

CITY OF MARTENSVILLE
ANIMAL CONTROL
BYLAW NO. 15-2015

A BYLAW OF THE CITY OF MARTENSVILLE TO LICENSE, REGULATE, CONTROL AND PROHIBIT THE OWNERSHIP AND POSSESSION OF CERTAIN ANIMALS WITHIN THE CITY LIMITS OF MARTENSVILLE.

WHEREAS it is recognized that a well-cared for animal can provide companionship for its owner;

AND WHEREAS it is also recognized that some animals may create a nuisance for neighbouring properties;

AND WHEREAS City Council considers it to be in the best interest to pass a bylaw which balances these benefits and nuisances;

NOW THEREFORE, the Council of the City of Martensville, in the Province of Saskatchewan, enacts as follows:

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PART I - GENERAL

1. SHORT TITLE:

This Bylaw may be cited as "The Animal Control Bylaw."

2. DEFINITIONS:

- (a) "ANIMAL" includes dogs, cats and all other domestic animals.
- (b) "ANIMAL CONTROL OFFICER" means any person appointed by Council for the purpose of bylaw enforcement, and any other person or agency appointed by Council to restrain, receive or impound dogs.
- (c) "ANNUAL LICENSE" means an exterior metal tag which shall be affixed to the collar of a cat or dog, and which includes a registered identification number contained in the City cat and dog license records.
- (d) "BEES" means any of certain insects, which store up the pollen of flowers for food or that makes honey and wax.
- (e) "BEES LICENSE" means a certificate the beekeeper will be required to have while in operation and included a registered identification number contained in the City bee license records.

(Bylaw #10-2019)
- (f) "BOARDING, KENNEL" means the temporary accommodation of dogs or cats for commercial purposes.
- (g) "BYLAW ENFORCEMENT OFFICER" means any person appointed by the Council to enforce the provisions of this Bylaw.
- (h) "CAT" means either the male or female of the feline family, immediately after it is weaned.
- (i) "CERTIFICATE OF LICENSE" is the receipt issued by the City for payment of the prescribed license fee, which shall be prima facie evidence of the issuance of a license.
- (j) "CITY" means the City of Martensville in the Province of Saskatchewan.
- (k) "COUNCIL" means the Council of the City of Martensville.

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- (l) "DANGEROUS DOG" means any dog, whatever its age, whether on public or private property which has without provocation;
- bitten a person or persons whether on the property of owner or not
 - done any act to injure a person or persons whether on the property of the owner or not;
 - chased or otherwise threatened a person or persons whether on the property of owner or not, unless the person chased or threatened is a trespasser on the property of the owner;
 - caused damage to property or other animals.
- (m) "DOG" means either the male or female of the canine family, immediately after it is weaned.
- (n) "FUR BEARING ANIMAL" means members of the Mustelidae family which includes mink, weasel, skunk, and all other members of this family, or members of the Chinchilla Laniger family which includes chinchillas and all other members of this family, or members of the Leporidae family which includes rabbits, hares and all other members of this family, or all members of the Canidae family, exclusive of the domestic dog.
- (o) "HIVE" means a dome like structure or boxes where bees are kept. *(Bylaw #10-2019)*
- (p) "JUDGE" means a judge of the Provincial Court of Saskatchewan or a justice of the peace.
- (q) "LIVESTOCK" means cattle, goats, horses, llamas, alpacas, sheep or swine.
- (r) "MANAGER" means the City Manager for the City of Martensville, or any person authorized to act on his or her behalf.
- (s) "MEDICAL HEALTH OFFICER" means a medical health officer appointed under the Health Services Act or Public Health Act.
- (t) "OWNER" means any person owning, possessing, harbouring or having charge of or control over any cat or dog, or who permits any cat or dog to remain about his or her residence or premises located within the limits of the City.
- (u) "PERMANENT LICENSE" means a microchip implant placed in the neck muscle of a cat or dog, and which includes a registered identification number contained in the City cat and dog license records.
- (v) "PET LICENSING VENDOR" means any person or organization authorized by Council to issue dog and cat licenses.

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- (w) "PERSON" means an individual, partnership, association or corporation.
- (x) "POUND KEEPER" means that person appointed by the Council for the purpose of this Bylaw to impound cats and dogs.
- (y) "POULTRY" means chickens, ducks, geese, turkeys, pheasants, partridge, pigeons, grouse, or peafowl.
- (z) "RUNNING AT LARGE" means being found beyond the boundaries of the property, which are either:
 - i. occupied by the dog owner, or
 - ii. where the dog may be with the permission of the owner or occupant of the said land;

And when the dog is not under control by being either:

- a) securely fastened by a metal or leather or rope leash which is not more than one and one-half (1 1/2) metres in length and which is attached to the collar so that it cannot roam at will, or
- b) securely confined within an enclosure.

3. SEVERABILITY:

If any section, subsection, sentence, clause, phrase or other portion of this Bylaw is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and the holding of the Court shall not affect the validity of the remaining portions of the Bylaw.

4. NOTATIONS:

Explanatory notes included in this Bylaw are intended to assist in the interpretation of the provisions but shall not derogate from any powers or duties created or imposed by the Bylaw.

5. QUARANTINE OF SICK ANIMALS:

Notwithstanding any other provision of this Bylaw, where any cat or dog is suspected of having rabies or other life-threatening disease it shall be isolated and may not be claimed, destroyed or otherwise disposed of except after notice to the Medical Health Officer for the City and then only in compliance with the directions of the Medical Health Officer.

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6. LIABILITY:

No liability whatsoever shall attach to the City, the Bylaw Enforcement Officer, Animal Control Officer, Pound Keeper, Peace Officer or other person acting under this Bylaw and in good faith, arising out of the capture, seizure, restraining, impounding, failure to contact the owner, sale or destruction of any cat or dog.

PART II - LICENSES:

1. DOGS and CATS:

- (a) Every owner of a dog or cat within the City shall forthwith obtain either an annual or a permanent license from the City.

2. GENERAL LICENSE CONDITIONS:

- (a) The license fee for an annual or a permanent license shall be as set out in Schedule "A" of this Bylaw.
- (b) A receipt shall be issued by the City for the license fee paid, which shall be the certificate of license.
- (c) When applying for a license, the owner shall supply the City with a description of the cat or dog, the name and address of the owner, and any other relevant information which may be required by the City.
- (d) Every owner of a cat or dog within the City shall on demand by the Animal Control Officer, Bylaw Enforcement Officer, Pound Keeper or Peace Officer, show his or her certificate of license or other evidence that he or she has paid the fee as provided for in this Bylaw.
- (e) Any person who operates a retail outlet in the business of breeding, boarding or selling dogs, or who operates a kennel for dogs, shall not be required to license and register each dog provided however, they have obtained a business license from the City and maintain proper books for the recording of dogs raised, boarded or sold.
- (f) A license issued is not transferable to any other cat or dog.
- (g) A license fee paid pursuant to this Bylaw shall not be refundable to the owner on disposal or demise of the cat or dog.

3. ANNUAL LICENSE:

- (a) An annual license shall be obtained not later than the first (1st) day of March in each year.

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- (b) An annual license shall be valid from the first day of January of that year until the last day of December of that same year.
- (c) An annual license tag shall be of such form and bear such lettering and numerals as may be determined by the City but shall have inscribed or imprinted thereupon the year for which it is issued.
- (d) Every owner who applies for an annual license shall cause his or her cat or dog to wear a collar to which shall be attached the license tag issued by the City pursuant to this Bylaw.
- (e) If an annual license tag is lost or destroyed, an owner shall obtain a replacement tag from the City, the fee for which shall be one-half of the annual license fee as set out in Schedule "A" of this Bylaw.
- (f) No person shall remove an annual license or a collar to which an annual license is attached, from a cat or dog without the permission of the owner.
- (g) A person who owns and physically relies on a guide dog trained and used to assist such person shall obtain a license for the dog and there shall be no fee payable by the owner for the license.
- (h) An owner who applies for an annual license, shall complete the annual animal registration form, as set in Appendix "1" of this Bylaw.

