used to restrain a dog.

- i. "Muzzle" means a humane fastening or covering device of adequate strength placed over a dog's mouth to prevent it from biting.
- j. "Neutered Male" means a male dog for which the owner produces satisfactory evidence of its being neutered.
- k. "OPP Officer" refers to a member of the Nottawasaga OPP, under contract with the Township of Essa.
- l. "Owner" of a dog includes any person who possesses or harbours a dog and the expression "Own", "Owns" or "Owned" have a corresponding meaning herein, and where the owner is a minor, the person responsible for the minor.
- m. "Pit Bull" means a Pit Bull Terrier, a Staffordshire Bull Terrier, an American Staffordshire Terrier, and American Pit Bull Terrier or a member of a class of dogs that have an appearance and physical characteristics that are substantially similar to dogs referred to in this definition.
- n. "Pound Keeper" shall mean a person, firm, corporation or association who has entered into a contract with the Corporation of the Township of Essa to maintain a dog pound and any servants or agents of such person;
- o. "Running at Large" means a dog that is found at a place other than the premises or property of the owner of the dog and which is not leashed or under the physical control of any person.
- p. "Schedule of Fees" shall mean the most current Fee Schedule for all Township fees as passed by by-law from time to time.
- q. "Spayed Bitch" means a female dog for which the owner produces satisfactory evidence of its being spayed.
- r. "Township" means The Corporation of The Township of Essa.
- s. "Trespassing" means a dog being on property or running at large on property owned by a person who is not the owner of the dog or property owned or maintained by the Township, including highways.

## 2. LICENSING AND REGISTRATION

- a. Notwithstanding Section 3 of this by-law, every owner of a dog shall obtain a license annually and cause the dog to be registered, numbered, described and licensed with the Township as soon as the dog has attained the age of twelve (12) weeks.
- b. No person shall:
  - i. register an unsprayed female dog as a spayed female;
  - ii register an unneutered male as a neutered male;
  - iii use a tag upon a dog other than the dog for which it was issued.
- c. Upon application for a license, the dog owner will be required to produce a certificate signed by a registered veterinarian that the dog has been inoculated with an anti-rabies vaccine within a period of twenty-four (24) months from the date of application for the license in accordance with the *Health Protection and Promotion Act, R.R.O.*

1990, Reg. 567.

Repealed by  
By-Law No.  
2017-18

d. ~~A two year license may be obtained provided that the owner presents proof that the rabies vaccination has recently been administered.~~

e. Dog tags shall be worn at all times, and shall bear the serial number and the year in which it was issued and a record shall be kept by the Township of Essa showing the name and address of the owner and the serial number of the tag issued to such owner.

f. No license tag or registration shall be transferable and the license tag shall expire and become void upon the sale, death, or other means of disposal of the dog. No refund of the licensing fee shall be provided to the dog owner in the event of the dog's demise.

g. The fee charged for the replacement of lost dog tags shall be as set out in the most current Township of Essa Fees and Charges By-law, as amended.

DELETED  
BY 2017-18

h. ~~Every license issued pursuant to this By-law shall expire on the 31st day of December in the year of its issue, unless it is a two year license in which case it will expire on the 31st day of December in the year following its issue.~~

ADDED  
BY-LAW  
2017-18

Every license issued pursuant to this By-law shall expire on the 31<sup>st</sup> day of December in the year of its issue.

i. Dog license fees are non-refundable except where overpayment is the result of an administrative error.

j. This by-law refers only to the licensing, registration and regulation of dogs; other domestic animals are not included within the provisions of this by-law. Any incident respecting a non-domestic animal shall be guided by the Pounds Act, R.S.O. 1990, Ch. P.17.

### 3. KENNELS

a. No one person shall, nor shall any one household own, possess, harbour, board, or license more than three dogs unless the person or household holds a valid kennel license pursuant to the Township's most current Business Licensing By-law.

b. Notwithstanding the provisions of Section 2 above, the fees and regulations related to kennels are separately listed in the Business Licensing By-law and the Fees and Charges By-law, as may be amended from time to time.

c. Regardless of the number of dogs per household, all dog owners within the Township of Essa shall comply with this by-law relating to running at large, barking or howling, or causing a nuisance or disturbance.

