

**The Corporation of the
Township of Havelock-Belmont-Methuen**

By-law No. 2024 - 023

Being a By-law to Regulate the Keeping of Animals within the Township of Havelock-Belmont-Methuen

WHEREAS Section 11(1) of The Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides broad authority to a lower tier municipality to provide any service or thing that a municipality considers necessary or desirable for the public;

WHEREAS Section 11(2)(6) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that a lower tier municipality may pass by-laws respecting the health, safety, and well-being of persons;

WHEREAS Section 11(3)(9) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that a lower tier municipality may pass by-laws regulating animals;

WHEREAS Section 103(1) of the Municipal Act, 2001, provides that a municipality may pass a by-law regulating or prohibiting the being at large or trespassing of animals;

WHEREAS Section 105(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that if a municipality requires the muzzling of a dog under any circumstances, the council of the municipality shall, upon the request of the owner of the dog, hold a hearing to determine whether or not to exempt the owner in whole or in part from the requirement;

WHEREAS the Council of the Township of Havelock-Belmont-Methuen deems it expedient to enact such a by-law to encourage responsible pet ownership;

NOW THEREFORE the Council of the Corporation of the Township of Havelock-Belmont-Methuen hereby enacts as follows:

1 Definitions

1.1 Agricultural Zone means a property:

- i. zoned to permit agricultural uses pursuant to the current Comprehensive Zoning By-law; or
- ii. for which an agricultural use is a legal non-conforming use pursuant to the Planning Act;

1.2 "AMP" shall mean an Administrative Monetary Penalty System established by a designated By-law.

- 1.3 Animal** is a member of the kingdom Animalia, and is typically characterized by a multicellular body, specialized sense organs, voluntary movement, responses to factors in the environment and the ability to acquire and digest food. A horse, lion and human are each an example of an animal;
- 1.4 Animal Control Officer** means a person appointed by the Council of the Corporation of the Township of Havelock-Belmont-Methuen to enforce Township By-laws respecting animals and includes an Animal Control officer employed by the Peterborough Humane Society, a police officer, and a By-law enforcement officer appointed by Council;
- 1.5 Animal Control Order** means an order declaring a dog to be a biting dog, served on the owner, issued by an Animal Control Officer;
- 1.6 At Large** means to be found in any place other than the owner's property and not under control of any adult person;
- 1.7 Bite** includes the breaking, puncturing, or bruising of the skin of a person or a domestic animal caused by the tooth or teeth of a dog or cat and "bitten" has a corresponding meaning;
- 1.8 Biting Dog** includes a dog that:
- i. in the absence of a mitigating factor, has attacked, bitten, or caused physical injury to a person or a domestic animal;
 - ii. in the opinion of an Animal Control Officer, is likely to attack, bite or cause physical injury to a person or domestic animal; or
 - iii. a dog that has been declared vicious or a biting dog in another municipality in Ontario;
- 1.9 Cat** includes a feline of any breed of domesticated cat or crossbreed domesticated cat, which is over the age of three months, male or female, whether neutered or spayed;
- 1.10 Clerk** means the Clerk of the Corporation of the Township of Havelock-Belmont-Methuen and also means their designate;
- 1.11 Committee** means the Township of Havelock-Belmont-Methuen Appeals Committee as may be appointed by Council from time to time;
- 1.12 Corporation** means the Corporation of the Township of Havelock-Belmont-Methuen;
- 1.13 Council** means the elected Council of the Corporation of the Township of Havelock-Belmont-Methuen;

- 1.14 **Distress** includes the state of being in need of proper care, water, food or shelter or being injured, sick or in pain or suffering or being abused or subject to undue or unnecessary hardship, privation or neglect;
- 1.15 **Dog** includes a canine of any breed of domesticated dog or crossbreed domesticated dog, which is over the age of three months, male or female, whether neutered or spayed;
- 1.16 **Domestic or Domesticated Animal** includes any animal kept by a person as a pet and includes a service animal, but does not include any animal not listed as an exception;
- 1.17 **Dwelling** includes one or more connecting rooms used, or intended for use, as a housekeeping unit containing cooking, eating, sleeping, and sanitary facilities;
- 1.18 **Enclosure** includes the structure, cage or apparatus utilized to keep the animal confined for safekeeping;
- 1.19 **Grandfathered** means the lawful keeping of any animal, deemed to be prohibited or the lawful keeping of any animal in excess of the number permitted as stated in this By-law and, that was lawfully kept prior to the passage of this By-law. The lawful keeping of the animal shall only be for a maximum of twelve months (July 7, 2022) from the passing of this By-law or until the animal is permanently removed from the Township, whichever comes first;
- 1.20 **Humane Society** means the Peterborough Humane Society or any successor organization thereto;
- 1.21 **Kennel** means an enclosed establishment which includes a residential dwelling as described in the Township of Havelock-Belmont-Methuen Comprehensive Zoning By-law where animals, birds, or other livestock intended or used as household pets are kept, bred, trained, boarded, or rescued;
- 1.22 **Leash** includes a leash attached to the collar or harness worn by a dog or cat and of sufficient strength to restrain the dog or cat, which includes rope, chain or other similar devices designed to restrain the breed of animal it is controlling;
- 1.23 **License** means a license issued pursuant to this By-law;
- 1.24 **Microchip** includes an approved Canadian standard encoded 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 the owner of the animal;
- 1.25 **Minor** is a person who has not achieved the age of majority which is 18 years of age;

1.26 Mitigating Factor includes a circumstance that may excuse aggressive behaviour of a dog and, without limiting the generality of the foregoing, may include circumstances where:

- i. the dog was, at the time of the aggressive behaviour, acting in defense of an attack by a person or aggressive animal; or
- ii. the dog was, at the time of the aggressive behaviour, acting in defense of its young or reacting to a person or domestic animal trespassing without permission or colour of right on the property of its owner; or
- iii. the dog was, at the time of the aggressive behaviour, being teased, provoked, or tormented;

1.27 Muzzle includes a humane fastening or covering device of adequate strength and design and suitable to the breed of the dog, that fits over the mouth of the dog and cannot be removed by the dog, so as to prevent the dog from biting;

1.28 Owner means a person or persons who possesses or harbours an animal, and where the owner is a minor, the person responsible for the minor;

1.29 Owner's Property includes the property, building or dwelling owned or occupied by the owner of an animal, or any portion thereof;

1.30 Police Dog includes a dog trained for and actually engaged in law enforcement for the police or other person duly appointed as a peace officer;

1.31 Pound includes the premises that are used for the detention, maintenance or disposal of animals that have been impounded pursuant to an agreement between the Township and the Humane Society or the Dog Owners Liability Act.