4. PERMANENT LICENSE:

- (a) A permanent license, when so obtained, shall be valid from the date thereof and until the owner of the cat or dog ceases to reside in the City or until the owner disposes of the cat or dog.
- (b) An owner who applies for a permanent license, shall complete the permanent animal registration form, as set in Appendix "3" of this Bylaw.

5. BEES

- (a) Every beekeeper within the City shall obtain a bee license from the City.
(Bylaw #10-2019)

6. GENERAL LICENSE CONDITIONS:

- (a) The license fee for an annual license shall be as set out in Schedule "A" of this bylaw.
- (b) A certificate shall be issued by the City for the license fee paid, which shall be the certificate of license.

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- (c) When applying for a license, the beekeeper shall supply the City with the address and contact information for where the hives will be kept, any other relevant information which may be required by the City.
- (d) Every beekeeper within the City shall on demand by the Animal Control Officer, Bylaw Enforcement Officer, Pound Keeper or Peace Officer, show his or her certificate of license or other evidence that he or she has paid the fee as provided for in this Bylaw.
- (e) A license issued is not transferable to any other beekeeper.
- (f) A license fee paid pursuant to the Bylaw shall not be refundable.

(Bylaw #10-2019)

7. EXEMPTIONS FROM LICENSING CATS AND DOGS

- (a) The following are exempt from the licensing provisions: non-profit animal rescue/welfare organizations: owner of colony cat.

(Bylaw #10-2023)

PART III – REGULATION OF ANIMALS:

1. DUTIES OF OWNER

A person who has ownership, possession or control of an animal:

- (a) shall ensure that the animal has an adequate source of food and water;
- (b) shall provide the animal with adequate medical attention when the animal is wounded or ill;
- (c) shall provide the animal with reasonable protection from injurious heat or cold; and
- (d) shall not confine the animal to an enclosure or area:
 - i. with inadequate space,
 - ii. with unsanitary conditions,
 - iii. with inadequate ventilation, or
 - iv. without providing an opportunity for exercise, to significantly impair the animal's health and wellbeing.

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2. ANIMALS:

- (a) No owner of an animal shall permit the animal to be or become a nuisance by barking or howling or by making any other offensive noise to the annoyance or discomfort of any person at any time of the day or night. For the purpose of this section, an animal is creating a disturbance if a person not situated on the property where the animal is located can easily hear the disturbance.
- (b) No owner shall allow his or her animal to be running at large in City, and when an animal is found to be running at large its owner shall be deemed to have failed or refused to comply with the requirements of this Bylaw, and is guilty of an infraction thereof.
- (c) Upon a resident making a complaint of a barking dog, their name/address will be taken and a package of forms consisting of Appendix 10 & Appendix 11 will be sent out to the complainant to fill out and return. The complainant may also come to City Hall to pick up the package themselves. Once the forms are returned to City Hall the Martensville Animal Control (MAC) will review the information.

(Bylaw #10-2019)

 - (i) If MAC reviews the case's evidence and if the dog/cat nuisance identity is not an issue and believes there is enough information to warrant a warning, then the Animal Control Officer will issue a "Notice of Violation" to the owners of the dog. To follow-up the warning, the complainant would be asked to keep a seven-day log to record any on-going barking.
 - (ii) If MAC reviews the case's evidence and believes it requires additional evidence, then complainant would be notified of same and asked to keep a seven-day log to record any further incidences of concern. If the situation is not remedied and the Animal Control Officer has reviewed the logs and any other evidence the complainant brings forward and believes there is sufficient evidence to issue a warning (first time) or a charge (subsequent offences), then a ticket could be issued at this time. If the Animal Control Officer feels the evidence does not warrant a charge, then the complainant will be advised and the reason(s) why.
 - (iii) If MAC reviews the case's evidence and it is found that there is insufficient evidence for a nuisance then will advise the complainant of the same and reason(s) why. As well MAC would counsel the complainant on how to approach the owner of the dog or cat and provide general information on such issues to see if the matter can be resolved amicably and without further bylaw enforcement procedures. However, a record of the incident would be kept.
- (d) No owner of an animal shall fail to immediately remove any defecation of the animal from private or public property, other than the property owned or occupied by the owner.

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- (e) No owner of an animal shall fail to dispose of all defecation from the animal whether located on the owner's property or otherwise, in a sanitary manner to prevent odour and sanitation complaints.
- (f) Every female cat or dog in heat shall be confined to a house or enclosure by the owner.
- (g) No person shall allow a cat or dog off leash in any public areas within City boundaries except as defined in the Off-Leash Dog Area.
- (h) No resident within the City shall harbor or keep more than five (5) animals within the City Boundaries. This is a total combination of dogs and cats.
- (i) If a colony cat is registered with non-profit rescue/welfare organization, said colony cat shall be exempt from Part III 2.(b). Nuisance behavior shall be mitigated by the non-profit animal rescue/welfare organization.

(Bylaw #10-2023)

3. BEES

- (a) All Beekeepers must register their bees with the Provincial Apiarist and provide proof to the City.
- (b) Maintain the bees in such a condition to reasonably prevent undue swarming or aggressive behavior.
- (c) Ensure that the bees are requeened if they are subject to undue swarming or aggressive behavior.
- (d) No person shall locate a hive within 2 meters of any property line.
- (e) No person shall knowingly place or keep a hive under 25 meters from a school or public park.
- (f) No hive shall be more than 2 meters above adjacent ground level.
- (g) Hives shall only be located on residential properties.
- (h) No person shall keep more then:
 - i. Two (2) colonies on a parcel of land with an area less than 1000 square meters (0.1 hectares):
 - ii. Four (4) colonies on a parcel of land having an area between 1000 square meters (0.1 hectares) and 2000 square meters (0.2 hectares) or:
 - iii. Six (6) colonies on a parcel of land having an area between 2000 square meters (0.2 hectares) and 4000 square meters (0.4 hectares)

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- (i) Should a site, hive or beekeeper contravene any parts of the Animal Control Bylaw, an Animal Control Officer or Bylaw Enforcement Officer may revoke permission to keep bees at a specific property.

(Bylaw #10-2019)

4. OTHER ANIMAL PROHIBITION:

- (a) No person shall keep or cause to be kept, livestock, fur bearing animals or poultry within the City.

(Bylaw #10-2019)

- (b) Notwithstanding subsection (a), a person shall be permitted to keep one breeding pair of rabbits as pets and any un-weaned offspring.

- (c) Other prohibited animals as per the Saskatchewan Captive Wildlife Regulations.

5. DOG RUNS:

- (a) An Owner shall ensure that a dog run on the Owner's property is constructed of material of enough strength and in a manner adequate to:

- (i) confine the dog; and

- (ii) prevent the entry of children of tender years.

- (b) A dog run should be 2 meters or 6 feet in height and the owner must ensure the enclosure inhibits the dog from escaping by digging, by going below the ground 1 meter with wire fencing which projects inward towards the pen.

- (c) A dog run shall be kept, always, in a sanitary condition and the removal and disposition of all refuse shall be done in a regular and sanitary manner.

6. INTERFERENCE:

No person shall:

- (a) Untie, loosen or otherwise free an animal which has been tied or otherwise restrained;

- (b) Negligently or willfully open a gate, door or other opening in a fence or enclosure in which an animal has been confined and thereby allow an animal to run at large in the City;

- (c) Tease, entice, bait or throw objects at a dog confined within its owner's property

7. ANIMAL IN DISTRESS

For the purpose of this Bylaw, an animal is in distress if it is

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- (a) subjected to the conditions that, unless immediately alleviated, will cause the animal death or serious harm;
- (b) subjected to conditions that cause the animal to suffer acute pain;
- (c) not provided food and water enough to maintain the animal in a state of good health;
- (d) not provided appropriate medical attention when the animal is wounded or ill;
- (e) unduly exposed to cold or heat; or
- (f) subjected to conditions that will, over time, significantly impair the animal's health or wellbeing, including:
 - (i) confinement in an area of insufficient space,
 - (ii) confinement in unsanitary conditions,
 - (iii) confinement without adequate ventilation,
 - (iv) not being allowed an opportunity for adequate exercise, and
 - (v) conditions that cause the animal extreme anxiety or distress.

