

The Corporation of the Township of Guelph/Eramosa

By-law Number 47/2023

A By-law to Regulate Fences and Swimming Pool Enclosures in The Township of Guelph/Eramosa

WHEREAS Section 11 of the Municipal Act 2001, S.O., c.25, as amended, establishes spheres of jurisdiction within which municipalities may pass by-laws; and

AND WHEREAS Section 11(3) of the *Act* provides that a lower-tier municipality may pass By-laws respecting structures, including fences and signs; and

AND WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa considers it necessary and desirable to regulate fences within all areas of the Township of Guelph/Eramosa;

AND WHEREAS subsections 98(1) and (2) of the *Municipal Act* provide that a by-law may be passed by a municipality stating that the *Line Fences Act, R.S.O. Ch. L.17* does not apply to all or any part of the municipality, subject to the continuing applicability of section 20 of the *Line Fences Act*;

AND WHEREAS it is deemed expedient to exclude the Township from the provisions of the *Line Fences Act, R.S.O. 1990, c.L.17*, as amended;

AND WHEREAS subsection 391 of the Municipal Act, 2001, without limiting sections 9, 10 and 11, authorizes a municipality to impose fees and charges on persons;

AND WHEREAS section 398 of the Municipal Act, 2001 provides for fees and charges imposed by a municipality on a person to constitute a debt of the person and for the municipality to add such fees and charges to the tax roll and collect them in the same manner as municipal taxes;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa enacts as follows:

1. TITLE, INTERPRETATION AND SEVERABILITY

- 1.1. This **By-law** shall be known and may be cited as the "Fence By-law".
- 1.2. Wherever a word is used in this By-law with its first letter capitalized and bolded, the term is being used as it is defined in Section 3 of this By-law. Where any word appears in ordinary cases, the commonly applied English language meaning is intended.
- 1.3. Wherever a word defined in Section 3 of this By-law is used in the form of a noun, verb, adverb, or adjective, it shall be interpreted as having a corresponding defined meaning even if it is in ordinary case
- 1.4. All words importing the singular shall include the plural, and words imparting the masculine gender shall include the feminine, and the converse of the foregoing also applies, unless the context of the By-law requires otherwise.

- 1.5. If a court of competent jurisdiction declares any provision or part of a provision of this Bylaw to be invalid or to be of no force and effect, it is the intention of Council in enacting this By-law that the remainder of this Bylaw shall continue in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.

2. APPLICABILITY AND SCOPE

- 2.1. The provisions of this **By-law** apply to all **Fences** within the **Township**.
- 2.2. Despite 2.1 this **By-law** does not apply to any noise attenuation fences, walls or other barriers authorized by or **Erected** by municipal, provincial or federal government or their agencies, boards, commissions, departments or other bodies.
- 2.3. If a **Person** is required to **Erect** a specified **Fence** under a site plan agreement, a subdivision agreement, another **Township By-law** or any applicable law, statute or regulation of any municipal, provincial or federal government or their agencies, boards, commissions, departments or other bodies, the **Fence** is exempt from the provisions of this **By-law** with which it does not comply.

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this **By-law**:

“**Act**” means the *Line Fences Act, R.S.O. Ch. L.17* as amended;”

“**Actual Cost**” means the total cost of the construction, replacement, maintenance or repair (as applicable) of a **Division Fence**, other than a **Basic Cost Fence** and includes taxes, the value of the material used and the value of the labour performed to complete the work;

“**Adjoining Owner**” means the **Person** who owns the land adjacent to land of another land **Owner** seeking to build a **Division Fence**;

“**Building**” means any structure used or intended to be used for shelter, accommodation or enclosure of **Persons**, animals or chattels but does not include a **Fence**, sign, travel trailer or vehicle;

“**Basic Cost**” means the total cost of construction, replacement, maintenance or repair, as applicable, of a four (4) foot high, 1-1/2” mesh, steel chain link fence;

“**By-law**” means this By-law;

“**Chief Building Official**” means the Chief Building Official of the Corporation of the Township of Guelph/Eramosa or designate;

“**Committee**” means the Property Standards Committee appointed pursuant to this **By-Law**;

“**Corner Lot**” means a **Lot** situated at the intersection of two or more streets, provided that the angle of intersection of such streets is not more than one hundred and thirty-five (135) degrees;

“**Depth**” when used in relation to **Swimming Pools**, means the distance from the bottom of the **Swimming Pool** at its deepest point to the top edge of the **Swimming Pool**;

“Daylighting Triangle” also known as **“Sight Triangle”**, means an area free of **Buildings** or structures and which area is to be determined by measuring from the point of intersection of **Street Lines** on a **Corner Lot**, the distance required by the **Zoning By-law** (7.62m [25.0ft]) along each such **Street Line** and adjoining such points with a straight line. The triangular-shaped land between the intersecting **Street Lines** and the straight line joining the points the required distance along the **Street Lines**, is the **Sight Triangle**;

“Division Fences” means a **Fence** marking the boundary between adjoining parcels of land;

“Driveway Sight Line Triangle” means an area free of **Building** or structures and which area is determined by measuring from the corner of the driveway away from the driveway along the sidewalk or curb closest to the **Lot** line 4.0m (13.1 ft) and from the corner of the driveway into the property along the driveway edge 5.0m (16.4 ft) and adjoining such points with a straight line. The triangular-shaped land is the **Driveway Sight Line Triangle**;

“Effective Ground Level” means the existing ground level upon which a **Fence** is Erected or to be Erected upon;

“Erect or Construct” means to build, **Construct**, reconstruct, place, or relocate and, without limiting the generality of the word(s), also includes alteration to any existing **Fence** by an addition enlargement, extension or other structural change. **Constructed** and **Construction** shall have corresponding meanings;

“Farm Fence” means a **Fence** of **Open Construction** erected for the purpose of containing livestock, enclosing crops, water areas, woodlots, buildings, fields or laneways or any **“Agricultural Use”** as defined in this **By-law**;

“Fence” means a structure of vertical or horizontal members erected as a barrier, enclosure or delineation along any street or property line and includes: a railing, wall, hedge, line of posts, shrubs, trees, wire, gate, boards, pickets or other similar substances used to enclose or divide in whole or in part a yard or other land, to establish a property boundary, or to provide privacy.

“Grade” means the ground surface elevation of the lands in the original **Township** subdivision **Lot** grading plan approved by **Township** staff, or other ground surface elevation approved by **Township** staff;

“Hazardous” means that which may pose a danger or unsafe condition to **Persons** or animals;

“Height” means the distance measured from the **Effective Ground Level** where the **Fence** posts are embedded to the top of the **Fence**;

“Highway” means a common and **Public Highway**, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property **Lot** lines thereof;

“Invisible Fence” means a wired fence placed underground creating an electrically charged boundary for the purposes of keeping a domestic pet within the confines of a yard without the requirement of a physical **Fence**.

“**Lot**” means a parcel of land which can be conveyed as a separate parcel pursuant to the provisions of the Planning Act, R.S.O. 1990, c. P.13

“**Lot Line**” means any boundary of a **Lot**;

“**Lot Line, Front**” means in the case of an interior **Lot**, the line dividing the **Lot** from the street. In the case of a **Corner Lot**, the shorter lot line abutting a street shall be deemed the **Front Lot Line** and the longer lot line abutting a street shall be deemed an exterior side lot line. In the case of a through lot, the lot line where the principal access to the lot is provided shall be deemed to be the **Front Lot Line**;

“**Multi-Residential Property**” means a **Property** used for or permitted to be used for multiple dwelling units and, includes hotels and motels;

“**Non-Residential Property**” means a **Property** used for uses other than residential use and includes schools and other institutional uses but does not include **Public Highways** or walkways;

“**Non-Climbable**” refers to a **Swimming Pool Enclosure** or **Fence** which has been constructed to restrict the ability of **Persons** to climb it, in line with the provisions of this **By-law**;

“**Normal Farm Practice**” means a practice that,

(a) is conducted in a manner consistent with proper and acceptable customs and standards as established and followed by similar agricultural operations under similar circumstances, or

(b) makes use of innovative technology in a manner consistent with proper advanced farm management practices.

