

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 43

Being a by-law to approve a two year Pilot Program for Licensing Urban Hens

Whereas Sections 11 (3) 9, and 103 of the Municipal Act 2001, S.O. 2001, c. 25, provide that by-laws may be passed by councils of municipalities for prohibiting or regulating the keeping of animals; if a municipality passes a by-law regulating or prohibiting with respect to the being at large or trespassing of animals, it may provide for the seizure and impounding of animals being at large or trespassing contrary to the by-law and for the sale of impounded animals under certain conditions;

And Whereas Section 425 of the Act authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality passed under that Act is guilty of an offence;

And Whereas Section 446 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of its being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

And Whereas Council deems it desirable to pass a by-law providing for a system of licensing, controlling, regulating and urban hens;

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** an Urban Hens Licensing Pilot Program (Pilot Program) be approved for a two (2) year term commencing March 1, 2020, to permit the keeping of hens in the urban areas of the Town of Tecumseh;
2. **That** the Terms and Conditions of the Pilot Program be approved as set out in Schedule A attached hereto and forming part of this by-law;
3. **That** the Registration Form for the Pilot Program be approved as set out in Schedule B attached hereto and forming part of this by-law;
4. **That** this By-law shall be administered and enforced by the Chief Building Official, a By-law Enforcement Officer or such other person as the Council of the Town designates.
5. **That** where any matter or thing is to be determined in the application of or enforcement of this By-law, the determination of such matter or thing shall be at the sole discretion of the Town.

6. **That** a By-law Enforcement Officer may enter upon any lands and into buildings at any reasonable time to inspect any hen coop/run for the purposes of determining or effecting compliance with this By-law.
7. If, after inspection, the By-law Enforcement Officer is satisfied that there is a contravention of this By-law, or the conditions of a permit issued pursuant to this By-law, the By-law Enforcement Officer may issue an order to the owner and may, at the same time, provide the owner and occupants of the land with a copy of such order.
8. An order issued under Section 7 shall contain:
 - a) the municipal address and / or the legal description of the property;
 - b) notice that the hen(s) and / or hen coop and run must comply with the provisions of this By-law or the hen(s) and / or hen coop and run shall be removed within the time period specified; and
 - c) notice that if compliance with the order is not achieved, the hen(s) and / or hen coop and run may be pulled down, removed, stored and disposed of at the expense of the owner, and that the Town, in addition to all other remedies it may have, may enter onto the lands with its employees and agents for this purpose.
9. An order issued pursuant to Section 7 shall be served personally on the owner or by prepaid registered mail to the last known address of the owner.
10. If a notice or order is served by registered mail, the service shall be deemed to have been made on the fifth (5th) day after the day of the mailing unless the person to whom the notice or order is given or that person or their agent for service establishes that, acting in good faith, through absence, accident, illness or other unintentional cause the notice was not received until a later date.
11. Any costs incurred by the Town in the enforcement of this By-law shall be recovered in like manner and with the same priority as municipal taxes or alternatively as a lien in accordance with the Repair and Storage Liens Act, 2006, c. 32, Schedule A, s. 39, as a debt owed by the owner of the hen(s) and hen coop and run.
12. No person shall obstruct a By-law Enforcement Officer or any agent of the Town while they are carrying out their duties under this By-law.
13. **That** every person who contravenes any section of the Terms and Conditions as set out in Schedule A is, upon conviction, guilty of an offence and shall be liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, c.P. 33, as amended, and be subjected to any other penalties permitted by law for each offence. Each day such violation continues, shall constitute a separate offence and may be punishable as such.

14. Notwithstanding Section 13 above, every person who contravenes any provision of this By law is guilty of an offence and may, at the option of the Town be prosecuted pursuant to the provisions of Part 1 of the Provincial Offences Act, R.S.O. 1990, c.P.33, as may be amended from time to time and upon conviction thereof is liable to a set fine as determined in accordance with the procedure delineated in the Act and regulations passed thereunder.
15. **That** By-law No. 2020-14 be repealed and replaced with this By-law No. 2021-43.
16. **That** this By-law shall come into force and take effect upon third and final reading.