PART IV - SEIZURE, IMPOUND AND DESTRUCTION OF ANIMALS:

1. SEIZURE OF CATS:

- (a) When a Bylaw Enforcement Officer, Animal Control Officer or Peace Officer observes or receives a complaint of a cat causing a nuisance, they may:
 - (i) seize and impound any cat found causing a nuisance.
 - (ii) issue an animal trap to any person for placement on their property, upon execution of the animal trap agreement as set out in Appendix "4" of this Bylaw.
- (b) When a trap is issued pursuant to this Bylaw, the complainant shall:
 - (i) abide by the terms of the animal trap agreement;
 - (ii) personally, check the trap each hour while the trap is set;
 - (iii) return the trap to the City undamaged within three days of issuance, unless extended by the Bylaw Enforcement Officer, Animal Control Officer or

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Peace Officer.

- (iv) in the event a cat is trapped, immediately deliver the cat and trap into the custody of a Bylaw Enforcement Officer, Animal Control Officer or Peace Officer, who may seize and impound the cat.

2. SEIZURE OF DOGS:

- (a) Any dog found running at large contrary to the provisions of this Bylaw may be delivered by any person into the custody of a Bylaw Enforcement Officer, Animal Control Officer or Peace Officer.
- (b) A Bylaw Enforcement Officer, Animal Control Officer or Peace Officer may seize and impound any dog found running at large contrary to the provision of this Bylaw, whether such dog is licensed.
- (c) A Bylaw Enforcement Officer, Animal Control Officer or Peace Officer may, in the seizure of dogs found running at large,
 - (i) pursue said dog onto land surrounding any building.
 - (ii) use lasso and snare ropes or nets to restrain said dog.
 - (iii) use a tranquillizer gun under the direction of a veterinarian, to tranquilize said dog.
 - (iv) issue an animal trap to any person for placement on their property, upon execution of the animal trap permit agreement as set out in Appendix “4” of this Bylaw.

(Bylaw 10-2019)

3. IMPOUND OF CATS AND DOGS:

- (a) Any cat or dog seized under the provisions of this Bylaw shall be confined in an animal pound maintained by the Pound Keeper or Veterinarian.
- (b) No person whether he or she is the owner of the cat or dog, shall:
 - (i) interfere with or attempt to obstruct a Bylaw Enforcement Officer, Animal Control Officer or Peace Officer who is attempting to seize or who has seized any cat or dog pursuant to this Bylaw.
 - (ii) remove or attempt to remove any cat or dog from any pound which has been seized and impounded pursuant to this Bylaw.

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- (c) All cats and dogs seized pursuant to this Bylaw shall be impounded at the animal pound for a period of three (3) days, excluding the day of impounding. Saturdays, Sundays and statutory holidays shall not be included in the computation of the three (3) day period.
- (d) Following seizure of a cat or dog, the owner may at any time during the three day impound period, reclaim the cat or dog by making payment to the City Office in advance of the release of the cat or dog, of the impound fee and the housing fee as set out in Schedule "A" of this Bylaw.
- (e) The Bylaw Enforcement Officer, Animal Control Officer or Peace Officer shall immediately advise the Manager of any cat or dog seized under this Bylaw, by completing the notice of animal seizure, as set out in Appendix "5" of this Bylaw.
(Bylaw #10-2019)
- (f) Where a cat or dog who has a valid license has been impounded, the Bylaw Enforcement Officer, Animal Control Officer or Peace Officer as the case may be, shall make a reasonable effort to notify the owner at the address as shown in the license records.
- (g) No unlicensed cat or dog which has been seized or impounded shall be released to its owner or to any other person, until the impound fee and housing fee have been paid and a license has been purchased for it.
- (h) Any owner who provides reasonable proof of ownership of a cat or dog which has been seized or impounded, and who pays the impound fee, housing fee and license fee, shall be entitled to redeem said cat or dog provided however, that the cat or dog has not been destroyed, sold or otherwise disposed of pursuant to this Bylaw.

4. DESTRUCTION OF CATS AND DOGS:

- (a) Where a cat or dog which has been seized and impounded is not claimed by the owner within three (3) days as set out in this Bylaw, or where the owner has failed or refused to comply with the terms of this Bylaw within the same period for the redemption of said cat or dog, the Manager may authorize the disposal of said cat or dog as set out in Appendix "6" of this Bylaw.
(Bylaw #10-2019)
- (b) The disposal of unclaimed or unredeemed cats and dogs shall be by either the:
 - (i) sale at an amount enough to cover the impound fee, housing fee and any other costs, or
 - (ii) humane destruction by a competent person.
- (c) Where a cat or dog is injured before or after being seized or in the opinion of the Animal Control Officer, Pound Keeper, or Peace Officer, should be destroyed without delay for humane reasons or for reasons of safety to persons or animals, the Animal Control Officer, Pound Keeper or Peace Officer may destroy the cat or

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dog in a humane manner as soon after seizure as he or she may determine without permitting the owner to reclaim or redeem said cat or dog or without offering for sale.

- (d) The City shall keep an accurate record of all cats and dogs seized and destroyed under the provisions of this Bylaw for a period of one year, as set out in Appendix “5” and Appendix “6” of this Bylaw.

(Bylaw #10-2019)

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PART V - PENALTIES:

1. GENERAL OFFENSE PROVISION:

- (a) Conviction of a person for breach of any provision of the Bylaw does not relieve him/her from compliance with the Bylaw, and the convicting Justice of the Peace or Judge of the Provincial Court may, in addition to any fine imposed, order the person to perform, within a specified period, any act or work necessary for the proper observance of this Bylaw or to remedy any breach thereof.
- (b) Any person who fails within the period specified in an Order under Subsection (a) to comply with the Order is guilty of an offence and liable upon summary conviction to a fine of \$400.00 for each day during which the breach continues.

2. NOTICE OF VIOLATION:

The notice of violation of an offense under this Bylaw shall be the certificate of offense as set out in Appendix “7” of this Bylaw.

(Bylaw 10-2019)

3. SCHEDULE OF OFFENSES:

Notwithstanding Section 1 of this Part, any person who contravenes the following provisions of this Bylaw or who fails to comply with any order or notice given thereunder, is guilty of an offense and shall be liable on summary conviction to the penalties as set out in Schedule “B” of this Bylaw.

4. VOLUNTARY PAYMENT TO AVOID PROSECUTION

- (a) Where an Animal Control Officer or Peace Officer believes that a person has contravened any provision of this Bylaw, he may serve upon such person a Bylaw Violation Notice (Appendix “7”) as provided by this section either personally or by mailing or leaving same at his last known address and such service shall be adequate for the purpose of this Bylaw
- (Bylaw #10-2019)*
- (b) A Violation Notice Ticket shall be in such form as determined in Appendix “7” and shall state the section of the Bylaw, which was contravened, and the amount, which is provided in Schedule “B” that, will be accepted by the City in lieu of prosecution.
- (Bylaw #10-2019)*
- (c) Upon production of a Violation Notice Ticket issued pursuant to this section within thirty (30) days from the issue thereof, together with the payment of the fee as provided in Schedule “B” to City Hall, the person to whom the ticket was issued shall not be liable for prosecution for the contravention in respect of which the ticket was issued.

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5. LIABILITY FOR OFFENSE:

Any person charged with an offense under this Bylaw shall be liable on summary conviction for the penalties provided, notwithstanding that the cat or dog in connection with which the offense was committed has been seized, impounded, sold, destroyed or otherwise disposed of.

6. SERVICE OF NOTICE OF VIOLATION:

- (a) Where a Bylaw Enforcement Officer, Animal Control Officer or Peace Officer believes that any provision of this Bylaw has been contravened by a person, he or she may by personal service, serve or cause to be served upon such person a notice of violation as provided for in Section 2 of this part.
- (b) A person to whom a notice of violation is being issued under this Bylaw, shall provide upon request by the issuer, his or her name, address, date of birth and any other such information as may be relevant.