**4. DOGS RUNNING AT LARGE**

- a. No dog shall be permitted to run at large within the Township of Essa.
- b. For the purposes of this by-law, a dog shall be deemed to be running at large when it is found not to be under the care and control of a person and on a leash within 3 metres (10 feet) of that person, or leashed to a structure, unless the dog is on the property of its owner or a person who has consented to it being on his property while it is unleashed.
- c. The Canine Control Officer, pound keeper or OPP Officer shall make all reasonable efforts to identify and contact the owner of every stray dog received, whether the dog is living or dead.
- d. No leash shall exceed 3 metres (10 feet) in length.
- e. Every leash used or carried for the purpose of restraining any dog shall be substantially constructed or composed of strong material such as a chain or rope and shall be capable, at all times, of securely restraining such dog.
- f. The owner of any dog found to be running at large may be issued an Offence Notice and required to pay the fee set out therein, as provided in Schedule "C" attached.

**5. SEIZURE AND IMPOUND**

Subject to subsection (e) of this Section, a Canine Control Officer or an OPP Constable may:

- a. seize and impound any dog found running at large; and,
- b. return possession of the dog to the owner thereof where:
  - i) the owner claims possession of the dog within five (5) days (exclusive of statutory holidays and Sundays) after the date of seizure, and
  - ii) the owner pays to the Pound Keeper or the Clerk of the Township a fee or fees as set out in the Township's Schedule of Fees; or
  - iii) where a dog is impounded, and whether or not the dog is claimed from the pound, the owner, if known, shall be liable for the pound and maintenance fees prescribed, and shall pay all fees on demand to the Pound Keeper, or the Clerk of the Township of Essa.
- c. Any dog found to be in the possession of a person other than the owner, without the owner's permission, shall be seized and impounded by the Canine Control Officer to enable the dog owner to be located. The cost of seizure and impound shall be paid by the dog owner upon return, or by any person wishing to adopt the dog from impound if the owner has not claimed it within five (5) days.
- d. No dog shall be returned to the owner unless it has been licensed in accordance with the provisions of this By-law and any owner of a dog without a license or a dog tag and any purchaser of a dog without a license or a dog tag shall obtain a license and a dog tag for the current year before *possession is taken*.
- e. At the end of the said five (5) days, if possession of the dog has not been returned to the owner under subsection 5 b), the Canine Control Officer or Pound Keeper may sell or arrange to sell the dog for such price as he deems reasonable, and remit the amount so received to the Treasurer of the Township of Essa.
- f. Where the owner of a dog has not claimed the dog within five (5) days after it was

found to be running at large, and the dog has not been sold, the Canine Control Officer, or Pound Keeper may kill the dog in a humane manner or otherwise dispose of the dog as he sees fit, and no damages or compensations shall be recovered on account of his actions in accordance with this Section.

- g. Where, in the opinion of the pound keeper and in consultation with a veterinarian, a dog seized and impounded is injured or ill and should be destroyed without delay for humane reasons or for reasons of safety to persons, the dog may be euthanized humanely if reasonable efforts to locate the owner of the dog have failed.
- h. Where a dog that is seized for running at large is injured or should be destroyed without delay for humane reasons or for the safety of persons or animals, the Pound Keeper, OPP Constable or Canine Control Officer may kill, or cause the dog to be killed in a humane manner as soon after seizure as is deemed suitable without permitting any person to reclaim the dog or without offering it for sale, and no damages or compensations shall be recovered on account of these actions in accordance with this Section.
- i. During the impoundment period, an owner may claim the dog upon proof of ownership, and upon payment to the municipality of the appropriate fee as set out in Schedule "C" attached; the appropriate license fee if the dog is not licensed; and any veterinary or maintenance fees that have accumulated.

## **6. DANGEROUS DOGS**

- a. With respect to the regulation of Pit Bulls, the Township of Essa shall recognize and act in accordance with Ontario Regulation 157/05, Pit Bull Controls under the Dog Owner's Liability Act.
- b. Every owner of a restricted pit bull, as defined in the Dog Owners Liability Act, shall ensure that the pit bull is wearing a muzzle and is secured by a leash, except when the pit bull is enclosed within the owner's property or on enclosed property occupied by another person who consents to the pit bull being off leash or unmuzzled.
- c. No pit bull or dangerous dog shall be permitted to run at large within the Township of Essa.
- d. When a pit bull or dangerous dog is on the property of the owner, it shall either be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the escape of the dangerous dog and capable of preventing the entry of any person not in control of the dog.
- e. The owner of a restricted pit bull must ensure that the restricted dog is neutered or spayed.
- f. Where a dog is known to have bitten or otherwise injured any person or killed or injured any livestock or poultry, it may, at the discretion of the Canine Control Officer, be seized and impounded until such time as the matter has been settled.
- g. Any costs of such seizure and impounding shall be the responsibility of the owner of said dog. The Municipality retains the right to charge back any expenses for seizure and impound to the owner of the dog, regardless of the outcome.



