



Policy Title: Fencing

Policy Area: Transportation	Effective Date: October 12, 2022
Policy Section: Fencing	Updated: March 11, 2024
Supersedes Policy: 615/22, 300-11; 300-11.1; 300-11.2, 501/22, 555/22	Approved on: March 11, 2024 Resolution: 199/24 Next Review Date: This Policy will be reviewed every three (3) years or earlier, in the event of major changes to legislation or related policies and procedures, or if deemed necessary by the Chief Administrative Officer.

Purpose:

The purpose of this policy is to establish guidelines and responsibilities for installation of fencing adjacent road allowances in the Agriculture Resource District of the Rural Municipality of Britannia.

Policy Statement:

The Rural Municipality of Britannia No. 502 shall keep every roadway subject to the direction, control, and management of the municipality in a reasonable state of repair and free of unauthorized obstructions for the safety of the traveling public.

Notwithstanding anything in this policy, development standards for fencing regarding setback and sightlines as specified in the municipal Zoning Bylaw may apply.

Definitions:

CAO: Means the Chief administrative officer of the Rural Municipality of Britannia No. 502.

Council: Means council for the Rural Municipality of Britannia No. 502.

Landowner: Means the person or persons whose name the property is titled.

Municipality: Means the Rural Municipality of Britannia No. 502.



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Road allowance: Means the government road allowance.

Zoning Bylaw: Means the Rural Municipality of Britannia No. 502 Zoning Bylaw 24-2021, as amended.

Responsibilities: The Chief Administrative Officer, in consultation with the Operations Manager, is responsible for maintaining and updating this policy.

Policy:

1. General

- (1) All fences adjacent to municipal road allowances may be built on the property line.
- (2) No fences or gates shall be permitted in or on the municipal road allowance unless;
 - a. a valid close and lease agreement is in place; and
 - b. a valid Permission to Build Fence Within a Closed Road Allowance (Schedule "A") agreement is in place.
- (3) Where the landowner chooses to build a fence adjacent to a road allowance, it is the responsibility of the property owner to accurately locate their property line or to obtain a survey of the property line from a certified Saskatchewan Land Surveyor prior to erecting a fence.
- (4) Where the municipality must replace or move a fence adjacent to a road allowance, it is the responsibility of the municipality to accurately locate the property line or to obtain a survey of the property line from a certified Saskatchewan Land Surveyor prior to erecting a fence.
- (5) Where it is determined that a fence has been installed by a landowner within the road allowance, Council may instruct administration to send a Notice of Unauthorized Fence in Road Allowance (Schedule "B") to the landowner.

2. Construction

Where a fence is to be moved to accommodate municipal road construction:

- (1) Fencing needs are to be indicated on the Right of Way Agreement, Right of Entry Agreement, or temporary work space agreement.
 - a. The municipality will supply labour for any required fence removal, excluding game fences.
 - b. Replacement of an existing fence, excluding game fences, will be undertaken by the municipality only.
 - c. The municipality will replace an existing fence with a new fence after construction.



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- d. The standard for a replacement fence shall be as follows:
 - i. The new fence will consist of three wires and 3" to 4" diameter – six-foot-posts, which will be placed a minimum of 16 feet apart.
 - ii. Replacement of existing gates will also be provided.
 - iii. Any labour or material for additional or upgraded fencing (including but not limited to four -wire fences and game fences), will be at the cost of the landowner.
 - A. An upgraded fence may be:
 - a. Where the replacement fence requested in the Right of Way agreement, Right of Entry Agreement, or Temporary Workspace Agreement is of higher quality or for a different purpose than the municipal fence standard;
 - B. Costs for the upgraded fence shall be based on the current Custom Work Fee Bylaw.
- (2) Where a fence must be removed to accommodate municipal road works, the landowner is responsible for finding alternative accommodation for cattle and/ or other livestock.
- a. Where this is not possible, the municipality will erect a temporary fence.
 - i. The temporary fence will be an electric fence.
 - ii. The temporary fence is to be maintained by the landowner until such time as the permanent fence can be constructed.
 - iii. If an electric fence is not suitable, the municipality will install a two-wire fence;
 - A. Where a temporary two-wire fence is installed, the landowner shall be responsible for the cost of the wire.
- (3) Where a Right of Way Agreement is in place, Council and the landowner may negotiate other conditions and consideration where deemed necessary.
- (4) Where the landowner has requested that fence material that is to be removed be salvaged and the Operations Manager has determined that the fence is in salvageable condition, the salvaged fencing materials will be placed on the landowner's property adjacent to the road allowance, at a location agreed to by the landowner and the Operations Manager.



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- (5) Where the landowner has requested that fence material that is to be removed be salvaged and the Operations Manager has determined that the fence is not in salvageable condition;
- a. The municipality will remove the fence and dispose of the material; or
 - b. The landowner may remove the fence at their own expense by a date agreed to by the Operations Manager.
 - i. If landowner does not remove the fence by the predetermined date, the municipality will remove the fence and dispose of the material.

