

Policy Manual	Authority: Approved by Council	Type: Transportation
	Effective date: January 6, 2016	Revised date: June 10, 2021
	Policy No. 400-6 Fence Removal and Replacement	

R.M. of Browning No. 34

Policy No. 400-6 Fence Removal and Replacement

June 10, 2021

Fence Removal and Replacement

A Policy of the Rural Municipality of Browning No. 34 for the removal and replacement of the all necessary fences for municipal purposes within the municipality as follows:

1. The municipality hereby agrees to pay a third-party contractor for removal and replacement of all necessary fences to the same standard as removed. The salvage fence material from the removed fence becomes the property of the municipality.
2. If the landowner would like to remove and install the fence himself, the municipality will pay the contract price to the landowner. The fence must be replaced within two (2) years of removal, if not, the amount paid to the landowner for the fence will be added back to, and forming part of the municipal taxes of that property.
3. If the landowner wants a betterment for the replaced fence, the additional cost of the betterment is at the landowners' expense. (eg. upgrading from a 3-strand wire to a 4-strand wire). The additional cost will be mutually negotiated between the landowner, the municipality and the third-party contractor and deducted from any payment(s) owing from the municipality to the landowner. If there are no payment(s) owing, the cost will be invoiced to the landowner and may be added to the taxes of the property if not paid in a timely fashion.

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4. If the landowner does not want the removed fence replaced, the salvage fence material remains the property of the landowner.
5. If a fence is replaced with new materials, the salvaged materials become the property of the municipality.
6. The fence shall be placed outside of the road allowance.
7. Pursuant to Section 6, the municipality shall have the right to allow for the reconstruction of any fence to be located on the thirty (30) metre right-of-way on roads where the right-of-way is extended to forty-two (42) metres or greater. In the circumstance that the fence is to be placed within the right-of-way, an Agreement in the prescribed format below will be signed.
8. Payment for electrical fence will be negotiated.

Document Revision History:

Document Title	Revision Date	Approved By
Policy No 400-6 Fence Removal & Replacement	October 7, 2009	Council
Policy No 400-6 Fence Removal & Replacement	January 6, 2016	Council
Policy No 400-6 Fence Removal & Replacement	February 13, 2020	Council
Policy No 400-6 Fence Removal & Replacement	September 8, 2020	Council
Policy No 400-6 Fence Removal & Replacement	June 10, 2021	Council

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**THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____,
20____ BETWEEN:**

RURAL MUNICIPALITY OF BROWNING NO. 34,
of Box 40, Lampman, in the Province of Saskatchewan

(hereinafter called the “RM”)

and

of _____, in the Province of Saskatchewan

(hereinafter called the “Landowner”)

LEASE AGREEMENT

WHEREIN the RM has obtained a right-of-way agreement on land owned by the Landowner.

AND WHEREAS the RM requires a One Hundred and Forty (140) foot right-of-way, but the RM will only use One Hundred (100) feet.

AND WHEREAS the RM wants to lease to the Landowner the portion of the right of way starting One Hundred (100) feet from the roadway and ending One Hundred and Forty (140) feet from the roadway. This area is herein called the Leased Land.

NOW THEREFORE for good and valuable consideration, the parties hereto covenant and agree as follows:

1. The RM hereby leases to the Landowner the Leased Land for a term of One Hundred (100) years commencing on the date of execution of this agreement.
2. The Landowner agrees to indemnify and save harmless the RM from all liability concerning the Leased Land.
3. This agreement shall be binding on the parties hereto, their heirs, executors, successors and assigns and future owners of the Leased Land.

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4. It is agreed this Agreement may be signed in any number of counterparts, each of which, when signed and delivered, shall be an original and all such counterparts shall form one and the same instrument. Facsimile and electronic counterparts shall be deemed originals for all purposes.

IN WITNESS WHEREOF the RM has hereunto by the hands of its proper officers, signed its name and affixed its seal this ____ day of _____, 20____.

RURAL MUNICIPALITY OF BROWNING NO. 34

Per: _____
Reeve

(SEAL)

Per: _____
Administrator

IN WITNESS WHEREOF the Landowner(s) have hereunto set his/her hand this ____ day of _____, 20____.

Signed in the Presence of:

Witness

Landowner

Witness

Landowner