“**Owner**” means the registered **Owner** of the land, the **Person** managing or receiving the rent for the land or premises or the **Person** who wishes to **Erect a Fence**;

“**Officer**” means a Provincial Offences Officer or Municipal Law Enforcement Officer of the **Township** or any other **Person** appointed by or under the authority of a **Township By-Law** to enforce this **By-law**;

“**Open-Fence Construction**” means **Fence** construction that provides motorists and pedestrians with an unobstructed view of people, vehicles and their movements through the entire length of the **Fence**;

“**Parking Lot or Parking Area**” means an area of land comprised of parking spaces and related aisles, maneuvering areas and entrances and exits;

“**Person**” means an individual, association, organization, partnership, limited partnership, corporation, or an individual in their capacity as a trustee, executor, administrator or other legal representative and includes an **Owner**;

“**Property**” means a building or structure or part of a building or structure, and includes the lands appurtenant thereto, including all mobile homes, mobile buildings, mobile structures, outbuildings, **Fences** and erections thereon whether heretofore or hereafter **Erected**, and includes vacant properties;

“**Public Highway**” means lands owned by the **Township** and designated as a common and **Public Highway**, including any street, bridge, trestle,

viaduct or other structure forming part of the highway and, except as otherwise provided, includes a portion of a highway;

“**Public Authority**“ means the federal or provincial government, Crown agents, school boards and regional municipalities to whom the context can apply but specifically excludes the **Township**;

“**Plumb**” means perfectly vertical, or upright maintaining a 90 degrees angle.

“**Rear Lot Line**” shall mean the **Lot** line farthest from and opposite to the **Front Lot Line**;

“**Rear Yard**” means a **Yard** extending from side lot line to side lot line and from the **Rear Lot Line** (or apex of the side lot lines if there is no rear line), to the rear of the main **Building** or structure on the lot, disregarding open or uncovered terraces or steps or minor architectural projections;

“**Residential Area**” means any properties zoned for residential purposes in the **Township Zoning By-law** that includes the following zones: Rural Residential (RR), Village Residential Low Density (R1), and Village Residential Medium Density (R2), as well as Agricultural (A) Zone where the primary use is of a residential character or the **Lot** is being used for residential purposes.

“**Retaining Wall**” means a wall designed to contain and support fill which has a finished grade higher than that of adjacent lands;

“**Scrap**” means fragments, odds and ends or bits and pieces of anything put together to form a **Fence** that is not commonly used for the construction of fences, which includes, but is not limited to: tires, packing crates, **Scrap** metal, or leftover fencing material that is unsightly, such as broken boards, peeling paint, etc;

“**Sign**” means any advertising device or notice and means any visual medium including its structure and other component parts, which is used or is capable of being used to attract attention to a specific subject matter, other than itself, for identification, information, or advertising purposes;

“**Single Family Residential**” means in reference to a **Property**, any **Property** or portion thereof serving a single dwelling unit;

“**Snow Fence**” means any *Fence* used to force drifting snow to accumulate in a predictable place, and which is usually constructed of plastic mesh, lightweight wood strip or wire;

“**Street Line**” means the limit of the street allowance and is the dividing line between a **Lot** and a street.

“**Swimming Pool**” means any privately-owned outdoor body of water, located on privately owned **Property**, contained in part or in whole by artificial means, and used or intended for swimming, diving or bathing, but does not include:

- (a) a farm pond; or
- (b) a body of water or **Swimming Pool** that is less than 76.2 centimetres (approximately 30 inches) in **Depth**;

“**Swimming Pool Enclosure**” means a **Fence**, wall or other structure, including any permitted door, gate or other opening, which surrounds and restricts access to an outdoor **Swimming Pool**;

“Swimming Pool Enclosure Permit” or **“Permit”** means an official document from the **Township** authorizing the **Permit** holder to construct a **Swimming Pool Enclosure** in compliance with this and other **Township** by-laws;

“Swimming Pool, In-Ground” means a **Swimming Pool** that is embedded in the ground or an excavated hole, and is intended to be a year-round structure;

“Swimming Pool, Permanent Above-Ground” means a **Swimming Pool** that is above grade and intended to be a year-round structure;

“Swimming Pool, Seasonal/Temporary” means an above-ground **Swimming Pool** that may be collapsed, removed or otherwise stored when not in use, such as, but not limited to, an inflatable **Swimming Pool**;

“Township” means the Corporation of The **Township** of Guelph/Eramosa.

“Unopened Road Allowance” means lands owned by the **Township** but which have yet to be designated as a **Public Highway** by the enactment of a **By-law**.

“Use, Agricultural” means any general farming or agricultural use which is not obnoxious to the public welfare including but not limited to animal hospitals, apiaries, aviaries, berry or bush crops, animal husbandry, dog kennels or the breeding, boarding or sale of dogs or cats, field crops, forestry research station, goat or cattle dairies, mushroom farms, orchards, riding stables or academies, the raising of sheep or goats, the raising of swine, tree and shrub farms, and such uses or enterprises as are customarily carried on in the field of general agriculture;

“Use, Industrial” means the use of land, building or structures for the warehousing, manufacturing, processing or assembly of materials to finished products or by-products, including the storage of such materials and products;

“Watergate(s)” means gates of porous construction used to keep watercourses stockproof, whatever the level of the water. Such gates are designed to swing up and float as the water rises, allowing water and debris to flow underneath.

“Yard” means a space appurtenant to a **Building**, structure or excavation, located on the same **Lot** as the **Building**, structure or excavation, and which space is open, uncovered and unoccupied from the ground to the sky except for such accessory buildings, structures or uses as are specifically permitted in the **Township** of Guelph/Eramosa **Zoning By-law**.

“Yard, Exterior Side” means a side **Yard** immediately adjoining a public street;

“Yard, Interior Side” means a side **Yard** other than an **Exterior Side Yard**;

“Yard, Front” means a **Yard** extending from side lot line to side lot line and from and parallel to the **Street Line**, to the nearest wall of a **Building** or structure on the lot, disregarding open or uncovered terraces or steps or minor architectural projections; and for the purposes of this **By-law** includes the **Exterior Side Yard** of a **Corner Lot** to the midpoint of a house;

“Zoning By-law” means any **By-law** administered by the **Township** of Guelph/Eramosa passed pursuant to Section 34 of the *Planning Act* or a successor thereof, as may be amended from time to time.

“Zone” or **“Zoned”** means a designated area of land permitted for uses as shown in the **Township’s Zoning By-law**, as amended.

- 3.2. In this **By-law**, unless the context otherwise requires, wording imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine, and further, the converse of the foregoing also applies where the context so requires.
- 3.3. Where any expression of time occurs or where any hour or other period of time is stated, the time referred to shall be standard time except in periods when daylight saving time is in effect, in which periods it shall be daylight saving time.
- 3.4. Where measurements are used in this **By-law**, the Metric system shall be deemed to be the official and required system of measurement. Measurements in the Imperial system are provided for convenience purposes only.

4. GENERAL PROVISIONS

- 4.1. This **By-law** does not apply to:
 - (a) any lands that constitute a **Public Highway**, including lands abutting a **Public Highway** that are held as a reserve by a municipality or other **Public Authority**, or to lands that are being held by a municipality or other **Public Authority** as an **Unopened Road Allowance** or for future **Public Highway** purposes;
 - (b) noise barriers located on public lands;
 - (c) a **Fence** erected upon or abutting land which is used for industrial purposes, for a railway right-of-way, or for hydro, telephone or utility installations, or for public works installations which are **Hazardous** to the public or to municipal recreational facilities;
 - (d) Fences used for the purpose of enclosing a privately owned outdoor tennis court, provided the **Fence** is of chain link construction;
 - (e) a **Fence** Erected in compliance with the Buffer Strip provisions (Section 5.10) of the **Township Zoning By-law**.
- 4.2. Notwithstanding the other provisions of this **By-law**, nothing shall prevent the construction and maintenance of a **Farm Fence** in keeping with a **Normal Farm Practice**.
- 4.3. A **Snow Fence** may be used on private property between November 15 and April 15 and must comply with all corresponding standards in this **By-law** and other **Township** by-laws.
- 4.4. A **Fence** shall be capable of performing safely the function for it was constructed.