1.32 Possession or Harboring of an animal shall be deemed to occur when:

- a. a person permits an animal to remain at or about the property or dwelling which s/he owns or occupies; or
- b. an animal is habitually kept in the occupier's dwelling or on the owner's property;

1.33 Potentially Dangerous Dog means a dog that, in the absence of a mitigating factor, approaches or chases any person or domestic animal anywhere other than on the property of its owner, in a menacing fashion or apparent attitude of attack, including but not limited to aggressive behaviour such as growling or snarling, or a dog that has been otherwise demonstrated a propensity or disposition to attack without provocation from persons or domestic animals;

1.34 Prohibited Animal includes an animal of the type listed in Schedule “B”, and includes animals whose ownership is prohibited under existing Provincial and Federal legislation;

1.35 Prohibited Area means any area or areas designated by Council where dogs are not allowed and posted with signs informing the public accordingly;

1.36 Public Property means any property owned by:

- i. the Township;
- ii. any local board as defined in the Municipal Affairs Act;
- iii. the federal or provincial government;

1.37 Purebred means the dog whose sire and dam represent the same breed and are themselves of unmixed descent:

1.38 Residential Zone means a property:

- i. zoned to permit residential uses pursuant to the Township’s current zoning by-law; or
- ii. for which a residential use is a legal non-conforming use pursuant to the Planning Act;

1.39 Safekeeping of an animal means security in order to prevent an animal from attacking or injuring a person or another animal, or exposing such person or animal to infection or disease, and also includes an environment wherein the animal cannot be injured or infected by the enclosure, and in addition, the said enclosure shall not cause psychological or mental harm to the animal, which shall be ascertained by the distress caused to the animal in the said enclosure, so determined by a veterinarian or other animal expert;

1.40 Service Animal includes an animal if:

- i. It has been certified by a nationally recognized organization or association in providing assistance to a person with a disability;
- ii. it has been trained to provide assistance to a person with a disability that relates to a person’s disability; and
- iii. it is readily identifiable that the animal is used by the person for reasons relating to his or her disability; or
- iv. the person provides a letter from a regulated health professional confirming that the person requires the animal for reasons relating to the disability; and

- v. where an Article in this By-law sets out a maximum number of animals allowed to be kept, a Service Animal shall not be included in the calculation;

1.41 Township means the Corporation of the Township of Havelock-Belmont-Methuen;

1.42 Township Property shall mean all property owned, leased or under the control of the Township of Havelock-Belmont-Methuen, and without limitation, this term shall include all, open space, opened or unopened road allowance, sidewalks, footpaths, or bicycle trails;

1.43 Under Control means having the animal kept secure and in the possession of the keeper by means of a leash, chain, or tether, or confined in a safe and secure enclosure in the possession of the keeper;

1.44 Universal Dog Tag means a yearly renewable dog tag which will be invoiced each year.

2 Licenses

2.1 Within seven calendar days of the later of becoming:

- i. an owner of a dog, cat or kennel required to be licensed under this By-law; or
- ii. a resident of the Township if already an owner of a dog or cat required to be licensed under this By-law; or
- iii. if the dog or cat is possessed or harboured in the Township for a period of time which is sufficient to demonstrate that the person who has care and control of the dog can be deemed the owner thereof;
- iv. every person shall obtain a license and pay the fee prescribed by Schedule "A".

2.2 Every service animal shall be registered/licensed and receive a tag, but at no cost to the owner.

2.3 No person shall operate a kennel without obtaining a license and paying the fee prescribed in Schedule "A".

2.4 Kennels may be permitted, as per the Township of Havelock-Belmont-Methuen current zoning by-law for Rural (RU) and Agricultural (A) zones only.

Every person that applies for a kennel license shall also comply with the following:

- i. Minimum lot area of 6 hectares (15 acres) in area;
- ii. Minimum setback of 61 metres (200 feet) of any street line; and (d) Within 61 metres (200 feet) of any adjacent lot line.
- iii. All building and structures must be built to a solid secure standard and require an inspection by a Building Inspector appointed by the Municipality prior to kennel license issuance.
- iv. Kennel buildings shall not be directly connected to a building which is or can be used for human habitation.
- v. Provide adequate lighting for a minimum continuous period of eight hours within every twenty-four hour period.
- vi. Provide adequate food, shelter, exercise, potable water, and veterinary care as set in the Code of Practice for the Canadian Kennel Club.
- vii. Outside Areas – minimum size requirements are eighty square feet for small to medium breeds plus an additional forty square feet for every dog after the second. Minimum 120 square feet for large breeds plus an additional sixty feet per dog after the second. Solidly constructed minimum of six feet in height and secured at the bottom to prevent escape by means of digging.

The Building Inspector/Enforcement Officer reserves the right to inspect any premises prior to licensing.

- 2.5** Every person who is issued a kennel license pursuant to Section 2.3 shall ensure that the said license be posted within the kennel or in a secure area of the property where the kennel is located, and shall recite the number of all dog(s) composing the kennel.
- 2.6** All licenses shall be valid for one calendar year (January 1st – December 31st) annually, and the owner shall obtain a new license(s) no later than March 31st of the following year.
- 2.7** Where an owner obtains a license for a dog or cat under this By-law, the owner shall be given a universal tag for such animal. Each universal tag shall indicate an identification serial number thereon for such tag, and the same shall be provided to the owner by the Clerk, or his/her designate.
- 2.8** A record shall be kept by the Clerk, or his/her designate, showing the name, address, and phone number of the owner of the animal and the serial number of the tag provided to the person pursuant to Section 2.6

2.9 Every dog or cat licensed under this By-law shall have their universal tag securely attached to a breakaway collar and attached to the animal at all times unless the dog or cat:

- i. is receiving veterinary treatment;
- ii. is being cleaned;
- iii. otherwise, cannot have the tag affixed because it would represent a danger to the animal;
- iv. the dog is being lawfully used for hunting.

2.10 No person shall place a universal tag upon any dog or cat other than the dog or cat for which it was obtained.

2.11 Tags which are lost may be replaced by providing sufficient proof that the animal possessed a license for the current year and paying to the Clerk or his/her designate the sum set out in Schedule "A" for each lost tag.

Universal dog tags may be sold by pre-approved locations as approved by the Township, within the Township. (For example: a vet clinic, dog supply stores).

3 Keeping Animals

3.1 Every person who keeps one or more animals shall be responsible to ensure that the owner's property upon which the animal or animals are kept are maintained in a sanitary condition and that excrement is not allowed to accumulate and is disposed of in a proper receptacle which will not create a nuisance or a health hazard.

3.2 No person shall keep an animal incidental to a farm or agricultural use, except in a Rural or Agricultural zone. A farm use shall be deemed to occur when the animal(s) is/are used to produce or generate food for human or animal consumption.