- h. Notwithstanding Section 5 of this By-law, where a Peace Officer or Canine Control Officer finds a dog running at large contrary to the provisions of this By-law and he believes that it may attack a human being before he can seize the dog, he may kill the dog.
- i. The owner of a dog that has bitten a person or domestic animal shall clearly display a sign at each entrance to the property and building in which the dog is kept warning that there is a Dangerous Dog on the property. This sign shall be visible and legible from the nearest road or thoroughfare.

## 7. DECLARATION OF A DANGEROUS DOG

- a. The Canine Control Officer shall be empowered to declare that a dog is vicious:
  - i. upon receipt of a signed Declaration in the form attached hereto as Schedule "A", attested to by a witness who actually saw the alleged vicious dog bite a person or a domestic animal. The Declaration must identify the dog, the dog owner and the dog owner's address.
  - ii. upon receipt of a signed Declaration attested to by the Clerk of the municipality where the dog has been declared vicious.
- b. The Canine Control Officer shall, within ten (10) business days of receipt of a duly executed Declaration, deliver or send by registered mail a Notice to Muzzle, in the form attached hereto as Schedule "B", to the owner of the vicious dog requiring that the dog be muzzled and restrained pursuant to the provisions of this by-law.
- c. Where the owner of a dog receives a Notice designating such dog as Potentially Dangerous or Dangerous and provides a written request within ten (10) working days, Council shall hold a hearing pursuant to the provisions of the *Statutory Powers and Procedures Act* within 15 working days of the Clerk's receipt of the request for a hearing, and may:
  - i. Affirm or rescind the Canine Control Officer's designation of the dog as a potentially dangerous or dangerous dog;
  - ii. Substitute its own designation of the dog as potentially dangerous or dangerous dog, as the case may be; and/or
  - iii. Substitute its own requirements of the owner of said dog pursuant to this by-law.
- d. Upon being served with a Notice to Muzzle, the owner of such dog shall ensure that it is:
  - i. securely held on a collar type leash with a maximum length of one (1) metre and of sufficient strength to restrain the dog and keep it from becoming loose;
  - ii. muzzled; and
  - iii. under the control of a person sixteen (16) years of age or older.

AMENDED  
BY BY-LAW  
2006-64

AMENDED  
BY BY-LAW  
2006-64

## 8. DOG OWNER RESPONSIBILITIES

- a. The owner of any dog desiring to have the dog disposed of, may deliver the said dog to the Pound Keeper and the Pound Keeper shall, on the payment of the amount that may be charged from time to time, receive the dog to be disposed of or destroyed.
- b. No owner shall allow his dog to howl or bark excessively or otherwise become a nuisance in accordance with the provisions of this by-law or the Township of Essa Noise By-law.

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- c. If a dog defecates on any public or private property other than the property of its owner, the owner shall cause such faeces to be removed immediately and disposed of in a sanitary manner.
- d. No owner of a dog shall, without provocation, permit his or her dog to:
  - i. chase, bite or attack any person;
  - ii. chase, bite or attack any domestic animal or bird, or to fight with another dog or animal;
  - iii. damage public or private property.
- e. No owner of a dog shall permit it to trespass on any private property.

#### **9. PROVISION OF NEEDS**

- a. Every person who keeps a dog within the municipality shall provide the dog, or cause it to be provided with:
  - i. clean, fresh drinking water and suitable food of sufficient quantity and quality to allow for normal, healthy growth and the maintenance of normal, healthy body weight;
  - ii. food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
  - iii. the opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control; and
  - iv. necessary veterinary care when the dog exhibits signs of pain, illness or suffering;
  - v. a house or shelter providing protection from heat, cold, direct sunlight and wet that is appropriate to the dog's weight and type of coat, and providing sufficient space to allow the dog to turn around freely and lie in a normal position.
- b. No person may cause a dog to be hitched, tied or fastened to a fixed object where a choke collar or chain forms part of the securing apparatus, or where a rope or cord is tied directly around the dog's neck.
- c. No person may cause an animal to be confined in an enclosed space for an extended period of time, including a car, without adequate ventilation.

#### **10. DOG CONTROL FINES AND FEES**

- a. Any dog found running at large contrary to the provisions of this by-law may be captured and impounded by the Canine Control Officer or OPP Officer and thereafter shall be impounded for a period of five (5) days. If not claimed by the owner within the said detention period, the dog may thereafter be destroyed or otherwise disposed of by or under the direction of the pound keeper.
- b. Unless otherwise stated in this by-law, the owner of each dog shall purchase a dog license in accordance with the current fee schedule of the Township.
- c. If the Canine Control Officer is unable to seize any dog found to be running at large, contrary to the provisions of this by-law, and the owner of such dog is known, a voluntary payment ticket may be issued ordering a fee to be paid by the owner, known as an Running at Large fee, as provided on Schedule "C" attached.

