

RURAL MUNICIPALITY
OF
BRITANNIA NO. 502

MINUTES OF THE REGULAR MEETING HELD
February 28, 2024

The Britannia Municipal Council convened their regular meeting in the council chambers of the Rural Municipality of Britannia office located at 4824 – 47th Street, Lloydminster, SK commencing at 9:00 a.m., February 28, 2024, with Reeve John Light presiding.

Present: Reeve: John Light
Councillors: Jim Collins
Wilf Jurke
Elaine Newman – via Zoom
Ed Noble
H. John Wack

CAO: Bryson Leganchuk
EA: Liz Bailey

Absent: Cory McCall

118/24 **Agenda Approved**

NOBLE: That council approve the agenda for the February 28, 2024 regular meeting of council with the following additions: 6. f. Council Discussions at Meetings (Div. 1), 9. h. Letter to Priemer Re: Carbon Tax Rebates for Home Heating with Sources Other Than Natural Gas (Div 6), 6. g. Statement for Resolution Being Presented to SARM (Reeve), 9. i. Review of Concentrated Haul Numbers, and 2. d. Posting Signs in the Municipality (Div 1).

CARRIED

Conflicts of Interest Declared: Members were asked to declare if they had any conflicts of interest relating to agenda items for the meeting, and if so, that they should declare them in accordance with Sections 144 and 144.1 of The Municipalities Act. Conflict of Interest Declared: None.

1. a.

119/24 **February 14, 2024 Regular Council Meeting Minutes**

JURKE: That council approve the February 14, 2024 regular council meeting minutes as amended to include Councillor Newman under the “Present” heading in resolutions 094/24, 095/24, 114/24, and 115/24 .

CARRIED

Councillor Noble stepped out of the meeting at 9:12 a.m. and returned at 9:13 a.m.

2. c.

120/24 **January 2024 Building, Approach, and Crossing Report**

WACK: That the January 2024 Building, Approach, and Crossing Report be acknowledged as presented and accepted as information.

CARRIED

DSO Yvonne Prusak of Northbound Planning joined the meeting at 9:15 a.m. via Zoom.

DSO Ben Clipperton of Northbound Planning joined the meeting at 9:15 a.m.



2. a.
121/24 **NB240063 Briefing – ECHO Grant**
NOBLE: That council instruct administration and Northbound Planning to proceed with the ECHO Grant funding application for the development of a housing needs assessment.

CARRIED

2. b.
122/24 **Briefing – Rowing Club and the 2024 Saskatchewan Summer Games**
COLLINS: That council instruct administration to advise the Lloydminster Rowing Club that the RM of Britannia is able to accommodate the Rowing Club's 2024 Saskatchewan Summer Games events at Big Gully Park, and further that administration will pursue the necessary WSA permits required for the installation of a dock.

CARRIED

DSO Yvonne Prusak of Northbound Planning left the meeting at 10:30 a.m. and did not return.

DSO Ben Clipperton of Northbound Planning left the meeting at 10:30 and did not return.

123/24 **Recess from Meeting**
JURKE: That council take a brief recess from the meeting at 10:30 a.m.

CARRIED

124/24 **Resume Meeting**
JURKE: That council return to the meeting at 10:35 a.m.

CARRIED

3. *Delegation – Chief Norm Namur and Deputy Chief Ryan LeBlanc of the Lloydminster Rescue Squad joined the meeting at 10:35 a.m. to discuss future support and funding opportunities.*

Delegation – Chief Norm Namur and Deputy Chief Ryan LeBlanc of the Lloydminster Rescue Squad left the meeting at 11:14 a.m. and did not return.

Delegation – RM of Britannia Fire Chief John Bexson and Deputy Chief Gerry Yaremy join the meeting at 11:22 a.m. to discuss the fire truck tender results.

Councillor Jurke stepped out at 11:46 a.m. and returned at 11:48 a.m.

Delegation – RM of Britannia Fire Chief John Bexson and Deputy Chief Yaremy left the meeting at 11:54 a.m. and did not return.

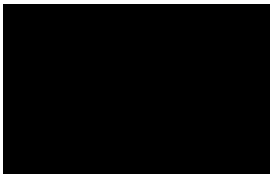
125/24 **Purchase of Acres Fire Truck**
JURKE: That council approve the purchase of the Acres fire truck on a Peterbilt chassis for the quoted price of \$719,189.98, with an added allowance of \$70,000.00 for additional options, for a total budgeted amount of \$789,189.98.

CARRIED

4. a.
126/24 **Accounts for Approval**
WACK: That the following accounts requiring council approval, a list of which is attached hereto and forms a part of these minutes, be approved for payment, and signed by the Reeve and CAO:

- General Cheques # 32397 - 32413, Electronic Funds Transfer # 6532 - 6557, Online Payments # 3288 - 3308 all totaling \$238,609.56.