3.3 No person shall keep an animal tethered on a rope, chain, cord, or similar restraining device unless:

- i. the tether is a minimum of 3 metres;
- ii. the animal has unrestricted movement within the range of such tether;
- iii. the animal is not tethered for longer than 10 consecutive hours in a 24-hour period;
- iv. the animal has access to water and shelter while tethered; and
- v. the animal cannot injure itself as a result of the tethering.

- 3.4** Every person who keeps an animal in the Township shall ensure that the standards of care set out in the Regulations under the Ontario Society for the Prevention of Cruelty to Animals Act are provided for the animal.
- 3.5** Nothing under this article requires the Township to assume responsibility concerning distress or care of an animal, which is the obligation of the OSPCA.

4 Dogs - General

- 4.1** The owner of every dog over the age of three months shall cause the dog to be licensed under this By-law in accordance with the annual license fee outlined in Schedule "A", and the owner of such dog shall provide proof of current rabies immunization.
- 4.2** No person shall keep, or permit to be kept, in or about an owner's property in the Corporation, more than three dogs at any one time, with the exception of:
- i. a registered and licensed shelter or pound;
 - ii. a kennel;
 - iii. dogs under the age of three months.
- 4.3** No owner of a dog shall permit the dog to be at large in the Township. A dog shall be deemed to be at large if it is found in any place other than the property or premises of the owner.
- 4.4** Every owner of a dog shall ensure that the dog is kept on a leash and under the control of a person when the dog is on any land in the Township unless:
- i. the land is the premises of the owner of the dog;
 - ii. the land is owned by a person who has given prior consent to the dog being off the leash;
 - iii. the dog(s) are used as a working farm assistant, are being used in their vocation on public property, under the control of herdsman;
- 4.5** No owner of a dog shall permit the dog to be within the following areas, unless the dog is a service animal:
- i. The Arena and Park area located at 39 George Street, including the playground area, the ball diamond and bleacher area, and the parking lot. The area to the north of the arena is exempt from this prohibition;
 - ii. The West End Park and playground area on Concession Street;

iii. Soccer Field on Industrial Drive

- 4.6** The owner of a dog shall forthwith remove any excrement left by the dog on land within the Township, or any highway, public property, and private property other than the property of the owner. The owner shall dispose of the excrement in a proper refuse receptacle.
- 4.7** Every person who owns a dog shall remove from his or her premises, in a timely manner, excrement left by the dog.
- 4.8** Sections 4.6 and 4.7 do not apply to:
- i. a handler of a service animal, where the handler is unable to remove the excrement left by such dog due to physical disability or impediment; or
 - ii. a blind or visually impaired handler of a service animal if the excrement was left while the dog was off the premises of the handler and during the course of fulfilling its duties.

5 Dogs – Biting

- 5.1** No owner shall permit a dog to bite or attack a person or a domestic animal.
- 5.2** Where an Animal Control Officer has reason to believe that a dog is a biting dog, an Animal Control Officer may issue and serve upon the owner an Animal Control Order declaring the dog to be a biting dog.
- 5.3** A Committee shall be established to conduct a hearing to determine whether or not to exempt the owner in whole or in part from the Animal Control Order.
- 5.4** An Animal Control Order declaring a dog to be a biting dog shall set out such measures as are required by the owner of the dog to take in respect of such dog, which may include the following requirements:
- i. the owner shall, when the biting dog is not securely inside the owner's dwelling but is otherwise on the owner's property, at all times keep the biting dog securely restrained in one of the following manners so as to prevent the biting dog from escaping and to prevent the dog from biting or causing injury to any person or domestic animal entering onto the owner's property:
 - a. the biting dog shall be located within a securely fenced yard where the fence is of sufficient dimension and design to prevent the biting dog from escaping from the yard, and any gate in such fenced yard shall be locked at all times when the biting dog is in the fenced yard; or

- b. the biting dog shall be located within a fully enclosed pen or run of sufficient dimension, design, and strength to be humane and to prevent the biting dog from digging its way out of or otherwise escaping from the enclosed pen or run; or
- c. the biting dog shall be muzzled so as to prevent it from biting a person or domestic animal and securely restrained within a yard by means of a leash or chain to prevent the biting dog from escaping from the yard; and
- d. the biting dog shall not be kept in the front yard of the owner's property.

ii. the owner shall securely attach a muzzle to the biting dog at all times when the biting dog is in any place other than the owner's property;

iii. the owner shall keep the biting dog under the physical control of a person 18 years of age or older by means of a non-retractable leash with a maximum length of 2 metres held by the said person at all times when the biting dog is in any place other than the owner's property;

iv. The owner shall provide to the Animal Control Officer a copy of the current municipal dog tag receipt within forty-eight (48) hours of service of the Animal Control Order;

v. the owner shall provide to the Animal Control Officer a copy of all immunization records of the dog within forty-eight (48) hours of service of the Animal Control Order;

vi. the owner shall notify the Animal Control Officer within 48 hours of any changes to the residency or ownership of the dog;

vii. the owner shall notify the Animal Control Officer within forty-eight (48) hours of the death of the dog.

5.5 Where an Animal Control Officer has reason to believe that a dog is a Potentially Dangerous dog, the Animal Control Officer may issue and serve upon the owner an Animal Control Order declaring the dog to be a Potentially Dangerous dog.

5.6 An Animal Control Order declaring a dog to be a Potentially Dangerous dog shall set out such measures as are required by the Owner of the Potentially Dangerous dog to take in respect of such dog, which may include all or some of the requirements set out in subsection 5.4.

5.7 Every Animal Control Order shall include a statement advising the owner of the dog of the ability to make application for a hearing before the Committee in accordance with the provisions of this By-law.

