

Rural Municipality of North Qu'Appelle No. 187

Bylaw No. 2024-16

A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS BETWEEN THE RM OF NORTH QU'APPELLE NO. 187 AND PERSONS HAULING CERTAIN GOODS WITHIN THE MUNICIPALITY

The Council of the Rural Municipality of North Qu'Appelle No. 187, in the Province of Saskatchewan, enacts Bylaw No. 2024-16 as follows:

Definitions

1. In this bylaw:
 - a. **"Agreement"** shall mean an agreement for the maintenance of any municipal road entered into pursuant to Section 22 of The Municipalities Act and includes a proposed agreement in the case where a municipality has caused notice to be served on a person that an agreement is required pursuant to that Section;
 - b. **"Chief Administrative Officer"** shall mean the Chief Administrative Officer or administrator of the municipality;
 - c. **"Council"** shall mean the council of the municipality;
 - d. **"Designated Officer"** includes the Chief Administrative Officer or any person appointed by the Chief Administrative Officer to enforce this Bylaw and shall include a Community Safety Officer, Bylaw Enforcement Officer, and Peace Officer;
 - e. **"Hauler"** shall mean any person or persons as described in Section 22(1)b of The Municipalities Act;
 - f. **"Haul Roads"** shall be the roads specified in the Road Maintenance Agreement;
 - g. **"Municipality"** shall mean the Rural Municipality of North Qu'Appelle No. 187;
 - h. **"Order"** shall mean an order issued by a Designated Officer;
 - i. **"Public Works Committee"** shall mean a public works committee established in accordance with Section 81 of The Municipalities Act, and shall consist of a quorum of Council.

General Matters

2. The Hauler shall:
 - a. Enter into a Road Maintenance Agreement with the Municipality as authorized in subsection 22(1) of The Municipalities Act when wishing to ship, haul, or receive certain goods, equipment or materials over certain public roads within the Municipality, that:
 - i. Amount to a payload in excess of two (2) tonnes;
 - ii. Meet the minimum criterion of ten (10) loads on one route in a seven(7) day period;
 - iii. May cause damage to streets or roads or cause road maintenance requirements that exceed that of other users of the roads, hereinafter referred to as **"Bulk Haul"**.
 - b. The Road Maintenance Agreement shall be in the format attached to and forming part of this Bylaw as Schedule "A".
3. The Hauler shall only haul goods, equipment or materials:
 - a. As described in the Agreement;
 - b. Within the specified timeframe; and
 - c. On or over the road(s) specified in the Agreement, either while loaded or empty.

Environmental

4. The Hauler shall:
 - a. Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clear environment;
 - b. Notify the Municipality immediately in the event of any spills and environmental contamination problems on the Haul Roads or any adjacent lands as a result of the use of the Haul Roads, and the Hauler shall be solely responsible for the cost of all work to be carried out to correct such problems caused by the operation; and
 - c. Upon expiry or termination of an Agreement, leave the Haul Roads and any adjacent lands free of any environmental contamination resulting from the Hauler's operation



which may adversely affect the land or result in a breach of the duties described in subsection 4. a. The responsibility of the Hauler to the Municipality with respect to the environmental obligations contained herein shall continue to be enforceable by the Municipality, notwithstanding the termination of this Agreement.

Traffic

5. The Hauler shall:
 - a. Conduct the Bulk Hauling operation in a manner so as to minimize interference with other traffic on the Haul Roads;
 - b. Notify the Municipality if any work is being done that will require temporary closure of a road or an interruption of motor vehicle traffic; and
 - c. Abide by the weight restriction of secondary weights, unless otherwise posted or by first obtaining an overweight permit prescribed by the Municipality's Overweight Permit Bylaw 2024-17.

Compensation and Calculation

6. The Hauler shall:
 - a. Before commencing a Bulk Haul, estimate and report to the Municipality:
 - i. The total quantity of goods and materials, in tonnes, to be hauled on the Haul Roads; and
 - ii. The total distance to be hauled in kilometers; and
 - b. Pay the Municipality the compensation for road maintenance as calculated in the Agreement within sixty (60) days of the completion of the Haul, based on verified quantities or monthly in the case of continuous haul throughout the calendar year.