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- d. In all cases if the owner of the dog is known, the dog owner shall be responsible for all costs, charges and fines associated with the seizure, impound or care of the dog which has contravened this By-law in any way.

#### 11. RECOVERY OF EXPENSES

- a. The Municipality shall have the right to recover from the owner of the dog all costs incurred in applying and enforcing this by-law, and shall include an administration fee as set out in the Township Fees and Charges By-law, as amended.
- b. In responding to a Running at Large call, the Canine Control Officer may issue an Offence Notice to the owner or person responsible for the dog as set out in Schedule "C" attached. Said fee shall be paid to the Township of Essa prior to the release of the dog, whether or not the dog is impounded. Any other costs associated with the collection and impound of the dog shall also be paid prior to release of the dog.
- c. At the discretion of the Officer, a Warning may be issued to a dog owner upon first offence.

#### 12. GENERAL PROVISIONS

- a. Every person who fails to comply with the provisions of this By-law shall be guilty of an offence and, upon conviction is subject to a penalty pursuant to the *Provincial Offences Act*.
  - b. Each day that a breach of this by-law continues shall constitute a separate offence.
  - c. Fines pursuant to subsections a and b above are recoverable under the *Provincial Offences Act*, as amended.
  - d. Should any Section or part of a Section of this By-law be declared by a court of competent jurisdiction to be invalid, same shall not affect the provisions of this By-law as a whole or any part thereof, other than the part so declared to be invalid.
  - e. Any person who is visually, audibly or physically disabled and owns a registered dog to assist with their daily living shall be exempt from the licensing provisions of this by-law.
- 13. That the short form title of this By-law shall be the "**Control of Dogs**" By-law.
  - 14. That By-laws 2002-83, 99-70 and 96-24 be and are hereby repealed.
  - 15. This By-law shall come into force and have effect on the day it is finally passed.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY  
PASSED on this the Fifteenth Day of March 2006.

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David Guergis, Mayor

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Carol O. Trainor, Clerk

**SCHEDULE "A" to  
By-law 2006 - 18**

**DECLARATION REGARDING A VICIOUS DOG**

Name of Dog Owner: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name of Dog: \_\_\_\_\_ Dog Tag Number: \_\_\_\_\_

Breed: \_\_\_\_\_ Colour: \_\_\_\_\_ Other: \_\_\_\_\_

Rabies Tag Number: \_\_\_\_\_ Other Identification: \_\_\_\_\_

Address of Incident: \_\_\_\_\_

\_\_\_\_\_

Location on Property: \_\_\_\_\_

\_\_\_\_\_

Location on Street: \_\_\_\_\_

Description of Incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness who actually saw the  
alleged bite or attack.

\_\_\_\_\_  
Signature of Canine Control Officer

Name of witness (print): \_\_\_\_\_

Address of witness: \_\_\_\_\_

Telephone number: \_\_\_\_\_

*Personal information contained in this form is collected under the authority of the Municipal Act, R.S.O. 1990, c.M.45, as amended, and will only be used for the purposes for which it was collected. Questions about this collection of information should be directed to the Clerk, Township of Essa, 5786 County Road 21, Utopia, Ontario L0M 1T0, (705) 424-9917, ext. 116.*

**SCHEDULE "B" to  
By-law 2006 - 18  
NOTICE TO MUZZLE**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
Dog Owner

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dog Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Colour: \_\_\_\_\_

Dog Tag No. including the year of issue: \_\_\_\_\_

Rabies Tag No. including the year and Veterinarian Office: \_\_\_\_\_

\_\_\_\_\_

Tattoo No: \_\_\_\_\_ Microchip No: \_\_\_\_\_

The Corporation of the Township of Essa is in receipt of a Declaration duly executed by the Canine Control Officer pursuant to Subsection 2(a) of *By-law 2006-18*, that the dog described above did, on the \_\_\_\_\_ day of \_\_\_\_\_ bite and puncture the skin of a person or a domestic animal. In accordance with Subsection 2(b) of *By-law 2006-18*, you are hereby ordered to restrain your dog as follows:

**METHOD OF RESTRAINING DOG**

- a) While the dog is on the property of the owner or harbourer as described above, the owner shall be responsible for restraining the dog by keeping it inside a building or house or in an enclosed pen of sufficient dimension and strength to be humane and to prevent the dog from coming into contact with persons other than the owner of the dog or any other domestic animal, or within a securely fenced yard where the fence is a minimum height of 1.83 metres. The enclosed pen or the fenced yard shall be equipped with a locking and self-latching device. Such self-latching device is to be designed in such a manner that the pen or gate can only be opened from the outside by an adult. The owner is responsible for ensuring that the dog is prevented from escaping and running at large.
- b) While the dog is off the property of the owner, as described above, the owner shall ensure:
  - i that it is held securely on a collar-type leash with a maximum length of one (1) metre and of sufficient strength to restrain the dog and keep it from escaping and running at large;
  - ii that a muzzle is securely and humanely covering the mouth of a dog which is of adequate strength and design and suitable to the breed of the dog that cannot be removed by the dog, to prevent the dog from biting or attacking a person or domestic animal;
- c) within thirty (30) days the dog is identified with a microchip implantation, at the owners expense, and the said microchip number is registered with the Canine Control Officer;

- d) the Canine Control Officer is notified within forty-eight (48) hours of any changes to the residency of the vicious dog;
- e) the Canine Control Officer is notified within forty-eight (48) hours after the ownership of the vicious dog is transferred to another person;
- f) the Canine Control Officer is notified should the vicious dog be destroyed.

AMENDED  
BY BY-LAW  
2006-64

The dog owner may appeal this Notice to Muzzle to the Council of the Township of Essa within ten (10) days of the date of this Notice by submitting a written request for a hearing, setting out the reasons for the appeal. Such a request must be addressed to the Clerk, Township of Essa, 5786 County Road 21, Utopia, Ontario L0M 1T0.

This Notice is served upon the owner in accordance with Subsection 2(b) of By-law 2006-18 on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Canine Control Officer

\_\_\_\_\_  
Clerk



**Schedule "C" of  
By-law 2006 - 18**

**CANINE CONTROL FEES**

To establish fees for impoundment, boarding and other related charges for the owners of dogs.

1. Any dog found to be running at large contrary to the provisions of this by-law may be captured and impounded by a Canine Control Officer or Police Officer and thereafter shall be kept in a pound for a period of five (5) days, and if not claimed by the owner within the said detention period, and the proper costs and charges of the Pound Keeper paid, the dog may thereafter be destroyed or otherwise disposed of by or under the direction of the Pound Keeper.
2. Any expenses associated with the seizure and impoundment shall be the responsibility of the dog owner. Pound fees shall be determined by the Pound Keeper and are subject to change.
3. Unless otherwise stated in this by-law, the owner of each dog shall pay an annual dog license fee in accordance with the current Township of Essa Fees and Charges By-law, as may be amended from time to time.
4. The owner of any dog impounded pursuant to the provisions of this by-law shall pay all fees accumulated to the Pound Keeper for the boarding of the animal, and for any veterinary services which were required before the dog shall be released.
5. All fees imposed for running at large, seizure and return of the dog to the owner, without impound, shall be paid directly to the Township of Essa.
  - i. Running at Large, first offence: \$ 80.00 per dog
  - ii Running at Large, second or repeat offence: \$150.00 per dog
  - iii Running at Large, restricted dog or pit bull \$500.00 per dog
6. The owner of any dog who requests the assistance of a Canine Control Officer for the transportation of any dog to the Pound Keeper for disposal shall pay the applicable disposal fee in addition to the \$80.00 pick up fee to the Township.
7. If a Canine Control Officer is unable to seize any dog found to be running at large contrary to the provisions of this by-law, and the owner of such dog is known, a voluntary payment notice may be issued ordering the owner to pay a fee to the Township in the amount of \$80.00, to be known as an Running at Large Fee.

**TOWNSHIP OF ESSA**  
**By-law 2006 – 18**  
**Control of Dogs By-law**  
**Part I Provincial Offences Act**

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine
1.	Failing to procure a dog license	Sec. 2 a	\$80.00
2.	Failing to keep dog tag affixed on dog	Sec. 2 e	\$80.00
3.	Using dog tag on dog other than dog registered for tag	Sec. 2 b iii	\$80.00
4.	Keeping more than three dogs without a kennel license	Sec. 3 a	\$100.00
5.	Being an owner, permitting dog to run at large	Sec. 4 a	\$100.00
6.	Failure to muzzle or securely leash a restricted pit bull	Sec. 6 b	\$200.00
7.	Being the owner of a pit bull, permit running at large.	Sec. 6 c	\$300.00
8.	Being the owner, fail to neuter or spay a restricted pit bull.	Sec. 6 e	\$200.00
9.	Being an owner, fail to post a warning sign for a Dangerous Dog	Sec. 6 i	\$20.00
10.	Being an owner, allowing dog to bark or howl excessively	Sec. 8 b	\$100.00
11.	Failing to remove dog faeces.	Sec. 8 c	\$80.00

NOTE: The penalty provision for the offences indicated above is Section 12 of By-law 2006-18, a certified copy of which has been filed.