CARRIED



- 127/24 **Recess for Lunch**
NOBLE: That council take a break from the meeting for lunch at 12:04 p.m.
CARRIED
- 128/24 **Return to Meeting**
NOBLE: That council return to council meeting at 12:28 p.m.
CARRIED
- Operations Manager Michael Glavin joined the meeting at 12:28 p.m.*
5. b.
129/24 **Disposal of Unit 9 – 770 Cat Grader**
NOBLE: That Unit 9 – 770 Cat Grader be listed for sale for \$200,000.00 and advertised locally on Kijiji, Facebook, the RM website, and through SARM.
CARRIED
5. c.
130/24 **January 2024 Operations Report**
WACK: That council acknowledge the January 2024 Operations Report as presented and accept it as information.
CARRIED
5. d.
131/24 **Project 238 Approval**
NEWMAN: That council approve project number 238; construction of a merge lane and addition of pavement on Township Road 514, from Range Road 3253 to Range Road 3254 and Range Road 3253, from Township Road 514 to approximately 0.8 km north.
CARRIED
- 132/24 **Project 211 Approval**
NEWMAN: That council approve project number 211; ditch cuts and shoulder pulls on Range Road 3255, from Township Road 521 to Township Road 522.
CARRIED
- 133/24 **Project 234 Approval**
WACK: That council approve project number 234; road improvements as required on Range Road 3271, from Township Road 522 to Township Road 523.
CARRIED
- 134/24 **Project 233 Approval**
NOBLE: That council approve project number 233; ditch cuts and shoulder pulls on Range Road 3251, from Township Road 500 to Township Road 504.
CARRIED
- 135/24 **Project 202 Approval**
COLLINS: That council approve project number 202; ditch cuts and shoulder pulls on Township Road 512, from Range Road 3265 to Range Road 3272.
CARRIED
- 136/24 **Project 244 Approval**
NOBLE: That council approve project number 244; road reconstruction on Range Road 3253, from Township Road 510 to Township Road 514.
CARRIED
- 137/24 **Project 242 Approval**
NEWMAN: That council approve project number 242; microseal road surface on Township Road 522, approximately 0.8 km between Range Road 3253 & Range Road 3254 and Range Road 3254, from 0.5 km north of Township Road 522 to Hwy 3.
CARRIED



138 /24 Project 246 Approval

COLLINS: That council approve project number 246; road oiling for dust suppression on Range Road 3274, from Township Road 500 (Hwy 303) to approximately 0.8 km north of Township Road 501.

CARRIED

139 /24 Project 247 Approval

COLLINS: That council approve project number 247; road oiling for dust suppression on Range Road 3271 from Township Road 500 (Hwy 303) to Township Road 501.

CARRIED

140 /24 Project 230 Approval

JURKE: That council approve project number 230; road oiling for dust suppression on Range Road 3265, from Township Road 500 (Hwy 303) to Township Road 504.

CARRIED

141 /24 Project 231 Approval

JURKE: That council approve project number 231; road oiling for dust suppression on Township Road 501, from Range Road 3262 to approximately 0.8 km west of Range Road 3264.

CARRIED

142 /24 Project 232 Approval

COLLINS: That council approve project number 232; road oiling for dust suppression on Township Road 512, from Range Road 3275 to Hwy 17.

CARRIED

143 /24 Project 245 Approval

WACK: That council approve project number 245; road oiling for dust suppression on Range Road 3271, from Hwy 3 to Township Road 530.

CARRIED

144 /24 Project 235 Approval

WACK: That council approve project number 235; clay cap road on Range Road 3262, from Township Road 525 to Township Road 531.

CARRIED

145 /24 Project 248 Approval

NEWMAN: That council approve project number 248; chipseal road surface on Range Road 3251, from Township Road 512 to Township Road 514 and on Township Road 514, from Range Road 3251 to approximately 0.8 km west of Range Road 3252.

CARRIED

146 /24 Project 243 Approval

NEWMAN: That council approve project number 243; culvert replacement across 3253, between SW 22-52-25W3M and SE 21-52-25W3M.

CARRIED

5. e.

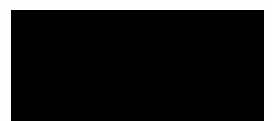
147 /24 Purchase of Two Semi Trucks from Brandt Tractor Lloydminster

WACK: That council approve the purchase of two semi trucks from Brandt Tractor Lloydminster as follows:

- One (1) 2025 - 589 Traditional Tandem Tractor Fifth-wheel Semi in the amount of \$270,500 which includes the installation of a wet kit; and
- One (1) 2025 - 589 Traditional Tandem Tractor with 15-foot gravel box, pintle plate, air and electric hook ups, air and hydraulic diverter valves and electric tarp for the amount of \$296,292.00.

Further, that these semi units both be equipped with a "Hot PTO" so that the semi can be moving as well as dumping material as the same time.

CARRIED



148/24 Review of Available Side Arm Mowers

WACK: That council review the side arms available at the SARM Convention and consider purchasing a Schulte Side Arm for safety purposes.

CARRIED

Operations Manager Michael Glavin left the meeting at 1:45 p.m. and did not return.

4. b.

149/24 Financial Report for January 2024

COLLINS: That council accept the January Financial Report as submitted.

CARRIED

6. a.

150/24 Subject: SPSA – Cost Recovery Frame Work

NOBLE: That the RM of Britannia Council acknowledge the proposed Cost Recovery Framework received from the Saskatchewan Public Safety Agency wherein it states the framework that sets criteria that local municipalities must meet to see a financial reduction in the bill they receive from the Government of Saskatchewan for services provided.

CARRIED

6. b.

151/24 SaskAlert System Authorized Persons

COLLINS: That council instruct the Reeve and Councillor Noble to sign the Saskatchewan Public Alerting Program Jurisdiction Designation Form for the SaskAlert program which designates Andrew DeGruchy – Regional Director of Emergency Management, Melissa Winter – Emergency Management Coordinator, and Bryson Leganchuk - CAO as persons to be authorized to make alerts on the system on behalf of the RM of Britannia No. 502.

CARRIED

6. e.