Inspections

7. Each party shall appoint a representative to complete the following inspections:
 - a. Prior to commencement of the Haul to establish the condition of the road; and
 - b. Within five (5) days of completion of the Haul, to determine if the conditions of the Agreement respecting restoration of the Haul Roads have been satisfied; satisfactory, a release for the inspection report shall be used by the Municipality; and
 - c. In the case of a continuous haul throughout the calendar year, weekly during the haul period.

Special Provisions

8. The Hauler will be subject to the special provisions listed in the Noise Bylaw and any other Bylaw of the Municipality as it relates to shipping, hauling or receiving certain goods, equipment or vehicles within the Municipality.

Agreement Cancellation or Suspension

9. The Municipality may cancel the Agreement, by Public Works Committee decision, in accordance with subsection 15.1(2) of The Municipalities Regulations, if:
 - a. The Hauler has willfully disobeyed a suspension order imposed by the Municipality;
 - b. The terms of the Agreement have not been adhered to or have been altered without notification by the Hauler; or
 - c. The Hauler fails to make payment according to the rates and timing agreed to in the Agreement.
10. The Municipality may suspend the Agreement, by Public Works Committee decision, in accordance with subsection 15.1(3) of The Municipalities Regulations, if due to inclement weather or unfavourable road condition, the use of the road in the manner set out in the Agreement would, in the opinion of the Public Works Committee, reasonably be expected to result in:
 - a. The Hauler has willfully disobeyed a suspension order imposed by the Municipality;
 - b. The terms of the Agreement have not been adhered to or have been altered without notification by the Hauler; or
 - c. The Hauler fails to make payment according to the rates and timing agreed to in the Agreement.



11. This bylaw shall come into force on the day of its final passing.

Municipal Adoption:

1st Reading: **NOV 12 2024**

2nd Reading: **NOV 12 2024**

3rd Reading: **NOV 12 2024**



Reeve

{Seal}





Administrator

Certified A True Copy of Bylaw No. 2024-16
passed by the Council of the
Rural Municipality of North Qu'Appelle No. 187
On the 12th day of November, 2024



Administrator

ROAD MAINTENANCE AGREEMENT

RURAL MUNICIPALITY of NORTH QU'APPELLE NO. 187

AGREEMENT NO RMA202X-XX

THIS AGREEMENT is made in duplicate;

BETWEEN:

The *Rural Municipality of North Qu'Appelle No. 187*
(hereinafter called the "Municipality")

- and -

(hereinafter called the "Hauler")

Together referred to as "the Parties".

WHEREAS:

The Hauler wishes to ship, haul or receive certain goods, equipment or materials over certain public roads within the Municipality, the movement of which in the opinion of the council of the Municipality is likely to result in damage.

The Hauler is a person described in clause 22(1)(b) of *The Municipalities Act* who is required to enter into an Agreement with a municipality pursuant to that section and has control, direction or hire over a Bulk Haul. Typically, a hauler may be a shipper, producer, or receiver.

The council of the Municipality requires the Hauler to enter into a Road Maintenance Agreement pursuant to Section 22 of *The Municipalities Act*.

The Agreement is made pursuant to and subject to the provisions of *The Municipalities Act* and its regulations.

THE PARTIES AGREE AS FOLLOWS:

Definitions

1. In this Agreement:

- a) "Bulk Haul" means any single or repeated transportation of goods by, to or for a shipper, hauler or receiver, of divisible or non-divisible loads, over a defined route, that: (i) amount to a payload in excess of 2 tonnes; and (ii) in the opinion of council responsible for the defined route: (A) are significant in nature by haul type, weight, or frequency; and (B) may cause damage to streets or roads or cause road maintenance requirements that exceed that of other users of the roads.
- b) "Region" means the Area Transportation Planning Committee (ATPC) Region that a municipality is located in, as set out in Map 1 of Part IV of the Regulations, attached hereto as Schedule "C".
- c) "Regulations" means *The Municipalities Regulations*.

General Matters

2. The Municipality shall:

- a) Permit the Hauler to use the Haul Roads, subject to the terms of this Agreement;
- b) Administer this Agreement by providing up to date information that would be subject to review by the Parties;
- c) Ensure that the information identified by the Parties as confidential is held in strict confidence subject to *The Local Authority Freedom of Information and Protection of Privacy Act*;
- d) Ensure that municipal roads are in a reasonable state of repair as defined in Section 343 of *The Municipalities Act*; and
- e) Continue to apply for any available government grants for road upgrading.

