OFFICE CONSOLIDATION

This is a consolidation of the Town's by-law to regulate the care and control of animals being By-law Number 2019-43 as amended by By-law 2019-85 and 2026-066 prepared for reference and information purposes only. The following consolidation is an electronic reproduction made available for information only. It is not an official version of the by-law. Official versions of all by-laws can be obtained from the Town Clerk by calling (905) 584-2272. If there are any discrepancies between this consolidation and By-laws 2019-43, 2019-85 and 2026-066 the by-laws shall prevail.

THE CORPORATION OF THE TOWN OF CALEDON

BY-LAW NO. 2019-43

A By-law to regulate the care and control of animals within the Town of Caledon and to repeal By-law 2013-130, as amended and By-law 2006-128, as amended

WHEREAS Section 8 of the *Municipal Act, 2001*, provides that the powers of a municipality shall be interpreted broadly to enable a municipality to govern its affairs as it considers appropriate and enhance its ability to respond to municipal issues;

AND WHEREAS Sections 8, 11(2) and 11(3) of the *Municipal Act, 2001*, confer the powers for a municipality to pass By-laws to regulate, prohibit and require persons to do things respecting animals and in relation to the health, safety and well-being of persons, the social well-being of the municipality and the protection of persons;

AND WHEREAS Section 391 of the *Municipal Act, 2001*, enables a municipality to pass By-laws imposing fees or charges on persons;

AND WHEREAS PART XIV of the *Municipal Act, 2001*, authorizes a municipality to enforce its By-laws;

AND WHEREAS the Council of The Corporation of the Town of Caledon considers it necessary and desirable to provide for the care and control of animals within the Town of Caledon;

NOW THEREFORE the Council of The Corporation of the Town of Caledon ENACTS AS FOLLOWS:

Short Title

This By-law shall be known as the "Animal Care and Control By-law".

Part 1 – Definitions

1.1 In this By-law:

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

"*Animal product*" means meat, fibre, fur, milk, eggs, or other products derived from an *animal*;

"*Animal Shelter*" means a facility operated by the *Town* for the care, keeping and impounding of *animals* and may include any *Town* Staff thereof where the context permits;

"*At large*" means where an *animal* is in any place other than its *owner's lot* and is not physically restrained by a capable *person* by means of a *leash* or otherwise;

"*Attractants*" means any food or similar substance which could reasonably be expected to attract or be consumed by a *wild animal* but does not include materials used for

landscaping purposes, compost or food being grown for human consumption such as a vegetable garden;

"*Cat*" means any felidae which is commonly domesticated including those which are or appear to have become feral;

"*Dangerous dog*" means any *dog* that, in the absence of a *mitigating factor*, has demonstrated the propensity to act in a significantly menacing or aggressive fashion or displayed an apparent attitude of attack towards any *person* or an *owner's animal* or has bitten, attacked or caused injury to any *person* or an *owner's animal*;

"*Designate*" means an employee of the *Town* who has been selected by the *Director* to administer or enforce all or part of this By-law on their behalf;

"*Director*" means the Manager, Regulatory Services for the *Town*, a *designate* or, in the event of any organizational changes, a successor or equivalent position;

"*Dog*" means a canidae which is commonly domesticated;

"*Doghouse*" means an exterior building or structure that is used, or designed to be used, to provide shelter to one or more *dogs*;

"*Dog run*" means a pen that is exclusively used, or designed to be used, to provide one or more *dogs* access to an outside area while remaining within;

"*Feed*" or "*feeding*" means to intentionally furnish or make food available;

"*Feeding device*" means any device that may be used to attract or is intended to attract *wild animals* for the purposes of *feeding*;

"*Hen*" means a domesticated female chicken;

"*Hen coop*" means a fully enclosed, locking and weatherproof structure in which *hens* are kept;

"*Hen run*" means a fully enclosed pen that permits *hens* access to an outside area while remaining within;

"*Landowner*" means a *person* holding registered title to a *lot* and includes a lessee, tenant, occupant or a mortgagee in possession thereof;

"*Leash*" means a strap, cord or similar device designed to restrain an *animal* but shall not include any device where used for tethering;

"*Leash free park*" means a park, designated pursuant to this By-law, in which *dogs* are permitted to run freely;

"*Lot*" means a parcel of land, or contiguous parcels of land in one ownership, which is capable of being legally conveyed in accordance with the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or is described in accordance with a registered plan of condominium;

"*Lot line*" means any boundary of a *lot* or the vertical projection thereof;

"*Lot line, exterior side*" means any *lot line* other than a *front lot line* which also abuts a *street*; in the case where a *lot line* abuts a 0.3 metre reserve block, which in turn abuts a *street*, such *lot line* shall be considered an *exterior side lot line*;

"*Lot line, front*" means, in the case of an interior *lot*, the *lot line* dividing the *lot* from the *street*; in the case of a corner *lot*, the shorter *lot line* abutting a *street* shall be deemed to be the *front lot line* except, where the *lot lines* abutting a *street* are the same length, the *lot line* used for the principal entrance to the *lot* shall be deemed to be the *front lot line*;

"*Lot line, interior side*" means, except for corner *lots*, a *lot line* which intersects a *front lot line*; for corner *lots*, *interior side lot line* means a *lot line*, other than an *exterior side lot line*, which intersects the *front lot line*;

"*Lot line, rear*" means any *lot line* which is not a *front lot line*, an *exterior side lot line* or an *interior side lot line*;

"*Microchip*" means a standard identification device implanted into an *animal*, which contains a unique code that permits or facilitates access to *owner* information, including the name and address of an *owner* of the *animal*;

"*Mitigating factor*" means a circumstance which excuses the aggressive behavior of an *animal* and, without limiting the generality of the foregoing, may include circumstances where such *animal* was, at the time of the aggressive behavior, acting in defence of an attack by a *person* or other *animal*, acting in defence of its young, reacting to a *person* or *animal* trespassing on the *lot* of its *owner* or being teased, tormented or similarly provoked;

"*Municipal Act, 2001*" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

"*Municipal boundary*" means the geographic boundary encompassing the Town of Caledon;

"*Muzzle*" means a humane fastening or covering device that is of sufficient strength and design to prevent any *dog* wearing it over its mouth from biting and which shall not be able to be removed by the *dog* but which does not interfere with the breathing, panting or vision of the *dog*;

"*Normal farm practice*" means a practice that is conducted in a manner consistent with proper and acceptable customs and standards as established and followed by similar agricultural operations under similar circumstances;

"*Owner*" means any *person* who keeps, possesses, harbours or has custody, guardianship or control of an *animal* and, where the *owner* is a minor, any *person* responsible for the custody of the minor shall be deemed to be the *owner* of the *animal*;

"*Person*" means an individual, association, firm, partnership, corporation, trust, incorporated company, organization and includes the directors and officers of a corporation, a corporation created under the Condominium Act, 1998, S.O. 1998, c. 19, as amended, and the trustees, agents, heirs, executors or other legal representatives of a *person* to whom the context can apply according to law;