Read a first, second, third time and finally passed this 8th day of June, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk



By-Law 2021-43 – Schedule A

2020 Urban Hens Licensing Pilot Program - Terms and Conditions

*Please ensure you have read the Urban Hens Licensing Pilot Program Terms and Conditions and confirm same by signing under the 'Signature' section of this application.

1) Definitions:

“At Large” means a hen found at any place other than on the property of the owner of the hen outlined in their Urban Hens Pilot Registration Form.

“Coop” means a fully-enclosed weatherproof structure where hens are kept and the interior of which includes nest boxes for egg laying, perches for hens to roost on and food and water containers.

“Front Yard” means the area on a lot;

- A) Between the front lot line and all front main walls of the building, and
- B) Between the front lot line and a line extending parallel to the front lot line across the full width of the lot from the point where the front main wall of the building meets the building's side main walls closest to the respective side lot lines

“Hen” means a domesticated female chicken including a pullet.

“Hen Run” means a covered area typically made of chicken wire or other similar material that allows hens' access to the outdoors.

“Noise” means no person shall permit the persistent clucking, calling or other similar persistent noise made by any hens.

“Owner” includes any person who possesses, harbours or keeps a hen.

“Pullet” is a young female chick that is under the age of one (1).

“Rear Yard” means the area on a lot:

- A) Between the rear lot line and all rear main walls of the building, and
- B) Between the rear lot line and a line extending parallel to the rear lot line across the full width of the lot from the point where the rear main wall of the building meets the building's side main walls closest to the respective side lot lines.

“Town” means The Corporation of the Town of Tecumseh.



“**WECHS**” means the Windsor/Essex County Humane Society who shall have the right to enforce the provisions of this program.

2) Eligibility for the Keeping of Hens

The Owner agrees to keep hens only on the property outlined in their Urban Hens Pilot Registration Form.

Only residential properties are permitted to be registered. Neither apartment buildings, condominium buildings, nor properties without sufficient outdoor space to house the hens, as determined by the Planning and Building Services Department, will be permitted.

3) Hens at Large

No Owner shall allow or permit any of his or her hens to be at large at any time.

Where the Town has taken possession of a hen(s) at large, for which any costs will be charged back to the Owner, it shall be impounded with the Windsor/Essex County Humane Society (WECHS) for 24 hours after the date of its seizure. If the hen(s) was seized on a day when the WECHS is closed, the hen(s) will be held for 24 hours after the time when the WECHS is next open for business. During the applicable 24-hour time period, the Owner may redeem the hen(s) subject to a fee imposed by the WECHS.

If the hen(s) is not redeemed within the 24-hour time period referred to above, the hen(s) shall become the property of the WECHS and the WECHS may:

- A) transfer ownership of the hen; or
- B) euthanize the hen which costs will be charged back to the Owner.

4) Number of Hens Restricted

No Owner shall keep more than the number of hens, as indicated in the Property Lot Size Table, at any eligible residential property within the Town. Only hens, a minimum of two (2) are permitted - no roosters may be kept.

5) Non-Commercial Use Only

Owners shall keep hens as pets and for personal use only. The Owner agrees not to sell or offer for sale any part of a hen or its eggs or manure or engage in hen breeding or fertilizer production for commercial purposes. No person shall give or provide a hen, a part of a hen, eggs, or manure to any other person or entity.