- 5.8** Unless varied by the Committee on an appeal, a requirement of an Animal Control Order that the owner shall keep the dog leashed at all times when the dog is any place other than the owner's property shall apply to and be deemed to include all areas in the Corporation that may, from time to time, be designated as leash free zones.
- 5.9** An Animal Control Order may be served on the owner personally by handing it to the owner, but where the Animal Control Order cannot be given or served by reason of the owner's absence from the owner's property or by reason of evasion of service, the Animal Control Order may be given or served, by:
- i. leaving it at the owner's last known or usual place of abode with an inmate thereof who appeared at least 16 years of age; or
 - ii. posting it in a conspicuous place upon some part of the owner's property and by sending a copy by regular mail; or
 - iii. sending it by prepaid registered mail to the owner at the address where he or she resides.
- 5.10** An owner of a dog may apply for and is entitled to a hearing before the Committee in respect of an Animal Control Order, provided the application for a hearing is made in writing and delivered to the Township Clerk within 30 calendar days after the Animal Control Order has been served.
- 5.11** An Animal Control Order takes effect when it is served on the person to whom it is directed and remains fully in effect unless it has been varied by the Committee.
- 5.12** In accordance with subsection 105(4) of the Municipal Act, 2001, an application by the owner of a dog for a hearing under this By-law does not act as a stay of any requirement imposed by an Animal Control Order.
- 5.13** Upon receipt of an application for a hearing pursuant to the provisions of this By-law, the Clerk shall convene a meeting of the Committee and shall give the owner of the dog at least seven (7) calendar days written notice of the hearing.
- 5.14** The Committee may:
- i. confirm, vary, or reverse the declaration in an Animal Control Order that the subject dog is a biting dog, as the case may be;
 - ii. confirm or vary any of the requirements of an Animal Control Order as the Committee considers appropriate;
 - iii. exempt the owner of the dog in whole or in part from any of the requirements of an Animal Control Order, subject to such terms and conditions as the Committee considers appropriate;

- iv. impose conditions which, if fulfilled to the satisfaction of the Committee, will permit the Committee in its sole discretion to vary or exempt the owner from some or all of the terms or restrictions in the Animal Control Order; or
- v. combine any confirmation, variance, condition, or exemption of any of the requirements in an Animal Control Order as the Committee considers appropriate.

5.15 Any notice or document that has been served pursuant to the provisions of this By-law by prepaid registered or regular mail shall be deemed to have been received by the person to whom it is addressed on the fifth (5th) day after the day it is mailed.

5.16 The Committee shall deliberate the merits of the evidence presented and shall render its decision at the meeting or shall reserve its decision to be presented later, which shall not be later than ten (10) days following the date of the hearing.

5.17 The decision of the Committee is final and binding.

5.18 No person shall:

- i. fail to comply with an Animal Control Order;
- ii. fail to restrain a dog that is required to be restrained pursuant to an Animal Control Order;
- iii. fail to muzzle a dog that is required to be muzzled pursuant to an Animal Control Order; or
- iv. fail to leash a dog that is required to be leashed pursuant to an Animal Control Order; or
- v. Permit his or her dog to attack or bite any person or domestic animal.

6 Cats

6.1 The owner of every cat over the age of three months shall cause the cat to be licensed under this By-law in accordance with the annual license fee outlined in Schedule "A" and the owner of such cat shall provide proof of current rabies immunization.

6.2 Every owner of a cat shall ensure that the cat is kept on a leash and under control of a person unless the:

- i. land is the premises of the owner of the cat; or
- ii. land is owned by a person who has given prior consent to the cat being off the leash;

6.3 No person shall keep, or permit to be kept, in or about an owner's property in the Township, more than three cats at any one time, with the exception of:

- i. a registered and licensed shelter or pound;
- ii. cats under the age of four months; or
- iii. a duly licenced kennel.

6.4 No owner of a cat shall permit the cat to be at large in the Township. A cat shall be deemed at large if found in any place other than the owner's property.

6.5 The owner of every cat shall forthwith remove, or cause to be removed, any excrement left by the cat on land within the Corporation. The owner shall dispose of the excrement in a proper refuse receptacle.

6.6 Every person who owns or keeps a cat shall remove from his or her premises, in a timely manner, excrement left by the cat.

7 Animals At Large

7.1 No owner of an animal shall permit his/her animal to be at large in the Township.

7.2 No owner of an animal shall cause or permit an animal to be at large on the lands of any other person.

7.3 Section 7.2 shall not apply in cases where:

- i. the owner or the keeper have not intentionally or deliberately caused or permitted the animal to be at large, and the owner or keeper has proceeded with proper dispatch to recover the animal according to law; or
- ii. Prior consent to allow the dog to be at large is given by the person owning the land on which the dog is found; or
- iii. Dogs that are used as a working farm assistant, are being used in their vocation on public property, under the control of herdsman.

7.4 An Animal Control Officer may capture and take into custody an animal that is at large upon any property.

7.5 Any person may humanely capture an animal found:

- i. at large on his or her property; or
- ii. at large on public property, and

deliver the animal to the custody of an Animal Control Officer or the Humane Society.

8 Impounded Animals

8.1 The Peterborough Humane Society is appointed as pound keeper for the purposes of this Bylaw.

8.2 Where an Animal Control Officer captures and takes into custody an animal running at large or has a captured animal delivered to him or her, the animal Control Officer may in his or her discretion:

- i. deliver the animal to the Peterborough Humane Society;
- ii. release the animal to its owner;
- iii. if the animal is sick or injured, deliver the animal to a licensed veterinarian;
- iv. if the animal is severely sick, injured, or vicious, destroy the animal; or
- v. deliver the animal to the Riverview Park and Zoo, where in the opinion of the Animal Control Officer such animal should be kept at the Riverview Park and Zoo.

8.3 The Peterborough Humane Society shall keep a record of every animal impounded, including:

- i. the date it was impounded;
- ii. a description of the animal;
- iii. a description of any identification;
- iv. the disposition made with respect to the animal.

8.4 Where an animal is impounded for being at large, the owner of the animal shall pay to the Peterborough Humane Society reimbursement of its expenses with respect to the animal including:

- i. the cost of taking the animal into custody, (impound fee) fixed at the amount listed in Schedule "A";
- ii. the daily boarding fees of the Humane Society for the care of the animal fixed in the amount listed in Schedule "A";
- iii. actual veterinarian fees incurred with respect to the animal.

- 8.5** No person shall retrieve an impounded animal from the Peterborough Humane Society without payment of the expenses in full referred to in section 8.4 and as set out in Schedule "A" plus the purchase of a current dog tag should the owner not have obtained one.
- 8.6** Every owner shall retrieve the impounded animal from the Peterborough Humane Society within five (5) calendar days of the day of impound, excluding the day of impound and any statutory holidays.
- 8.7** Where an animal is not claimed by its owner within five (5) calendar days, the animal may be sold or disposed of or destroyed in a humane manner.
- 8.8** Where an animal bears identification in accordance with this By-law, the Peterborough Humane Society shall make at least one attempt to contact the owner in accordance with the information provided prior to selling or otherwise disposing of the animal.
- 8.9** Where an animal is injured or diseased before or after being taken into custody such that in the opinion of the Peterborough Humane Society it should be destroyed without delay for humane reasons or for reasons of safety to persons or animals, the Peterborough Humane Society may destroy the animal in a humane manner without giving notice to the owner or permitting any person to reclaim the animal or offering it for sale.
- 8.10** An impounded animal not wearing an identification tag for the current year, or which has not been microchipped may be given an inoculation to provide temporary immunization against common diseases.
- 8.11** Where the Peterborough Humane Society is entitled to sell or dispose of an animal and receives proceeds for the disposition, the proceeds of disposition shall be applied as follows:
1. to the costs of taking the animal into custody, (impound fee) fixed at the amount listed in Schedule "A";
 2. the daily boarding fee of the Humane Society for the care of the animal fixed in the amount listed in Schedule "A";
 3. actual veterinary fees incurred with respect to the animal;
 4. the costs of any damage caused by the animal in trespassing or being at large on the property of someone other than the owner; and
 5. the residue, if any, to the owner if known, otherwise to be provided to the Township.