"*Pigeon loft*" means a fully enclosed, locking and weatherproof structure in which pigeons are kept and which shall have a fully enclosed pen attached thereto that allows pigeons access to an outdoor area while remaining within;

"*Police dog*" means a *dog* trained for and actively engaged in law enforcement activities on behalf of a police force;

"*Protective care*" means the temporary keeping of an *animal* by the *Animal Shelter* for the purposes of protecting its health and safety;

"*Public authority*" means any department or appointed agency of the Government of Canada, Province of Ontario, Region of Peel, the *Town*, conservation authority or other governmental body;

"*Recognized pigeon club*" means a club, association or organization which, at the discretion of the *Town*, has as its main purpose the exhibition or racing of pigeons;

"*Service dog*" means a *dog* trained by a recognized organization to provide service to the visually-impaired, hearing-impaired or to *persons* with other disabilities;

"*Street*" means a public thoroughfare under the jurisdiction of either the *Town*, the Region of Peel or the Province of Ontario, but does not include a private lane, a private right-of-way or a private road;

"*Town*" means The Corporation of the Town of Caledon;

"*Town designate*" means an individual that is an employee of the *Town* who has been appointed pursuant to a *Town* By-law as a Municipal By-law Enforcement Officer and shall include the *Director*;

"*Trap, Neuter and Return program*" means any operation where feral *cats* are trapped in order to be sterilized and then returned to the outdoors;

"*Unsafe weather*" means weather conditions including but not limited to extreme heat and cold, snow storms, freezing or heavy rain and strong winds;

"*Wild animal*" means any *animals* which are not domesticated and which live outside in their natural habitat;

"*Yard*" means an open, uncovered space on a *lot*, appurtenant to a building and unoccupied by buildings except as specifically permitted under the *Zoning By-law*;

"*Yard, exterior side*" means the *yard* extending from the *exterior side lot line* to the nearest wall of the main building on the *lot*; an *exterior side yard* does not include any portion of the *front yard* but shall extend to the *rear lot line* and incorporate any portion of the *rear yard* between the *exterior side lot line* and where the two *yards* initially intersect;

"*Yard, front*" means a *yard* extending across the full width of the *lot* between the *front lot line* and the nearest front wall of the main building located on the *lot*;

"*Yard, interior side*" means a *yard* extending from the *interior side lot line* to the nearest side wall of the main building on the *lot* but does not include any portion of the *front yard* or *rear yard*;

"*Yard, rear*" means a *yard* extending across the full width of the *lot* between the *rear lot line* and the nearest rear wall of the main building located on the *lot*;

"*Zone*" or "*zoned*" means a designated area of land use in accordance with the *Zoning By-law*;

"*Zoning By-law*" means the *Town's* Zoning By-law, as amended.

Part 2 – Application

2.1 Except where specified otherwise in this By-law, the provisions contained herein shall apply within the entirety of the *municipal boundary*.

2.2 The provisions of this By-law shall be without effect in the event of a conflict with the appropriate practices, as deemed by the *Town*, of the following:

(1) any *public authority*;

(2) a branch of the Ontario Society for the Prevention of Cruelty to Animals;

(3) the Ontario Provincial Police, a municipal or other Canadian police force;

(4) an *animal* hospital, clinic or facility that is lawfully operated or supervised under the direction of a veterinarian licensed by the College of Veterinarians of Ontario;

(5) a registered research facility pursuant to the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended; and

(6) an educational facility where *animals* are being kept for study, research or teaching purposes as permitted by a school board or the Ministry of Education.

2.3 In the event of a conflict between this By-law and any other *Town* By-law in effect, the provisions that establish the higher standard to protect the health, safety and well-being of the public and *animals*, in such order, shall prevail.

2.4 Nothing in this By-law shall constitute an exemption from the requirements of any other By-law in effect, applicable legislation or regulations thereto, including but not limited to the *Niagara Escarpment Planning and Development Act,* R.S.O. 1990, c. N.2, *Ontario Society for the Prevention of Cruelty to Animals Act*, R.S.O. 1990, c. O. 36, as amended, the *Dog Owners' Liability Act*, R.S.O. 1990, c. D. 16, as amended, or the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended.

Part 3 – General Animal Provisions

Standards of Care

3.1 Every *owner* of an *animal* shall ensure that such *animal* is kept in a humane manner free of abuse and neglect and is provided with the necessities and conditions to maintain and protect the *animal's* well-being including but not limited to the following:

(1) adequate food and water;

(2) an environment which is maintained in a sanitary condition and not overcrowded by other *animals*;

(3) appropriate shelter for the *animal* which provides adequate space to move and protection from exposure to the elements such as *unsafe weather*; and

(4) if required, veterinary care to prevent and relieve any distress to the *animal* caused by injury, disease or otherwise.

3.2 No *owner* shall cause or permit their *animal* to remain outside during *unsafe weather* which may pose a risk to the *animal* with the exception of where such *animal* is outside for a short period of time and supervised by its *owner* or has access to a shelter which provides adequate protection.

3.3 No *person* shall cause or permit an *animal* to be left unattended in a vehicle in a manner that may pose a risk to its health or safety from lack of proper ventilation, temperature, *unsafe weather* or otherwise.

3.4 No *person* shall cause or permit an *animal* to be transported outside the passenger compartment of a vehicle unless the *animal* is contained in an enclosed trailer or cage which provides adequate ventilation, space and shelter from the elements and is secured or fastened in a manner to protect the *animal* from any sudden changes in the vehicle's movement.

3.5 Without limiting any other Section within this By-law, every *owner* shall ensure that any enclosure provided for their *animal* is:

(1) adequately ventilated;

(2) constructed and located to permit access to light;

(3) maintained in a clean and sanitary condition and free of offensive odours;

(4) of a size to permit all *animals* therein to comfortably extend their bodies to their full natural extent, stand, sit, turn around, lie down and if appropriate for such *animal* perch; and

(5) kept in good repair and maintained to ensure that it does not create any danger to the health of any *animal* contained therein for any reason.

Animals at Large

3.6 No *owner* shall cause or permit their *animal* to be *at large* at any time.

3.7 For the purposes of Section 3.6, an *animal* shall not be considered to be *at large* in the following circumstances:

(1) where a *landowner* permits the *animal* to be on their *lot*, unless such *lot* is commonly accessed by the general public;

(2) if a *dog* is appropriately supervised by its *owner* and is within a *leash free park*;

(3) where a *service dog* or *police dog* is actively engaged in carrying out the work for which it was trained;

(4) if a *cat* is released outside as part of the normal operation of a *Trap, Neuter and Return program* authorized by the *Town*; or

(5) where pigeons are released from a *pigeon loft* in accordance with Subsection 6.3 (6).

3.8 A *Town designate* may seize any *animal* which is suspected of being *at large*.

3.9 Where any *person* captures an *animal*, or a *Town designate* suspects that an *animal* was captured by a *person*, as a result of it being *at large*, such *person* shall deliver the *animal* to a *Town designate* or the *Animal Shelter*.