PART VI - BYLAW ADMINISTRATION

1. APPOINTMENT OF OFFICIALS:

- (a) Bylaw Enforcement Officer(s) and Animal Control Officer(s) as set out in Schedule "D" of this Bylaw are hereby appointed and authorized to enforce the provisions of this Bylaw and any amendments thereafter.
- (b) The Pound Keeper(s) as set out in Schedule "D" of this Bylaw are hereby appointed to maintain a pound for the impoundment of cats and dogs seized pursuant to the Bylaw and any amendments thereafter.
- (c) The Boarding Kennel(s) as set out in Schedule "D" of this Bylaw are hereby appointed to provide a temporary shelter in which any cats or dogs impounded under this Bylaw may be lodged until they can be transported to the pound facility specified by the City.
- (d) The Pet Licensing Vendor(s) as set out in Schedule "D" of this Bylaw are hereby appointed to issue annual licenses for cats and dogs.
(Bylaw #10-2019)
- (e) Bylaw Enforcement Officer(s) and Animal Control Officer(s) appointed by the City, may represent the City before a Justice of the Peace or a Judge of the Provincial Court of Saskatchewan in prosecution of anyone who is charged with a contravention of this Bylaw and any amendments thereafter.

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2. ANIMAL CONTROL SERVICE CONTRACTS:

The Mayor and Manager are hereby authorized to sign Agreements as set out in the attached Appendixes to this Bylaw, for the provision of certain animal control services for the City, as follows:

- (a) Appendix "9" with Paws Republic Boarding Centre for:

(Bylaw #10-2019)

- (i) the sale of annual licenses to owners of dogs and cats.
- (ii) a temporary shelter to cats or dogs impounded under this Bylaw may be lodged until they can be transported to a pound facility specified by the City.

PART VII – OFF-LEASH DOG AREAS

1. DOGS PERMITTED TO BE OFF-LEASH

Notwithstanding Part III, an owner of a dog is not required to have the dog on a leash in the off-leash area designated in Schedule "E" provided the owner complies with this section.

(Bylaw #10-2019)

2. PROHIBITED DOGS

No owner of a dog that:

- (a) has been declared dangerous pursuant to the Cities Act governing legislation;
- (b) is a female dog that is in heat;

shall permit the dog to be in the off-leash area at any time whether the dog is on a leash or not.

3. NUISANCE PROHIBITED

- (a) No owner of a dog shall permit or allow the dog to become a nuisance to other persons or animals in the off-leash area.
- (b) The behavior of a dog which constitutes a nuisance includes, but is not limited to, the following:
 - (i) running at such a distance from its owner, to be incapable of responding to voice or sight commands;
 - (ii) doing any act that injures a person or another animal;

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- (iii) chasing or threatening a person or another animal;
 - (iv) biting, excessive barking or otherwise disturbing any person or other animal;
or
 - (v) causing damage to property.
- (c) In order to prevent a dog from becoming a nuisance in the off-leash area, the owner of the dog shall:
 - (i) Always accompany the dog in the off-leash area; and
 - (ii) carry a leash not exceeding two metres in length.
- (d) If a dog becomes a nuisance, the owner of the dog shall immediately restrain the dog by placing the dog on a leash not exceeding two metres in length and removing the dog from the area.
- (e) Any owner of a dog who fails to immediately restrain and remove the dog upon the dog becoming a nuisance as required by Clause (d) is guilty of an offence, and in such event, a Bylaw Enforcement Officer, Animal Protection Officer, or peace officer may seize and impound the dog.

4. GENERAL PROVISIONS APPLY IN OFF-LEASH AREA

Nothing in this Section shall release the owner of a dog from complying with the general provisions of this Bylaw pertaining to licensing, displaying a valid license tag as set out in Section 3 and removal of defecation as set out in Schedule “B”, Schedule of Offenses, when the dog is in the off-leash area.

5. THIS SECTION SHALL NOT APPLY TO

- (a) a person who owns and is physically reliant on a guide dog trained and used to assist such person.

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PART VIII – DANGEROUS DOGS

For the purpose of this Section, an animal is presumed not to have been provoked, in the absence of evidence to the contrary.

1. AN ANIMAL IS DANGEROUS WHERE IT IS PROVED THAT:

- (a) the animal, without provocation, in a vicious or menacing manner, chased or approached a person or domestic animal in an apparent attitude of attack;
- (b) the animal has a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of persons or domestic animals;
- (c) the animal has, without provocation, bitten, inflicted injury, assaulted or otherwise attacked a person or domestic animal;
- (d) the animal is owned primarily or in part for the purpose of animal fighting or is trained for animal fighting

2. EXEMPTION FOR GUARD DOGS

No dog shall be considered dangerous where an action described in clause 1(a), (b), (c) or (c) occurred while the dog was:

- (a) Acting in the performance of police work; or
- (b) Working as a guard dog on commercial property:
 - (i) securely enclosed on property by a fence or other barrier enough to prevent the escape of the dog and the entry of children of tender years; and
 - (ii) defending that property against a person who was committing an offense.

3. FIGHTING DOGS CONSIDERED DANGEROUS

Notwithstanding the generality of Section 1, a dog is dangerous where it is proved that the dog is owned primarily or in part for the purpose of dog fighting or is trained for dog fighting.

4. DANGEROUS ANIMAL HEARINGS

- (a) If a complaint is made that an animal is dangerous, a judge shall hold a hearing to determine if, based upon the evidence adduced at the hearing, the animal is, in fact, dangerous.

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- (b) Notice of the hearing referred to in subsection (a) shall be served upon the owner of the animal. The notice shall be served:
- (i) In the case of an owner who is an individual:
 - by delivering it personally to the owner; or
 - if the owner cannot conveniently be found by leaving it for the owner at the owner's residence with a person at that residence who appears to be at least 18 years of age;
 - (ii) in the case of an owner that is a corporation:
 - by sending it by registered mail to the registered office of the corporation; or
 - by delivering it personally to the manager, secretary or other executive officer of the corporation or the person in charge of any office or other place where the corporation carries on business in Saskatchewan.
- (c) Where an owner does not appear at the time and place appointed for the hearing after having been notified of that time or place, the judge may proceed to hear and determine the proceedings in the absence of the owner as fully and effectively as if the owner had appeared.
- (d) If the judge is satisfied, on the evidence, that the animal is dangerous, the judge shall make an order embodying all the following terms:
- (i) If the owner removes the animal from the owner's property, the owner shall muzzle and leash it in accordance with the criteria prescribed in Section 12 and keep it under direct control and supervision;
 - (ii) The owner shall inoculate the animal against rabies in accordance with the provisions of Section 13
 - (iii) The owner shall report the sale or other disposition of the animal to a designated officer appointed pursuant to Section 19
 - (iv) Where the animal is moved to a different city or municipality, the owner shall notify the clerk of that city or municipality;
 - (v) Where the animal is to be sold or given away, the owner shall:
 - notify any prospective owner that the animal has been declared dangerous, before it is sold or given away; and
 - notify a designated officer appointed pursuant to Section 19 of the name, address and telephone number of any new owner of the animal;

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- (vi) if the animal is unlicensed, the owner shall, at the owner's expense and within ten days of the date of the order, purchase the requisite license for the animal;
 - (vii) the owner shall have the animal micro chipped in accordance with Section 14
- (e) An order pursuant a dangerous animal may also include any or all the following terms:
- (i) The owner shall keep the animal in an enclosure which complies with the criteria prescribed in Section 15
 - (ii) The owner shall obtain and keep in effect liability insurance in an amount of not less than \$300,000.00 for any bodily injury to or death of any person or domestic animal, or for damage to property, caused by the animal;
 - (iii) The owner shall display a sign, which complies with the criteria prescribed in Section 16 on the owner's property warning of the presence of the animal and shall continue to display that sign in good condition so long as the animal is present on the property;
 - (iv) The owner shall have the animal spayed or neutered;
 - (v) The owner shall take such other measures as the judge considers appropriate
- (f) A judge may, in the alternative, order that the animal be destroyed or otherwise disposed of at the owner's expense and shall give directions with respect to the destruction or other disposition.
- (g) Where an order has been made pursuant to subsection I against the owner, the owner may apply to the judge who made the order for an order that compliance with the provisions of clause (5)(b) be waived.
- (h) On an application pursuant to subsection (g), the judge may waive compliance with clause I(ii), on any terms and conditions that the judge considers reasonable, where the judge is satisfied that the owner is unable to comply with the requirements of that clause for a reason other than the owner's financial circumstances.
- (i) A person desiring to appeal an order pursuant to this Section shall, within seven days of the order being appealed from, file a notice of appeal with Her Majesty's Court of Queen's Bench, and the provisions of Part XXVII of the *Criminal Code* apply with any necessary modification.