9 Prohibited Animals

- 9.1** Schedule B – Prohibited Animals are described by species. Examples of these species are provided and shall not be construed as limiting the generality of the group.
- 9.2** The keeping, harbouring, or possession, on a temporary or permanent basis, or the selling or offer of selling of any animal of any kind listed in Schedule “B” to this By-law anywhere in the Township is hereby prohibited.
- 9.3** Article 9.2 does not apply to animals listed as exceptions in Schedule “B”.
- 9.4** No person shall keep an animal within the Township which animal is on the list of the Convention on International Trade and Endangered Species (CITES) without the prerequisite permit in accordance with CITES.
- 9.5** No person shall keep an animal whose ownership is prohibited under existing Provincial and Federal legislation.

10 Grandfathering

- 10.1** Any person who keeps, possesses, or harbours chickens other than in an agricultural or rural zone in the Township shall within 90 calendar days of the passing of this By-law (September 20, 2021), remove the animal, or make application and provide to the Clerk of the Township proof that the animal was lawfully owned prior to the passage of the By-law. Upon being satisfied that the animal was lawfully owned prior to the passage of the By-law, the animal may be deemed “grandfathered” and may be kept by the owner for twelve months (July 7, 2022) from the passing of this By-law. Information pertaining to the animal and its owner shall be entered into a registry of grandfathered animals.
- 10.2** Special terms or conditions on the keeping of any grandfathered animals (e.g., housing), may be determined by the Peterborough Humane Society in consultation with and approval from the Clerk.
- 10.3** Any person who owns or keeps more than the permitted number of cats and/or dogs as set out in this By-law shall within twelve (12) months (July 7, 2022) of the passing of this By-law remove the additional cats and/or dogs with the exception of any exemptions that may apply.

10.4 Any person who owned an animal as set out in Schedule "B" to this By-law prior to the passing of this By-law may continue to keep such animal until its death, but must register such animal with the Clerk of the Township of Havelock-Belmont-Methuen and provide facilities which are adequate for the safe keeping of such animals as set out in Schedule "C" to this By-law. Schedule "C" may be amended from time to time as animals are registered with the Clerk of the Township. Breeding of any existing animal listed in Schedule "B" may be approved by Council upon receipt of a request by the owner stating why such permission should be granted.

10.5 Any person who keeps venomous reptiles anywhere within the geographic limits of the Corporation shall be required to keep appropriate antitoxins where feasible at a local hospital or health centre and shall provide proof of compliance therein.

11 Exemptions

11.1 Nothing in this By-law shall apply to prohibit the keeping of an animal in the following places or circumstances:

- i. in a veterinary clinic or hospital under the care of a licensed veterinarian;
- ii. by the OSPCA;
- iii. by the Peterborough Humane Society;
- iv. in a retail pet shop, in relation to the keeping for sale or display of those animals specified as an exception in Schedule "B";
- v. at an Agricultural Society event;
- vi. by anyone licensed by the Provincial or Federal Government which permits the keeping of animals under certain conditions;
- vii. within educational facilities where animals are being kept for study, research, or teaching purposes;
- viii.x. on the premises of a licensed circus, non-profit exhibition or commercial event, or authorized parade or procession and during such parade or procession if kept under control.

11.2 This By-law does not apply to a police dog actually engaged in law enforcement for the Peterborough Police Service or other law enforcement agency.

12 Enforcement

12.1 This By-law may be enforced by a person or class of persons designated by By-law of the Council of the Corporation to enforce Township By-laws respecting animals and includes an Animal Control Officer employed by the Corporation, police officer or By-law Enforcement Officer.

13 Offences and Penalties

13.1 Designation re. Administrative Penalties: Section 13.2, Schedule D and the parts of this By-law to which that schedule relates to are designated parts of this By-law to which the Township's system established by the Township's AMP System By-law applies.

13.2 Upon conviction be liable to fines as provided for in the Provincial Offences Act, R.S.O. 1990, c. P 33, as amended.

13.3 Each Person who or that contravenes this By-law is, upon issuance of a penalty notice in accordance with AMP System By-law 2023-085, liable to pay to the Corporation an administrative penalty as set out in Schedule A, Table 6.

13.4 A person who is in contravention of this By-law may be subject to an accelerated penalty. If a secondary violation occurs within 30 days of a previously enforced violation the penalty will be doubled the prescribed set fine. In the event, a third violation is committed within the 30 days from the original violation, the penalty will be double that of the accelerated set fine. For continual or habitual violations, the penalty shall not exceed that of the third violation. Accelerated penalty fines will be permitted only if the violation occurs with respect to the same animal, owner, or municipal property.

14 Power of Entry

14.1 Pursuant to Section 436 of the Municipal Act, 2001, as amended, an Animal Control Officer, and anyone under the Officer's direction, may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the requirements of the Animal By-law are being complied with.

15 Duty to Identify

15.1 Where an Animal Control Officer has reasonable grounds to believe that an offence has been committed by a person, the Animal Control Officer may require the name, address, and proof of identity of that person and the person shall supply the required information. A failure by the person to supply the required information constitutes a hindrance or obstruction of the Animal Control Officer.

16 Severability

16.1 In the event any provision of this By-law is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect unless the court makes an order to the contrary.

17 Transitional Provision

17.1 Notwithstanding the repeal of By-laws 2004-58, 2016-31 and 2017-45, and 2021-043 those By-laws shall continue to apply to any acts, omissions, or occurrences, and to any offences that took place prior to the enactment of this By-law.

18 Short Title

18.1 This By-law may be known as the "Animal Control By-law."

19 Interpretation

19.1 Whether any word, phrase or term defined in this By-law is capitalized or not, the use of that word, phrase or term is a reference to the defined word, phrase, or term. Where the context requires, the plural shall mean the singular and vice versa.

20 Reference to Legislation

20.1 Reference to any legislation shall include any and all amendments made thereto.

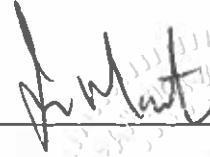
20.2 Reference in any document to a By-law repealed by this By-law shall be deemed to be reference to this By-law.