- 4.5. A **Fence** shall be kept free from deterioration by the application of paint or other suitable protective materials or constructed of a material that is resistant to such deterioration.
- 4.6. A **Fence** shall be maintained:
- (a) in a structurally sound condition;
 - (b) in good repair, free from cracks, and missing, broken, or warped components;
 - (c) such that all surfaces that have been previously painted, stained, varnished or which have received other similar protective finishes shall be maintained without visible deterioration;
 - (d) free from hazards, including protruding nails, screws and staples;
 - (e) free from posters, **Signs**, notices, advertising materials, words, slogans, pictures, drawings, or other defacements;
 - (f) in a **Plumb** condition, unless specifically designed to be other than vertical;
 - (g) so that it is of uniform appearance; and
 - (h) so that it does not create an unsightly appearance.
- 4.7. A **Fence** erected adjacent to public or **Township Property** shall be built and contained entirely within the limits of the subject **Property**.

5. APPLICABILITY OF LINE FENCES ACT

- 5.1. The provisions of the **Act**, except for section 20 of the **Act**, shall no longer apply in the **Township**.
- 5.2. The provisions of this **By-law** do not apply in the following circumstances:
- (a) to any lands that constitute a **Public Highway**, including lands abutting a **Public Highway** that are held as a reserve by a **Township** or other **Public Authority**, or to lands that are being held by a **Township** or other **Public Authority** as an **Unopened Road Allowance** or for future **Public Highway** purposes.
 - (b) Where an **Owner** has initiated proceedings under the **Act** prior to the date of enactment of this **By-law**.

6. RESTRICTIONS ON FENCES

- 6.1. No **Person** shall own, **Construct**, **Erect**, maintain or **Fence** in contravention of the provisions of this **By-law** unless such **Fence** existed prior to the passing of this **By-law** and is not moved, altered or enlarged in any way.
- 6.2. No **Person** shall own, **Construct**, **Erect**, maintain or keep a **Fence** in a manner that impedes, obstructs or alters the flow of water drainage.

- 6.3. No **Person** shall own, **Construct, Erect**, maintain or keep a **Fence** unless it's constructed of durable materials, suitable for its intended use and is capable of supporting the intended structural loads.
- 6.4. No **Person** shall **Erect** a **Fence** on a municipal road allowance or right of way unless such **Fence** has been so authorized by a written encroachment agreement with the **Township**.
- 6.5. No **Person** shall own, **Construct, Erect**, maintain or keep a **Fence** which is used or could be used as a support for any structure, object or thing that could exert a lateral force against or upon that **Fence**.
- 6.6. No **Person** shall use any barbed wire or other barbed or sharp materials in the erection of or construction of, or in connection with, any **Fence** in the **Township**, except where all of the following conditions are met:
- (a) the **Fence** is located on land **Zoned** for **Agricultural or Industrial Use**; and
 - (b) any barbed wire or other barbed or sharp materials are used at a **Height** of at least 1.8 metres (approximately 6 feet) above the **Grade**.
- 6.7. No **Person** shall permit a **Fence** or any attachment to a **Fence** to be used as a conductor of an electrical current, except where all of the following conditions are met:
- (a) the **Fence** is located on land **Zoned** for **Agricultural Use**;
 - (b) the land is in actual use for raising livestock;
 - (c) the **Fence** does not carry an electrical charge of more than 12 volts;
 - (d) the **Fence** is designed and installed only to contain livestock; and
 - (e) the **Fence** has **Signs** installed at not more than 12.0-metre (approximately 39 feet) intervals along the **Fence**, warning that the **Fence** carries electricity.
- 6.8. No **Person** shall **Erect** a **Fence** upon a **Property** boundary at a location where a maintenance easement exists, unless:
- (a) permitted on the registered title of the **Property**; or
 - (b) the **Fence** contains a gate within the limits of the maintenance easement of at least 0.9 metres (approximately 3 feet) in width which provides access to maintenance easement lands; or
 - (c) authorized by the **Township**, municipal, provincial or federal government or their agencies, boards, commissions, departments or other bodies.
- 6.9. No **Person** shall **Erect**, cause or permit to be Erected or maintain a **Fence Constructed** with plywood, railway ties, **Scrap** or **Hazardous** material.

- 6.10. No **Person** shall construct a **Fence** over a **Drainage Easement** or watercourse without constructing a **Watergate** sufficient to ensure adequate drainage.
- 6.11. All **Watergates** on **Fences** shall at all times be kept free from obstructions.
- 6.12. No **Person** shall Erect a **Division Fence** that is greater than 20.0 centimetres (approximately 7.9 inches) wide where such **Fence** straddles a **Property** boundary.
- 6.13. No **Person** shall **Erect**, own or maintain, or cause or allow the **Erection** or maintenance of any **Fence** that uses sheet metal or corrugated metal panels of any material, or any materials not usually intended for use in permanent fencing, unless specifically permitted by this **By-Law**.
- 6.14. No **Person** shall install a gate in a **Fence** adjacent to a park that creates an access point to a park.

7. FENCE HEIGHT AND CONSTRUCTION

- 7.1. No **Person** shall, **Erect, Construct** or maintain a **Fence** that exceeds the maximum **Heights** listed in Table 'A' and as illustrated in Schedule "B" of this By-law.

TABLE A MAXIMUM FENCE HEIGHT				
	Location	Single / Semi Detached Residential Property	Multiple Residential Property	Non-Residential Property
1	Exterior Side Yard within 4 metres of Front Lot / Street Line from the rear of the building to the Rear Lot Line	1.9 m (6 ft 2 inches)	1.9 m (6 ft 2 inches)	1.9 m (6 ft 2 inches)
2	Interior Side Yard between buildings	1.9 m (6 ft 2 inches)	1.9 m (6 ft 2 inches)	2.5m (8 ft 2 inches)
3	Rear Yard not within 4 metres of lot / street line	2.5m (8 ft 2 inches)	2.5m (8 ft 2 inches)	2.5m (8 ft 2 inches)
4	Front Yard and remainder of Exterior Side Yard	1.07 m (3ft 6 inches)	1.07 m (3ft 6 inches)	1.07 m (3ft 6 inches)
5	Sight Triangle/ – Driveway Sight Triangle	0.8 m (2ft 7 inches)	0.8 m (2ft 7 inches)	0.8 m (2ft 7 inches)
6	Unroofed deck in Rear Yard	1.9 m (6 ft 2 inches) above surface of deck	1.9 m (6 ft 2 inches) above surface of deck	1.9 m (6 ft 2 inches) above surface of deck
7	Abutting Multiple Residential Property	2.5m (8 ft 2 inches)	2.5m (8 ft 2 inches)	2.5m (8 ft 2 inches)
8	Abutting a Highway or walkway but not in a front or exterior side yard	2.5m (8 ft 2 inches)	2.5m (8 ft 2 inches)	2.5m (8 ft 2 inches)

9	Tennis court, baseball diamond, or other recreational facility	3 m (9 ft 10 inches)	3 m (9 ft 10 inches)	3 m (9 ft 10 inches)
10	Any other fence	1.9 m (6 ft 2 inches)	1.9 m (6 ft 2 inches)	2.5m (8 ft 2 inches)