6) Hen Coops and Runs

- A) The Owner agrees that no hen coops are permitted in any front yard.
- B) The Owner must ensure that all zoning requirements are followed on their property, including the zoning requirements for minimum setbacks for ancillary structures such as their coop, and comply with all other legal standards and requirements applicable to the coop.
- C) The Owner shall ensure each coop has a minimum coop floor area of 0.37 m² (4 sq. ft.) per each hen kept in the coop.
- D) The Owner shall ensure each run has a minimum of at least 0.92 m² (10 sq. ft.) of enclosed space per hen kept in the coop.
- E) The Owner shall ensure that no hen coop exceeds a height of three (3) metres and a maximum floor area of 9.2 m² (100 square feet).
 - i) If property is greater than 10,000 square feet, the Owner shall ensure that no hen coop exceeds a height of three (3) metres (10 feet) and a maximum floor area of 15.6 m² (168 square feet).
- F) The Owner shall provide and maintain in each coop the following items:
 - i) at least 20 cm or (8 inches) perch for each hen; and
 - ii) one nest box, of a size and nature that is suitable for the number of hens kept in the coop.
- G) The Owner shall ensure all coops are enclosed on all sides and have a roof and doors. Access doors must be able to be shut and locked at night. If there are any windows and vents, they must be predator and bird-proof.
- H) The Owner shall keep all coops in a clean, dry, odour-free, neat and sanitary condition at all times, and in a manner that will provide healthy living conditions for the hens while minimizing adverse impacts to other residents in the neighbourhood to the satisfaction of the Town. The Owner agrees to undertake any repairs directed by the Town at the Owner's sole cost and expense in order to comply with this section.
- I) During daylight hours, hens may be allowed outside of their coop in a securely-fenced hen run on the property of the Owner. Hens shall be secured within a locked coop during non-daylight hours (9:00 pm – 6:00 am).
- J) The Owner shall ensure the coop is weather-proofed, and the enclosure is insulated with air temperature suitable for the health of the hens. In addition, the Owner shall ensure the coop has adequate ventilation and adequate sun and shade and is impermeable to rodents, birds, and predators, including dogs and cats, to the satisfaction of the Town. The Owner agrees to undertake any repairs directed by the Town at the Owner's sole cost and expense in order to comply with this section.



7) Predators, Rodents, Insects, and Parasites

The Owner agrees to take necessary action at the Owner's sole cost and expense to reduce the attraction of predators and rodents and the potential infestation of insects and parasites to the satisfaction of the Town. Hens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation must receive treatment in consultation with a veterinarian in a timely fashion. Non-compliance with this section may result in notice that the permission to keep hens in the Town is revoked and continued keeping of hens will be an offence under By-Law No. 2021-43.

8) Feed and Water

The Owner shall ensure that hens are provided with access to clean water at all times, and shall ensure that:

- A) such feed and water shall be protected against and unavailable to rodents, pests, birds and predators; and
- B) uneaten or spoiled feed must be removed in a timely manner.

9) Disposal of Hens

The Owner shall ensure that all dead hens are disposed of immediately by the Owner in a sanitary manner at the Owner's sole cost and expense.

10) Waste

The Owner agrees to ensure that all manure and waste are cleaned out regularly and stored in a secured container or composted and disposed of safely from any coop in a timely manner.

The Owner further agrees to ensure:

- A) coop floors are lined with shavings, straw, or other appropriate materials to absorb manure and facilitate cleaning; and
- B) coops are deep cleaned at least two times yearly including disinfecting of troughs, perches, and nests to ensure no waste residue.

11) Seizure and impoundment

Any hen found at large contrary to the provisions of the terms and conditions, may be seized and impounded by the WECHS, with all related costs charged back to the Owner, in accordance with 'Hens at Large' section and this section.

Seized hens may be released back to the Owner only if the WECHS determines, in its sole discretion, that the issues that warranted the seizure have been resolved and the hen's health and safety are not at risk.



Despite the 'Hens at Large' section 3, where, in the opinion of the WECHS, a hen is injured or ill and should be euthanized without delay for humane reasons or safety to persons, the hen shall be euthanized by the WECHS without permitting any person to reclaim the hen. The Owner understands and agrees to this process, as well as assumes responsibility for all euthanized costs.

12) Pilot Duration

The pilot is for a period of two (2) years, commencing March 1, 2020 and ending on April 30, 2022. If the pilot is not continued beyond April 30, 2022, the Owner agrees to take all necessary steps to remove the hens from their property and the Town. The Owner understands and agrees that upon notice, the Town may revoke the permission to keep hens in the Town during the pilot period, and continued keeping of hens after the date of such a notice shall be an offence under By-Law No. 2021-43.