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5. OFFENCES AND PENALTIES

- (a) Any person who owns a dog for the purpose of dog fighting, or trains, torments, badgers baits or otherwise uses a dog for the purpose of causing or encouraging the dog to make unprovoked attacks on persons or domestic animals is guilty of an offense.
- (b) Any person who displays a prescribed sign warning of the presence of a dangerous animal and who is not acting in accordance with an order made pursuant to subsection 4I or has not received the permission of the City to display the sign is guilty of an offence.
- (c) Any person who does not comply with any part of an order made against him or her pursuant to subsection 4(d), I or (f) is guilty of an offence.
- (d) Any person who owns an animal that, without provocation, attacks, assaults, wounds, bites, injures or kills a person or domestic animal, is guilty of an offense.
- (e) A person who is guilty of an offence pursuant to this Section is liable on summary conviction:
 - (i) In the case of an individual, to a fine not exceeding \$10,000.00, or imprisonment for not more than one year, or both;
 - (ii) In the case of a corporation, to a fine not exceeding \$25,000.00, or imprisonment of the directors of the corporation for not more than one year, or both.
- (f) In addition to imposing the penalty under subsection I, the convicting judge shall make an order embodying the requirements of subsection 4(d).
- (g) An order pursuant to subsection (f) may also include the requirements of subsection 4I.
- (h) Notwithstanding subsection (f), the judge may, in the alternative, order that the animal be destroyed or otherwise disposed of at the owner's expense and shall give directions with respect to the destruction or other disposition.
- (i) A person desiring to appeal an order or conviction being appealed from, file a notice of appeal with the Court, and the provisions of Part XXVII of the *Criminal Code* apply with any necessary modification.

6. ORDER BINDS SUBSEQUENT OWNER

An order issued pursuant to Section 4 or 5 continues to apply if the animal is sold or given to a new owner or is moved to a different municipality.

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7. EXECUTION OF DESTRUCTION ORDER

- (a) Unless the owner otherwise agrees, every order for destruction of an animal shall state that is shall not be implemented for eight days.
- (b) Where an appeal is taken against an order for the destruction of an animal, the application of the order is stayed pending the disposition of the appeal.
- (c) Regardless of the outcome of the appeal, the owner shall be responsible for the payment of the costs of impoundment of the animal pending the hearing.

8. RETURN OF ANIMAL

- (a) Where the judge on appeal overturns the order for destruction of the animal, the animal shall be released to the owner after the owner has paid the costs of impoundment of the animal pending the hearing
- (b) After a period of one year after a dog has been deemed to be ordered a “dangerous dog” as defined in Section (1) hereof, the owner may apply to the Animal Control Officer for an Order declaring the dog to no longer be deemed dangerous. This Order can only be granted after a hearing during which the owner shall have the onus of proving the following:
 - (i) That the City was provided with at least two weeks written notice of the hearing;
 - (ii) That the dog did not during the preceding twelve months:
 - (iii) Bite a person or persons whether on the property of the owner or not;
 - (iv) Do any act to injure a person or persons whether on the property of the owner or not;
 - (v) Chase or otherwise threaten a person or persons whether on the property of the owner or not, unless the person chased or threatened is a trespasser on the property of the owner;

9. DESTRUCTION BY PEACE OFFICERS

- (a) A peace officer as defined by the *Criminal Code* may destroy any animal that the officer finds injuring or viciously attacking a person or domestic animal.
- (b) Where the officer acted in good faith, a peace officer who destroys an animal pursuant to subsection (a) is not liable to the owner for the value of the animal.

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10. ENTRY AND SEARCH

If a peace officer as defined by the *Criminal Code* or a designated officer has reasonable grounds to believe that an animal that is dangerous or has been ordered to be destroyed or otherwise disposed of is in or on any premises, the peace officer or designated officer may enter the premises and search for and impound the animal in accordance with Section 327 of *The Cities Act*.

11. CHARGES MAY BE ADDED TO PROPERTY TAXES

- (a) If a person owes the City for costs incurred by the City with respect to a dangerous animal, the City may add the amount owing to the tax roll of any parcel of land for which the person is the assessed person.
- (b) If an amount is added to the tax roll of a parcel of land pursuant to subsection (a), the amount:
 - deemed for all purposes to be a tax imposed pursuant to *The Cities Act* from the date it was added to the tax roll; and
 - forms a lien against the parcel of land in favour of the city from the date it was added to the tax roll.

12. CRITERIA FOR MUZZLE AND LEASH FOR DANGEROUS ANIMALS

- (a) Where an animal that has been declared dangerous pursuant to Section 4 is removed from the owner's property, the animal shall be equipped with a muzzle and be secured by a leash in accordance with the following criteria:
 - (i) The animal shall be fitted with a collar or harness for the body that is properly placed and fitted on the animal;
 - (ii) The movement of the animal shall be controlled by a person by means of a leash attached to the collar or harness of the animal
 - (iii) The leash shall not exceed 1.2 meters in length and shall be constructed of a material having a tensile strength of at least 40 kilograms;
 - (iv) The muzzle on the animal shall be properly fitted on the animal to prevent it from biting any animal or person;

The muzzle shall be fitted on the animal in a manner that it will not interfere with the vision or respiration of the animal.

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13. INOCULATION OF ANIMALS

- (a) Where an animal has been declared to be dangerous pursuant to Section 4, the owner of the animal shall, at the owner's expense and within ten days of the date of the order of the judge declaring the animal to be dangerous, have the animal inoculated against rabies by a veterinarian and provide proof to a designated officer that the dog has been inoculated
- (b) Where the owner of an animal provides proof that the animal has been inoculated against rabies during the period of 12 months prior to the date of the order, the owner is not required to comply with subsection (a) until the expiration of 12 months from the date of inoculation of the animal or as otherwise recommended in writing by a licensed veterinarian
- (c) The owner of an animal shall have the animal inoculated within each 12-month period following the inoculation mentioned in subsection (a) or (b), or as may otherwise be recommended in writing by a licensed veterinarian during the lifetime of the animal.

14. MICRO CHIPPING OF DANGEROUS ANIMALS

Where an animal has been declared dangerous pursuant to Section 4, the owner of the animal shall, at the owner's expense and within ten days of the date of the order, cause the animal to be micro chipped by the Pound Keeper.

15. ENCLOSURES FOR DANGEROUS ANIMALS

- (a) If a judge orders pursuant to clause 4I(i) that an animal be kept in an enclosure, the enclosure must comply with the following criteria:
 - (i) The enclosure shall be constructed of wood or any other building material of enough strength and in a manner adequate to:
 - 1. Confine the animal; and
 - 2. Prevent the entry of children of tender years;
 - (ii) The entrances and other areas by which entry to or exit from the enclosure may be made shall be locked or fastened in a manner adequate to prevent the animal from escaping from the enclosure;
 - (iii) The enclosure shall be at least 3 meters in length, 1.5 meters in width and 1.8 meters in height;
 - (iv) The enclosure shall have a top secured to the sides of the enclosure;

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- (v) The enclosure shall:
 - Have a floor secured to the sides of the enclosure; or
 - The sides of the enclosure shall be embedded in the ground to a depth of at least .6 meters;
- (vi) The enclosure shall:
 - Provide protection from the elements for the animal;
 - Provide adequate light and ventilation for the animal; and
 - Be kept in a sanitary and clean condition

16. SIGNS

- (a) Where an animal has been declared dangerous pursuant to Section 4, the owner of the animal shall, within ten days of the date of the order of the judge declaring the animal to be dangerous, display a sign on his or her premises warning of the presence of the animal in the form illustrated in Appendix “12”.