7.2. Height and Location

- (a) No person shall, within a **Front Yard, Erect** or cause to be erected or maintain or permit a Fence exceeding 1.07 metres (3 feet, 6 inches) in Height from the **Effective Ground Level**, as shown on the attached sketch (Area 1) of Schedule 'B'.
- (b) No person shall, within a **Daylighting Triangle, Sight Triangle, or Driveway Sight Line Triangle, Erect** or cause to be erected or maintain or permit a Fence exceeding 0.8 metres (2 feet, 7 inches) in Height above the travelled portion of the abutting streets, as shown on the attached sketch (Area 4) of Schedule 'B'.
- (c) No person shall within an Interior **Side Yard**, from the rear of Building to the front of **Building**, or **Exterior Side Yard**, from the rear of the **Building** to the **Rear Lot Line, Erect** or cause to be erected or maintain or permit a Fence exceeding 1.9 metres (6 feet, 2 inches) above **Effective Ground Level** as shown on the attached sketch (Area 2) of Schedule 'B'.
- (d) No person shall within a **Rear Yard Erect**, cause to be erected or maintain or permit a Fence exceeding 2.5 metres (8 feet, 2 inches) above **Effective Ground Level**, as shown on the attached sketch (Area 3) of Schedule 'B'.
- (e) Notwithstanding 7.2(c) above, a Fence located in an **Exterior Side Yard**, not exceeding 2.5 metres (8 feet 2 inches) above **Effective Ground Level**, may be erected 4 metres (13 feet, 1 inch) back from the property/street line, from the midpoint of the house to the **Rear Lot Line**, as shown in the attached sketch (Area 3) of Schedule 'B'

7.3. Notwithstanding any provision set out in this By-law, no person shall **Erect**, cause to be erected, maintain or permit a Fence that obstructs the view of a motorist or is determined to be Hazardous under this or any other legislation or by-law, as determined by the Director of Public Works for the **Township** or an **Officer**.

7.4. Notwithstanding any provision set out in this By-law, no person shall **Erect**, cause or permit to be erected or maintain a Fence that obscures clear visibility of normal approaching pedestrian or vehicular traffic, as determined by the Director of Public Works for the **Township**.

7.5. Any Fence or portion of the Fence which obstructs the sightline of vehicular or pedestrian traffic, must be of **Open-Fence Construction** or **Erected** to create a **Sight Triangle**, to the satisfaction of **Township** staff, such that:

- (a) any Fence within 2.4 metres (approximately 7 feet 10 inches) of any driveway shall be an open mesh chain-link Fence or of an equivalent **Open-Fence Construction** for at least 2.4 metres (approximately 7 feet 10 inches) from the **Lot Line** at

which the driveway begins so as not to obstruct the view of the boulevard or **Highway**;

- (b) any **Fence** in a **Parking Lot** or within a **Parking Area** shall be of an **Open-Fence Construction**, such as an open mesh chain-link Fence. Any **Fence** in a **Parking Lot** or within a **Parking Area**, including, any vegetation on or about such **Fence**, shall not restrict the sightlines of vehicular or pedestrian traffic;
- (c) vegetation shall not be permitted to obstruct the view through **Open-Fence Construction**; and
- (d) any other **Fence** or portion of the **Fence** which obstructs the **Sight Lines** of vehicular or pedestrian traffic.

7.6. Where a **Yard** of one **Property** abuts the **Yard** of an adjoining **Property**, and at least one of the abutting **Yards** fronts onto a **Public Highway** and has the governmental approved access onto such **Public Highway**, then either:

- (a) any **Fence Erected** must be of **Open-Fence Construction**;
or
- (b) any **Fence** must be **Erected** to create a **Sight Triangle** to the satisfaction of **Township** staff.

7.7. An **Invisible Fence** shall be contained within the property limits of the subject **Property**.

8. REGULATIONS UNDER THE TOWNSHIP OF GUELPH/ERAMOSAZONING BY-LAW

8.1. A **Fence** within or abutting a **Daylighting Triangle**, **Sight Line Triangle** or **Driveway Sight Line Triangle** shall, notwithstanding anything to the contrary within this **By-law**, also comply with the regulations and definitions set out in the **Township of Guelph/Eramosa Zoning By-law**.

8.2. The provisions of the Township's **Zoning By-law** regarding **Yard encroachments**, temporary uses and setbacks and any other restrictions pertaining to the erection of a **Fence** in a **Residential Area** shall apply and supersede this **By-law** in the event of a conflict.

9. DIVISION FENCES

9.1. An **Owner** of land may **Construct**, replace, repair and maintain a **Division Fence**, subject to compliance with the provisions in this **By-Law**.

9.2. Where the **Owners** of adjoining lands are in agreement or are able to reach an agreement on the details of the construction or replacement of a **Division Fence**, each of them shall **Construct** or replace a reasonable proportion of the **Division Fence**, or shall bear a reasonable and just proportion of the cost of any work required to do so, in accordance with the agreement reached between the **Owners**, regardless of any provision to the contrary in this **By-law**.

9.3. Where the **Owners** of adjoining lands cannot agree or reach an agreement as referred to in section 9.2 above, an **Owner** desiring to

Construct or replace a **Division Fence** may do so subject to complying with the following requirements:

- (a) the **Owner** must deliver a notice (the "Notice of Intent") to the **Adjoining Owner** by registered mail, advising of his or her intent to **Construct** or replace a **Division Fence**;
- (b) the Notice of Intent must contain the following minimum information:
 - (i) a copy of three (3) written quotes for the **Actual Cost** or basic cost for the fencing work to be undertaken;
 - (ii) a paragraph stating that "the construction or replacement of the **Division Fence** will commence fourteen (14) business days after the date of mailing of this Notice of Intent and the **Owner** may seek a contributory payment for the work to the **Division Fence** from the **Adjoining Owner** in accordance with the applicable **By-law**";
 - (iii) a further paragraph stating that "the **Adjoining Owner** may obtain three (3) additional quotes for presentation to the **Owner** not later than ten (10) business days from the date of mailing of the Notice of Intent";
 - (iv) a complete copy of this **By-law** must be attached to the Notice of Intent.

9.4. In cases where the cost of construction or replacement of a **Division Fence** is in dispute, the cost shall be apportioned as follows:

- (a) the **Adjoining Owner** shall pay fifty percent (50%) of the **Basic Cost** or fifty percent (50%) of the **Actual Cost**, whichever is the lesser, having considered all the fencing quotes exchanged, and
- (b) the **Owner** shall pay the balance of the **Actual Cost**.

9.5. Subject to Sections 9.6 and 9.7, once a **Fence** has been **Erected**, the cost of repairs or maintenance to a **Division Fence** shall be borne equally by the **Owner** and the **Adjoining Owner**.

- 9.6. (a) The cost of repairs to a **Division Fence** shall be borne by the **Owner** if he or his invitees caused the damage necessitating the repair;
- (b) The cost of repairs to a **Division Fence** shall be borne the **Adjoining Owner** if her or his invitees caused the damage necessitating the repair.
- (c) Subject to Section 9.7, the cost of repairs to a **Division Fence** shall be borne equally by the **Owner** and the **Adjoining Owner** if the damage necessitating the repair was caused by a natural disaster.

9.7. If a tree causes damage to a **Division Fence**, whether by accident or one or more persons' carelessness, negligence, deliberate intent or otherwise, the **Owner** of the land on which the tree stood shall, at his sole, expense, forthwith remove the tree debris and repair the **Fence**.

- 9.8. Where the **Township** is the **Adjoining Owner** of lands other than lands as described in subsection 5.2(a), the cost of construction, replacement, repair or maintenance of a **Division Fence** shall be maintained by the **Owner**. The **Owner** shall pay one hundred percent (100%) of the cost of any repair or restoration work.
- 9.9. Any **Owner** desiring to enforce the provisions of this **By-law** shall, within ninety (90) days after completion of the **Construction** of the **Division Fence**, serve or cause to be served on the **Adjoining Owner** a notice by registered mail requiring compliance with this **By-law** by means of payment of that adjoining owner's portion of the **Basic Cost**; and, if such compliance does not take place within thirty (30) days after service of the notice, the owner may take appropriate civil proceedings or proceedings under the *Provincial Offences Act* to recover the proportionate share of the cost of the work from the **Adjoining Owner**.

10. **SWIMMING POOL ENCLOSURE REQUIREMENTS**

- 10.1. The **Owner** of a **Swimming Pool** shall **Erect** and maintain the area around the **Swimming Pool**, and shall ensure that the **Swimming Pool Enclosure**:
- (a) Shall meet the applicable criteria found in Schedule "A":
 - (b) Is in compliance with this **By-law** such that it is structurally sound, stable, safe and capable of performing its intended use.