21 Effective Date and Repeal

21.1 This By-law and the attached Schedules come into effect on the day it receives third reading.

21.2 That By-law 2021-043, A By-law to Regulate the Keeping of Animals within the Township of Havelock-Belmont-Methuen is repealed on the date this By-law receives third reading.

Read a first, second, and third time and finally passed in Open Council this 19th day of March 2024.



Jim Martin, Mayor



Robert V. Angione, Clerk

Schedule "A" Fees

Impoundment Fees

	Fees
Dog Impound Fee	\$200.00
Cat Impound Fee	\$80.00
Veterinarian Fee	Based on actual fees

*An additional boarding fee of \$15.00 applies to any subsequent day(s) the animal is impounded.

General Annual License Fees – Dogs

	Price – Spayed/Neutered	Price – Unaltered
If renewed on or before March 31 st	\$15.00/dog	\$20.00/dog
Late fee	\$20.00/customer account	\$20.00/customer account
New dogs obtained after March 31 st	\$15.00	\$20.00
Replacement of a lost tag	\$10.00	\$10.00

General Annual License Fees – Cats

	Price – Spayed/Neutered	Price - Unaltered
If renewed on or before March 31 st	\$10.00/cat	\$15.00/cat
Late fee	\$20.00/customer account	\$20.00/customer account
New cats obtained after March 31 st	\$10.00	\$15.00
Replacement of lost tag	\$10.00	\$10.00

Other Fees

	Price
Kennel Application Inspection (One time inspection fee – new applications)	\$100.00 (for a new kennel application, an inspection fee must be paid prior to any inspection taking place. Once the kennel application has been approved the kennel license must be paid. Annual renewal inspections are covered in the annual renewal kennel fee)
Kennel Fee (on or before March 31 st)	\$200.00 annually

Schedule "B" Prohibited Animals

Species	Specifics
Anseriformes	Including, but not limited to ducks, geese, swans, screamers (unless kept in agricultural zones)
Artiodactyla	Including but not limited to camels, giraffe, deer, elk (except goats, sheep, pigs, or cattle which must be kept in agricultural zones and except pot-bellied pigs, Vietnamese pot-bellied pigs and Kunekune pigs)
Canidae	Except the domestic dog, but including hybrid wolf dog or hybrid coyote dog, foxes, jackals
Cetacea	Including, but not limited to dolphins, porpoises, whales
Chiroptera	Including, but not limited to bats, myotis, flying foxes
Columbidae	Including pigeons, doves
Crocodylia	Including, but not limited to alligators, crocodiles, gavials, caiman
Edentate	Including, but not limited to anteaters, sloths, armadillos
Erinacidae	Except African pygmy hedgehogs
Felidae	Except the domestic cat, but including cougars, leopards, lions, lynxes, panthers, tigers
Galliformes	Including, but not limited to chickens, turkeys grouse, peacock (except chickens and turkeys kept in agricultural zones)
Hyaenidae	Hyenas, aardwolves
Hyracoidea	Hyrax
Lagomorpha	Including, but not limited to hares, pikas (except domestic rabbits)
Lizards which reach an adult length larger than 2 meters	From snout to the tip of the tail
Marsupiala	Including but not limited to kangaroos, possums, and sugar gliders (except sugar gliders derived from self-sustaining captive population)
Mustelidae	Including, but not limited to skunks, weasels, otters, badgers (except domestic ferrets derived from self-sustaining captive population) (except de-scented domestic skunks)
Perissiodactyla	Including, but not limited to zebra, tapir (except horses, donkey or asses kept in agricultural zones)

Pholidota	Pangolin
Pinnipedia	Including, but not limited to seals, sea lions, walruses
Primates	Including, but not limited to baboons, gorillas, monkeys, lemurs, apes, orangutans, excluded are lesser bushbaby
Proboscidae	Including, but not limited to elephants, rhinoceros, hippopotamus
Procyonidae	Including, but not limited to raccoon, panda, coatimundi
Raptors	Including, but not limited to hawks, eagles, kites, harriers, osprey, owls, vultures, buzzards
Rodents	Including, but not limited to porcupines, prairie dogs, nutria (except rodents which do not exceed 1500 grams and are derived from self-sustaining captive populations such as chinchillas, hamsters, gerbils, mice, rats, guinea pigs)
Sciuridae	Squirrels, flying squirrels, red squirrels
Sirenia	Including, but not limited to dugongs, manatees
Snakes which reach an adult length larger than 3 metres	From snout to the tip of the tail, including, but not limited to Green Anaconda, Yellow Anaconda, Reticulated Python, African Rock Python, Burmese Python, Indian Python, Amethyst Python
Struthioniformes	Including, but not limited to cassowaries, rhea, ostrich, emu, kiwi
Ursidae	Bears
Venomous Reptiles	Venomous lizards, venomous snakes
Viverridae	Including, but not limited to mongoose, civet, genet
Wild animals brought captive	

Schedule "C" Enclosures

Enclosures for Felids

1. Enclosures for Felids (large cats) shall be no less than thirty (30) x forty (40) feet comprised of nine (9) gauge chain-linked fence, which fence is to be ten (10) feet high with an additional three (3) feet on an angle to a height of twelve (12) feet. The top of the enclosure must be enclosed and shall be comprised of nine (9) gauge chain-linked fence with the required trusses. Main corner posts are to be three (3) inch metal posts. The fence posts in between are to be two (2) inch metal posts spaced every ten (10) feet. Cross posts at the bottom and top of enclosures are to be two (2) inch metal posts. There will be additional cross posts placed horizontally at three (3) and six (6) feet from the bottom of the fence. The bottom of the enclosure shall be anchored securely to the ground every two (2) feet. Four-inch reinforced mesh shall be attached to the bottom of the enclosure and shall extend no less than three (3) feet into the enclosure and weighted down by rocks. Such enclosures shall provide an additional secured area attached to the main enclosure for the Felids when the enclosure is being cleaned. The access to the whole enclosure shall be through a double door entry system.
2. There is to be a second chain link fence six (6) feet out from the enclosure and at least four (4) feet high. Danger signs must be posted on the outer fence and visible to the public.

Enclosures for Venomous Reptiles

1. Enclosures for venomous reptiles shall be kept in a secure and locked area. All enclosures, including display exhibits in cages shall be enclosed by means of a mechanical fixture, such as screws or hasps requiring a tool to open or a minimum of two manual movements. All enclosures shall be kept within a secured (escape proofed) and locked area at all times while occupied by the venomous animals. There shall also be a sign posted displaying the words "ALIVE, VENOMOUS ANIMALS, DO NOT TOUCH", which shall be posted within the secure and locked area.
2. It is required and it shall be the responsibility of the owner of the venomous reptiles to notify the local fire department to the fact that venomous animals are being kept within the premises.