3.10 Where any *animal* is seized by or delivered to a *Town designate* as a result of it being *at large*, at the discretion of the *Town designate*, the *animal* may be delivered to the *Animal Shelter* to be impounded or released to its *owner*.

Animal Excrement

3.11 Every *owner* shall ensure that any excrement left by their *animal* is immediately removed and disposed of in a sanitary manner with the exception of where:

(1) the *owner* of the *animal* is a *landowner* of the *lot* on which the excrement was left; or

(2) due to a physical disability, the handler of a *service dog* is unable to remove excrement left by such *animal*.

3.12 Every *landowner s*hall ensure that any *animal* excrement is removed from their *lot* so as to ensure that it does not create a nuisance by reason of odour, sight or otherwise.

Feeding Wild Animals

3.13 No *person* shall *feed* or permit the *feeding* of a *wild animal* anywhere within the *municipal boundary*.

3.14 No *person* shall cause or permit a *feeding device* or any *attractants* to be left outside on any *lot*, including but not limited to land owned by a *public authority*.

3.15 Notwithstanding Sections 3.13 and 3.14, a *landowner* may *feed* birds that are *wild animals* on their *lot* in accordance with the following requirements:

(1) seed shall be placed in a *feeding device* designed for birds;

(2) no excrement from the birds shall be permitted to accumulate;

(3) seed within the *feeding device* shall be sufficiently above grade and reasonably inaccessible to any *wild animals* with the exception of birds;

(4) all seed spilled from the *feeding device* shall be promptly disposed of;

(5) the *feeding device* shall be maintained in a sanitary condition at all times;

(6) no *feeding device* shall be kept in a manner which may attract *wild animals* other than birds; and

(7) the *feeding* shall not create a nuisance by reason of odour, sight or otherwise.

3.16 Sections 3.13 and 3.14 shall not apply where, in the performance of their work, a *feeding device* or *attractants* are left as bait by a licensed trapper or employee of a licensed wildlife or pest control agency.

Prohibited Animals

3.17 No *person* shall keep or permit to be kept anywhere within the *municipal boundary* any *animal* prohibited in accordance with Schedule A attached to and forming part of this By-law.

3.18 Notwithstanding any other Section of this By-law, on a *lot* within an extractive industrial *zone* or agricultural or rural *zone* that is actively used for agricultural or equestrian purposes, *animals* such as cattle, horses, ponies, mules, donkeys, goats, swine, sheep, mink, chickens, ducks, turkeys, fox, nutria, bees or other *animals* from which *animal products* are commonly harvested may be kept and managed in accordance with a *normal farm practice*.

3.19 Except for Section 3.18, the provisions of this By-law do not apply to *animals* kept and managed in accordance with a *normal farm practice*.

Part 4 – Dogs

4.1 No *owner* shall keep or permit to be kept in excess of 3 *dogs* on a *lot*.

4.2 For the purposes of Section 4.1, a *dog* shall not count towards the total permitted number if kept in a kennel authorized in accordance with applicable *Town* Bylaws, a facility actively used for keeping or training *service dogs* or within a pet store.

4.3 Every *owner* of a *dog* shall ensure that it has a *microchip*, identification tag or similar means of identification affixed to it at all times which shall include the current contact information for an *owner* of such *dog*.

Leashing and Tethering

4.4 No *person* shall cause or permit a *leash* to be used that has a maximum length in excess of 3 metres and which is not of sufficient strength and design to restrain any *dog* for which it is used.

4.5 Every *owner* shall ensure that their *dog* is kept on a *leash* at all times when in circumstances where it would otherwise be *at large*.

4.6 No *person* shall at any one time physically attempt to restrain in excess of 4 *dogs* using one or more *leashes*.

4.7 No *person* shall cause or permit any rope, chain or similar restraining device to be used to tether a *dog* unless such item is:

(1) securely attached to a permanently affixed object to ensure that the *dog* is restrained when tethered;

(2) situated to permit the *dog* to move safely and unrestricted within the length of the tethering device so the *dog* does not suffer any injury resulting from the tether; and

(3) where used on the *owner's lot* for a *dog* which primarily lives outside, such item shall be a minimum of 3 metres in length and shall permit the *dog* access to an adequate source of food, water and shelter.

4.8 No *person* shall cause or permit a *dog* to be tethered unless it is adequately supervised so as to prevent any nuisances, including but not limited to barking, and to ensure that the *dog* remains free of any potential harm.

4.9 No *person* shall cause or permit a *dog* to be tethered using a choke chain, choke collar, pronged collar or similar device which may potentially cause harm to the *dog*.

4.10 No *person* shall cause or permit a *dog* to be tethered for more than 4 consecutive hours or for more than 6 hours in a 24 hour period.

Dog Enclosures

4.11 Every *owner* shall ensure that, in addition to the requirements outlined in Section 3.5, any *doghouse* which is provided for their *dog* shall:

(1) be soundly constructed and made of a hard, durable material so as to be weatherproof and impervious to water;

(2) have a maximum height of no more than 2 metres as measured from the highest point of the *doghouse* and the ground directly below such point;

(3) include clean and dry bedding sufficient for all *dogs* therein; and

(4) where the *doghouse* is used by a *dog* in cold weather, it shall have:

(a) an elevated floor to prevent direct contact with the surface of the ground;
(b) a flap affixed over the door to provide protection from the elements; and
(c) adequate insulation of the walls, floor and roof to retain heat and sufficiently protect any *dog* therein against cold weather.

4.12 Every *owner* shall ensure that, in addition to the requirements in Section 3.5, any *dog run* which is provided for their *dog* shall:

(1) be fully enclosed and constructed to prevent the escape of any *dog* therein;

(2) not have any individual side which is less than 1 metre in length;

(3) have a minimum area of 9.5 square metres to be increased by 3 square metres for each additional *dog* therein over the number of one;

(4) have a height of no less than 1 metre above the tallest *dog* in a standing position kept therein; and

(5) include a section maintained in a dry condition and of sufficient size to permit a *dog* within to lie down.

4.13 Every *owner* shall ensure that any *doghouse* or *dog run* provided for their *dog* is:

(1) only located in a *rear yard* or *interior side yard*;

(2) set back at least 2 metres from any *lot line*; and

(3) maintained in good repair and in a clean and sanitary condition free of obnoxious odours.

4.14 No *person* shall cause or permit a *dog* to be kept in a *dog run* for more than 20 hours within a 24 hour period and, during such time as the *dog* is required to be released, it shall not be tethered.

Dangerous Dogs

4.15 Every *owner* shall ensure that, in the absence of a *mitigating factor*, their *dog* does not:

(1) bite, attack or cause injury to any *person* or an *owner's animal*; or

(2) behave in an aggressive or menacing manner to any *person* or an *owner's animal*.