152/24 Big Gully Park ICIP Grant 40210032 - Ultimate Recipient Agreement

JURKE: That council instruct the Reeve and CAO to sign the Saskatchewan – RM of Britannia No. 502 Ultimate Receipt Agreement 40210032 for the Investing in Canada Infrastructure Program for the Development of Big Gully Park by providing the following:

- Construction and installation of a minimum of two (2) campfire pits;
- Construction of new gazebo;
- Installation of concrete outhouse washroom;
- Purchase and installation of a minimum of four concrete picnic tables or benches; and
- Upgrade access road.

CARRIED

9. c.

153/24 Toxic Waste Round UP

NEWMAN: That council approve the 2024 involvement of the RM of Britannia in the Household Hazardous Waste Round-Up scheduled for Saturday, May 4, 2024, at the Lloydminster Exhibition Grounds. Further, that the RM of Britannia contribute \$1,300.00 towards the event which represents 5% of the event costs.

CARRIED

Councillor Newman stepped out of meeting at 2:30 p.m.

9. d.

154/24 Policy TS-019 Right of Way Purchases

COLLINS: That council approve Policy TS-019 Right of Way Purchases as presented, and further, that a copy be attached to these minutes.

CARRIED

Councillor Newman returned to the meeting at 2:35 pm.



9. e.
155 /24 **Policy TS-020 Borrow Pit Material Purchases**
WACK: That council approve Policy TS-020 Borrow Pit Material Purchases as presented, and further, that a copy be attached to these minutes.
CARRIED

Councillor Noble stepped out at 2:41 p.m. and returned at 2:42 p.m.

9. f.
156 /24 **Policy TS-021 Temporary Workspace Agreements for Back-Sloping**
JURKE: That council approve Policy TS-021 Temporary Workspace Agreements for Back-Sloping as presented, and further, that a copy be attached to these minutes.
CARRIED

9. g.
157 /24 **January 2024 CAO Report**
WACK: That council accept the CAO Report for January 2024.
CARRIED

9. h.
158 /24 **National Police Federation – Request for Letter to Premier**
NOBLE: That council instruct the Reeve to sign the letter drafted to Premier Moe in opposition to the reduction of the RCMP funding of \$20,000,000.00 to fund the Saskatchewan Marshal Services.
CARRIED

9. g.
159 /24 **Letter Re: Carbon Tax on Home Heating Costs**
WACK: That council instruct administration to write a letter to Premier Moe requesting that the provincial carbon-tax break in place for natural gas be extended to include other home heating methods such as propane, diesel, and electricity.
CARRIED

- 160 /24 **2024 Concentrated Haul Rate**
NEWMAN: That the Concentrated Haul rate remain at \$0.12 per tonne per kilometer for the period of April 1, 2024 to March 31, 2025.
CARRIED

- 161 /24 **Agriculture in the Classroom Sponsorship**
COLLINS: That the RM of Britannia make a donation of \$1,500.00 to the Agriculture in the Classroom program.
CARRIED

10.
162 /24 **Correspondence**
JURKE: That council acknowledge the following list of correspondence:
 1. 2024-02-13 STARS Email
 2. 2024-02-15 APAS Update
 3. 2024-02-15 Municipalities Today
 4. 2024-02-15 Email Re: Environmental Management Survey
 5. 2024-02-20 Agriculture in the Classroom Campaign
 6. 2024-02-20 Rural Dart
 7. 2024-02-20 SARM Division Election Information Item
 8. 2024-02-21 National Police Federation Letter Writing Campaign
 9. 2024-02-22 APAS Update
 10. 2024-02-22 Notice Nature Support Request
 11. 2024-02-22 SARM Annual Convention Reminder.*CARRIED*

Councillor Newman left the meeting at 3:21 p.m. and did not return.



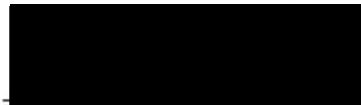
163 /24 **Adjournment**

JURKE: That the meeting be adjourned, the time being 3:24 p.m.

CARRIED



Reeve



Chief Administrative Officer



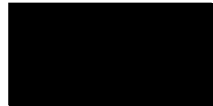
RM of Britannia
List of Accounts for Approval
Batch: 2024-00012 to 2024-00012

OTHER

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
			Feb 11 2024 LB	Feb 11 Mastercard L Bailey	474.29	474.29
3293	2024-02-21	Receiver General				
		10Feb2024		Jan 28 - Feb 10 Payroll Remit	20,653.34	20,653.34
3294	2024-02-21	SaskEnergy				
		Feb 13 2024 Sho		Jan '24 - Feb '24 - RM Shop	718.68	718.68
3295	2024-02-21	SaskEnergy				
		Feb 13 2024 WTP		Jan '24 - Feb '24 - G'street WTP	195.98	195.98
3296	2024-02-21	SaskEnergy				
		Feb 13 2024 LS		Jan '24 - Feb '24 - Lift Station	50.84	50.84
3297	2024-02-21	SaskPower				
		1392-0085-5654		Jan '24 - Feb '24 Rink Lights	32.63	32.63
3298	2024-02-21	SaskPower				
		3207-0063-6341		Jan '24 - Feb '24 H'mond St Light	110.67	110.67
3299	2024-02-21	SaskPower				
		2382-0074-3806		Jan '24 - Feb '24 H'mond Shed	1,126.16	1,126.16
3300	2024-02-21	SaskPower				
		2382-0074-3809		Jan '24 - Feb '24 G'st St Light	231.76	231.76
3301	2024-02-21	SaskPower				
		2382-0074-3812		Jan '24 - Feb '24 G'st Lift Statio	96.44	96.44
3302	2024-02-21	SaskPower				
		2382-0074-3815		Jan '24 - Feb '24 G'street Well	333.42	333.42
3303	2024-02-21	SaskPower				
		3933-0030-7278		Jan '24 - Feb '24 H'mond Tank Loc	392.57	392.57
3304	2024-02-21	SaskPower				
		1491-0083-3281		Jan '24 - Feb '24 N'bend Well	57.43	57.43
3305	2024-02-21	SaskTel				
		Feb 16 2024 BFD		Jan '24 - Feb '24 BFD Phone	192.18	192.18
3306	2024-02-21	SaskTel				
		Feb 16 2024 Off		Jan '24 - Feb '24 Office Phone	293.36	293.36
3307	2024-02-21	SaskTel				
		Feb 7 2024 IBC		January '24 IBC Phone	421.88	421.88
3308	2024-02-21	ATCO Energy				
		Feb 13 2024		January '24 RM Office	443.33	443.33
				Total Other:		26,874.90

PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
6532	2567658 Alberta Limited				
	67810TN		#8000980 - Shop Water	59.00	59.00
6533	5 Star Services & Products Inc				
	159204RP		BFD - Shane Fritsch Medal Freight	26.25	26.25
6534	Aultman Construction Ltd.				
	7114		4 Mile Well - Steam Lines	481.74	
	7115		Rex Well - Steam Water Lines	481.74	963.48
6535	Border Steel				
	0000144395		Unit 112 - Angle Iron / Metal	286.61	286.61
6536	Brandt Tractor Ltd.				
	LDP840855		Unit 69 - Connectors & Terminals	21.67	21.67
6537	Fort Garry Industries Ltd.				



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Bank Code - AP - AP GENERAL

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
32397	2024-02-28	Apollo Property Management Inc.	1632	Sidewalk/Parking Lot Clearing	1,034.25	1,034.25
32398	2024-02-28	Astec Safety Inc.	98634	Unit 80 - Fire Extinguisher	22.00	22.00
32399	2024-02-28	Cory McCall	Jan 31, 2024	January 2024 Council Committee	403.66	403.66
32400	2024-02-28	Dionco Sales & Service Ltd.	INV-27043	Grader Blades/Curved Carbide	26,696.83	26,696.83
32401	2024-02-28	EECOL Electric Corp.	LM 0636481	Unit 112 - Junction Box	656.45	807.24
			LM 0636482	Unit 112 - Strain Reliefs	150.79	
32402	2024-02-28	Camp Connect Services O/A	139	Fire Hose/Fittings	3,560.46	3,560.46
32403	2024-02-28	Gary Blythe Vacuum Services	19978	Pumping Holding Tanks	310.00	310.00
32404	2024-02-28	Information Services Corp.	C124-00000055	#238 - Ortho Photo Twp 514 RR 3	145.41	145.41
32405	2024-02-28	Kevin Wilson	222	First Aid Course x 3	465.00	465.00
32406	2024-02-28	Northwest Mutual Aid Area	2024-01	Motion 348/23 - 2024 NWMAA Me	700.00	700.00
32407	2024-02-28	S.C.A.T.	6865	Jan Mouse Control at NE 23-50-28	105.00	105.00
32408	2024-02-28	Scorpion Oilfield Services Ltd	67813	Thaw Cut Line Hydro Drain Line HI	1,189.91	1,189.91
32409	2024-02-28	Trudy Nolin-Zoerb	June 16 2023	June 8 2023 EMO Meeting	101.58	101.58
32410	2024-02-28	Western Financial Group	3175281	Comm Auto Policy Add Unit 112	740.94	740.94
32411	2024-02-28	Warehouse Services Inc.	540814/2	Shop - Wiper Blades/Clamps	208.15	309.39
			542419/2	Unit 73 - Rear Brake Pads	48.59	
			545429/2	Unit 69&102 - Wiper Blades	96.02	
			545621/2	Unit 80 - Return Rear Brake Pads	-43.37	
					Total Computer Cheque:	36,591.67

OTHER

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
3288	2024-02-21	Collabria Mastercard	Feb 11 2024 JB	Feb 11 Mastercard JBexson	153.48	153.48
3289	2024-02-21	Collabria Mastercard	Feb 11 2024 BL	Feb 11 Mastercard BLeganchuk	87.14	87.14
3290	2024-02-21	Collabria Mastercard	Feb 11 2024 MG	Feb 11 Mastercard MGlavin	446.69	446.69
3291	2024-02-21	Collabria Mastercard	Feb 11 2024 DO	Feb 11 Mastercard DOlynyk	362.63	362.63
3292	2024-02-21	Collabria Mastercard				