The Corporation of the Township of Havelock-Belmont-Methuen

Animal Control Order: Biting Dog
Pursuant to By-law 2024-023

Owner

(Name)

(Address)

(Phone Number)

Description of Dog:

Name: _____

Sex: _____

Breed: _____

Age: _____

Colour: _____

I _____, Animal Control Officer for the Township

of Havelock-Belmont-Methuen believe that on or about the _____ day of _____, 20____ a

_____ dog, belonging to _____ did bite or

(Breed of Dog)

(Owner's Name)

Attack a person or a domestic animal and hereby declare that your dog is a biting dog.

YOU ARE HEREBY ORDERED TO IMMEDIATELY MUZZLE AND RESTRAIN YOUR DOG as required in the attached "Method of Restraining Dog" which forms part of this order.

The owner may appeal this Order by making an appeal, in writing, to the Township Clerk within (30) days of the owner receiving this notice. A notice that is not appealed within thirty (30) days is deemed to be confirmed. The fee to appeal this Order is set out in the Township User Fee By-law, as amended from time to time.

Pursuant to the Dog Owner's Liability Act, R.S.O. 1990, c. D.16, as amended, the owner of a dog is liable for damages resulting from a bite or attack by a dog on a person or domestic animal.

Note: Failure to comply with the requirements of By-law number 2024-023 and this order may result in the owner of the dog being subject to a fine not exceeding \$5,000.00.

DATED THIS _____ day of _____, 20_____

Animal Control Officer/Provincial Offences Officer

Corporation of Havelock-Belmont-Methuen

Animal Control Order: Biting Dog Pursuant to By-law 2024-023

Method of Restraining Dog

1. The owner shall, when the dog is not securely inside the owner's dwelling but is otherwise on the owners property, at all times keep the dog securely restrained in one of the following manners so as to prevent the dog from escaping and to prevent the dog from biting or causing injury to any person or domestic animal entering onto the owner's property:
 - a) The dog shall be located within a securely fenced yard where the fence is of sufficient dimension and design to prevent the dog from escaping from the yard, and any gate in such fenced yard shall be locked at all times when the dog is in the fenced yard; or
 - b) The dog shall be located within a fully enclosed pen or run of sufficient dimension, design, and strength to be humane and to prevent the dog from digging its way out or otherwise escaping from the enclosed pen or run; or
 - c) The dog shall be muzzled so as to prevent it from biting a person or domestic animal and securely restrained by means of a leash or chain to prevent the dog from escaping from the yard; and
 - d) The dog shall not be kept in the front yard of the owner's property when the property is zoned residential.
2. The owner shall securely attach a muzzle to the dog at all times when the dog is in any place other than the owner's property.
3. The owner shall keep the dog under the physical control of a person eighteen (18) years of age or older by means of a non-retractable leash with a maximum length of two (2) meters held by the said person at all times when the dog is in any place other than the owner's property.
4. The owner shall provide to the Animal Control Officer a copy of a current municipal dog tag receipt within forty-eight (48) hours of service of the Animal Control Order.
5. The owner shall provide to the Animal Control Officer a copy of all immunization records of the dog within forty-eight (48) hours of service of the Animal Control Order.
6. The owner shall notify the Animal Control Officer within forty-eight (48) hours of any changes to the residency or ownership of the dog.
7. The owner shall notify the Animal Control Officer within forty-eight (48) hours of the death of the dog.

Process to Appeal an Animal Control Order at a Hearing Before the Appeals Committee under By-law 2024-023

The following is the process contained in By-law 2024-023 to appeal an Animal Control Order at a Hearing before the Appeals Committee:

- 5.10** An owner of a dog may apply for and is entitled to a hearing before the Committee in respect of an Animal Control Order, provided the application for a hearing is made in writing and delivered to the Clerk within 15 calendar days after the Animal Control Order has been served.
- 5.11** An Animal Control Order takes effect when it is served on the person to whom it is directed and remains fully in effect unless it has been varied by the Committee.
- 5.12** In accordance with subsection 105(4) of the Municipal Act, 2001, an application by the owner of a dog for a hearing under this By-law does not act as a stay of any requirement imposed by an Animal Control Order.
- 5.13** Upon receipt of an application for a hearing pursuant to the provisions of this Bylaw, the Clerk shall convene a meeting of the Committee and shall give the owner of the dog at least seven (7) calendar days written notice of the hearing.
- 5.14** The Committee may:
- i. confirm, vary, or reverse the declaration in an Animal Control Order that the subject dog is a biting dog, as the case may be;
 - ii. confirm or vary any of the requirements of an Animal Control Order as the Committee considers appropriate;
 - iii. exempt the owner of the dog in whole or in part from any of the requirements of an Animal Control Order, subject to such terms and conditions as the Committee considers appropriate;
 - iv. impose conditions which, if fulfilled to the satisfaction of the Committee, will permit the Committee in its sole discretion to vary or exempt the owner from some or all of the terms or restrictions in the Animal Control Order; or
 - v. combine any confirmation, variance, condition, or exemption of any of the requirements in an Animal Control Order as the Committee considers appropriate.

5.15 Any notice or document that has been served pursuant to the provisions of this By-law by prepaid registered or regular mail shall be deemed to have been received by the person to whom it is addressed on the fifth (5th) day after the day it is mailed.

5.16 The Committee shall deliberate the merits of the evidence presented and shall render its decision at the meeting or shall reserve its decision to be presented later, which shall not be later than ten (10) days following the date of the hearing.

5.17 The decision of the Committee is final and binding.

5.18 No person shall:

- i. fail to comply with an Animal Control Order;
- ii. fail to restrain a dog that is required to be restrained pursuant to an Animal Control Order;
- iii. fail to muzzle a dog that is required to be muzzled pursuant to an Animal Control Order;
or
- iv. fail to leash a dog that is required to be leashed pursuant to an Animal Control Order.

