



Incorporated

# R.M. of Frenchman Butte No. 501

POLICY TITLE Crop Damage Policy		ADOPTED BY RM Council Resolution No. 2017-12-13- EFFECTIVE DATE December 13, 2017	POLICY NO. <b>300-03</b>
ORIGIN/AUTHORITY Council	JURISDICTION RM of Frenchman Butte No. 501	Amended:  Repealed:	Resolution No.  Resolution No.

## 1.0 PURPOSE:

- 1.1 To provide landowners compensation for crop, hay, and/or pasture damage and future loss of production due to activities of the R.M. of Frenchman Butte No. 501.

## 2.0 DEFINITIONS:

- 2.1 **Council:**  
Means Council for the Rural Municipality of Frenchman Butte No. 501.

## 3.0 SCOPE:

- 3.1 This policy shall be applied whenever road construction, maintenance activities, or other activities of the R.M. of Frenchman Butte No. 501 cause damage to a crop, hay field, or pasture.

## 4.0 POLICY:

- 4.1 It is the policy of the R.M. to offer landowners or renters payment for crop, hay land, and/or pasture damages caused by R.M. activities. The landowner or renter must complete a *Crop/Hay/Pasture Damage & Loss of Production Form*, in which the value of the damage and future loss of production is determined.

## 5.0 SPECIFIC REQUIREMENTS:

- 5.1 Whenever possible, the number of acres damaged shall be measured by an engineering firm.

- 5.2 Loss of production payment is based on the following:

- 100% yield loss for each year of crop loss due to construction; plus
- 75% yield loss in first year following construction; plus
- 25% yield loss in second year following construction.

The R.M. of Frenchman Butte No. 501 will **make one payment for loss of production, based on the yield and price of the crop grown during the year of construction.**

- 5.3 Calculations will be based on crop grown in year of construction except where the land was not in crop as part of regular crop rotation cycle; in this instance, crop loss will be based on yield of crop in year prior and crop price in current year.

- 5.4 In the case of construction exceeding one-year, subsequent payment for losses will be based on crop value during the last year of construction.

## 6.0 EXCEPTIONS

- 6.1 **Storage Area Payment:**

Where it is required by the Municipality to store road construction related products, fencing supplies, and/or equipment, a separate agreement will be drawn up between the R.M. of Frenchman Butte No. 501 and the landowner. The rate for this storage area payment is set at \$250.00/per year.

A loss of production payment **will not** be issued for the same acres on which a storage area payment is made.



POLICY TITLE

300-03 Crop Damage Policy

**7.0 RESPONSIBILITY/INTERPRETATION/REPEALING:**

- 7.1** All Appendices attached to this policy may be amended from time to time based on operational need. Any payment rates listed in the Appendices must match those contained within this Policy.

This policy shall be administered and interpreted by the Administrator; however, this policy cannot be amended without Council approval.

This policy replaces all previous policies and resolutions that have been passed by the Council of the Rural Municipality of Frenchman Butte No. 501 with respect to the application of any and all parts of this policy and the terms and conditions contained herein.

This policy shall come into force and take effect on **December 13, 2017** and shall continue in full force and effect until repealed or replaced by subsequent resolution of Council.

**Appendix A & B**

See following pages.



Appendix A 300-03

Crop/Hay/Pasture Damage & Loss of Production Form

Box 180, Paradise Hill, SK S0M 2G0

I, \_\_\_\_\_ (Owner of land or corporation) of

\_\_\_\_\_ (Town), \_\_\_\_\_ (Province)

Value of damages during year of construction:

Legal Land Description: \_\_\_\_\_

Type of Crop, or Hay or Pasture: \_\_\_\_\_

Price per Bushel (Crop): \$ \_\_\_\_\_ Price per Pound (Hay) \$ \_\_\_\_\_

Yield - Bushels/acre (Crop) or Pounds/acre (Hay): \_\_\_\_\_

Estimated Number of Acres Affected: \_\_\_\_\_ (Exact acreage will be provided by RM engineering firm)

Pasture Value (\$ per head per day) \_\_\_\_\_ Animal Type \_\_\_\_\_

Days unable to graze: \_\_\_\_\_

Estimated number of animals that could have grazed on damaged land \_\_\_\_\_

Loss of Production:

Loss of production payment is based on the following assumptions:

- 100% yield loss during each year of construction; plus
- 75% yield loss in first year following construction; plus
- 25% yield loss in second year following construction.

The R.M. of Frenchman Butte No. 501 will make one payment for loss of production, based on the yield and price of the crop grown during each year of construction. Payment for subsequent years will be based on the crop value during the last year of construction.

For example, if the total value of damages during the year of construction was \$250, the R.M. will make a one-time payment of \$500 for damages and future loss of production. This is calculated as follows: \$250 + (\$250 X 75%) + (\$250 x 25%). If year of construction is 2 years and compensation is not the same in second year then calculation is as follows: Year One (\$250 x 1)+ Year Two (300 x 1)+ Subsequent Years (\$300 X 75%) + (\$300 x 25%).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name to which payment should be made: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Signature: \_\_\_\_\_

Important : Crop damage compensation will not be paid until construction is complete and final acres have been calculated by the engineer.

*[Handwritten signature]*

# Crop Damage Policy 300-03 Appendix B



R.M. of Frenchman Butte No. 501  
Box 180  
Paradise Hill, SK  
S0M 2G0

## Storage Area Payment Agreement

This agreement is made in duplicate and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**BETWEEN:** The R.M. of Frenchman Butte No. 501 (*hereafter the Municipality*)

**AND:** Landowner name & address (*hereafter the Landowner*).

**WHEREAS:** the Landowner is the registered owner of the property: \_\_\_\_\_;

**And WHEREAS:** the Municipality requires an area to store road construction related products, fencing products, and/or equipment during the construction of a municipal road;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of a payment from the Municipality to the Landowner of \$250.00 per year or portion thereof during which the property is used for storage of Municipal products or equipment, the Landowner does afford unto the Municipality, its respective employees, agents, or contractors, the right to enter upon the said portion of land for the purpose listed above.

Furthermore, the Municipality agrees to remove any remaining products and equipment as soon as is reasonably possible following the completion of construction and fence installation.

Furthermore, the Landowner acknowledges that when a storage area payment is made, a loss of production payment (for crop damage) will not be issued for the same area.

**The Municipality:**

**The Landowner:**

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
ADMINISTRATOR

(S E A L)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
WITNESS