4.16 Where a *Town designate* has reason to believe that a *dog* is a *dangerous dog*, an order declaring the *dog* as a *dangerous dog* may be issued to any *owner* of such *dog* and, without limiting any other Section of this By-law, such order may include any or all of the following conditions:

(1) where a *dangerous dog* is on its *owner's lot*, it shall be kept in accordance with the following methods in a manner to ensure that it is safely restrained and incapable of causing injury to any *person* or an *owner's animal* entering on the *lot*:

(a) secured in a dwelling on the *lot*;
(b) when outdoors:

(i) enclosed in a fully fenced *rear yard*, *interior side yard* and/or *exterior side yard* where such fence, and any gate that is part thereof, is of sufficient height, design and condition to prevent the *dog* from escaping the *yard* under any circumstances; or
(ii) kept in a *dog run* in a *rear yard* or *interior side yard* and such *dog run* shall be of sufficient height, design and condition to prevent the *dog* from escaping or causing harm to any other *animal* therein under any circumstances;

(2) where a *dangerous dog* is in any place other than its *owner's lot*, such *dog* shall be:

(a) equipped with a *muzzle* fitted over its mouth; and
(b) restrained by a *leash* under the direct physical control of a capable *person* over 18 years of age;

(3) the *dangerous dog* is prohibited from entering and using any *leash free park*;

(4) the *dangerous dog* shall be implanted with a *microchip* and proof, in a form satisfactory to a *Town designate*, shall be provided to the *Town*;

(5) a Dangerous Dog Identification Tag shall be purchased from the *Animal Shelter* which shall be worn by the *dangerous dog* at all times;

(6) a photograph of the *dangerous dog*, and any other identifying information deemed necessary by a *Town designate*, shall be provided to the *Town*;

(7) the *Town* shall be provided with copies, satisfactory to a *Town designate*, of the most updated records for the *dangerous dog* to provide proof of rabies vaccination;

(8) a warning sign, in a form approved by the *Town*, shall be conspicuously displayed at all entrances to the *owner's lot* where the *dangerous dog* is kept and such signs shall clearly indicate the *dog's* presence to any approaching *person*;

(9) the *dangerous dog* shall be required to complete training in the form required by the *Director*;

(10) any other condition as deemed necessary by a *Town designate* to protect the health and safety of any *person* or *animal* including the *dangerous dog* and its *owner*.

4.17 An order declaring a *dog* as a *dangerous dog* shall take effect at the time that service of the order is deemed effective in accordance with Section 9.10.

4.18 The *owner* of a *dangerous dog* shall upon request provide a status update to the satisfaction of the *Town* in respect of the *dangerous dog* and shall provide notification to the *Town* within 48 hours of:

(1) any change to the residency or ownership of the *dangerous dog*; or

(2) the death of the *dog*.

4.19 An order declaring a *dog* to be a *dangerous dog* shall expire upon the death of such *dog*.

4.20 Where any *dog* was declared a *dangerous dog* in accordance with a previous *Town* By-law, even where repealed, such *dog* shall be deemed to be a *dangerous dog* pursuant to this By-law and shall continue to be subject to the terms of any applicable order in effect at the time of the enactment of this By-law.

Appeal of Dangerous Dog Order

4.21 A *person* to whom an order was issued under Section 4.16 may apply to appeal the order through a hearing by the *Town's* Appeal Board and the Appeal Board may:

(1) confirm the order; or

(2) exempt the *person* in whole or in part from compliance with the order.

4.22 Any application or request to appeal an order declaring a *dog* as a *dangerous dog* shall not act as a stay of the order including any condition or requirement imposed therein.

Leash Free Parks

4.23 The subject lands delineated in Schedule B, attached to and forming part of this By-law, shall be designated as a *leash free park*.

4.24 No *person* shall use a *leash free park* except during the permitted hours as displayed on the sign posted at such park.

4.25 An *owner* shall accompany their *dog* at all times while it is within a *leash free park* to ensure that it remains under control and such *owner* shall be a minimum of 18 years of age and capable of physically restraining the *dog*.

4.26 No *person* shall have or attempt to have in excess of 3 *dogs* under their care and control in a *leash free park* at any one time.

4.27 Every child within a *leash free park* shall be supervised and accompanied by their parent or a legal guardian at all times.

4.28 No *owner* shall cause or permit their *dog* to enter or use a *leash free park* if the:

(1) dog poses any danger to, or frightens, other *persons* or *dogs*;

(2) dog displays, or has in the past displayed, aggressive behavior;

(3) owner has been advised by a police officer, *Town designate*, *Town* Staff or authorized agent on behalf thereof that the *dog* is prohibited from using a *leash free park*; or

(4) owner has been convicted of an offence related to the conduct of the *dog* under any Federal or Provincial legislation or a municipal By-law.

4.29 No *owner* shall cause or permit their *dog* to enter or use a *leash free park* unless such *dog* is:

(1) neutered or spayed;

(2) in good health and appropriately vaccinated;

(3) older than six months; and

(4) adequately identified as required by Section 4.3.

4.30 Every *owner* who permits their *dog* to enter or use a *leash free park* shall:

(1) immediately remove the *dog* from the *leash free park* if:

(a) it shows any aggressive behavior toward a *person* or other *dog*; or
(b) a police officer, *Town designate*, *Town* Staff or authorized agent on behalf thereof requests the removal of the *dog* for any reason;

(2) ensure that such *dog* is under voice control and within their sight at all times; and

(3) immediately remove any excrement left by such *dog*.

4.31 Every *owner* shall ensure that their *dog* is controlled by *leash* when entering and leaving a *leash free park*.

4.32 No *person* shall cause or permit any *animal* other than a *dog* to enter or remain within a *leash free park*.

Part 5 – Cats

5.1 No *owner* shall keep or permit to be kept in excess of 5 *cats* on a *lot*.

5.2 For the purposes of Section 5.1, a *cat* shall not count towards the total permitted number if kept in accordance with the following:

(1) within a pet store;

(2) temporarily kept by a rescue organization, recognized by the *Town*, for the purposes of being fostered and subsequently adopted or in connection with a *Trap, Neuter and Return program*; or

(3) on a *lot* within an agricultural or rural *zone* for the purposes of providing outdoor pest control to support an active agricultural operation.

5.3 Every *owner* of a *cat* shall ensure that it has a *microchip*, identification tag or similar means of identification affixed to it at all times which shall include the current contact information for an *owner* of such *cat*.

5.4 No *owner* shall cause or permit their *cats* to create an adverse impact to any adjacent or nearby *lot* as a result of odour, noise, roaming of *cats* or otherwise.

Trap, Neuter and Return Programs

5.5 Every *person* who participates in a *Trap, Neuter and Return program*, or similar campaign, operated by the *Town* shall comply with all conditions of such program as imposed by the *Director* and approval for a *person* to participate may be rescinded at any time where, in the opinion of the *Director*, such conditions are not complied with.

Part 6 – Hens and Pigeons

6.1 Notwithstanding Section 3.17 and provided they are kept in accordance with all applicable provision contained within Part 6, *hens* shall be permitted to be kept on residentially *zoned lots* and pigeons shall be permitted to be kept on residentially, agriculturally or rural *zoned lots*.