**Schedule 'D' To
By-law No.2024-023
(Administrative Penalties)**

Item	Short Form Wording	By-law	Penalty
1.	Operate a kennel without license.	2.3	\$200.00
2.	Operate a kennel in prohibited location.	2.4	\$200.00
3.	Place a universal tag upon any dog or cat other than for which it was obtained.	2.10	\$200.00
4.	Fail to maintain property	3.1	\$100.00
5.	Keep a farm animal not within a rural or agricultural zone	3.2	\$200.00
6.	Improper length of tether	3.3(i)	\$200.00
7.	Fail to provide unrestricted movement while tethered	3.3(ii)	\$200.00
8.	Keep animal tethered for longer than 10 consecutive hours	3.3(iii)	\$200.00
9.	Fail to provide access to shelter and water while tethered	3.3(iv)	\$200.00
10.	Fail to protect animal from injury while tethered	3.3(v)	\$200.00
11.	Fail to obtain license for dog	4.1	\$100.00
12.	Keep more than 3 dogs	4.2	\$200.00
13.	Permit dog to be at large	4.3	\$100.00
14.	Permit dog in prohibited area	4.5	\$100.00
15.	Fail to clean up excrement left by dog	4.6/4.7	\$100.00
16.	Fail to keep biting dog restrained	5.4 i	\$200.00
17.	Fail to keep biting dog muzzled	5.4ii	\$200.00
18.	Improper length of tether on biting dog	5.4iii	\$200.00
19.	Fail to provide dog tag receipt	5.4iv	\$200.00
20.	Fail to provide immunization records	5.4v	\$200.00
21.	Fail to provide change of residency or ownership	5.4vi	\$200.00
22.	Fail to keep dog leashed	5.6	\$200.00
23.	Fail to comply with an animal control order	5.18 i	\$200.00
24.	Fail to restrain a dog	5.18 ii	\$200.00

25.	Fail to muzzle a dog	5.18 iii	\$200.00
26.	Fail to leash a dog	5.18 iv	\$200.00
27.	Permit dog to attack or bite	5.18 v	\$200.00
28.	Fail to obtain a cat license	6.1	\$100.00
29.	Fail to keep cat on leash and under control	6.2	\$100.00
30.	Keep more than 3 cats	6.3	\$200.00
31.	Permit cat to be at large	6.4	\$100.00
32.	Fail to remove excrement left by cat	6.5/6.6	\$100.00
33.	Permit animal to be at large.	7.1/7.2	\$200.00
34.	Keep, harbor or possess a prohibited animal	9.2	\$200.00

Schedule 'E' to By-law 2024-023

Agreement for the Provision of Animal Support Services

THIS AMENDED AGREEMENT DATED this 19th day of March, 2024

BETWEEN

The Peterborough Humane Society (PHS)

and

The Corporation of the Township of Havelock-Belmont-Methuen (Township)

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Recitals

1. Whereas PHS maintains and operates an Animal shelter for its objectives;
2. Whereas the Township and PHS wish to set out the terms and conditions upon which PHS will function as the Township's Animal Pound keeper and provides Animal control services to the Township.

NOW THEREFORE, in consideration of the premises and covenants herein the parties hereto agree as follows:

Interpretation

1. In this Agreement:

- a) The Animal Pound must function, operate and be maintained in accordance with all Applicable Law.
- b) The Animal Pound must be open to the public and operate at all times between the hours of 8:00 a.m. and 4:30 p.m. for each of the days, Monday to Saturday, inclusive, except a day that is a statutory holiday.
- c) The Animal Pound must be capable of providing adequate accommodation and care for Animals that are impounded during the times referred to in 7.b) or additional times that PHS deems suitable. Without limitation, PHS must fully equip and supply the Animal Pound with sufficient equipment and supplies to perform its obligations under this Agreement including:
 - i) Maintaining and providing sufficient quantities and varieties of food to feed impounded Animals;
 - ii) Maintaining and providing sufficient equipment, apparatus, chemicals, pharmaceutical supplies and other materials and supplies necessary to ensure the humane and compassionate treatment of impounded Animals; and
 - iii) Employing a sufficient number of staff to operate the Animal Pound, providing appropriate training for and supervision of such staff and ensuring that each member of such staff has and maintains the necessary knowledge, experience and skills relevant to the fulfilment by PHS of its obligations under this section 7.

Animal Support Services

- 8. PHS will provide Animal support services as follows:
 - a) PHS will administer and enforce standards in accordance with all Applicable Law.
 - b) Without limiting paragraph a), PHS will provide animal transport and support services to the Township's By-Law Officer to pick up and transfer animals within the Township as requested.
 - c) PHS will provide a vehicular patrol of public streets, municipal parks and other Township-owned land as requested by the Township within the timeframe described in 8e)
 - d) PHS will promptly respond to, and support reports of injured Animals, Animals at large and Animals not kept in or otherwise in a state of compliance with Applicable Law as requested by the Township. Without limitation, and whenever practicable, PHS's initial response to each such report will be within ninety (90) minutes for emergencies and otherwise as soon as officers are available.

- a) The number, by species, of Animals impounded by PHS;
- b) The number of stray or at-large Animals received by PHS, excluding those reported pursuant to paragraph a);
- c) The number of complaints received and particulars of each such complaint including the response to each;
- d) Particulars of amounts retained by or paid to PHS by the Township; and
- e) Particulars of such other matters as the Chief Administrative Officer, or designate may, from time to time, deem necessary and require.

Indemnification

- 14. PHS will indemnify and save harmless the Township, its Councilors, employees, agents and volunteers (each an "Indemnitee") from and against demands, claims and proceedings which may be brought against or made upon any such Indemnitee and against all losses, liability, judgments, claims, costs, demands or expenses which an Indemnitee may sustain, suffer or be put to in any way related to the provision by PHS of Contracted Services.

Insurance

- 15. PHS must at all times during the term of this agreement procure and maintain in full force and effect at its expense a policy of Commercial General Liability insurance insuring against bodily injury (including death) and property damage with limits of not less than \$5,000,000 per occurrence or such greater amount as the Township may from time to time request.
- 16. PHS must at all times during the term of this agreement procure and maintain in full force and effect at its expense a Standard OAP 1 Automobile Insurance Policy including all applicable Standard OPCF Endorsements as are necessary or advisable for PHS to fulfill its obligations pursuant to this Agreement. The policy will be subject to a limit of no less than \$2,000,000 per occurrence or such greater amount as the Township may from time to time request.
- 17. PHS is solely responsible for procuring and maintaining in full force and effect at its expense such additional insurance, if any, that is necessary or advisable for PHS to fulfill its obligations pursuant to this Agreement.

Confidential Information

- 18. PHS must not use or disclose confidential information in its possession, control or power in any way related to Contracted Services except in accordance with this Agreement, Applicable Law and the Chief Administrative Officer's directions from time to time. Upon termination of this Agreement, PHS must forthwith deliver to the Township all records containing confidential information in any way related to Contracted Services.

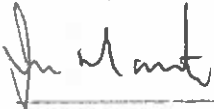
IN WITNESS WHEREOF PHS and the Township have affixed their corporate seals attested by the signature of their duly authorized signing officers.

The Peterborough Humane Society




Shawn Morey, Executive Director
I have authority to bind PHS

The Corporation of the Township of Havelock-Belmont-Methuen



Mayor



Clerk
We have authority to bind the Township