

Attachment 1: UrbanHensTO Pilot Program Terms and Conditions

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.

“EXECUTIVE DIRECTOR”- means the Executive Director of the Municipal Licensing and Standards Division for the City of Toronto and his or her designate.

“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 that is at least four months old.

“OWNER”- Includes any person who possesses, harbours or keeps a hen.

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 Executive Director, Municipal Licensing and Standards will be permitted;

The Owner agrees that the property outlined in their Urban Hens Pilot Registration Form is within one of the four specific zones participating in the backyard hen pilot.

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 Executive Director has taken possession of a hen at large, it shall be impounded for 24 hours after the date of its seizure. If the hen was seized on a day when the animal shelter is closed, the hen will be held for 24 hours after the time when the shelter is next open for business. During the applicable 24 hour time period, the Owner may redeem the hen subject to section 11.

If the hen is not redeemed within the 24 hour time period referred to above, the hen shall become the property of the City and the City may:

- a. transfer ownership of the hen; or

- b. euthanize the hen.

4. Number of hens restricted

No Owner shall keep more than four (4) hens at any eligible residential property within the City. Only hens 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

- 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 0.37m² (4 sq ft) per each hen kept in the coop.
- d. The Owner shall ensure each coop 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 two metres and/or a maximum floor area of 9.2 m² (100 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, odor-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 neighborhood to the satisfaction of the Executive Director. The Owner agrees to undertake any repairs directed by the Executive Director at the Owner's sole cost and expense in order to comply with this section.
- i. The Owner shall ensure all hens are kept in an enclosure or fenced area on the property of the Owner at all times. During daylight hours, hens may be allowed outside of their coop in a securely-fenced yard on the property of the Owner if supervised. Hens shall be secured within a locked coop during non-daylight hours.
- 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 Executive Director. The Owner agrees to

undertake any repairs directed by the Executive Director 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 Executive Director. 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 City is revoked and continued keeping of hens will be an offence under Chapter 349, Animals, subject to the penalties set out in Article X of the Chapter.

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. For clarity, such disposal may include disposing any dead hen at a livestock disposal facility, through the services of a veterinarian or surrender of the hen to Toronto Animal Service's animal shelter.

10. Waste

The Owner agrees to ensure that all manure and waste is removed and composted or disposed of safely from any coop in timely manner.

11. Seizure and impoundment

- a. Any hen found at large contrary to the provisions of the terms and conditions, may be seized and impounded by the Executive Director in accordance with section 3 and this section.
- b. Seized hens may be released back to the Owner only if the Executive Director determines, in his or her sole discretion, that the issues that warranted the seizure have been resolved and the hen's health and safety are not at risk.
- c. Despite section 3, where, in the opinion of the Executive Director, 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 Executive Director without permitting any person to reclaim the hen. The Owner understands and agrees to this process.

12. Pilot Duration

The Pilot program was launched on March 2, 2018 and has been extended to March 31, 2022. If the pilot is not continued beyond March 31, 2022, the Owner agrees to take all

necessary steps to remove the hens from their property and the City of Toronto after March 31, 2022. The Owner understands and agrees that upon notice, the Executive Director may revoke the permission to keep hens in the City during the pilot period, and continued keeping of hens after the date of such a notice shall be an offence under Chapter 349, Animals, which is subject to the penalties set out in Article X of the Chapter.

13. Indemnity

The Owner shall save and hold harmless the City, 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 City, 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 City, its servants, agents, successors and assigns and against all loss, liability, judgements, costs or expenses which the City 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 City staff to attend and inspect their property as deemed necessary by the Executive Director to assess and ensure compliance with these terms and conditions and any applicable by-laws, statutes or regulations. The Executive Director will provide reasonable notice before an inspection.

15. Contact Information and Notice

If the contact information provided in the Urban Hens Pilot Registration Form changes, the Owner will update the City forthwith. The Owner also understands and agrees that the City may contact me and provide information or official notices by mail or by email to me at 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 City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

16. Non-Compliance with Terms and Conditions

Any violation of the provisions of these terms and conditions shall be grounds for a notice by the Executive Director revoking permission for the Owner to keep the hens and ordering the Owner to remove the hens from the City of Toronto. Continued keeping of hens after the date of such a notice will be an offence under Chapter 349, Animals, which is subject to the penalties set out in Article X of the Chapter.