RM of Britannia
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PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
		F1628189	BFD - Hall - 3/8" Valve/Hand Clear	47.36	
		F1647595	BFD - WL1 - Pipe/Fittings/Reducer	40.58	
		F1649322	BFD - WL1 - Heater/ Hose/Fittings	986.16	
		F1656704	BFD - WL1 - Lights/Clamps	148.63	
		F1658301	BFD - WL1 - Clamp/Boot/Lamp Kit	59.63	1,282.36
6538	GFL Enviromental Inc.				
		Y30000022851	Repairs to South OH Door @ GFL	367.50	367.50
6539	Kings Energy Group				
		604822	BFD Fuel Charges	56.05	
		809137	Fuel Charges - Feb 6/24	47,812.18	47,868.23
6540	Lash Enterprises				
		706005	BFD - WL1 - Connectors/Gauge/FI	59.75	
		706031	BFD - WL1 - Gauge/Connectors	5.71	
		706150	Unit 112 - 5000psi Gauge	27.55	93.01
6541	Lloyd Lock & Key				
		L78618	Locks for Lagoon	427.77	427.77
6542	Lloydminster & District Co-op				
		850099	Propane for Flyash Shed	1,437.59	
		918777	BFD - 46L Fuel	52.07	
		919989	BFD - 72.55L Fuel	90.05	
		921326	BFD - 58.06L Fuel	72.00	
		922708	BFD - 106L Fuel	131.90	
		924076	BFD - 45L Fuel	54.72	1,838.33
6543	Lloydminster Nut & Bolt				
		3968996	Unit 112 - Screws/Washers	87.93	
		3970057	Shop - Clamp/Heater Hose	185.35	
		3970797	BFD - WL1 - Washers/Rivets	37.81	311.09
6544	Meridian Source				
		15246	2024 RM Grant Funding	172.73	
		15318	SK Lott Grant Funding	172.73	345.46
6545	Midway Distributors Ltd.				
		191-050432	Unit 73 - Rear Capilers	505.55	
		191-050756	Unit 73 - Core Deposit Credit	-165.38	340.17
6546	Mun. Employees Pension Plan				
		File #356564	Jan 28 - Feb 10 Remittance	10,431.06	10,431.06
6547	NorthBound Planning Ltd.				
		IN240060	Feb 1 - Feb 15, 2024 DSO Service	6,704.62	6,704.62
6548	Northwind Radio Ltd.				
		239405	Stock - Repair Handheld/Replace /	340.71	
		239954	Arena Cell Phone Booster	10,907.27	11,247.98
6549	Novlan Bros. Sales				
		130185	BFD - Backpack & Handheld Blow	1,106.81	1,106.81
6550	Oakley Mechanical Ltd.				
		31558	Unit 102 - SK Safety/Repairs	2,367.26	
		31559	Unit 19 - SK Safety/Repairs	1,209.96	3,577.22
6551	Pitney Works				
		Feb 13, 2024	Account 6100-9080-0009-9762	272.98	272.98
6552	Princess Auto				
		2280939	Unit 85 - Plow Shoes/Markers	209.94	209.94
6553	Relay Distributing				
		458347	Unit 112 - Unloader	149.82	149.82



RM of Britannia
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PROPOSED PAYMENTS

Payment #	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
6556	SRD Investments Ltd.	54217	Unit 69 - Truck Wash	108.94	
		54274	Unit 59 - Truck Wash	50.12	159.06
6554	Sask. Assoc. of Rural Municipal.	SARM818193	Unit 102 - Tire Repair	59.59	59.59
		6555	Saskatchewan Health Authority	3461787	Water Test - Hillmond School
		3461788	Water Test - 32 Scenic Drive	23.00	46.00
6557	Sydia Bros. Ent. Ltd.	79806	Unit 9 - Haul from Brandt Saskatoc	2,144.63	2,144.63
		Total Proposed Payments:			

ADDITIONS

32412	2024-02-28 Finning				
	Extend Warranty	Unit 84 - Purchase Extended Warr		34,802.35	34,802.35
32413	2024-02-28 Lloydminster Health Foundation				
	Feb 2024	Motion 091/24 2024 Donation		50,000.00	50,000.00
Total AP:					238,609.56

Certified correct this 28th of February 2024

DO



Reeve



Administrator



Policy Title: Right of Way Purchases

Policy Area: Transportation Services	Effective Date: February 28, 2024
Policy Section: Road Construction	Updated: NA
Supersedes Policy: RM Policy Manual Item 300-12	Approved on: February 28, 2024 Resolution: 154/24 Next Review Date: This Policy to be reviewed by the CAO in two years or earlier if deemed necessary.

Policy Statement: Whereas original road allowances are generally 20.12 meters wide (66 feet), certain road designs require wider right of ways to accommodate increased road widths or other features. Where a wider road allowance is required, the RM shall purchase the additional right of way from the adjacent landowner(s) for a standard price.

Purpose: The purpose of this policy is to establish guidelines for right of way purchases by the Rural Municipality of Britannia No. 502 for road construction, where additional right of way is required to meet other policy or legislated standards.

Definitions

Assessment or Fair Value Assessment: means the most recently assessed value of the land recorded in the municipality's tax roll, as provide by SAMA.

CAO (Chief Administrative Officer): means the CAO of the municipality pursuant to section 110 of the Municipalities Act.

Council: means the council of the municipality.

Road: Any public highway vested in the Crown in right of Saskatchewan or titled in the name of the Crown in right of Saskatchewan, as defined in the Highways and Transportation Act.

Road Allowance: means a road allowance laid out pursuant to the authority of an Act or an Act of the Parliament of Canada.

Road Right-Of-Way or Right of Way or ROW: means the portion of the road allowance from the edge of the road surface to the property line of the adjacent property, including shoulder and ditch.

Municipality: means the Rural Municipality of Britannia No. 502 (the "RM").



Policy Title: Right of Way Purchases

Operations Manager: Means the Operations Manager or designate of the Rural Municipality of Britannia No. 502.

RM Engineer or Engineer: means a third party engineering company hired by the municipality.

Responsibilities:

Once a road construction project has been approved by council, it is the responsibility of the Operations Manager or the RM's Engineer to determine the ROW required to complete a construction project. If additional ROW is required, the area to be purchased from each surface parcel is to be provided by the Operations Manager or Engineer to the CAO. The Operations Manager or Engineer is also responsible for ensuring the survey pins at the locations where additional ROW is to be obtained are referenced prior to the commencement of any construction activities.

The CAO or their designate is responsible for drafting the ROW purchase agreement and contacting the affected landowner to discuss the agreement prior to it being issued for review and execution.