11. **SWIMMING POOL ENCLOSURE PERMITS**

- 11.1. No **Owner** shall excavate for or **Erect**, or cause or allow excavation for or erection of a **Swimming Pool** without first obtaining the appropriate **Swimming Pool Enclosure Permit** certifying approval from the **Chief Building Official**, for the construction of a **Swimming Pool Enclosure** for the **Swimming Pool**.
- 11.2. No **Owner** shall use a **Retaining Wall** as a **Swimming Pool Enclosure**.
- 11.3. Notwithstanding 11.1, a temporary **Fence** shall be **Erected** prior to any excavation or erection related to the **Swimming Pool** or **Swimming Pool Enclosure**, such that the temporary **Fence** shall be **Erected** in a good, workmanlike manner and shall consist of:
- (a) Steel "T" posts spaced at not more than 1.2 metres (approximately 4 feet) apart;
 - (b) embedded at least 60.0 centimetres (approximately 2 feet) into the ground;
 - (c) with 3.8-centimetre (approximately 1.5-inch) plastic mesh fencing at least 1.5 metres (approximately 5 feet) high that is securely fastened to the posts at 20.0-centimetre (approximately 7.9-inch) centres;
 - (d) be horizontally secured at the top and bottom by an eleven-gauge steel lacing cable threaded through the mesh and looped and fastened to each post, or any other **Fence** acceptable to an **Officer** or **Chief Building Official**.
- 11.4. An application made by an **Owner** for a **Swimming Pool Enclosure Permit**, including an **In-Ground**, **Permanent Above-Ground** or

Seasonal/Temporary Swimming Pool Enclosure Permit, shall be in the form required by the **Chief Building Official** and shall be accompanied by:

- (a) a description of the pool, including whether it is an **In-Ground, Permanent Above-Ground or Seasonal/Temporary Swimming Pool**;
 - (b) plans showing the location of the **Swimming Pool** and septic system (if applicable), in relation to **Lot Lines** and adjacent buildings;
 - (c) plans providing complete details of the **Swimming Pool Enclosure**;
 - (d) stormwater and/or grading control plan as required and to the satisfaction of the **Township**;
 - (e) plans providing any other details and information required by the **Chief Building Official**, for determining compliance with this **By-law**;
 - (f) payment of the non-refundable **Swimming Pool Enclosure Permit** application fee set out in the **Township's Building Department Fees By-law**; and
 - (g) payment of a **Swimming Pool Enclosure Permit** deposit for **In-Ground Swimming Pool Enclosure Permits** as set out in the **Township's Building Fees By-law**.
- 11.5. An **In-Ground or Permanent Above-Ground Swimming Pool Enclosure Permit** is only required to be obtained once for a given **Swimming Pool** on a given **Lot**.
- 11.6. Once a **Swimming Pool Enclosure Permit** has been approved for a given **Lot**, the **Permit Holder** may **Erect** the **Seasonal/Temporary Swimming Pool** subsequent times without obtaining an additional **Swimming Pool Enclosure Permit**, provided that the original **Swimming Pool Enclosure Permit** was not revoked; and that the **Seasonal/Temporary Swimming Pool** is **Erected** within the dimensions and same location of the **Swimming Pool** shown on the **Permit** application.
- 11.7. The **Chief Building Official** shall refuse, revoke or apply conditions to a **Swimming Pool Enclosure Permit** if:
- (a) the proposed **Swimming Pool Enclosure** would contravene this **By-law** or any other applicable law;
 - (b) the **Swimming Pool Enclosure Permit** was issued in error or on mistaken, false or incorrect information; and/or
 - (c) the required **Swimming Pool Enclosure Application Fee**, set out in **Township's Building Fees By-Law**, has not been paid.
- 11.8. No **Person** shall place water in a privately-owned outdoor **Swimming Pool**, or allow water to remain therein unless the **Swimming Pool Enclosure** prescribed by this **By-law** has been inspected and approved by the **Township** as **Erected**.

- 11.9. Notwithstanding 11.7, if necessary to prevent damage to the **Swimming Pool**, a Person may fill a **Swimming Pool** with water when temporary fencing has been **Erected** in compliance with this **By-law**, only to the **Depth** necessary to prevent damage; however, the **Swimming Pool** shall not be used until the **Swimming Pool Enclosure** has been **Erected** and inspected by a **Chief Building Official** or an **Officer** who has confirmed it is in full compliance with this **By-Law**.
- 11.10. The **Owner** of the **Swimming Pool** shall contact the **Township** once the **Swimming Pool Enclosure** is complete and ready for inspection and shall pay any required re-inspection fees as set out in the **Township's Fees and Charges By-Law**.
- 11.11. If the **Swimming Pool Enclosure** has not passed the final inspection within one year of the date of issuance, the **Swimming Pool Enclosure Permit** will expire unless the **Owner** has applied for and obtained a one-year **Swimming Pool Enclosure Permit** extension in the form required by the **Chief Building Official**, and shall be accompanied by payment of the non-refundable fee set out in the **Township's Building Fees By-Law**.
- 11.12. If a decision is made by the **Chief Building Official** to place conditions on, refuse or revoke the application or **Permit**, the **Chief Building Official** shall provide a written notice of that decision to the **Owner** advising of the decision with respect to the **Application** or **Permit**.
- 11.13. The written notice given in Section 11.12 shall:
- (a) set out the grounds for the decision;
 - (b) give reasonable particulars of the grounds;
 - (c) be signed by the **Chief Building Official**; and
 - (d) state that the **Owner** is entitled to appeal the decision to the **Committee** within fourteen (14) days after the notice is served, by providing a notice in writing to the **Township** or in other prescribed form as determined by the **Township**.
- 11.14. Where no appeal is registered within the required time period, the decision of the **Chief Building Official** shall be final.

12. **ORDERS**

- 12.1. An **Officer** or a **Chief Building Official** may issue an **Order** to any **Person** governed by the provisions of this **By-law**, directing such **Person** to:
- (a) discontinue a contravening activity; or
 - (b) do work to correct a contravention.
- 12.2. Every **Person** who fails to comply with an order made under section 12.1 is guilty of an offence.
- 12.3. Where an order issued under section 12.1 is not complied with within the time period stipulated therein, the **Township** may carry out, or cause to be carried out, any work necessary to bring any property in compliance with this **By-law**.

12.4. The **Township** may recover its Costs of remedying a violation of this **By-law** by invoicing the **Owner**, by initiating court proceedings or by adding the costs, including interest, to the tax roll in the same manner as municipal taxes in accordance with section 446 of the Municipal Act, 2001 and the exercise of any one remedy shall not preclude the exercise of any other available remedy.

13. SERVICE OF DOCUMENTS

13.1. Service of any document, including an order under this **By-law** may be given in writing in any of the following ways and is effective:

- (a) when a copy is delivered to the **Person** to whom it is addressed;
- (b) on the 5th day after a copy is sent by regular or registered mail to the **Person's** last known address;
- (c) by email to the last known email address of the **Person** to whom service is required to be made;
- (d) by placing a placard containing the terms of the document or order in a conspicuous place on the property to which the document or order relates and shall be deemed to be sufficient service to the **Owner**.

14. VARIANCE FROM BY-LAW

14.1. An **Owner** of a property making an application for a variance from the requirements of this **By-law** shall:

- (a) submit a complete application in the form provided by the Township;
- (b) submit plans showing the location of the **Fence**, buildings, structures, septic system, tile bed, well, outdoor swimming pool, and outdoor **Swimming Pool Enclosure** including gate and door locations, as applicable and in relation to **Lot Lines**;
- (c) provide details regarding the variance including why it is desired;
- (d) submit any other documents as may be required by the **Township**;
- (e) submit the prescribed application fee, according to the Township's Fees and Charges **By-law**.

15. ESTABLISHMENT OF A VARIANCE COMMITTEE

15.1. The **Committee** shall hear applications for variances to the provisions of this **By-law**.

16. POWERS OF THE COMMITTEE

16.1. The **Committee** is delegated authority by **Council** to hear and render decisions regarding an application for a variance to this **By-law**.