Keeping of Hens and Pigeons

6.2 No *owner* of *hens* shall keep them other than in accordance with the following requirements:

(1) a maximum of 4 *hens* shall be permitted to be kept per *lot*;

(2) all *hens* shall be a minimum of 4 months old;

(3) hens shall be kept in a *hen coop* or *hen run* at all times; and

(4) subject to the exception that *hens* shall be kept in a locked *hen coop* from 9:00 p.m. to 6:00 a.m., *hens* shall have access to a *hen run* at all times.

6.3 No *owner* shall keep pigeons other than in accordance with the following requirements:

(1) a maximum of 60 pigeons shall be permitted to be kept per *lot*;

(2) pigeons shall only be kept for the purposes of racing, exhibition or breeding related thereto;

(3) pigeons shall not be kept for consumption as food;

(4) every *owner* of pigeons shall be a member in good standing of a *recognized pigeon club*;

(5) pigeons shall have affixed at all times a leg band which is issued by and identifies a *recognized pigeon club*;

(6) pigeons shall be kept in a *pigeon loft* at all times with the exception of where such *animals* are released for:

(a) training flights in accordance with Section 6.7; or
(b) a race or exhibition organized by a *recognized pigeon club*;

(7) pigeons shall not be permitted to perch, nest or stray on any property in the vicinity of the *lot* on which such pigeons are kept;

(8) pigeons shall not be fed outside of a *pigeon loft* or in any manner which may attract other *animals*, pests or vermin.

6.4 Every *owner* who keeps both *hens* and pigeons on a single *lot* shall ensure that they are kept in separate enclosures and no other type of *animal* shall be permitted to be kept within a *pigeon loft*, *hen coop* or *hen run*.

6.5 Every *owner* shall ensure that their *hens* and pigeons shall be:

(1) provided with adequate access to food and clean water;

(2) kept in a clean and healthy condition free from disease and, where necessary, shall be provided with veterinary care; and

(3) provided with appropriate space and environmental conditions conducive to good health, including but not limited to, the opportunity to socialize and engage in fundamental behaviours such as scratching, roosting and dust bathing.

6.6 Every *hen* and pigeon *owner* shall:

(1) reside on the *lot* where such *animals* are kept; and

(2) ensure that their *hens* and pigeons are kept in a manner so as to not cause a nuisance to any adjacent neighbour.

Training Flights

6.7 An *owner* shall only release their pigeons for training flights in accordance with the following conditions:

(1) a pigeon may only be released for a maximum of 2 flights per day;

(2) only half of the total number of pigeons kept by an *owner* may be free from their *pigeon loft* at any one time;

(3) pigeons shall only be permitted to fly at the following times:

(a) before 9 a.m. or after 5 p.m. during the months of April to September; or
(b) before 10 a.m. or after 3 p.m. during the months of October to March; and

(4) the *owner* shall supervise their pigeons at all times when flying in the vicinity of the *lot* on which they are kept.

Hen Coop, Hen Run and Pigeon Loft Requirements

6.8 No *person* shall permit in excess of 1 *hen coop*, 1 *hen run* and 1 *pigeon loft* per *lot*.

6.9 Every *owner* shall ensure that any *hen coop*, *hen run* or *pigeon loft* provided for their *animals* shall comply with the following size requirements as applicable:

(1) every *pigeon loft* or combination of *hen coop* and *hen run* shall be less than 10 square metres in size;

(2) a minimum of 0.37 square metres per *hen* is required for the floor area of a *hen coop* along with a minimum of 0.93 square metres ground area per *hen* for a *hen run*;

(3) a *pigeon loft* shall require a minimum floor area of 0.2 square metres per pigeon; and

(4) no *hen coop*, *hen run* or *pigeon loft* shall exceed 2 metres in height as measured from the highest point of the structure and the ground directly below such point.

6.10 Every *owner* shall ensure that any *hen coop*, *hen run* and all associated feed and manure storage in respect of their *hens* shall be:

(1) located in a *rear yard* only;

(2) set back at least 2 metres from any *lot line*;

(3) a minimum distance of 3 metres from any dwelling on an adjacent *lot*; and

(4) at least 15 metres from any *lot* on which a church, business or school is located.

6.11 Every *owner* shall ensure that any *pigeon loft* and all associated feed or manure storage in respect of their pigeons shall be:

(1) located in a *rear yard* only;

(2) set back at least 6 metres from any *lot line*;

(3) a minimum distance of 15 metres from any dwelling on an adjacent *lot*;

(4) at least 15 metres from any *lot* on which a church, business or school is located; and

(5) located on a *lot* which is a minimum of 1 acre in size.

6.12 Every *owner* shall ensure that any *hen coop*, *hen run* or *pigeon loft* provided for their *animals* shall be constructed to:

(1) be completely enclosed so as to prevent the escape of any *hen* or pigeon therein;

(2) have adequate ventilation, provide protection from weather, exclude rodents and include a lock to be secured against the entry of predators; and

(3) include food and water containers.

6.13 Every *owner* shall ensure that any *hen coop* provided for their *hen* shall include at least 1 nest box for egg laying, 1 perch providing 20 centimetres of space per *hen* and every *hen run* shall have a floor comprised of any combination of vegetated or bare earth.

6.14 Every *hen* or pigeon *owner* shall ensure appropriate maintenance in accordance with the subsequent provisions:

(1) food and water containers shall be cleaned regularly and disinfected;

(2) *hen coops* and *pigeon lofts*, including perches and nest boxes as applicable, shall be cleaned regularly and disinfected a minimum of 2 times annually;

(3) food shall be stored in rodent proof containers and secured at all times to prevent rodents or other *animals* from accessing it and leftover food shall be removed in a timely manner;

(4) manure and droppings shall be removed in a timely manner, stored manure shall be kept in an enclosed structure that prevents any odour and no more than .085 cubic metres shall be stored at any time; and

(5) *hen coops*, *hen runs* and *pigeon lofts* shall be maintained in good repair and in a clean and sanitary condition, being kept free of obnoxious odours or substances and vermin.

Prohibitions

6.15 Notwithstanding Section 6.1, no *person* shall cause or permit the keeping of *hens* or pigeons on a multiple residential *zoned lot*.

6.16 No *person* shall cause or permit the keeping of any rooster on a residentially *zoned lot*.

6.17 No *person* shall cause or permit the sale of eggs, manure or any other products derived from the keeping of *hens* on a residentially *zoned lot* or pigeons on a residentially, agriculturally or rurally *zoned lot*.

6.18 No *person* shall cause or permit the slaughter or euthanizing of a *hen* on any residentially *zoned lot* and, in the case of a pigeon, on a residentially, agriculturally or rurally *zoned lot*, and any deceased *hen* or pigeon shall be disposed of through the services of a veterinarian or a licensed deadstock operator.

Part 7 – Animal Shelter

Impounded Animals

7.1 At the discretion of the *Animal Shelter*, any *animal* that is delivered as a result of it being *at large* may be impounded.

7.2 Every *animal* that is impounded shall be held by the *Animal Shelter* for a minimum redemption period of 3 days exclusive of the day on which the *animal* was impounded, statutory holidays and any day which the *Animal Shelter* is closed.

7.3 The *Animal Shelter* shall keep a record of each *animal* that is impounded including but not limited to the date of impoundment, a description of the *animal*, any identification or contact information found on the *animal* and the date and manner of disposition.