The CAO is responsible for ensuring that the agreement has been signed by all parties necessary and that an interest for the agreement is registered on the associated land title through ISC.

Once construction is complete, it is the responsibility of the Operations Manager or Engineer to have the survey pins replaced and have a new road plan issued by a Saskatchewan Land Surveyor. The actual area of ROW taken from each surface parcel will also be provided by the Operations Manager or RM Engineer to the CAO.

Fencing requirements and determining property damage as specified on the ROW Agreement are the responsibility of the Operations Manager or the RM Engineer.

Any amendment required to the agreement based on actual ROW taken and actual property damage are the responsibility of the CAO or designate. Final payment for the ROW shall be issued once the final reconciliation of ROW taken is complete and approved by council.

The CAO and Operations Manager or the CAO and RM Engineer shall work together to ensure that the Saskatchewan Land Surveyor has all necessary information and documentation required to have the new road plan surveyed. Once the plan is registered with ISC, it is the responsibility of the CAO or designate to remove the ROW interest from the subject title(s).

Policy:

1) **General**

(1) Right of Way Purchases

- (a) The municipality shall pay for road right of ways on land at the onetime rate of 2.5 times the fair value assessment with a minimum payment of \$50.00.
- (b) The municipality shall be responsible for the reclamation of the areas purchased.
- (c) Right of Way Purchase Agreements shall be formed on Schedule A to this Agreement.

2) **Attachment:** Schedule A – ROW Agreement



Rural Municipality of Britannia No. 502 Agreement for Sale of Land for Right of Way

I/we _____ being the "Owner" respecting the following property (hereinafter referred to as "the land"):

Legal Description:

Title #:

ISC Surface Parcel #:

Namely: a portion of the _____ consisting of approximately _____ acres

We agree to sell to the municipality a portion of the said land (as noted above) for the purpose of road widening and construction of a merge lane.

We agree to accept the amounts as indicated below for the said land and other damages. Payment for the purchase of land for road widening, shall be made upon acceptance of this agreement by Council. I understand the RM will survey and transfer the land upon completion of road construction. I also understand that, following the completion of a legal land survey, the title of the aforementioned land will be secured in the name of His Majesty the King in Right of Saskatchewan. I agree to leave the land to be taken in its present condition and to allow the same to be used for the aforementioned purpose although the same may not yet have been surveyed.

I agree to allow the municipality to register its interest in the property by way of a caveat against the title. The caveat will be removed once final survey is complete and said survey plan is registered at land titles.

1. Land:

(\$/acre = \$ _____ Current Land Assessment of parcel divided by _____ acres in parcel X 2.5)

Estimated area _____ acres at \$ _____ per acre **\$ _____**

2. Damages:

Permanent property damages outside the right of way under agreement to be purchased, shall be paid at 2.5 times the assessment value of land per acre (maximum amount of area will be a distance of no more than 25 metres outside the right of way under agreement for purchase, without further negotiation with the Owner). Payment of damages to the owner shall be made upon completion of construction and upon RM's receipt of Engineer's report. Any backsloping outside the right of way will have the black dirt replaced and the RM shall not bury black dirt outside the required right of way.

(\$/acre = \$ _____ Current Land Assessment of parcel divided by _____ acres in parcel X 2.5)

Damaged Area _____ acres at \$ _____ per acre **\$ _____.**

3. Payment

We agree that payment for right of way taken, and any damages that may occur, shall be made to the following individual(s):

*** if same as landowners listed above, write "SAME"; if different, clearly print who payment shall be made to and what percentage of payment to each individual listed. Parties signing this agreement are in favour of payment being made as noted above.*

4. Fencing (as per RM of Britannia Policy TS-010):

Does a fence currently exist? _____(yes) _____ (no)

The RM will supply the labour for any required fence removal.

Replacement of an existing fence will be undertaken by the RM only, and the RM will replace an existing fence with a new fence after construction. The new fence will consist of three wires, 3 - 4 inch diameter, 6 foot posts which will be placed a minimum of 16 feet apart as well as replacement of existing gates. If we require any additional (or upgraded) fencing, the associated costs (labour and material) will be our responsibility.

We will undertake to find alternate accommodation for my livestock, if required. If this is not possible, the RM will erect a temporary fence which will be an electric fence and we will maintain this fence until such time as the permanet fence can be constructed. If an electric fence is not suitable the RM will install a temporary 2 wire fence, and we will be responsible for the cost of the wire.

5. Other: (conditions, considerations or instructions)

The Owner bears the responsibility to disclose any items which may have an impact on this activity.

..

The parties agree this agreement includes indemnification to the effect that the Owner and the RM, their officers, servants, employees or agents will be indemnified and saved harmless from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage or loss or destruction of property, economic loss or infringement of rights caused by or arising directly from this Agreement.

This Agreement is of the same force as a covenant running with the land, shall ensure to the benefit of, and is binding upon the Owner, the RM and their respective executors, administrators, successors and assigns.

In Witness Whereof I hereunto subscribe my name this _____ day of _____, 202X

Witness

Land Owner Name

Witness

Land Owner Name

Rural Municipality of Britannia No. 502

Reeve _____

(Seal)

Administrator _____

<u>For Office Use Only</u>
Approving Resolution # _____.
Date of Resolution _____
Cheque # _____
Interest Reg # at ISC _____
Interest # at ISC _____

Project _____ Roll _____



Policy Title: Borrow Pit Material Purchases

Policy Area: Transportation Services	Effective Date: February 28, 2024
Policy Section: Road Construction	Updated: NA
Supersedes Policy: RM Policy Manual Item 300-12	Approved on: February 28, 2024 Resolution: 155/24 Next Review Date: This Policy to be reviewed by the CAO in two years or earlier if deemed necessary.