16.2. The **Committee**, upon application of the **Owner** of any lot affected by this **By-law**, or any **Person** authorized in writing by the **Owner**, may authorize a variance from the provisions of this **By-law**.

16.3. The **Committee**, upon receiving an application for a variance, shall consider:

- (a) whether the request is minor in nature;
- (b) whether the proposed variance is desirable and in keeping with **Fences** in the area; and
- (c) whether the proposed variance affects the safety of sight lines;
- (d) whether the proposed **Swimming Pool Enclosure** meets the intent of the safety and construction standards established by this **By-law**;

16.4. The **Committee**, upon hearing an application for a variance shall render a decision.

16.5. The decision of the **Committee** regarding an application for a variance shall be final and binding.

17. **APPLICATION AND HEARING PROCESS**

17.1. The hearing on any application for a variance shall be held within forty (40) days after the application is received by the Clerk's and Legislative Services Department for the **Township** unless the existence of exigent circumstances prevents the hearing from being held within this timeframe.

17.2. The **Township**, before the **Committee** hears an application, shall give notice of the application in a manner and containing the information set out in section 17.4.

17.3. Notice of a hearing on an application for a variance shall be circulated by the Clerk's and Legislative Services Department at least ten (10) days before the day of the hearing on an application for a variance to this By-law:

- (a) On the **Township's** website; and
- (b) To the Chief Building Official, Public Works Director and the By-law Enforcement Officer for the purpose of providing comments or concerns with the variance request.

17.4. The posted Notice of hearing shall include the following:

- (a) The date, time and location of the hearing
- (b) An explanation of the purpose and effect of the proposed variance
- (c) A description of the subject land or the municipal address
- (d) How to obtain additional information regarding the application
- (e) How to obtain a copy of the decision

17.5. No decision of the **Committee** on an application is valid unless it is concurred in by the majority of the members of the **Committee** that heard the application, and the decision of the **Committee**, whether granting or refusing an application, shall be in writing and shall set out the reasons for the decision, and shall be signed by the members

who concur in the decision.

- 17.6. Any authority or permission granted by the **Committee** may be for such time and subject to such terms and conditions as the **Committee** considers advisable and as are set out in the decision.
- 17.7. The Clerks and Legislative Services Department shall no later than ten (10) days from the making of the decision send one (1) copy of the decision:
 - (a) to the applicant;
 - (b) to each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the Clerks and Legislative Services Department a written request for notice of the decision; and
 - (c) to the By-law Enforcement Department, Building Department and Public Works Department.

18. **ENFORCEMENT AND PENALTY PROVISIONS**

- 18.1. The enforcement of this **By-law** shall be conducted by an **Officer**, a **Chief Building Official**, or any agent or employee of the Township acting under this **By-law**.
- 18.2. An **Officer**, employee, or agent of the **Township** acting under this **By-law** may enter and inspect all lands, buildings, structures or parts thereof that are subject to this **By-law** at any reasonable time with or without notice at the discretion of the **Township** for the purposes of determining whether there is compliance with this **By-law**.
- 18.3. Every **Person** who contravenes any provision of this **By-law**, and every Director or Officer of a corporation who concurs in such contravention by the corporation, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as it may be amended from time to time.
- 18.4. In addition to subsection 18.3, any **Person** who is charged with an offence under this **By-law** in accordance with Part III of the *Provincial Offences Act* and is found guilty of the offence, is liable, in addition to any other penalties:
 - (a) If an individual, to a fine of not more than \$5,000; or
 - (b) If a corporation, to a fine of not more than \$10,000.
- 18.5. No **Person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this **By-Law**.
- 18.6. Every **Person** who is alleged to have contravened any of the provisions of this **By-law** shall identify themselves to an **Officer** or a **Chief Building Official** upon request; failure to do so shall be deemed to have hindered or obstructed an **Officer** or a **Chief Building Official** in the execution of his or her duties.
- 18.7. Upon conviction, any penalty imposed under this **By-law** may be collected under the authority of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended.

- 18.8. If a **Person** is convicted of an offence under this **By-law**, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **Person** convicted.
- 18.9. With respect to the **Swimming Pool Enclosure** deposit in Section 11.3:
- (a) The **Chief Building Official**, or an **Officer**, may use any amount from the deposit to cover any remedial action or other costs incurred by the **Township** as a result of the **Swimming Pool Enclosure**.
 - (b) Deposits shall be applied to any damages or to any other costs incurred by the **Township** to bring the **Public Highway** or other **Township Property** back to its condition prior to the event and will not be returned until after the **Swimming Pool Enclosure Permit** holder is in compliance with this and other by-laws, and other pertinent regulation.
 - (c) Where the costs associated with any remedial action taken by the **Township** exceed the amount of the deposit, the **Township** shall issue a bill for the difference. Where the bill is not paid in a timely manner, the billed amount shall be considered a debt to the **Township** and added to the tax roll of the **Swimming Pool Enclosure Permit** holder.

19. **LIABILITY**

- 19.1. The provisions of this **By-law** shall not be construed as relieving or limiting the responsibility or liability of any **Person** who has lawfully or unlawfully **Erected**, placed, and/or **Altered** a **Fence** which has contributed to any personal injury, including injury resulting in death or **Property** damage, or from acts or omissions of such **Person**, or their agents, employees or contractors, in the erection, placement and/or alteration of a **Fence**.
- 19.2. Likewise, provisions of this **By-law** shall not be construed as acceptance by the **Township**, its **Officers**, employees, or agents of any responsibility or liability whatsoever by reason of allowing, approving the request for, or activities related to the erection of a **Fence**, granting a **Fence** variance or **Swimming Pool Enclosure Permit**. The **Township** is not responsible for any damages, losses or injuries caused by or to the erection of a **Fence** or **Swimming Pool Enclosure**. For further clarity, the **Township** is not responsible for any damages caused as a result of the **Township's** operations, including, but not limited to, investigation of **Fence**-related complaints or **Fence** inspections.

20. **SCHEDULES**

- 20.1. The Schedules "A" and "B" appended to this **By-law** are incorporated into and form part of this **By-law**.
- 20.2. Schedule "C" (Short Form Wording and Set Fines) attached hereto does not form part of this **By-law**.

21. **CONFLICT WITH OTHER TOWNSHIP BY-LAWS**

21.1. Where there is a conflict or contradiction between this **By-law** and any other **By-law** of the **Township**, the provisions establishing the more restrictive standard shall prevail.

22. **REPEAL OF OTHER BY-LAWS**

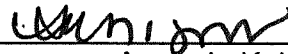
22.1. The Fencing By-law 52/2007 and Fences and Gates Around Swimming Pools By-law 30/2005, are hereby repealed and replaced.

This **By-law** shall come into force and effect on the date it is passed.

PASSED
this 2nd day of October, 2023.



Chris White, Mayor



Amanda Knight, Clerk

SCHEDULE 'A' TO BY-LAW 47-2023

SWIMMING POOL ENCLOSURE REQUIREMENTS

Height and Entrance Requirements

1. The **Owner** of a pool shall **Erect** and maintain around the pool a **Fence** or wall, or a combination thereof, which shall meet the criteria as shown in Table 'B' and the following:
 - (a) A wall including the outside wall of a building may be used as one or more sides of a **Fence** provided that the main entrance to the building shall not be located in such wall. If a service entrance is located in such a wall, it shall have a self-closing door equipped with a self-latch device located not less than 1.22 metres (approximately 4 feet) above the bottom of the door.
 - (b) The **Fence** and/or wall shall be a minimum of 1.5 metres (approximately 5 feet) in **Height** above the **Grade** of the lands with a Single Family **Residential Property** and 1.8 metres (approximately 5 feet 11 inches) above the **Grade** of the lands with all other properties. The **Grade** of the lands for the purpose of this section shall mean the **Grade** of the lands located on the outside of the **Fence** located within 0.9 metres (approximately 3 feet) of the **Fence**.
 - (c) Notwithstanding Schedule "A" section (1), if a **Swimming Pool Enclosure** is **Erected** in compliance with this provision and the **Grade** of the lands that are adjacent to the **Lot** on which the **Swimming Pool** is **Erected** is raised, the **Swimming Pool Enclosure** shall be deemed to remain in compliance.

