

BYLAW 2-2006


**A BYLAW OF THE MUNICIPALITY OF PLEASANTDALE NO. 398
RESPECTING ANIMALS RUNNING AT LARGE**

Pursuant to *The Stray Animals Act*, the council of the Municipality of Pleasantdale No. 398 enacts as follows:

1. Expressions used in this bylaw have the same meaning and interpretation given to them by section 2 of *The Stray Animals Act*.
2. The following animals are permitted to run at large in the following areas within the municipality:
 - (a) cattle on the road allowance East of the SE 23-41-16-W2.
3. That the R.M. of Pleasantdale No. 398 is hereby authorized to enter into an agreement, attached hereto and forming a part of this bylaw and identified as "Exhibit A" with 3L Cattle Company for the purpose of establishing conditions of allowing the above said animals to run at large on the road allowance mentioned above and to install and keep safe Texas Gates in a municipal road allowance.



 Reeve

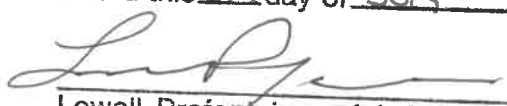


 Administrator



Certified to be a true copy
of the original.

Dated this 6th day of July, 2006



 Lowell Prefontaine - Administrator

“EXHIBIT A”

AGREEMENT

Between:

**The Rural Municipality of Pleasantdale No. 398
 (“the RM”)**

and

**David Dutcyvich/3L Cattle Company
 (“the landowner”).**

WHEREAS the landowner is desirous of having a Texas gates installed on a municipal road .

And WHEREAS the said Texas gate would be for the convenience and benefit of the landowner but is not required in the interest of the public generally;

Now THEREFORE the parties hereto agree as follows:

1. The RM hereby agrees to allow the landowner to install a Texas gates in the Municipal Road Allowance at the following locations,
 - East of the SE 23-41-16-W2, commencing 100ft North of the North boundary of the property currently owned by Roy Beingessner.
 - On the North Boundary of the road allowance that lies East of the SE 23-41-16-W2
2. In consideration of the foregoing, the landowner agrees (i) to keep the Texas gates in such a state of repair that motorists exercising ordinary care may pass over the same safely and that it will serve to confine livestock and (ii) to maintain any signs erected by the RM in conjunction with the Texas gate.

3. In further consideration of the foregoing, the landowner shall indemnify and save harmless the RM and all persons for whom it is in law responsible from any and all liabilities, damages, costs, claims, suits or actions, arising out of any failure to keep the Texas gates in the required state of repair or any failure to maintain any signs erected by the RM in conjunction with the Texas gates.
4. The landowner agrees to carry comprehensive general liability insurance covering the above described risk (#3) with a limit of liability for each occurrence of not less than Five million dollars and to furnish proof of the same if requested to do so by the RM and that it must be **clearly stated in the policy that this type of risk is not excluded in the policy** .
5. The landowner agrees to pay all costs incurred, such as installation, Texas gates, signs, council supervision.
6. The Landowners agrees that no claim will be brought against the traveling public for injury or death of an animal, while on the above said portion of the road allowance .
7. The structure will be installed by the landowner , under the supervision of at least two members of the council for the R.M. of Pleasantdale # 398.
8. R.M. representatives will routinely inspect the Texas gate structures and if repairs are required the landowner will be notified immediately in writing of the repairs that are required and the landowner will have three days to address and make the necessary repairs to the structure. If the landowner fails to make the stated repairs the Municipality will complete the repairs and charge all costs including administration & supervision back to the landowner as custom work.
9. Either party may opt out of this agreement by stating the reasons in writing, by registered mail , the letter will be considered to be served four days after the date of the postmark, and there are no clear days recognized in the above said four days .
10. The Texas gate structures must have a minimum capacity to withstand at least
23,700 KG (50,000 pounds)
11. The Texas gate structures must be at least 7.0 meters long and 2.0 wide.

In witness whereof the Rural Municipality of Pleasantdale No. 398 has caused its seal to be hereunto affixed, attested to by its proper signing officers in that behalf this 21st day of June, 2006.

Rural Municipality of Pleasantdale No. 398

Forrest Pederson

Reeve (Forrest Pederson)

(SEAL)

Lowell Prefontaine

Administrator (Lowell Prefontaine)

In witness whereof David Dutcyvich/3L Cattle Company has hereunto set his hand and seal this 6th day of July, 2006.

Signed, Sealed and Delivered in
the presence of:)
)
)
)

Brenda Sunderland
Witness

David Dutcyvich
David Dutcyvich/3L Cattle Company