7.4 Where an *animal* is not redeemed by its previous *owner* within the period established pursuant to Section 7.2, such *animal* shall become the sole property of the *Town* and may be made available for adoption, sold, transferred to a new *owner*, humanely euthanized or otherwise.

Redemption

7.5 During the period established pursuant to Section 7.2, an *animal* may be redeemed by its previous *owner* and released from the *Animal Shelter* if such *person* provides satisfactory identification of the *animal* and upon:

(1) payment of all applicable fees as outlined in the *Town's* Fees By-law, as amended;

(2) reimbursement of the *Town* for any costs incurred as a result of veterinary or other care deemed necessary for the wellbeing of the *animal* while it was impounded; and

(3) in the case of a *dog* or *cat*, unless a means of identification already exists to satisfy the requirements of this By-law, such *animal* shall have an identification tag affixed to it which includes the previous *owner's* current contact information.

Adoption

7.6 A *person* may only be eligible to adopt an *animal* from the *Town* if they are, to the satisfaction of the *Animal Shelter*, capable of providing proper care to such *animal* and may be reasonably expected to meet the requirements of this By-law.

7.7 Every *person* who intends to adopt an *animal* from the *Animal Shelter* shall:

(1) complete an application in a form prescribed by the *Town*;

(2) where the *animal* being adopted is a *cat* or *dog*, obtain an identification tag for or have a *microchip* implanted in the *animal*, both of which shall require the current contact information of the adopting *person*; and

(3) pay all applicable fees in accordance with the *Town's* Fees By-law, as amended.

7.8 The *Town* may refuse the adoption of an *animal* for any reason.

Surrender

7.9 An *animal* may only be surrendered to the *Animal Shelter* where the *owner* of such *animal* provides:

(1) all information requested by the *Animal Shelter* which may include but is not limited to the *animal's* prior health and behavioural history;

(2) on a form prescribed by the *Town*, written consent to the surrender acknowledging that all previous *owners* of the *animal* relinquish possession and ownership which are irrevocably transferred to the *Town*; and

(3) payment of all applicable fees in accordance with the *Town's* Fees By-law, as amended.

7.10 An *animal* may be required to pass an assessment conducted by the *Animal Shelter* prior to it being approved for surrender.

7.11 Where an *animal* is surrendered to the *Animal Shelter*, all previous *owners* are deemed to have relinquished ownership and possession of the *animal* which shall become the sole property of the *Town* and may be made available for adoption, sold, transferred to a new *owner*, humanely euthanized or otherwise.

7.12 The *Town* may refuse the surrender of an *animal* for any reason including but not limited to where, in the opinion of the *Animal Shelter*, such *animal* is not suitable for subsequent adoption.

Protective Care

7.13 The *Animal Shelter* or a *Town designate* may receive an *animal* for the purpose of providing *protective care* in any circumstance that the *Director* deems appropriate which may include but is not limited to where *protective care* is required as a result of an eviction, incarceration, medical or fire emergency or at the request of the Ontario Provincial Police or other police service.

7.14 Where any *animal* is received into *protective care* by the *Town*, it shall only be kept on a temporary basis for a maximum period of 5 days unless extended by the *Director*, exclusive of the day on which the *animal* was received, statutory holidays and any day which the *Animal Shelter* is closed.

7.15 During the period outlined in Section 7.14, an *animal* may be retrieved by its former *owner*, or an agent on behalf thereof, upon:

(1) payment of all applicable fees as outlined in the *Town's* Fees By-law, as amended; and

(2) reimbursement of the *Town* for any costs incurred as a result of veterinary or other care deemed necessary for the wellbeing of the *animal* while it was in *protective care*.

7.16 Any *animal* receiving *protective care* that has not been retrieved pursuant to Section 7.15 by the expiry of the period outlined in Section 7.14, shall be impounded by the *Animal Shelter* in accordance with Sections 7.2 through 7.4.

7.17 Where an *animal* that was receiving *protective care* is impounded as a result of it not being retrieved, in addition to complying fully with Section 7.5, in order to redeem such *animal* the previous *owner* shall pay all fees required in accordance with Section 7.15.

7.18 The *Town* may refuse to receive an *animal* into *protective care* for any reason.

Humane Care

7.19 Any *animal* that is kept by the *Animal Shelter* as a result of impounding, surrender, *protective care* or otherwise may be provided with any medical interventions or other care deemed necessary by the *Animal Shelter* to protect such *animal*.

7.20 Nothing in this By-law shall prevent the *Animal Shelter* from humanely euthanizing an *animal* in its care at any time if, in conjunction with a veterinarian, the *Animal Shelter* determines that such *animal* is ill or injured and is incapable of being so cured or healed as to live thereafter without suffering.

Part 8 – Administration

8.1 The *Director*, *Town designates* and *Animal Shelter* shall be responsible for the administration of this By-law.

8.2 A *Town designate* may, in the most humane manner possible permitted by the circumstances, destroy an *animal* suspected of being *at large* if, in the opinion of the *Town designate*, such *animal* should be destroyed without delay for humane reasons due to severe injury or illness from which the *animal* would not likely recover and sustain life and where it would be inhumane to remove the *animal* to a veterinary hospital or the *Animal Shelter* for care.

8.3 Neither the *Town* nor its employees or agents shall be liable for damages or compensation for any act, or omission thereof, related to an *animal* that is impounded, seized, surrendered, received into *protective care*, euthanized, destroyed or otherwise in accordance with the provisions of this By-law and every *person* shall use a *leash free park* at their own risk and hold the *Town* harmless; for greater clarity, no damages or compensation shall be paid to any *person* under any circumstances.

[Sections 8.4 through 8.12 added by By-law 2019-85 effective December 17, 2019]

Variance Process

8.4 The *Director* is hereby delegated the authority to administer the variance process as outlined herein.

8.5 With the exception of Sections 4.15 through 4.22, a *person*, or agent on behalf thereof, may request a variance from any provisions within Part 4, Part 5 or Part 6 of this By-law.

8.6 A request for a variance shall be submitted to the *Director* on the application form prescribed by the *Town* and shall only be deemed to be complete and ready for a review by the *Director* if it includes:

(1) the name, address and contact information of the applicant;

(2) reference to the specific Section(s) of the By-law from which the variance is sought;

(3) a detailed description explaining why the applicant requires the variance;

(4) any other material deemed necessary by the *Director* to evaluate the request; and

(5) payment of the non-refundable fee as outlined in the *Town's* Fees By-law, as amended.

8.7 Where a complete application is received and the *Director* is of the opinion that the requested variance may impact particular adjacent *lots* or their residents, notice of the variance request may be provided to the *landowners* of those *lots* and such notice shall be delivered:

(1) personally, with service deemed effective on the date the notice is given;

(2) by posting the notice in a conspicuous location on the *landowner's lot*, with service deemed effective on the day after posting; or

(3) by registered mail, with service deemed effective on the 5th day after mailing.

