

TOWN OF LUMSDEN

BYLAW No. 3-2003

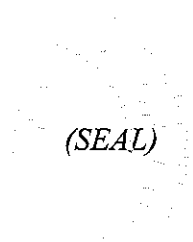
A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE REGINA HUMANE SOCIETY FOR THE IMPOUNDMENT OF STRAY DOGS AND CATS

WHEREAS it is deemed desirable by the Council of the Town of Lumsden to enter into an agreement with the Regina Humane Society to establish terms and conditions for the impoundment of stray dogs and cats;

NOW, THEREFORE, the Council of the Town of Lumsden in the Province of Saskatchewan enacts as follows:

1. The Mayor and Administrator are hereby authorized to execute under the seal of the Town of Lumsden an agreement in writing between the Town of Lumsden and the Regina Humane Society for the purpose of establishing terms and conditions for the impoundment of stray dogs and cats;
2. The Memorandum of Agreement made between the Town of Lumsden and the Regina Humane Society, which agreement is attached hereto as Exhibit "A" to this bylaw, the terms of which agreement are hereby incorporated herein, adopted, ratified and confirmed.

Read a first time this 27th Day of January, 2003.
 Read a second time this 10th Day of February, 2003.
 Read a third time this 10th Day of February, 2003.



(SEAL)



 Mayor

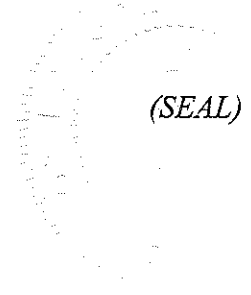


 Administrator

Certified to be a true copy of Bylaw No. 3-2003 adopted by the council of the Town of Lumsden on the 10th day of February, 2003.



 Administrator



(SEAL)

Regina Humane Society

AGREEMENT FOR IMPOUNDMENT
BETWEEN
THE REGINA HUMANE SOCIETY
AND
The Town Of Lumsden

The municipality agrees to pay the Regina Humane Society the sum of \$500.00 per year to impound stray dogs and cats. This contract will be in effect from January 1, 2003 to December 31, 2003. The Regina Humane Society will record and photocopy all files of the incoming animals and will review these with you at year-end. If there were a drastic increase or decrease in the numbers we would negotiate a new yearly fee at this time.

THE FOLLOWING CONDITIONS APPLY TO THIS AGREEMENT:

1. The Society will impound each dog and each cat and will hold the animal, pending claim by its owner for 5 days. (10 days for more valuable animals or animals wearing identification).
2. During the period of impoundment, any owner claiming their dog or cat will be required to pay the impoundment fee owed by the municipality. Any outstanding municipal fines (running at large, licenses, etc. will be the municipality's responsibility to collect).
3. Any owner reclaiming their dog or cat will be required to pay any veterinary expenses incurred either by the municipality or the Society. Should the owner refuse to pay, the municipality will pay the Society's veterinary expenses. It will be the municipality's responsibility to collect from the owner.
4. Should the animal be severely injured and suffering, and/or requiring veterinary treatment over \$200.00 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 dog or cat. If the dog or cat were severely injured when brought in by the municipality, it would be advisable for the municipality to seek veterinary advice, regarding possible immediate euthanization before impounding the dog or cat at the shelter.



5. The municipality shall be required to post in a public place a notice indicating any dog or cat that has been brought into the Regina Humane Society for impoundment.
6. Any dog or cat brought into the shelter, whether by employees of or private citizens of a municipality, will be considered to be the responsibility of the municipality. Conversely, the Society will be required to notify the municipality if an animal is brought in by a private citizen so proper notification or posting in the municipality may be implemented.
7. All municipalities will require an after hours contact person for consultation regarding injured animals brought to the Society by the R.C.M.P. or private citizen after normal shelter hours.
8. Following the impoundment period, if the dog has not been claimed by its owner, the animal will then become the property of the Regina Humane Society to be disposed of by adoption, euthanization, etc. at the discretion of the Society. Once the dog becomes the property of the Society, any monies received for the animal will become the property of the Society.
9. Any municipal by-law changes or changes in municipal policy which could result in large numbers (over five) cats or dogs being brought to the shelter would require notification and/or permission from the Society based on the shelters available space.
10. This agreement shall remain in effect till December 31, 2003.
11. Either party may terminate this agreement with a 30-day notice in writing to the other party.

The following information is required for implementation of this contract:

Town of Lumsden

Name of town or municipal administrator or person acting for the town or municipality

P.O. Box 160 Lumsden, Sask. S0G 3C0 300 James Street North

Address of this person or address of town office

731-2404

Phone numbers or numbers where this person may be contacted during normal working hours

Bob Schulz

Name of after hours contact person in case of emergency

731-2132

Phone number of after hours contact person

We, the undersigned fully understand the terms and intent of the agreement.

John Wellmott / NOV 26, 2002
Regina Humane Society Executive Director Date

H. Zed / NOV 22, 2002
Town or Municipal Administrator Date