13) Indemnity

The Owner shall save and hold harmless the Town, its servants, agents, successors or assigns, and ensure the same shall not be held liable for any injury, loss or damage, however caused, arising out of the granting of the permissions in these terms and conditions. The Owner further agrees that it will from time to time, and at all times hereafter, truly save, keep harmless and fully indemnify the Town, its servants, agents, successors and assigns from any and all actions, causes of actions, claims and demands whatsoever which may be brought against or made upon the Town, its servants, agents, successors and assigns and against all loss, liability, judgements, costs or expenses which the Town its servants, agents, successors or assigns may sustain, incur or be put to resulting from or arising out of any act or omission on the part of the Owner, its servants, agents, successors or assigns which was done, or purported to have been done, in relation to the granting of the permission to keep hens or the keeping of hens by the Owner.

14) Inspections

The Owner agrees to permit Town staff to attend and inspect their property as deemed necessary by the Town to assess and ensure compliance with these terms and conditions and any applicable by-laws, statutes or regulations. The Town will provide reasonable notice before an inspection.



15) Variance Request

When a Registration Form was not approved due to failure to meet the requirements as outlined in the Urban Hens Licensing Pilot Program Registration Form and Terms and Conditions, the Applicant may submit a written request for a variance to the Clerk detailing the circumstances for which they are seeking a variance from Council. The written request must be submitted at least seven (7) days in advance of the Council meeting at which the Applicant wishes to appear to request the variance.

16) Contact Information and Notice

If the contact information provided in the Urban Hens Licensing Pilot Program Registration Form changes, the Owner will update the Town forthwith. The Owner also understands and agrees that the Town may contact them and provide information or official notices by mail or by email to the addresses in the Urban Hens Pilot Registration Form and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the Town of Tecumseh affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

17) Non-Compliance with Terms and Conditions

Any violation of the provisions of these terms and conditions shall be grounds for Notice to revoke a permit and an order to the Owner to remove the hens and hen coop/run from their property. Continued keeping of hens and hen coop/run after the date of such a Notice will be an offence under By-Law No. 2021-43.



18) Signature

I _____ of _____, in the Town of Tecumseh, do solemnly declare:

- That I am the applicant for the grant of a permit authorizing me to keep backyard hens at the above indicated address. I have read and agree to abide by the Urban Hens Licensing Pilot Program Terms and Conditions.
- I understand that any permit issued pursuant to the said application is subject to revocation.
- I understand that should the Pilot Program not continue beyond April 30, 2022, I agree to take all necessary steps to remove the hens from the property and the Town.
- I have served written notice to the abutting property owner(s) that I have made application for a hen coop and hen run permit. **These notices are attached to this application.**
- The information I have provided is complete and true.

Applicant's Name Please Print	Applicant's Signature	Date (yyyy/mm/dd)
Owner's Name Please Print	Owner's Signature	Date (yyyy/mm/dd)

Declared Before Me at the Town of Tecumseh,
 this _____ day of _____, 20_____.

A Commissioner, etc. _____

Unsigned applications will be returned, unprocessed.

The personal information being collected on this Registration for Hen Coop Permit is being collected for the purpose of determining eligibility under the 2020 Urban Hens Pilot of the Town of Tecumseh. The information collected is under the authority of the *Municipal Act, 2001*, and in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. Questions regarding the collection, use and disclosure of this personal information may be directed to the Director Corporate Services & Clerk.



19) Submission of Registration

The complete registration form must be submitted online on the [Town's website](#) or in person at the following address:

Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9

Please contact the Corporate Services & Clerk's Department at the Town of Tecumseh at 519-735-2184 Extensions 143 or 116 with any questions regarding the registration process.

For Office Use Only

Applicant Name:			
Permit Application Number:		Date Issued On:	
Registration Fee Collected – \$25.00/year:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Fee Paid:	
Site Plan Inspection Date:		Site Plan Investigator:	
Hen ID Band Numbers:			
Date of Approval:			



2020 Urban Hens Licensing Pilot Program Registration Form

A fee of **\$25.00 per year** would be required from the applicant once the registration form has been approved by Town staff.

