



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.



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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