Attachment #3



## Ministry of Agriculture, Food and Rural Affairs

# Livestock Guardian Dogs and Their Care in Winter

## Table of Contents

1. Introduction
2. Life of a Livestock Guardian Dog
3. Characteristics of Livestock Guardian Dogs
4. Handling Cold, Wind and Rain
5. Shelter
6. Feeding
7. Working Lifespan
8. Conclusion
9. References

## Introduction

Livestock guardian dogs (LGDs) are dogs that are purpose-bred for living with the flocks they guard, to reduce predation. For hundreds of years, these rugged animals have lived outside with sheep, year round, withstanding harsh elements. They use the same shelter as the sheep and get extra feed in winter. As a result, LGDs do not require a doghouse but may require some extra care when guarding the ewe flock in winter. Keeping them with the sheep provides the livestock with protection against wolves, coyotes and other dogs.

## Life of a Livestock Guardian Dog

An LGD is bonded to the flock it lives with and should want to stay with the ewes. Shepherds say the dog thinks it is a sheep. Researchers believe the LGD is treating the sheep as if they were other dogs, and the sheep are treating the dogs as if they were other sheep. The flock of sheep and dogs together respond to each other's feeding behaviour and alarm signals. Behaviour born of centuries of selection for certain traits means LGDs are less likely to kill a sheep and are predisposed to follow their flock.

A livestock guardian dog works a 24-hour day, alert to intruders. Often the dog's mere presence in the area or simply a strong bark will derail a predator's plans for the sheep. Breeds used as livestock guardians, including Great Pyrenees, Maremma, Komondor and Akbash, possess the ability to act independently of shepherds while working to protect the sheep. These dogs are hardy animals and even during severe weather may choose to not enter shelter such as a doghouse or barn. They prefer to sleep where they have a full view of their surroundings and the sheep. Pasture studies found that generally, at night, the dogs stayed within about 200 m of the food, water and bed grounds of the dogs and flock. According to Lorna and Raymond Coppinger, pioneers of LGD research, the behaviour of a successful LGD includes the "absence of the stalking, chasing instinct and a curious mixture of juvenile, maternal and courtship behaviour directed toward the sheep."

## Characteristics of Livestock Guardian Dogs

LGDs are expected to be attentive to the animals they guard. A successful LGD must be:

- trustworthy - They will not endanger the sheep they are charged to protect.
- attentive - LGDs stay with the flock and do not roam away.
- protective toward the sheep

According to a U.S. Department of Agriculture (USDA) Factsheet, shepherds benefit from owning an LGD by:

- not losing sheep to predators
- reducing labour by not having to pen sheep nightly to avoid predation
- being alerted to disturbances in the flock or on the farm
- making more efficient use of pastures and potential expansion of the flock
- not finding their flock ravaged by domestic dogs, a very traumatic experience for a shepherd

## Handling Cold, Wind and Rain

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Professors Ray and Lorna Coppinger studied 1,000 LGDs for over 10 years and ran the Livestock Dog Project. According to Ray Coppinger, whether dogs can

sleep outside depends on the weight of the dog. Large dogs have less trouble handling the cold of our winters than the heat of our summers. Dogs are poor at radiating heat but good at conserving their heat. Sheep may require access to shelter, such as barns or stands of bush, during winter rain storms. In contrast, LGD breeds generally have a long, flat, weather-resistant outer coat that sheds water, and a thick, "downy" undercoat for warmth. Rough-coated, undercoated, short-eared dogs can withstand lower temperatures than smooth-coated, greyhound-shaped dogs. However, according to Prof. Coppinger, it is body mass that really determines cold resistance in dogs. At about  $-32^{\circ}\text{C}$ , medium-sized dogs (under 32 kg) start to take action against the cold by shivering or increasing their metabolic rate (burning energy to produce heat). Larger dogs, such as LGDs that weigh around 45 kg, can withstand even lower temperatures before reacting to the cold.

Doghouses have been placed in summer pastures by Western U.S. open range ranchers (pasturing sheep in areas where there are no fences) to provide a home site and feeding station for the dogs. They place a salt lick on the back of the doghouse to attract the sheep to this area so the doghouse becomes a socializing point for the sheep and dogs, helping reduce roaming.

Respondents to the Ontario LGD survey conducted through the Large Flock Operators (LFO) working group in 2003 commented that their older dogs would seek shelter from the cold rain. Others stated their dogs would sleep outside the pole barns, while the sheep slept inside. Of the LFOs surveyed, those that supplied a doghouse for their LGDs stated that the dogs never used the doghouse, and that they always slept outside.