Applicant Information

First Name *

Last Name *

Permit Street Address (where the hens will be housed) *

Town *

Postal Code *

Phone *

**Alternate Phone
Number**

Applicant Email Address *

Are you a tenant at the above-referenced property? If the applicant is a tenant at the above-referenced property, the Owner's information and consent is required to permit hens. *

Yes

No

Registered Owner Information

Complete this section if the Applicant is a Tenant at the above-referenced property - Owner's information and consent is required to permit hens.

Registered Owner - First Name *

Registered Owner - Last Name *

Registered Owner's Street Address *

Registered Owner - Town *

**Registered Owner -
Postal Code ***

**Registered Owner -
Phone ***

**Registered Owner -
Alternate Phone
Number**

Registered Owner Email Address *

Has written consent been provided by the Registered Owner to house urban hens on their property? *

Yes

No

Please attach the written consent of the property owner to allow hens on their property. *

Property Information

Please note: If answered "No" to any of the below questions, the Application cannot be accepted.

Size of the permit property:

Frontage (in imperial units) *

Area (in imperial units) *

Depth (in imperial units) *

What type of dwelling is the permit property *

Single

Semi

Duplex

Number of hens to be kept at permit address (minimum of 2)

Lot Size Less Than 10,000 Square Feet (S.F.)

No. of Hens	Minimum Coop Area (S.F.)	Minimum Run Area (S.F.)	Maximum Coop and Run Area (S.F.)
2	8	20	120
3	12	30	120
4	16	40	120
5	20	50	120
6	24	60	120

Lot Size Greater Than 10,000 Square Feet (S.F.)

No. of Hens	Minimum Coop Area (S.F.)	Minimum Run Area (S.F.)	Maximum Coop and Run Area (S.F.)
7	28	70	168
8	32	80	168
9	36	90	168
10	40	100	168
11	44	110	168
12	48	120	168

What is the size of your property in square feet? *

Under 10,000 square feet.

Over 10,000 square feet.

If property is less than 10,000 square feet, you are allowed a maximum of 6 hens. Please indicate how many hens you will keep at the permit address. (Minimum of 2) *

If property is greater than 10,000 square feet, for every additional 3,000 square feet, you are permitted 1 extra hen to a maximum of 12. Please indicate how many hens you will keep at the permit address. *

Hen Coop and Run Information

For properties under 10,000 square feet - is the total area of all hen coops and runs less than 120 square feet (11.5 square metres)? *

Yes No

For properties greater than 10,000 square feet - is the total area of all hen coops and runs less than 168 square feet (15.60 square metres)? *

Yes No

Is the hen coop and hen run less than 10 feet (3 metres) in height? *

Yes No

Is there an enclosed hen run? *

Yes No

Do you meet the 4 square feet (0.37 square metres) minimum coop floor area per hen? *

Yes No

Do you meet the 10 square feet (0.92 square metres) minimum hen run per hen? *

Yes No

Do you meet the 4 feet (1.2 metres) setback from the lot lines? *

Yes No

Do you meet the 5 feet (1.5 metres) setback from the main dwelling? *

Yes No

Feed and Water

The Owner shall ensure that hens are provided with access to clean water at all times, and shall ensure that:

1. such feed and water shall be protected against and unavailable to rodents, pests, birds and predators; and
2. uneaten or spoiled feed must be removed in a timely manner.

I will be in compliance with the food and water provisions as outlined above? *

Yes No

Site Plan

A site plan illustrating where the hen coop and run will be located on the permit property **must** be attached. (**Note: must be located in rear yard**).

Measurements **must be** indicated on the site plan

(See [Sample Site Plan Illustration](#) attached)

Site Plan Illustration - Please attach (measurements must be indicated on the site plan) *

I have served written notice to the abutting property owner(s) that I have made application for a hen coop and hen run permit. These notices are attached to this application. *

Terms and Conditions - Urban Hens Licensing Pilot Program

Please ensure that you read and understand the [Terms and Conditions](#) of the Urban Hens Licensing Pilot Program.

Once the form has been submitted and reviewed, you will be asked to formally sign the Terms and Conditions.