3. The Hauler shall

- a) Only haul the following goods and materials: _____

within the specified timeframe of 202X to 202X;



- b) On or over the following road(s): ____ km of _____ road.
(roads listed are herein referred to as the "Haul Roads"); and

Environmental

4. The Hauler shall:
- Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
 - Notify the Municipality immediately in the event of any spills and environmental contamination problems on the Haul Roads or any adjacent lands as a result of the use of the haul road, and the Hauler shall be solely responsible for the cost of all work to be carried out to correct such problems caused by the operation; and
 - Upon expiry or termination of this Agreement, leave the Haul Roads and any adjacent lands free of any environmental contamination resulting from the Hauler's operation which may adversely affect the land or result in a breach of the duties described in subsection 4(a). The responsibility of the Hauler and the Municipality with respect to the environmental obligations contained herein shall continue to be enforceable by the Municipality, notwithstanding the termination of this Agreement.

Traffic and Special Restrictions

5. The Hauler shall:
- Conduct the bulk hauling operation in a manner to minimize interference with other traffic on the Haul Roads;
 - Notify the Municipality if any work is being done that will require temporary closure of a road or an interruption of motor vehicle traffic; and
 - Not exceed a speed of (determined per agreement) km/hr;

Compensation and Calculation

6. The Municipality shall:
- Expend, or retain in order to expend in the future, all compensation paid by the Parties, on roadway maintenance work on the Haul Roads, or portions thereof, that are indicated in subsection 3(b); and
 - Arrange for the engineering, tendering and contracting of roadway maintenance work unless the Municipality conducts all of the work itself. All arrangements will be available for review by the Parties on request.
7. The Hauler shall:
- Before commencing a bulk haul, estimate and report to the Municipality:
 - The total quantity of goods and materials, in tonnes, to be hauled on the Haul Roads, represented as "T" in the Compensation Formula;
 - The distance hauled, in kilometres, represented as "D" in the Compensation Formula; and
 - The number of times that the bulk haul is carried out during the summer and winter haul period over the period of the Agreement, represented as "N" in the Compensation Formula;
 - Use the regional rate set for the East Central Transportation Planning Committee region, represented as "R" in the Compensation Formula, for the calendar year in which the haul occurs;
 - Pay to the Municipality, compensation for road maintenance (represented as "C" in the Compensation Formula), based on the Compensation Formula, which is $C = R \times T \times D \times N$ (the compensation is equal to the estimated total quantity hauled multiplied by the regional rate (R) multiplied by the distance hauled multiplied by number of times that the bulk haul is carried out);
 - Pay the compensation to the Municipality within 60 days of the completion of the haul or monthly in the case of continuous haul throughout the calendar year, based on verified quantities. For bulk hauls, the Hauler shall pay the compensation in subsection 7(c) to the Municipality on a quarterly basis and will be based on verified quantities;
 - Make payment for compensation in subsection 7(c) at a rate of one-half the calculated amount if hauling takes place during the winter haul period, between 202X and 202X; and
 - Inspect the roadway every five (5) days to determine if damage has been done and will give the Municipality notice of necessary repairs within two (2) days.

Inspections

8. Both Parties shall appoint a representative to complete the following inspections:
- Prior to commencement of the haul to establish the condition of the road. The Haul Road Inspection Form is provided in Schedule A;
 - Within five (5) days of completion of the haul, the representatives shall inspect the road to determine if the conditions of this Agreement respecting restoration of the road have been satisfied. If restoration is satisfied, a release for the inspection report shall be issued by the Municipality; and
 - In the case of a bulk haul, the representatives shall inspect the road to determine if the conditions of this Agreement respecting restoration of the road continue to be satisfied. The Parties agree on an acceptable frequency for inspection of daily.



Dispute Resolution

9. Both Parties can initiate the dispute resolution process by in writing to either party within 30 days of the final inspection.
10. Both Parties shall agree to resolve all dispute(s) through the following process: Arbitration by a single arbitrator.
11. Only after attempts to resolve the dispute(s), in accordance with section 11 of this Agreement, is unsuccessful:
- a) The Parties may submit the dispute(s) to the Saskatchewan Municipal Board, pursuant to clause 22.1(2)(b) of *The Municipalities Act*;
 - b) The Municipality may cancel the Agreement, by council resolution, in accordance with subsection 15.1(2) of the Regulations, if:
 - i. The Hauler has willfully disobeyed a suspension order imposed by the road committee;
 - ii. The terms of the Agreement have not been adhered to or have been altered without notification by the Hauler; or
 - iii. The Hauler fails to make payment according to the rates and timing agreed to in the Agreement;
 - c) The Municipality may suspend the Agreement, by council resolution, in accordance with subsection 15.1(3) of the Regulations, if due to inclement weather or unfavourable road conditions, the use of the road in the manner set out in the Agreement would, in the opinion of the council, reasonably be expected to result in:
 - i. Damage to the road; or
 - ii. A high risk of:
 1. Property damage; or
 2. Personal injury to the public; or
12. If the Municipality cancels or suspends the Agreement, the Hauler can appeal the resolution to the Saskatchewan Municipal Board in pursuant to section 22.1 of *The Municipalities Act*.