(Bylaw #10-2019)

- (b) A sign required by subsection (a) shall be placed at each entrance to the premises where the animal is kept and on the enclosure in which the animal is confined.
- (c) A sign required by subsection (a) shall be clearly visible and capable of being read from any adjacent public road.

17. QUARANTINE OF ANIMALS

Where an animal has bitten a person or domestic animal, the owner of the animal shall, unless the animal is ordered destroyed, quarantine the animal for observation for symptoms of rabies for a period of not less than ten days in accordance with the *Animal Disease and Protection Act* (Canada).

18. RABIES TEST OF ANIMALS

Every person who destroys an animal following the non-fatal biting of a person or domestic animal, whether the destruction is pursuant to an order of a judge or court or at the decision of the owner of the animal, shall, if the destruction is carried out before the completion of the quarantine period mentioned in Section 17, retain the head of the animal in possession of the head of an animal to be tested for rabies.

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19. APPOINTMENT OF DESIGNATED OFFICERS

- (a) The Pound Keeper and the Animal Control Agency shall be designated officers for the purposes of this Bylaw
- (b) The Pound Keeper and the Animal Control Agency are authorized to delegate enforcement of this Bylaw to their employees.

This Bylaw shall come into force and take effect on the date of final passage thereof.

Read a first time this 19 day of November 2019
Read a second time this 19 day of November 2019
Read a third time this 19 day of November 2019

MAYOR

CITY CLERK

CITY OF MARTENSVILLE
ANIMAL CONTROL
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SCHEDULE "A"

SCHEDULE OF FEES

CATS & DOGS

Annual License Fee	\$20.00
After September 1 st	\$10.00
Permanent License Fee (if already micro chipped)	\$30.00
Impound Fee	\$50.00
Housing Fee (for each day or part thereof kept at the pound)	\$50.00

BEEES

Bee License Fee	\$20.00
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SCHEDULE “B”

SCHEDULE OF OFFENSES – CATS & DOGS

	First Offence	Second Offence	Subsequent
No Dog License	\$250.00	\$300.00	\$350.00
No Cat License	\$250.00	\$300.00	\$350.00
Failure to attach a valid license tag when cat or dog are off the premises of owner.	\$50.00	\$100.00	\$100.00
Dog Running at Large	\$100.00	\$200.00	\$300.00
Cat Running at Large	\$100.00	\$200.00	\$300.00
Dog or Cat Causing Nuisance	\$200.00	\$300.00	\$400.00
Failure to Remove Defecation on Private or Public Property	\$100.00	\$200.00	\$300.00
Failure to Dispose of Defecation in a Sanitary Manner	\$100.00	\$200.00	\$300.00
Cats or Dogs off Leash in Prohibited Areas	\$100.00	\$200.00	\$300.00
Untied or Free an Animal; Willingly Open Gate or Door	\$50.00		
Tease or Throw Things at the Dog	\$50.00		
Failure to Keep a Dangerous Dog Muzzled, Harnessed or Leashed Properly.	\$400.00		
Failure to Inoculate Dangerous Dog Against Rabies	\$100.00		
Failure to License Dangerous Dog	\$200.00		
Failing to Micro Chip Dangerous Dog	\$200.00		
Failing to Report Sale, Move or Giving Away of Dangerous Dog	\$200.00		
Failure to Keep Dangerous Dog Sign on Premises	\$400.00		

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Without Provocation Attacks, Assaults, Wounds, \$400.00
Bites or Injures a Person or Domestic Animal.

Encouraging Dog to Attack Persons or Animals \$400.00

Failure to Spayed or Neuter Dangerous Dog \$200.00

Failing to Comply with Order to Destroy \$400.00
Dangerous Animal

NOTE: The Provincial Victims of Crime Fine Surcharge shall be added to each penalty set out in this Schedule.

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SCHEDULE “C”

SCHEDULE OF OFFENSES – BEES

	First Offence	Second Offence	Subsequent
Failure to maintain hive	\$50.00	\$100.00	\$250.00
Violation of hive location	\$50.00	\$100.00	\$250.00
Violation of number of hives	\$50.00	\$100.00	\$250.00

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SCHEDULE “D”

BYLAW ENFORCEMENT OFFICER(S)

As appointed by Council by Resolution

ANIMAL CONTROL OFFICER

As appointed by Council by Resolution

BOARDING KENNEL

As appointed by Council by Resolution

PET LICENSING VENDOR

As appointed by Council by Resolution

POUND KEEPER

SPCA, Saskatoon

CITY OF MARTENSVILLE
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SCHEDULE “E”

AREAS WHERE DOGS MAY BE OFF-LEASH

- (1) Reference Land Description:
LSD1 – 21-38-05 W3M

Area is on the west side of Range Road 3053 and north of the Loraas Landfill.

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APPENDIX "1"



Annual Animal License

Owner: Last Name: _____

First Name: _____

Civic Address _____

Phone: Home: _____

Cell: _____

Work: _____

Alternate Contact: _____ Phone: _____

Animal: Name: _____

Sex: M F

Color: _____

Breed: _____

Year of Birth: _____

Distinguishing Features: _____

For office use:

License # _____

R# _____

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APPENDIX "2"



Annual Bee License

Owner: Last Name: _____

First Name: _____

Civic Address _____

Phone: Home: _____

Cell: _____

Work: _____

Alternate Contact: _____ Phone: _____

Number of Hives on Property _____

Have you registered with the Provincial Apiarist? YES/NO

For office use:

License #

R# _____

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APPENDIX "3"



CITY OF MARTENSVILLE
MICROCHIP REGISTRATION

Microchip # _____ Tag # _____

Owner Last Name: _____

Owner First Name: _____

Box #: _____ Civic Address: _____

Phone Home: _____ Work: _____ Cell: _____

Other Contact: _____ Phone: _____

Animal Name: _____ Date of Birth: _____

Colour: _____ Breed: _____ Sex: M F

Distinguishing Features: _____

For office use:

Date _____

R# _____

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APPENDIX “4”

ANIMAL TRAP AGREEMENT

Date: _____ Trap No. _____

The undersigned agrees to the following terms and conditions:

- to place the animal trap only on his or her property which is within the City of Martensville;
- to personally check the animal trap each hour while the trap is set;
- in the event an animal is trapped, to immediately contact the Animal Control Officer to come and pick up the trap and animal. If the Animal Control Officer is not available, the animal may be held for no longer than twenty-four (24) hours. Where an animal is held, the undersigned is responsible for the humane treatment and shelter of the animal including feeding and watering. A captured animal should be left in the trap and placed in a shed, garage, basement or other place that is warm, dry and secure with a blanket placed over the trap to pacify the animal. Do not attempt to remove an animal from the trap - this will be done by the Animal Control Officer. If the undersigned cannot comply with this condition, the trapped animal must be freed unharmed;
- to ensure that no harm comes to any trapped animal while in their possession including exposure to inclement weather;
- animal traps are not to be used when the temperature falls below -10 degrees Celsius or rises above 30 degrees Celsius;
- a Bylaw Enforcement Officer, Animal Control Officer or Peace Officer may enter the property of the undersigned to ensure the trap is being used properly;
- to advise the Bylaw Enforcement Officer, Animal Control Officer or Peace Officer of the ownership of any animal trapped, if known;
- to be responsible for the trap, including the cost of repair or replacement if damaged, lost or stolen;
- to set the trap only, when the Bylaw Enforcement Officer, Animal Control Officer or Peace Officer is available to pick up any trapped animal. Check with the officer prior to setting the trap;
- to ensure the trap is located safely away from where small children play, who may become injured if they can play around a set trap;

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- if no animal is caught, the trap is to be returned to the Bylaw Enforcement Officer, Animal Control Officer or Peace Officer three days after issuance unless an extension has been granted.