Policy Statement: Clay borrow pits located on private land are often utilized for municipal road construction projects. Some borrow pit locations may be utilized for a single project where others may be utilized on an on-going basis.

Purpose: The purpose of this policy is to establish guidelines for establishing agreements for borrow material utilized by the Rural Municipality of Britannia No. 502 for road construction.

Definitions

CAO (Chief Administrative Officer): means the CAO of the municipality pursuant to section 110 of the Municipalities Act.

Council: means the council of the municipality.

Dug out Borrow: means a borrow pit left in a condition suitable to be used as a dugout.

Landscape Borrow: means a borrow pit to be reclaimed to a farmable condition.

Municipality: means the Rural Municipality of Britannia No. 502 (the "RM").

Operations Manager: means the Operations Manager or designate of the Rural Municipality of Britannia No. 502.

RM Engineer or Engineer: means a third party engineering company hired by the municipality.



Policy Title: Borrow Pit Material Purchases

Responsibilities:

The CAO, Operations Manager, or RM Engineer shall be responsible for determining appropriate borrow locations.

The CAO shall be responsible for forming and administering the agreement, "Schedule A" to this policy.

The Operations Manager or Engineer shall be responsible for providing timely and accurate borrow quantities to the CAO, for landowner compensation.

The Operations Manager or Engineer shall be responsible for fencing needs as specified in the agreement as well as for determining area of crop loss.

Policy:

1) **General**

(1) Borrow Material Purchases

- (a) All borrow purchases shall be as per the standard terms and conditions included in Schedule A to this Policy.
 - (b) The borrow pit may be reclaimed as a "Landscape Borrow" or as a "Dug out Borrow"
- (2) Crop loss payments shall be applicable one-time to the lifetime of the agreement.

2) **Attachment:** Schedule A – Borrow Pit Material Purchase Agreement.



Rural Municipality of Britannia No. 502 Borrow Pit Material Purchase Agreement

This agreement made this _____ day of _____, 202X

Between: _____ of (mailing address)
(hereinafter named the "owner")
- and -
The Rural Municipality of Britannia No. 502 Box 661 Lloydminster, SK S9V 0X7
(hereinafter named the "municipality")

WHEREAS the municipality is desirous of obtaining material suitable for road construction purposes (area shown on the attached diagram labelled Appendix "A").

WHEREAS the owner is desirous of providing landscape borrow to provide said suitable material at the rate of .50¢ per cubic yard.

WHEREAS the terms and conditions are hereinafter set forth, and the parties agree as follows:

1. That the owner shall provide access to a suitable location on the following property:

Legal Description: _____

Title#: _____ ISC Parcel #: _____ Tax Roll # _____

2. The Municipality

- a. May required the borrow area to be mulched. Any trees/brush/shrubs mulched within the borrow area will be the responsibility of the municipality and will be at no cost to the owner. The owner shall not be reimbursed for the trees/brush/shrubs which are removed.
- b. Will require access to the borrow area for pre-construction purposes such as: 1st Call and utility referencing/marketing, Engineering for cross section of borrow area both pre and post construction, etc.
- c. Shall agree to strip the topsoil at the required area.
- d. Shall provide equipment to excavate and haul the borrow material.
- e. Shall pay .50¢ per cubic yard of useable material, after a final assessment has been made by the municipality's Engineer or Operations Manager, and is to be considered complete payment for the material used.
- f. *Shall replace the excavated topsoil and landscape the area used for the borrow to a suitable (farmable) condition as much as practicable, including seeding the disturbed area if the area was pasture or ensure the area used for borrow is suitable for use as a dug out (landscape or dugout to be determined at time of agreement formation, only the stamen relating to one or the other should be included in the signed agreement)*
- g. Shall pay crop loss for current year on area utilized for borrow, stockpile of top soil, and access road. Crop loss shall be paid at the rate of \$400.00/acre including hay crop.
- h. If an existing fence is required to be removed, the municipality will be responsible for the removal of the necessary area and shall replace the removed or damaged fence area with a fence as per RM Policy TS-010). The owner will make every attempt to find alternate accommodation for their cattle or other livestock and if this is not possible, the municipality will erect a temporary fence which will be an electric fence and the owner will maintain the fence until such time as a permanent fence can be constructed. If an electric fence is not suitable, the municipality will install a temporary, 2 wire fence and the owner shall be responsible for the cost of the wire.
- i. May secure its interest in the property by way of an interest against the title. The interest will be removed once construction is complete.

3. The Owner bears the responsibility to disclose to the municipality, any items which may have an impact on this activity.

4. Payment to be made to the property owner(s) on title, at time of borrow removal.

DATED at _____, in the Province of Saskatchewan, this ____ day of _____, 202X

Name (Witness):

Titled Landowner Name

Name (Witness):

Titled Landowner Name

Rural Municipality of Britannia No. 502

Reeve _____

(Seal)

Administrator _____

For Office Use Only

Approving Resolution # _____.

Date of Resolution _____

Interest Reg # at ISC _____

Interest # at ISC _____

BORROW SITE RESTORATION RELEASE

THAT, I _____ acknowledge and agree that the area used for the borrow has been restored to a *farmable condition or reasonable condition for a dugout* and hereby release and forever discharge the RM of Britannia NO. 502 from any and all liability, obligations and all responsibility for any further restoration.

The release is hereby executed on this ____ day of _____, 20____.