## Shelter

Full-fleeced ewes that are healthy and properly fed can spend the winter outside without access to a barn. Sheep and LGDs require a windbreak for very cold, windy days. A windbreak may take the form of a bush that can be around the outside of the field to block the wind or in the field, allowing sheep to enter it for shelter. Wooden windbreak fences looking like tall snow fences, or made of partially porous windbreak "cloth," can provide adequate wind shelter for sheep and the dog.

Sheep will also use each other as shelter from the wind. When a sheep on the windy side becomes cold, it moves and works itself into the centre of the flock. LGDs will do the same, burrowing into the centre of the flock if they want to get out of the wind. LGDs will lay in the fence row of a field, using the shrubs and snow banks for shelter. Dogs have been seen lying on top of the



round bales of hay in a feeder. If large round bales are unrolled for feeding, the dogs will lie on the hay.

## Feeding

According to the LGD owners survey, shepherds increased the amount of feed offered to the dogs during extremely cold weather and/or increased the fat/energy content of the feed during the winter months. Some sheep producers have self-feeders available for the dogs, allowing the dog to decide if and when it requires more feed. Since these dogs often choose to stay outdoors in all weather conditions, their metabolic action may increase in response to severe weather, causing them to need more feed. One dog food manufacturer suggests that dogs need about 7.5% more feed for every 5.5°C drop in temperature, once the temperature reaches the point where the LGD is shivering or trying to avoid the cold.

When coyotes are pressuring a flock and "working" the LGDs, the dogs often lose some weight. Some shepherds change dog feed to a higher energy feed during these times of the year. The National Research Council reported in Nutrient Requirements of Dogs that "Requirements for work and adverse environmental conditions make a . . . systematic schedule for meeting such diverse requirements impractical. Thus, it is recommended to feed to thrifty body condition . . . reliable sign of uncomplicated energy deficiency is generalized loss of bodyweight." In other words, a dog losing weight needs more feed or a higher energy feed.

Especially during harsh weather, check the body condition of your LGDs. Some shepherds check daily, some formally score the dogs' body condition several times each year. To do this, place both thumbs on the dog's backbone and run the fingers along the rib cage. You should be able to feel the dog's ribs - an LGD should not be fat. If you cannot easily feel the bony part of each rib, the dog may be overweight. When viewed from above, looking down on to the dog's back, a clearly defined waist should be visible behind the ribs. From the side, the abdomen should appear tucked up.

## Working Lifespan

The longevity of working dogs is dependent upon their life span and whether they show the appropriate guarding behaviour. The Livestock Dog Project run by the Coppingers found that 11% of dogs culled were inattentive to livestock and 57% had injured or killed livestock. The longer a dog stays on the farm, the more cost-effective it will be for the shepherd. The purchase price,

training costs and ineffective juvenile months will be amortized over a much longer time period.

Lorenz and colleagues (1986) reported that "Untrustworthy dogs often exhibited a high frequency of play behaviour and were often noted to be overfed and overweight. This disposition for 'extra' play may be reflective of a diet too high in calories."

## Conclusion

Livestock guardian dogs are adaptive and can make changes to their routine as conditions change. In Ontario, LGDs are not tethered and can make their own choices and changes to their microclimate as the need arises. Using the same shelter as the sheep it protects, a properly fed, well-conditioned LGD does not require a traditional doghouse.

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For more information:

Toll Free: 1-877-424-1300

E-mail: [ag.info.omafra@ontario.ca](mailto:ag.info.omafra@ontario.ca)



## TOWNSHIP OF ESSA STAFF REPORT

**STAFF REPORT NO.:** C003-23

**DATE:** February 1, 2023

**TO:** Committee of the Whole

**FROM:** Lisa Lehr, Manager of Legislative Services

**SUBJECT:** 2022 Municipal Election

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### RECOMMENDATION

That Staff Report C003-23 be received for information.

### BACKGROUND

Essa's 2022 Municipal Election Accessibility Plan was developed to ensure that proactive accessibility considerations were included in the planning and administration of the 2022 Municipal and School Board Elections. The Plan identified actions to be taken to ensure equal and equitable election practices were in place for electors. Objectives of the Plan included ensuring:

- That voting locations were accessible;
- That persons with disabilities could independently cast their vote, and that assistance was available upon request;
- That persons with disabilities could fully participate in the Municipal Election as an elector; and
- That efforts were made to ensure that electors with disabilities were aware of the accessibility measures available via channels such as election communications, Township's website, and social media outlets.

