



## Policy Title: Borrow Pit Material Purchases

<b>Policy Area:</b> Transportation Services	<b>Effective Date:</b> February 28, 2024
<b>Policy Section:</b> Road Construction	<b>Updated:</b> NA
<b>Supersedes Policy:</b> RM Policy Manual Item 300-12	<b>Approved on:</b> February 28, 2024 <b>Resolution:</b> 155/24 <b>Next Review Date:</b> 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.



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### **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: 1<sup>st</sup> 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)