Witness

Land Owner

To be completed after Road Maintenance:

Crop Damage Compensation:

Damaged Area _____ acres at \$400.00 per acre = \$ _____

Landscape Borrow Material Used:

_____ cubic yards at .50¢ per cubic yard = \$ _____

Appendix “A”

(insert isc map snip here with approximate location of borrow pit identified)



Policy Title: Temporary Workspace Agreements for Back-Sloping

Policy Area: Transportation Services	Effective Date: February 28, 2024
Policy Section: Road Construction	Updated: NA
Supersedes Policy: None	Approved on: February 28, 2024 Resolution: 156/24 Next Review Date: This Policy to be reviewed by the CAO in two years or earlier if deemed necessary.

Policy Statement: For certain road construction projects, it may be possible for the municipality to complete improvements within the existing right of way. When this is possible, the RM may be required to enter on to adjacent privately owned land on a temporary basis to take down hills and carry out back-sloping work. Where the RM does not intend to purchase any land but has a need to enter on to private property for road construction activities, a “Temporary Workspace Agreement for Back-Sloping” is required.

Purpose: The purpose of this policy is to establish guidelines for temporary workspace agreements for back-sloping by the Rural Municipality of Britannia No. 502 for road construction, where additional right of way is not required to meet other policy or legislated standards.

Definitions

Assessment or Fair Value Assessment: means the most recent assessed value of the land recorded in the municipality’s tax roll, as provide by SAMA .

CAO (Chief Administrative Officer): means the CAO of the municipality pursuant to section 110 of the Municipalities Act.

Council: means the council of the municipality.

Municipality: means the Rural Municipality of Britannia No. 502 (the “RM”).

Operations Manager: means the Operations Manager or designate of the Rural Municipality of Britannia No. 502.

RM Engineer or Engineer: means a third party engineering company hired by the municipality.



Policy Title: Temporary Workspace Agreements for Back-Sloping

Road: Any public highway vested in the Crown in right of Saskatchewan or titled in the name of the Crown in right of Saskatchewan, as defined in the Highways and Transportation Act.

Road Allowance: means a road allowance laid out pursuant to the authority of an Act or an Act of the Parliament of Canada.

Road Right-Of-Way or Right of Way or ROW: means the portion of the road allowance from the edge of the road surface to the property line of the adjacent property, including shoulder and ditch.

Responsibilities:

The Operations Manager or RM Engineer shall be responsible for determining locations where back-sloping or cutting down hills on private property may be required for municipal road construction projects. The Operations Manager or RM Engineer shall also be responsible for arranging pre-construction and post-construction surveying to reference and replace all survey pins that may be disturbed while carrying out the planned works.

The CAO shall be responsible for forming and administering the agreement, "Schedule A" to this policy.

The Operations Manager or Engineer shall be responsible for providing timely and accurate permanent property damage and crop damage quantities to the CAO, for landowner compensation.

Policy:

1) **General**

(1) Temporary Workspace Agreements for Back-Sloping

- (a) All Temporary Workspace Agreements for Back-Sloping shall be as per the standard terms and conditions included in Schedule A to this Policy.
- (b) Permanent Property Damage and Crop Loss shall be one-time payments.

2) **Attachment:** Schedule A – Temporary Workspace Agreements for Back-Sloping.



Rural Municipality of Britannia No. 502 Temporary Workspace Agreement for Back-Sloping

I/we (landowner names) being the "Owner" respecting the following property (hereinafter referred to as "the land"):

- Legal Description:
- Title #:
- ISC Surface Parcel #:

grant the Rural Municipality of Britannia No. 502 (Hereinafter called the "R.M") the right to use "the land" adjacent to (road name) for temporary workspace for the purpose of road construction. I understand the RM Engineer or Operation Manager will complete the measurements of permanent property damage and crop damage after the road construction has been completed. I also understand compensation will be paid after the road construction has been completed.

1. Permanent Property Damage:

Permanent Property Damage will be paid the one-time rate of 2.5 times the fair value assessment of the land.

2. Crop Damage:

Crop Damage will be paid at the one-time rate of \$400.00 per acre.

3. Payment:

We agree that payment for permanent property damage and crop damage that may occur, shall be made to the following individual(s):

*** if same as landowners listed above, write "SAME"; if different, clearly print who payment shall be made to and what percentage of payment to each individual listed. Parties signing this agreement are in favour of payment being made as noted above.*

4. Other: (conditions, considerations, or instructions)

The parties agree this agreement includes indemnification to the effect that the Owner and the RM, their officers, servants, employees or agents will be indemnified and saved harmless from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage or loss or destruction of property, economic loss or infringement of rights caused by or arising directly from this Agreement.

This Agreement is of the same force as a covenant running with the land, shall enure to the benefit of, and is binding upon the Owner, the RM and their respective executors, administrators, successors and assigns..

In Witness Whereof I hereunto subscribe my name this _____ day of _____, 202X.

Witness

Owner

Witness

Owner

Rural Municipality of Britannia No. 502

Reeve _____

(Seal)

Administrator _____

Approving Resolution # _____

To be completed after Road Construction:

Property Damage Compensation:

(\$/acre = \$ _____ fair value assessment of the land divided by _____ acres in parcel X 2.5)

Damaged Area _____ acres at \$ _____ per acre = \$ _____

Crop Damage Compensation:

Damaged Area _____ acres at \$400.00 per acre = \$ _____

Total Compensation: = \$ _____

For Office Use Only		
Approving Resolution # _____	Date of Resolution# _____	Cheque # _____

This is not a valid agreement until approved and signed by Council