*** IT IS A CRIMINAL OFFENCE TO HARM ANY DOMESTIC ANIMAL ***

Address of intended location of trap: _____

I agree that if the trap is damaged or not returned to the City, as required by this agreement, that I will be billed for the cost of replacement of the trap, which, if not paid within 30 days, may be added to and form part of the property taxes of the land where the trap was used.

I understand and accept all liability which may arise in connection with the use of this animal trap while it is in my possession and will save and indemnify the City of Martensville for all such liability.

Signature: _____

Name of complainant: _____

Address of complainant: _____

TRAP RETURNED:

Date: _____

Received by: _____

Remarks: _____

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APPENDIX “5”

NOTICE OF ANIMAL SEIZURE

Date of Seizure: _____ Time: _____

Location of Seizure: _____

Type of Animal: _____ Breed: _____

Colour/Markings: _____

Height: _____ Gender: _____

Other Features: _____

Owner Name (if known): _____

License No: _____

Animal Control Officer

This form shall immediately be completed by the Animal Control Officer upon seizure of an animal or dog and shall be forthwith delivered to the City Hall.

A copy of this form when completed shall be retained by the City Hall for a period of one year.

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APPENDIX "6"

AUTHORIZATION FOR DISPOSAL

Type of Animal: _____ Breed: _____

Colour/Markings: _____

Height: _____ Gender: _____

Other Features: _____

I, _____, City Manager (or designated representative) claiming jurisdiction pursuant to the Animal Control Bylaw for the City of Martensville, hereby authorize the disposal of the above described animal which has been seized and impounded pursuant to the Bylaw and which remains unclaimed or unredeemed. To my knowledge this animal has not bitten any person(s) in the past fourteen (14) days.

Day and Date of Impound: _____

Day and Date of Disposal: _____

Method of Disposal:

1 Sale To:

Name: _____

Address: _____

Fees Paid: \$ _____ Receipt No.: _____

2. Destruction By:

Name: _____

Occupation: _____

Method: _____

Dated: _____ Authorized Signature: _____

A copy of this form when completed shall be retained by the City Hall for a period of one year

CITY OF MARTENSVILLE
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APPENDIX "7"



NOTICE OF VIOLATION

00601

NAME _____ (Last) (First) (Other) M F C

ADDRESS _____ (Street) (Box) DATE OF BIRTH Year Month Day

(City) (Province) (Postal Code)

ON THE _____ day of _____, 20____ at Martensville at _____ M
(Saskatchewan) (Time)

Did unlawfully commit the following offence under:

- ☐ Bylaw No. _____ (Location) _____
- ☐ Section No. _____
- ☐ Animals ☐ Snowmobiles ☐ Waste
- ☐ Parking/Traffic ☐ License
- ☐ Parks/Forestry ☐ Noise ☐ Other _____
- ☐ Fire Prevention ☐ Abatement of Nuisances _____

Description of Offence _____

- _____ Date Served: _____
- ☐ Voluntary Penalty \$ _____
- ☐ Payment of this Ticket is Due: _____
- ☐ Warning Only IF PENALTY IS PAID WITHIN 10 DAYS FROM THE DATE OF SERVICE \$ _____

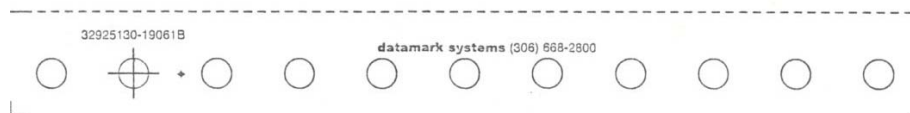
DRIVER	Licence No. _____			CLASS _____	PROVINCE _____		
					SK <input type="checkbox"/> OTHER _____		
VEHICLE	MAKE	MODEL	TYPE OF VEHICLE	YEAR	VEHICLE LICENCE NO.	PROVINCE SK <input type="checkbox"/> OTHER _____	EXP. YEAR
OWNER'S NAME _____ (LAST) (FIRST) (OTHER)							
ADDRESS _____ (ADDRESS) (CITY/TOWN) (PROVINCE)							

NAME OF ISSUING OFFICER _____ OFFICER SIGNATURE _____

PAYMENT OF THIS TICKET CAN BE MADE AT THE MARTENSVILLE MUNICIPAL OFFICE DURING REGULAR BUSINESS HOURS OR MAIL A CHEQUE OR MONEY ORDER PAYABLE TO THE CITY OF MARTENSVILLE ALONG WITH THIS TICKET TO P.O. BOX 970, MARTENSVILLE, SK S0K 2T0.

DO NOT SEND CASH THROUGH THE MAIL.

FAILURE TO PAY WILL RESULT IN PROSECUTION.



CITY OF MARTENSVILLE
ANIMAL CONTROL
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APPENDIX “8”

AGREEMENT OF IMPOUNDMENT
MEMORANDUM OF UNDERSTANDING

This Memorandum made in duplicate as of the _____ day of _____, 2007.

BETWEEN SASKATOON SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS.
HERINAFTER REFERRED TO AS “SASKATOON SPCA.” AND THE CITY OF MARTENSVILLE.

BOTH PARTIES AGREE THAT:

This memorandum of understanding pertains only to animals relinquished by the City of Martensville Bylaw Enforcement Officer(s). Animals accepted by the Saskatoon SPCA from anyone other than the Martensville Bylaw Enforcement Officer will not be encompassed by this agreement.

The City of Martensville will pay the Saskatoon SPCA the sum of \$50.00 for each animal relinquished by the Bylaw Enforcement Officer, for the required impounding period.

THE FOLLOWING CONDITIONS APPLY TO THIS AGREEMENT:

1. The Saskatoon SPCA will impound each dog or cat and will hold the animal, pending claim by its owner for 96 hours.
2. During the period of impoundment, any owner claiming their dog or cat will be required to pay the impoundment fee owed by the City of Martensville. Prior to releasing the animal, all municipal fines and required licensing shall be paid at the Martensville City Office as per the City of Martensville Animal Control Bylaw.
3. Any owner reclaiming their dog or cat will be required to pay any veterinarian expenses invested in the animal by the City of Martensville. The animal shall not be released back to the owner until all expenses are paid in full. It is the owner’s responsibility to make suitable arrangements with and recover the costs to the City of Martensville within the 96-hour holding period. Should the owner refuse to pay this expense, the animal will become the property of the Saskatoon SPCA as per Section 7 of this Agreement. The recovery of all veterinary costs incurred by the Saskatoon SPCA, without written consent from the City of Martensville, will be the responsibility of the Saskatoon SPCA.
4. Should the dog or cat be severely injured and suffering, and/or requiring veterinary treatment over \$150.00, or suffering from a severe contagious disease that could endanger the health of other animals in the shelter, the Society reserves the right to euthanize the animal (in accordance with section 6 (3) of *The Animal Protection Act*. If the dog or cat was severely injured when brought in by the City of Martensville it would be advisable for the municipality to seek veterinary advice, regarding possible immediate euthanization before impounding the dog or cat at the shelter, in order to relieve the distress of the animal pursuant to section 6 (3) of *The Animal Protection Act*.
5. The City of Martensville shall make every attempt to post in a public place a notice indicating any dog or cat that has been brought into the Saskatoon SPCA for impoundment.