8.8 The *Director* is authorized to approve or refuse a request for a variance from the provisions of this By-law and approval of a request may be in whole or in part with terms and conditions as deemed necessary by the *Director*.

8.9 In considering a request for a variance, the *Director* shall have regard to the following:

(1) whether it is in accordance with the general intent and purpose of the By-law;

(2) if approved, would the resulting variance cause harm or a negative impact to any *animals*;

(3) if approved, would the resulting variance be in keeping with the surrounding area and would there be any negative impact on adjacent residents;

(4) are there any special circumstances and would strict application of the provisions of this By-law result in unnecessary difficulty or hardship for the applicant; and

(5) would approval of the variance result in any impacts to the health, safety or welfare of the public.

8.10 The decision of the *Director* in respect of a variance request shall be deemed final.

8.11 Every *person* to whom a variance is granted shall comply with the variance including all terms and conditions applied.

8.12 The *Director* may revoke a variance where there is reason to believe that the variance or any terms and conditions thereto have not been complied with, and upon revocation, the original provisions of the By-law shall apply.

Part 9 – Enforcement

9.1 The *Director* and *Town designates* shall be responsible for the enforcement of this By-law.

9.2 Where a *Town designate* considers an *animal* to be in immediate distress, such *Town designate* may:

(1) issue an order pursuant to this By-law requiring work to be immediately completed to correct the contravention which may include having the *animal* examined and treated as necessary by a veterinarian; and

(2) where such order is not immediately complied with, remedial action may be initiated in accordance with Section 9.16.

Powers of Entry and Inspection

9.3 Any *Town designate* or agent on behalf of the *Town* may at any reasonable time enter upon any land or *lot* for the purpose of carrying out an inspection to determine whether the following are being complied with:

(1) this By-law;

(2) any direction or order pursuant to this By-law; or

(3) an order issued pursuant to Section 431 of the *Municipal Act, 2001*.

9.4 Where an inspection is conducted in accordance with Part 9 of this By-law, any *Town designate* may:

(1) require the production of documents and things for review that may be relevant to the inspection;

(2) inspect and remove documents or things which may be relevant to the inspection for the purpose of making copies;

(3) require any information from any *person* concerning a matter related to the inspection, including but not limited to names, addresses, contact information, and proof of identity or other identification; and

(4) alone or in conjunction with a *person* possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

9.5 Any *Town designate* or agent on behalf of the *Town* may, for any circumstance set out within this By-law, undertake an inspection in accordance with an order issued pursuant to Section 438 of the *Municipal Act, 2001*.

9.6 No *person* shall hinder or obstruct, or attempt to hinder or obstruct, any *Town designate* who is exercising any power or authority, or performing a duty as permitted pursuant to this By-law and, without limiting the generality of the foregoing, the following shall constitute hindering or obstructing:

(1) declining, neglecting or failing to give, produce or deliver to a *Town designate* any access, information, document or other thing that may be related or relevant to an inspection; or

(2) providing any false or misleading information, document or other thing to a *Town designate* concerning a matter that may be related or relevant to an inspection including but not limited to a *person's* identity or status as the *owner* of an *animal*.

Orders

9.7 Where a *Town designate* is satisfied that a contravention of this By-law has occurred, the *Town designate* may make an order requiring the *person* who caused or permitted such contravention, or the *landowner* of the land or *lot* upon which the contravention occurred, to discontinue the contravening activity.

9.8 Where a *Town designate* is satisfied that a contravention of this By-law has occurred, the *Town designate* may make an order requiring the *person* who caused or permitted such contravention, or the *landowner* of the land or *lot* upon which the contravention occurred, to do work to correct the contravention.

9.9 An order made pursuant to this By-law shall set out the following:

(1) the municipal address and/or the legal description of the land or *lot* on which the contravention occurred;

(2) reasonable particulars of the contravention;

(3) the contravening activity which shall be discontinued or the work to be done to bring the contravention into compliance;

(4) the date by which there must be compliance with the order; and

(5) where applicable, notice that if compliance is not achieved by the prescribed date, the *Town* may complete the work at the expense of any *person* to whom the order is issued.

9.10 An order may be delivered:

(1) personally, with service deemed effective on the date the order is given;

(2) by providing it to any suspected adult *person* on the land or *lot* where the contravention occurred or at the last known address of any *person* named in the order, with service deemed effective on the date the order is given;

(3) by ordinary mail to the address where the contravention occurred or the last known address of any *person* named in the order, with service deemed effective on the 5th day after mailing;

(4) by registered mail to the address where the contravention occurred or the last known address of any *person* named in the order, with service deemed effective on the 5th day after mailing;

(5) by posting the order in a conspicuous location on the land or *lot* where the contravention occurred or at the last known address of any *person* named in the order, with service deemed effective on the day after posting; or

(6) by e-mail transmission only if the order is also delivered by registered mail and such e-mail transmission may be delivered to the last known e-mail address of any *person* named in the order, with service deemed effective on the 5th day after transmission.

9.11 A *Town designate* may enter upon any land for the purpose of delivering an order pursuant to Section 9.10.

9.12 Every *person* to whom an order is issued shall comply with the order.

9.13 Any order issued pursuant to this By-law may be rescinded by the *Director* at any time.

9.14 The *Director* and *Town designates* may extend the time for compliance with an order made pursuant to this By-law.

9.15 No order issued under this By-law shall be appealed to any board, tribunal or similar body established by the *Town* with the exception of an order in respect of a *dangerous dog* pursuant to Section 4.16 and, unless otherwise specified within the order, the final date to request an appeal shall be 20 days after the date that service of such order was deemed effective in accordance with Section 9.10 exclusive of any statutory holidays and any day where the Town Hall is closed.

Remedial Action and Cost Recovery

9.16 Wherever an order issued pursuant to this By-law, directs or requires any matter or thing to be done by any *person* within a specified time period, in default of it being done by the specified time period, remedial action may be initiated by the *Director* or a *Town designate* and the *Town* may recover, from any *person* directed or required to do the matter or thing, the costs incurred through a legal action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

9.17 For the purposes of taking remedial action under Section 9.16, the *Town*, its Staff and/or its agents may enter, at any reasonable time, upon any lands or *lot* on which a default to carry out a required thing or matter occurred.

9.18 For the purposes of recovering costs in accordance with Section 9.16, such costs shall include interest calculated at a rate of 15 per cent or lesser for the period commencing on the day the municipality incurs the costs and ending on the day the costs, including the interest, are paid in full.

Infractions and Penalties

9.19 Every *person* who contravenes any provision of this By-law is guilty of an offence.

Section 9.19.1 added, By-law 2026-066, Effective June 23, 2026.

9.19.1 Every Person who contravenes any provision of this By-law, including an Order issued under this By-law, is guilty of an offence and is liable to pay to the Town an Administrative Penalty and any Administrative Fees, where applicable, pursuant to the Administrative Monetary Penalty System By-law 2024-086, as amended.

9.20 Every *person* who is charged with an offence under this By-law by the filing of a certificate of offence under Part I of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, upon conviction is liable to a fine as provided for by the aforesaid act.