In accordance with ss.12.1(3) of the Municipal Elections Act, "*within 90 days after voting day in a regular election, the Clerk shall prepare a report about the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the report available to the public*".

The intent of this Report is to satisfy the aforementioned requirement respecting the identification, removal and prevention of barriers to electors. Additionally, this Report provides Council with a summary of Voter Turnout from the 2022 Municipal and School Board Elections.

### COMMENTS AND CONSIDERATIONS

#### Accessibility:

Essa's 2022 Municipal and School Board Election was conducted over a three-day period where eligible electors were required to attend in-person to cast their vote on a traditional paper ballot.

Electors were encouraged to attend designated voting locations to cast their vote(s) on one of the following days:

- Saturday October 15, 2022 between the hours of 10:00 am to 6:00 pm
- Saturday October 22, 2022 between the hours of 10:00 am to 6:00 pm
- Monday October 24, 2022 between the hours of 10:00 am to 8:00 pm

#### Measures Taken to Provide for Accessibility in 2022 Election:

In an effort to ensure accessible and inclusive coordination and administration of the election, the following efforts were made:

- The Clerk and Deputy Clerk attended all voting locations to conduct an accessibility evaluation for each site. This assisted with planning and set-up for each location.
  - Consideration was given to provide for the shortest distance possible for access to the interior of the voting location.
  - Designated Accessible Parking was available at all voting locations.
  - Entrances and exits to all voting locations were unobstructed and provided appropriate width for mobility device access.
  - Consideration was given to the “flow” of foot traffic into and out of the voting location.
- Supplementary large print signage in high-tonal contrast was placed on the exterior and interior routes and access points identifying the Voting locations.
- Election Staff were directed to make necessary arrangements to assist, identify, minimize and remove, where possible, barriers to persons with disabilities.
  - Extra chairs were set up to assist persons that required assistance in the queuing line(s).
  - Chairs were set up behind each privacy screen to allow for electors to be seated when marking their ballot.
  - Election staff were assigned to assist upon request of elector
- The Election Team was provided training on Essa’s Accessible Customer Service Policy in addition to training on Essa’s Election Accessibility Plan.
- Voters were permitted to be accompanied by a variety of supports including service and therapy animals and assistive devices in accordance with Township policies and provincial legislation.
- For electors requiring assistance to cast their vote(s), administrative oaths were permitted in accordance with the Municipal Elections Act, to allow for:
  - Oral Oath of Elector Requesting Assistance
  - Oral Oath of Friend of Elector
- Proxy forms were available for persons who could not attend the voting location in person to cast their vote(s).
- Curbside Voting was permitted upon the request of a person with a disability.
- Magnifying sheets were available at each privacy screen.

#### Barriers Identified / Opportunities for Improvement in 2026

Ward 2 Voting location (Thornton Arena – Meeting Room) – due to the high volume of foot traffic with only one access point for entrance/exit into the voting location through one single door, it is suggested that Staff investigate other locations that would allow for less congestion in the entrance/exit for electors.

## Voter Turnout

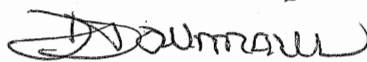
The following is a breakdown of voter turnout for the 2022 Municipal Election:

Ward No.	No. of Eligible Electors	Voted on October 15, 2022	Voted on October 22, 2022	Voted on October 24, 2022	Total Voter Turnout	Voter Turnout (%)
1	8,782	184	71	565	820	9.34%
2	3,773	130	129	664	923	24.46%
3	2,778	85	148	373	606	21.81%
<b>Totals</b>	<b>15,333</b>	<b>399</b>	<b>348</b>	<b>1602</b>	<b>2349</b>	<b>15.32%</b>

Factors that may have contributed to low voter turnout are as follows:

- Fear of transmission of COVID;
- No race for Mayoral seat (seat was acclaimed);
- No race for Deputy Mayoral seat (seat was acclaimed);
- Electors could not attend in-person during the designated voting days (ie: they may have been working, out of province/country on vacation, had other plans on the designated voting days, etc.);
- Confusion as to method used (ie: Essa required in-person attendance; surrounding municipalities allowed for either in-person attendance or alternative methods); and
- Minimal campaigning efforts by some candidates / little controversy and low profile campaigns.

## FINANCIAL IMPACT



None.

## OPTIONS

Council may:

1. Take no further action, thereby receiving the Report for information.
2. Direct staff in another manner.

## CONCLUSION

Option No. 1 is recommended.

Respectfully submitted by:



Lisa Lehr  
Manager of Legislative Services

Reviewed by:



Colleen Healey-Dowdall  
CAO