Table B				
Minimum Height of Outdoor Swimming Pool Enclosure				
	Enclosure Type	Single-Family Residential Property	Multiple Residential Property	Non Residential Property
1	All Fences	1.5 m (4 ft 11 inches)	1.8 m (5 ft 10 inches)	1.8 m (5 ft 10 inches)

Materials and Standards

2. The **Swimming Pool Enclosure** shall be constructed by the **Owner** with the following materials and standards:
 - (a) A Chain Link Fence may be **Erected** provided that such a **Fence** shall not be less than 12-gauge wire with not more than 5.0-centimetre (approximately 2.0 inches) mesh, or other chain link of equivalent strength with mesh not exceeding 5.0 centimetres (approximately 2.0 inches);
 - (b) A Wood Board **Fence** or Wrought Iron **Fence** may be **Erected** provided that such **Fence** meets the following criteria:
 - i. Vertical boards or iron bars shall not be placed more than 10 centimetres (approximately 4 inches) apart.
 - ii. Vertical boards shall be of not less than 1.90 centimetres by 8.90centimetre (approximately 1 inch by 4-inch lumber) and

shall be attached to rails that are not less than 3.8 centimetres by 8.9 centimetres (approximately 2 inches by 4-inches) in size.

- iii. The rails of vertical boards shall be supported on posts that are a minimum dimension of 10.0 centimetres (approximately 4 inches) spaced not more than 2.4 metres (approximately 8 feet) apart and horizontal rails less than 1.2 metres (approximately 4 feet) apart and embedded to a minimum **Depth** of 0.60 metres (approximately 2 feet) below **Grade**.
- (c) A glass **Swimming Pool Enclosure** may be **Erected** provided that such **Fence** meet the following criteria:
- i. Glass panels shall be located so there is no opening of more than 3.8 centimetres (approximately 1.5 inches) between the panel and the post where horizontal elements are spaced less than 1.2 metres (approximately 4 feet) apart, and not more than 10.0 centimetres (approximately 3.9 inches) apart where horizontal elements are spaced more than 1.2 metres (approximately 4 feet) apart;
 - ii. Horizontal elements shall be supported on posts that are spaced not more than 2.4 metres apart (approximately 8 feet), securely fastened to the ground and structurally sound or an alternative design created and certified by an engineer to the satisfaction of the **Township**.
 - iii. The **Swimming Pool Enclosure** meets Canadian General Standards Board (CAN/CGSB) standards, including CAN/CGSB-12.1-M Glass standards for Tempered or Laminated Safety Glass or Wired Safety Glass, or successor standards, to the satisfaction of **Township** staff.
- (d) A metal picket **Fence** used in a **Swimming Pool Enclosure** shall be constructed as follows:
- i. Vertical pickets shall be spaced not more than 3.8 centimetres apart where horizontal rails are spaced less than 1.2 metres (approximately 4 feet) apart and not more than 10.0 centimetres apart where horizontal rails are spaced at least 1.2 metres (approximately 4 feet) apart; and
 - ii. Horizontal rails shall be supported on posts that are spaced not more than 2.4 metres apart, securely fastened to the ground and structurally sound.
- (e) A masonry wall that is not a part of a building and is used in a **Swimming Pool Enclosure** is as follows:
- i. The wall shall present a minimum 1.5-metre (approximately 5 feet) **Non-Climbable** surface to the exterior of the enclosed area.
 - ii. It shall be constructed of a minimum double course brick or single course concrete block with a minimum width of 20.0 centimetres, and securely attached to a minimum 1.5-metre (approximately 5 feet) deep concrete foundation.
 - iii. Where the wall abuts a building or gate there shall be no opening between the wall and the building or gate which

exceeds 3.8 centimetres where there are horizontal elements less than 1.2 metres (approximately 4 feet) apart, or which exceeds 10.0 centimetres where there are no horizontal elements or where horizontal elements are in excess of 1.2 metres apart.

- (f) Other forms of **Swimming Pool Enclosures** may be **Erected** provided that they are constructed to be similarly **Non-Climbable** and provide an equivalent degree of safety, such that for the first 1.5 vertical metres (approximately 5 feet) of the **Swimming Pool Enclosure**, as measured from **Grade** upwards must meet the following applicable conditions:
- i. Any **Swimming Pool Enclosure** of chain link construction, has mesh not greater than 5.0 square centimetres (approximately 2.0 square inches) for a minimum of 1.5 metres (approximately 5 feet) vertically;
 - ii. no horizontal opening or step is greater than 3.8 square centimetres (approximately 1.5 square inches) in width for 1.2 metres (approximately 4 feet) vertically, or where horizontal components are a minimum of 1.5 metres (approximately 5 feet) apart, there shall be no opening greater than 10.0 centimetres (approximately 4 inches);
 - iii. any diagonal components, such as a lattice **Fence**, the maximum opening formed by the diagonal members should be no more than 5.0 square centimetres (approximately square 2.0 inches) for a minimum of 1.5 metres (approximately 5 feet) from **Grade**;

Requirements – Swimming Pool Enclosure Gates

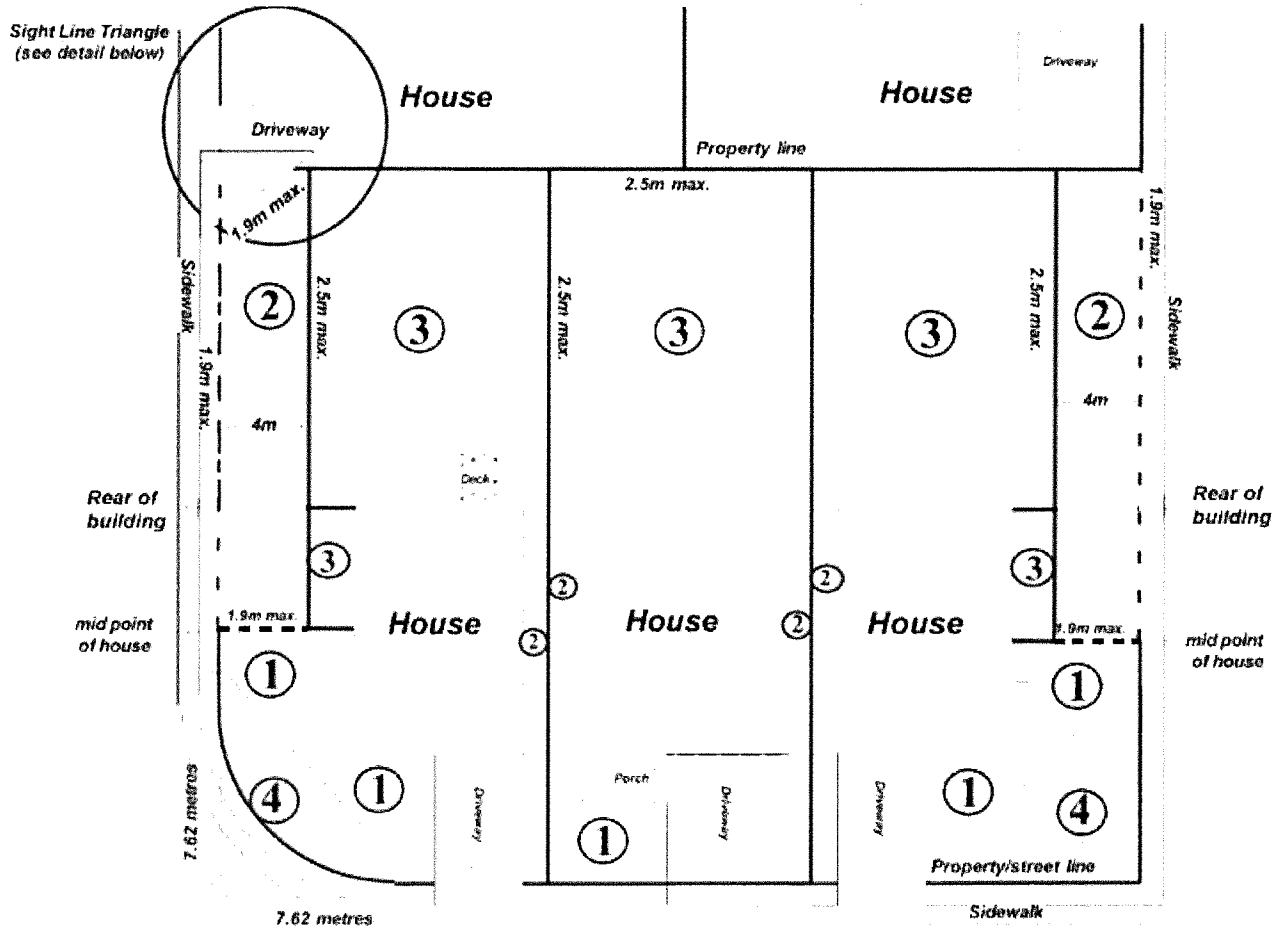
3. The **Owner** is required to all gates in the **Swimming Pool Enclosure** shall meet the following requirements:
- (a) It shall be constructed of similar fencing material as the **Swimming Pool Enclosure** or of a material of equivalent or greater strength, and shall adhere to Section 2 based on the type of **Fencing** used or approved for enclosure.
 - (b) It will have an equivalent degree of safety as the supporting **Swimming Pool Enclosure**.
 - (c) It shall comply with the **Height** requirements for the **Swimming Pool Enclosure**.
 - (d) It shall be supported by hinges and be equipped with self-closing and self-latching devices on the inside of the **Gate** at a point not less than 1.5 metres (approximately 5 feet) in **Height**.
 - i. All automatic closing devices and their power backup systems shall be in compliance with the applicable product and installation standards of the Canadian Standards Association.
 - (e) Shall be constructed so that there shall not be a projection, rail, attachment or bracing that will facilitate climbing thereof from the outside.
 - (f) Shall be kept closed and locked at all times.