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6. As the City has no authority to euthanize an animal, the Saskatoon SPCA will be entrusted to make these decisions according to Section 6 (3) of *The Animal Protection Act*.
7. If the dog or cat has not been claimed by its owner within the 96-hour impounding period, the animal will become the property of the Saskatoon SPCA. The City relinquishes all rights to the animal at that time via fax authorization and the SPCA may choose to adopt or euthanize the animal. Once the animal becomes the property of the Saskatoon SPCA, any monies received for the animal will remain the property of the Saskatoon SPCA.
8. The Saskatoon SPCA will provide a detailed monthly billing to the City of Martensville of animals impounded, as well as a detailed report on any animals claimed by owners and the impoundment fees. This bill will be settled within 30 days of its receipt by the City of Martensville.
9. The City of Martensville will keep the Saskatoon SPCA advised of the names and contact information of local Bylaw Enforcement personnel. The City of Martensville will not accept responsibility for animals brought to the Saskatoon SPCA by anyone other than approved Bylaw Enforcement personnel as detailed in Appendix A of the Animal Control Bylaw No. 19-2005.
10. Either party may terminate this agreement with a thirty-day notice in writing to the other party.
11. Both parties agree to review this Memorandum of Understanding by December 31 of each year.

Contact Information:

For Animal Control:
Bylaw Enforcement Officer
(306) 229-6859

For Billing and Inquiries:
City of Martensville
Box 970
MARTENSVILLE SK S0K 2T0
(306) 931-2166

Signed this _____ day of _____, 20__

Shelter Manager
Saskatoon Society for the Prevention of Cruelty to Animals, Inc.

City Manager
City of Martensville

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**Saskatoon SPCA
Appendix A
Fee for Service Schedule
January 1st, 2006**

Investigative Services

1. Mileage:

Car	\$0.38 per km
Truck or Van	\$0.40 per km

2. Fee for Services Rates (Wages):

\$15.00 per hour / officer

3. Miscellaneous Items:

Additional cost would be in such cases where Saskatchewan SPCA would be called for assistance, professional services such as Veterinarians, or Transportation for hire would be necessary for the purpose of large-scale investigations and/or seizures.

Pound Services

- Impoundment Fee per animal \$50.00
- Multiple Animals Impoundment \$50.00 – 1st animal
 \$10.00 – each other animal (as a group)
- Sustenance Fees per animal \$10.70 / day after day of impoundment

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APPENDIX "9"

BOARDING KENNEL AGREEMENT

THIS AGREEMENT made the 30th day of December, A. D. 2012

BETWEEN the Paws Republic Boarding Centre of the City of Martensville, in the Province of Saskatchewan, hereinafter referred to as "THE KENNEL;"

AND the City of Martensville, in the Province of Saskatchewan, hereinafter referred to as "THE CITY."

AND WHEREAS both parties mutually that this Boarding Kennel Agreement signed Boarding Kennel Agreement which was -

THIS AGREEMENT WITNESSES that in consideration of the covenants, undertakings and agreements hereinafter set forth, the parties agree as follows:

1. SALE OF LICENSES:

1.1 THE KENNEL agrees to sell annual licenses to owners of dogs and cats in accordance with the provisions of the Animal Control Bylaw.

1.2 THE CITY and THE KENNEL agree that THE KENNEL is acting on behalf of THE CITY with respect to the sale of annual licenses to owners of dogs and cats.

1.3 THE KENNEL agrees to obtain and record the required license information and collect the license fees, as prescribed by the Animal Control Bylaw.

1.4 THE KENNEL agrees to deliver the license information and required fees for all licenses sold (less commission), to an authorized representative of THE CITY upon request.

1.5 Notwithstanding Clause 2.4, THE CITY agrees that THE KENNEL may retain Two Dollars and Fifty Cents (\$2.50) of the license fee collected, as a license sales commission.

2. IMPOUND OF ANIMALS:

2.1 Upon impounding any cats or dogs THE KENNEL shall advise THE CITY giving a full description of the animal impounded, as specified in the Animal Control Bylaw. THE CITY shall be responsible for the collection of fines, impoundment fees and costs payable by the owners of such cats and dogs.

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2.2 THE KENNEL shall provide a temporary shelter in which any cat and dogs impounded under the Animal Control Bylaw may be lodged until they can be transported to the pound facility specified by the City. The fee payable to THE KENNEL for such temporary shelter by THE CITY shall be Twenty-eight Dollars (\$28.00) plus GST and PST on the day of impounding and each night thereafter.

2.3 THE KENNEL has the right to refuse temporary shelter based on restricted availability, suspected sickness or ill temperament of any cat or dog.

3. LIABILITY:

3.1 THE KENNEL shall not be responsible for any liability arising out of the administration of the Animal Control Bylaw. THE CITY shall not be responsible for negligent handling of animals by THE KENNEL.

4. STATUS:

4.1 THE CITY and THE KENNEL acknowledge that THE KENNEL and its employees are not employees of THE CITY but is an independent contractor and that THE KENNEL is responsible for all costs, duties, obligations and requirements under this contract to Unemployment Insurance, Canada Pension Plan, Income Tax, Employment Standards or any other similar legislation.

5. TERM OF CONTRACT:

5.1 The term of the contract under this Agreement shall be for six (6) months from date of signing thereof, unless otherwise terminated pursuant to this Agreement. Either party may present amendments by written notice.

5.2 Either party to this Agreement may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

5.3 This contract agreement shall continue after the six (6) month term and shall remain in force and bind the parties to the terms and conditions specified until such time as the contract is terminated by either party.

6. ASSIGNMENT:

6.1 THE KENNEL may not assign all or any portion of this contract.

6.2 In the event that THE KENNEL is unable to temporarily perform the duties under this contract, it may with the approval of the City Manager, appoint some one to perform the duties temporarily.

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7. MISCELLANEOUS:

7.1 This Agreement shall constitute and express the whole Agreement between the parties with reference to the contract and all matters referred to herein. All representations and undertakings made prior to the execution of this Agreement being merged herein.

7.2 The headings contained in this Agreement are included herein for convenience of reference only and do not form part of the covenants, terms or agreement herein contained.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this ____th day of _____, A. D. 20____.

PAWS REPUBLIC:

Address: Box 878
Martensville, Saskatchewan
S0K 2T0



Paws Republic

CITY OF MARTENSVILLE:

Address: Box 970
Martensville, Saskatchewan
S0K 2T0



MAYOR



CITY MANAGER

CITY OF MARTENSVILLE
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APPENDIX "10"

Complainant Information:

Last name: _____ First Name: _____ Middle Name: _____

Address: _____

Barking/Howling Complaint Questionnaire

Animal Owner Information:

Name: _____

Address: _____ Phone #: _____

Description of Offending Animal(s) (i.e. size, color, breed, sex, age, name)

- 1) _____
- 2) _____
- 3) _____

A) Type of residence: House _____, Duplex _____, Basement Suite _____, Condominium _____, Apartment _____, Other _____.

B) Where on the owner's property is the animal located (ex. Inside house, backyard, dog pen, garage)? _____

C) When does the nuisance barking specifically occur?

D) Why do you think the dog(s) is/are barking (ex. Loneliness, strangers, hunger etc.)?

E) How long has the barking/howling been a problem?

F) How long has the animal resided at the address? _____ years, _____ months

G) Have you observed the dog(s) barking? _____ yes, _____ no

H) Can you identify the specific offending animal(s)? _____ yes, _____ no

I) Can you identify the owner of the animal(s)? _____ yes, _____ no

I, (name) _____ of (civic address) _____

hereby certify that the information recorded in this log is accurate and true and would testify to its accuracy before a court of law.

Signature: _____

Date: _____

J) Does the problematic barking occur when the owner is home? _____yes, _____no

K) Does the problematic barking occur when the owner is away? _____yes, _____no

L) Is the dog left outside when the owner is away? _____yes, _____no

M) When is the dog owner usually home? _____

N) Have you discussed the problem with the owner? _____Yes, _____No. If yes, what was the result of the discussion?

O) Has the owner taken any action to prevent or stop the barking/howling?

P) Are you prepared to testify in court? _____Yes, _____No

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____ Date: _____

This log should document the duration of each barking episode including start and stop time, the intensity of the episode, whether it is intermittent or continual, the type and nature of barking and any events that may have initiated barking.

Barking/Howling Log

I, (name)_____of (civic address)_____hereby
certify that the information recorded in this log is accurate and true and would testify to its accuracy
before a court of law.

Date: _____

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APPENDIX "12"

WARNING



DANGEROUS DOG ON PREMISES