3. Mulching

Where fence line mulching takes place under Mulching Road Allowance Policy TS-004

- (1) The municipality is not responsible for removing the fence prior to mulching.
- (2) The municipality is not responsible for replacing the fence once mulching is complete.
- (3) Where a fence is inadvertently damaged, the Operations Manager is to be notified immediately.

4. Close and Lease

Where a landowner or occupant obtains an authorized close and lease agreement with the municipality under Section 13 of The Municipalities Act, 2005

- (1) The lessee is responsible for installing a sign on the fence across the road allowance, indicating that the road is closed.
- (2) Fences installed across closed roads must be compliant with The Line Fence Act, 1978.
- (3) Where the lessee intends to install a fence on the property line of the road allowance opposite of the land which they own or occupy;
 - a. The lessee and the municipality must enter into a Permission to Build a Fence Within a Closed Road Allowance (Schedule "A") agreement.
 - i. The lessee will bear all responsibility for surveying and erecting permitted in the agreement.
 - ii. In the event that the road is opened up for general public use, the lessee and any adjacent landowner shall be responsible for any fencing necessary for their use and the municipality will not:
 - A. Pay to move the fence from the existing right of way.
 - B. Pay for the construction of a new fence where no fence currently exists.



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5. Temporary Fences for Reclamation Areas

Temporary fences may be required from time to time to re-establish grassed areas damaged or removed through the road construction process.

- (1) The municipality shall be responsible for the installation and removal of any fence erected for this reason.
- (2) Any fence erected for reclamation shall consist of a two-wire fence around the perimeter of the reclamation area.

6. List of Schedules:

A - Permission to Build Fence Within a Closed Road Allowance

B - Notice of Unauthorized Fence in Road Allowance

APPROVED



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Schedule "A"

Permission to Build Fence Within a Closed Road Allowance

This Agreement made in duplicate this _____ day of _____, 20____.

BETWEEN: The Rural Municipality of Britannia No. 502
Hereinafter called "*the Municipality*"

OF THE FIRST PART

AND –

LESSEE NAME: _____

MAILING ADDRESS: _____

Hereinafter called "*the Lessee*"

OF THE SECOND PART

The Municipality has agreed to close and lease to the said Lessee, subject to the terms and conditions of Close and Lease Bylaw _____, the following roads:

1. (Description of road(s) from close and lease bylaw)

The Municipality hereby grants the Lessee permission to fence the closed and leased road allowance, within the municipal right of way, subject to the following terms and conditions:

1. If the lease is terminated at anytime for any reason, the costs to remove the fence erected under this agreement shall be the responsibility of the Lessee named in this agreement.
2. The Municipality accepts no financial or other responsibility for removing the fence from the closed and leased road allowance.
3. If the fence is not removed within 30 days of the termination of this Close and Lease agreement, the Municipality shall:



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Schedule "A" continued

Permission to Build Fence Within a Closed Road Allowance

- a. Provide a quote to the Lessee named in this agreement of the cost for the municipality to remove the fence, based on the current Custom Work Fee Bylaw; and
 - b. The Municipality shall remove the fence and bill the Lessee named in this agreement for the costs to remove the fence, as per the quote provided.
4. If the Lessee named in this agreement does not pay the invoice for the fence removal, subject to section 405 of the Municipalities Act, 2005 M36-1, the invoice for the work shall be added to the Lessee's tax roll.

I, the undersigned Lessee, acknowledge that I have read this agreement and understand the terms and conditions

Lessee Signature

Witness Signature

Lessee Name (please print)

Witness Name (please print)

The Rural Municipality of Britannia No. 502

[SEAL]

Reeve

Chief Administrative Officer



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Schedule "B"

Notice of Unauthorized Fence in Road Allowance

Issued to	
Property Location	
Description of Fence	
Notice Date	

As per the Rural Municipality of Britannia No. 502's Fence Policy TS-010:

1. General

- (1) All fences adjacent to municipal road allowances may be built on the property line.
- (2) No fences or gates shall be permitted in or on the municipal road allowance unless;
 - a. a valid close and lease agreement is in place; and
 - b. a valid Permission to Build Fence Within a Closed Road Allowance (Schedule "A") agreement is in place.
- (3) Where the landowner chooses to build a fence adjacent to a road allowance, it is the responsibility of the property owner to accurately locate their property line or to obtain a survey of the property line from a certified Saskatchewan Land Surveyor prior to erecting a fence.
- (4) Where it is determined that a fence has been installed by a landowner within the road allowance, Council may instruct administration to send a Notice of Unauthorized Fence in Road Allowance (Schedule "B") to the landowner.

It has been noted that your fence, as described above is non-compliant with Policy TS-010 for the following reasons:

Please contact the Rural Municipality of Britannia No. 502's Municipal Office no later than _____ (30 days from the date the notice is issued) to further discuss this matter with _____ (name of RM representative).

If you do not respond to this letter and take actions to comply with Policy TS-010, the Rural Municipality of Britannia No. 502 will remove the non-compliant fence at your expense. Costs to remove the fence will be determined based on the current Custom Work Fee Bylaw and will be invoiced to you. Any amount owing not paid will be added to your tax account, as per section 405 of the Municipalities Act, 2005 M36-1.

[SEAL]

Bryson Leganchuk, CAO