- (g) The bottom of the gate shall be located not more than 5.0 centimeters (approximately 2 inches) above **Grade** at any point.

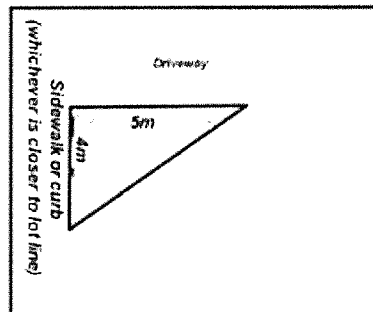
Lockable Cover

- 4. If a **Swimming Pool** has a lockable cover, it shall comply with the following requirements:
 - (a) The **Owner** must close and lock the cover when the **Pool** area is not in active use.
 - (b) The cover shall be able to support a minimum of one adult person's body weight or approximately a minimum of 220 pounds (100 kilograms) weight.
 - (c) The **Owner** shall supply the **Township** with manufacturer specifications of the lockable cover, which shall be subject to an inspection and approval by the Township.

**SCHEDULE 'B' TO BY-LAW NO. 47/2023
FENCE REGULATIONS**



- AREA 1:**
- 1.07 metres (3 feet, 6 inches) maximum fence height
- AREA 2:**
- 1.9 metres (6 feet, 2 inches) maximum fence height above effective ground level
- AREA 3:**
- 2.5 metres (8 feet, 2 inches) maximum fence height in the rear yard
 - 2.5 metres (8 feet, 2 inches) maximum fence height in the exterior side yard (longest street frontage on a corner lot) from the midpoint of the house to the rear property line. The fence must be back 4 metres (13 feet, 1 inch) from the property/street line from the midpoint of the house to the rear lot line.
- AREA 4:**
- not more than 0.8m (2 feet, 7 inches) above the travelled portion of the abutting streets



0.8m (2 feet, 7 inches) in
General Driveway Sight Line Triangle Detail

SCHEDULE 'C' TO BY-LAW NO. 47/2023

THE TOWNSHIP OF GUELPH/ERAMOSA

PART 1 PROVINCIAL OFFENCES ACT BY-LAW 47/2023: FENCING BY-LAW

A By-law to Regulate Fences, and Swimming Pool Enclosures in The Township of Guelph/Eramosa.

Item #	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Fail to maintain fence free of deterioration.	Section 4.5	\$300.00
2	Fail to maintain fence in a structurally sound condition.	Section 4.6(a)	\$300.00
3	Fail to maintain fence in a good state of repair.	Section 4.6(b)	\$300.00
4	Fail to maintain fence free from cracks, missing, broken or warped components.	Section 4.6(b)	\$300.00
5	Fail to maintain fence free from hazards.	Section 4.6(d)	\$300.00
6	Fail to maintain fence free from posters, signs, notices or advertising materials.	Section 4.6(e)	\$300.00
7	Fail to maintain fence in a plumb condition.	Section 4.6(f)	\$300.00
8	Fail to maintain fence in uniform appearance.	Section 4.6(g)	\$300.00
9	Fail to maintain fence to prevent an unsightly appearance.	Section 4.6(h)	\$300.00
10	Own, construct, erect, maintain or keep a Fence in contravention of the By-law	Section 6.1	\$500.00
11	Own, construct, erect, maintain or keep a Fence in a manner that impedes, or obstructs or alters the flow of water drainage	Section 6.2	\$500.00
12	Own, construct, erect, maintain or keep a Fence not constructed of durable materials	Section 6.3	\$500.00
13	Own, construct, erect, maintain or keep a Fence not suitable for its intended use.	Section 6.3	\$500.00
14	Own, construct, erect, maintain or keep a Fence not capable of supporting the intended structural loads.	Section 6.3	\$500.00
15	Erect a fence on a municipal road allowance without permission.	Section 6.4	\$500.00
16	Own, construct, erect, maintain or keep a Fence used as a support for another structure exerting lateral force against that fence.	Section 6.5	\$500.00
17	Own, construct, erect, maintain or keep a Fence used as a support for another object exerting lateral force against that fence.	Section 6.5	\$500.00
18	Use barb wire or barbed or sharp materials in the erection or construction of a fence.	Section 6.6	\$500.00
19	Permit a fence or attachment to a fence as a conductor of electrical current.	Section 6.7	\$500.00
20	Erect a fence where a maintenance easement exists	Section 6.8	\$500.00
21	Erect or maintain a fence constructed with plywood, railway ties, scrap or hazardous material	Section 6.9	\$500.00
22	Construct a fence over a drainage easement or watercourse without adequate drainage	Section 6.10	\$500.00
23	Erect a division fence greater than 20.0 cm wide	Section 6.12	\$500.00
24	Erect, own or maintain a fence of sheet metal, corrugated metal panels or materials not used for permanent fencing.	Section 6.13	\$500.00
25	Install a gate in a fence adjacent to a park.	Section 6.14	\$300.00

Item #	Short Form Wording	Provision Creating or Defining Offence	Set Fine
26	Erect, construct or maintain a fence that exceeds the maximum heights in Table A.	Section 7.1	\$500.00
27	Excavate or erect, or cause or allow excavation for the erection of a swimming pool without a permit.	Section 11.1	\$500.00
28	Use a retaining wall as a swimming pool enclosure	Section 11.2	\$500.00
29	Fail to erect a temporary fence prior to excavation or erection related to a swimming pool	Section 11.3	\$500.00
30	Place water in an outdoor swimming pool without an approved swimming pool enclosure.	Section 11.8	\$500.00
31	Fail to comply with an order issued under Section 12.1	Section 12.2	\$800.00
32	Hinder, obstruct, or attempt to hinder or obstruct an officer.	Section 18.5	\$900.00
33	Fail to identify to an Officer	Section 18.6	\$900.00

NOTE: The general penalty provision for the offences indicated above is Section 18.3 of By-law no. **47/2023**, a certified copy of which has been filed.