I have read and agree to abide by the Urban Hens Pilot Program Terms and Conditions. *

Agree

Disagree

I agree that the above information I have provided is complete and true *

Agree

Disagree

Applicant's Signature (Do not sign until contacted by the Town)

Date Signed

Owner's Signature (Do not sign until contacted by the Town)

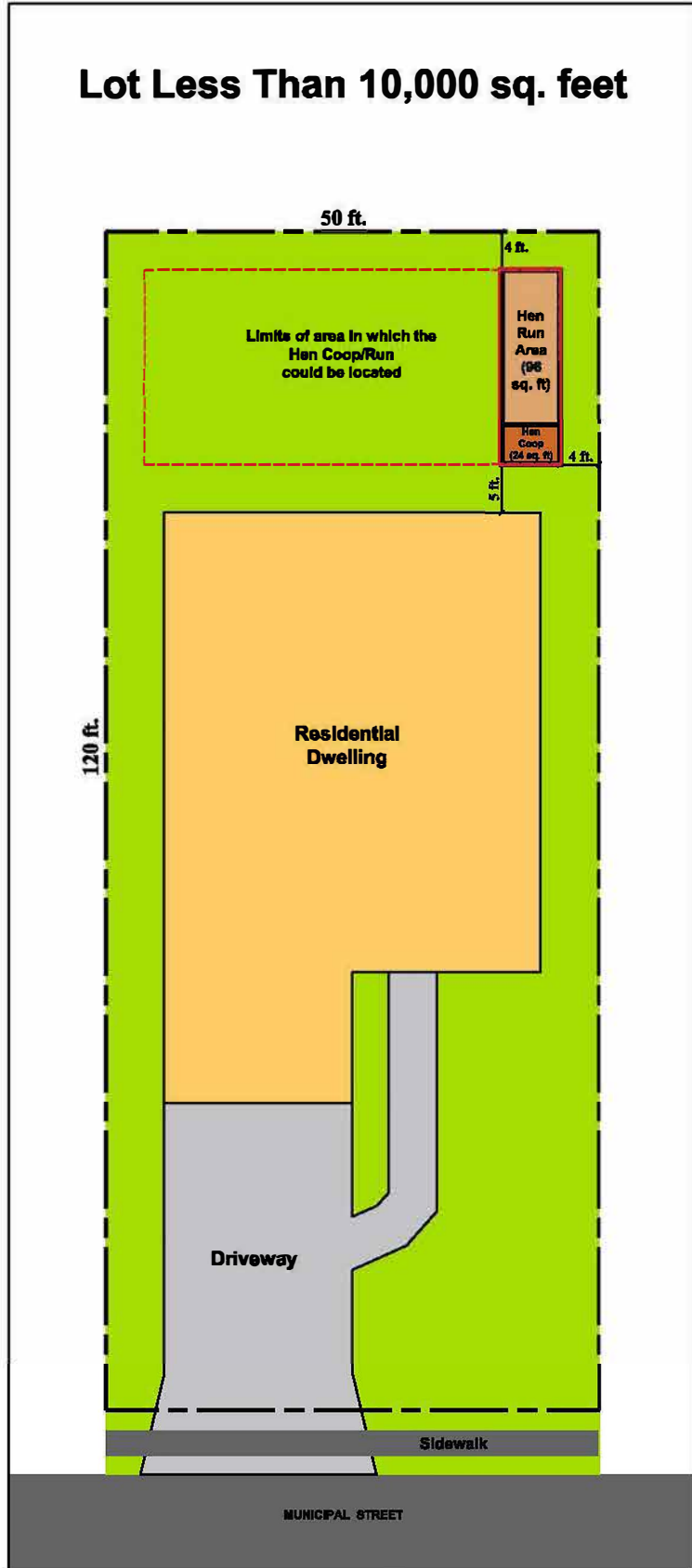
Date Signed

This document is available in alternate formats by contacting the Corporate Services & Clerk Department at 519-735-2184, ext. 143 or by emailing the [Clerk's Department](#).

Thank you for your submission for the Urban Hens Licensing Pilot Program Registration.

Your submission will be reviewed by Town Staff to ensure compliance. You will be receiving an email from noreply@esolutionsgroup.ca outlining the process further.

Lot Less Than 10,000 sq. feet



Lot Greater Than 10,000 sq. feet