9.21 Every *person* who is charged with an offence under this By-law by the laying of an information under Part III of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, upon conviction is liable, pursuant to the fine provisions of the *Municipal Act, 2001*, to a fine as follows:

(1) to a minimum fine of $500 and to a maximum fine of $100,000;

(2) for each day or part of a day that the offence continues, to a minimum fine of $500 and a maximum fine of $10,000, and the total of all daily fines for the offence is not limited to $100,000; and

(3) in the case of multiple offences, for each offence included in the multiple offence, to a minimum fine of $500 and a maximum fine of $10,000, and the total of all fines for each included offence is not limited to $100,000.

9.22 If any provision of this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the *person* convicted.

Part 10 – Severability

10.1 Should any provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this By-law.

Part 11 – Transition

11.1 By-law 2013-130, By-law 2006-128 and all amendments to each shall be repealed upon this By-law coming into effect.

11.2 This By-law shall come into full force and effect on September 1, 2019.

Enacted by the Town of Caledon Council this 25th day of June, 2019.

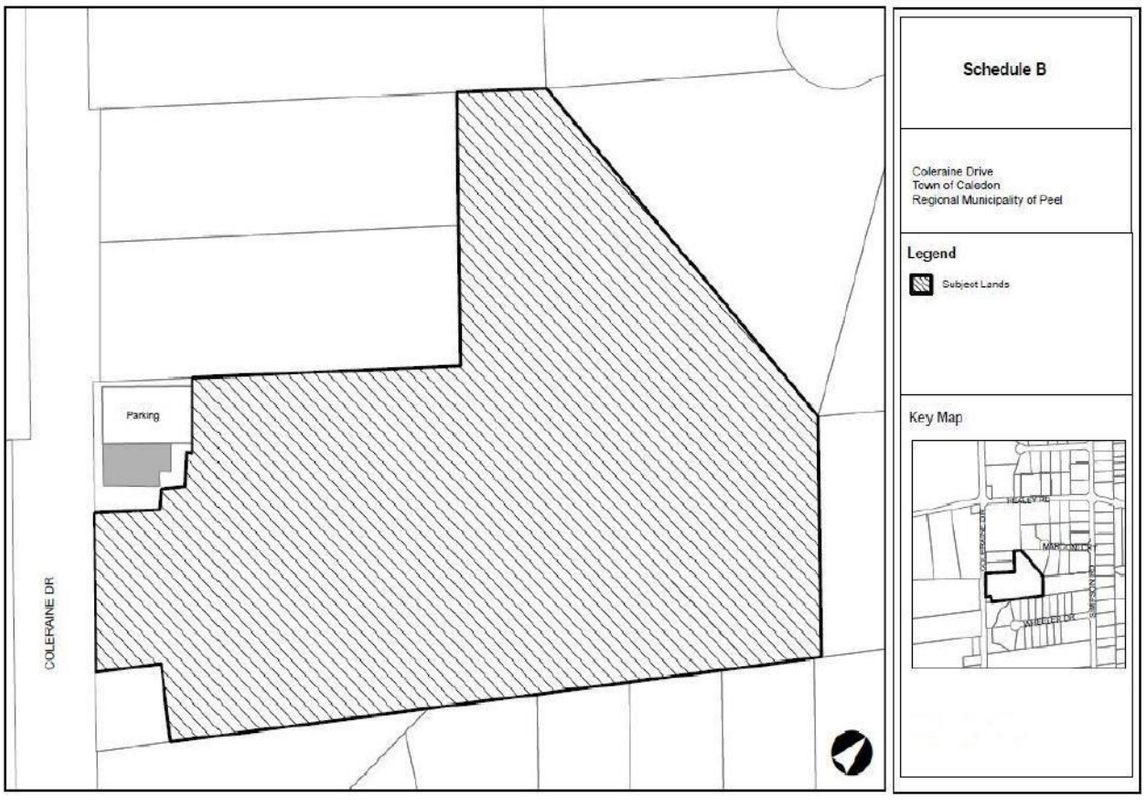
"Allan Thompson"
Allan Thompson, Mayor

"Carey Herd"
Carey Herd, Town Clerk

Schedule A – Prohibited Animals

1. With the exception of those *animals* which meet the requirements of the Permitted Exceptions column, all *animals* in accordance with the Type column are prohibited within the *municipal boundary* and the Common Names of *animals* listed in the table below are provided as examples only and do not limit the generality of the Type.

Class	Type	Common Names	Permitted Exceptions
Arachnida	Araneae	Spiders	
	Scorpiones	Scorpions	
Aves	Accipitriformes	Hawks and eagles	
	Anseriformes	Ducks, geese and swans	
	Apterygiformes	Kiwis	
	Casuariiformes	Emus and cassowaries	
	Columbiformes	Pigeons and doves	
	Falconiformes	Falcons	
	Galliformes	Pheasants, grouse, guineafowls, turkeys, chickens and peafowls	
	Gruiformes	Cranes	
	Phoenicopteriformes	Flamingoes	
	Rheiformes	Rheas	
	Sphenisciformes	Penguins	
	Strigiformes	Owls	
	Struthioniformes	Ostriches	
Mammalia	Artiodactyla	Cattle, goats, sheep, swine, deer, elk, camels, llamas, alpacas and reindeer (caribou)	
	Carnivora	Wolves, coyotes, foxes, fox hybrids, wolf hybrids, hyenas, tigers, leopards, jaguars, cougars, lions, lynx, cheetahs, hybrid bengal, savannah and chausie cats and similar hybrids, minks, skunks, weasels, otters, badgers, mongoose, civets, genets, cacomistles, raccoons, kinkajous, bears, seals and walruses	Domesticated dogs Domesticated cats Domesticated ferrets
	Chiroptera	Bats, myotis and fruit bats	
	Eulipotyphla	Shrews	African pygmy hedgehogs
	Lagomorpha	Hares and pikas	Domesticated rabbits
	Marsupialia	Koalas, kangaroos, possums, opossums, wombats and wallabies	Sugar gliders derived from a self-sustaining captive population
	Perissodactyla	Horses, donkeys, mules, zebras and ponies	
	Primates	Gorillas, monkeys, chimpanzees, lemurs, orangutans and bush babies	
	Proboscidea	Elephants	
	Rodentia	Porcupines, prairie dogs and nutria	Rodents such as hamsters, gerbils, chinchillas and guinea pigs which do not exceed 1,500 grams and are derived from a self-sustaining captive population
	Scandentia	Treeshrews	
	Xenarthra	Anteaters, armadillos and sloths	
Reptilia	Crocodilia	Alligators, crocodiles, gavials and caimans	
	Squamata	Iguanas, savannah monitors, pythons and boas (including anacondas)	Non-venomous or poisonous lizards which have a maximum length of less than 70 centimetres and are not commonly expected to exceed that length Non-venomous or poisonous snakes which have a maximum length of less than 3 metres and are not commonly expected to exceed that length
	Testudines	Terrapins, tortoises and turtles	Turtles derived from a self-sustaining captive population
Other	All venomous or poisonous *animals*.		

Schedule B – Leash Free Parks

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