Communication

13. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and may be delivered to, or sent by prepaid registered, certified mail or electronically addressed to:
- a) In the case of a notice or communication to the Municipality:

PO Box 99
Fort Qu'Appelle, SK.
S0G 1S0
 - b) In the case of a notice or communication to the Hauler:

**ADDRESS

or
 - c) To any other address, as provided by either party in accordance with this section.
14. Delivery of communication under section 14 of this Agreement shall be deemed delivered:
- a) At the time of personal delivery, if delivered in person; or
 - b) Five (5) business days after the date of mailing, except in the case of a mail strike or other disruption of postal service, in which case it shall be deemed delivered on the third business day after such strike or disruption ceases.




Signature Block

15. The Agreement shall be in effect from 2024 to, 2024 and may be extended by the Agreement of the Parties.

Agreed this ___ day of _____ 2024.

For the Rural Municipality of North Qu'Appelle No, 187

Reeve

Administrator

For (Contractor)

President or other person designated

Secretary/Treasurer or Witness



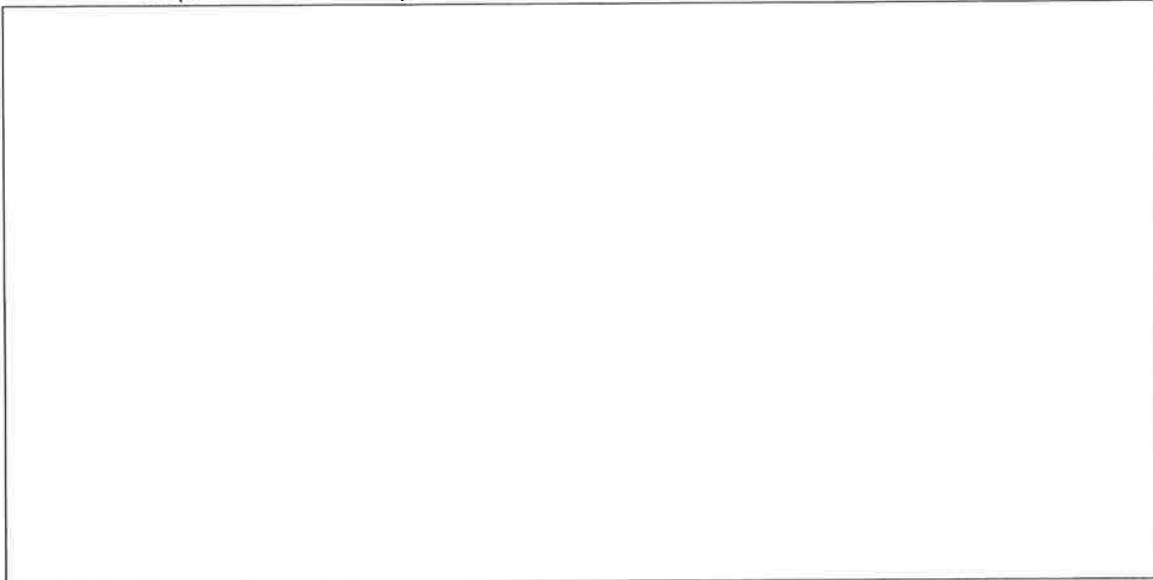
SCHEDULE A

HAUL ROAD INSPECTION FORM

R.M. of	No.	Pre / Post Haul Inspection (Circle one)
Contract No.		Date:
Contractor:		
R.M. Representative(s): (print)		
Contractor Representative(s): (print)		

Sketch of Haul Road:

Show Significant Points (km) referred to in the Descriptions listed below, including major culverts and bridges. Show farmyards, villages, pastures, intersections, etc. where dust control may be required. Note other special conditions.

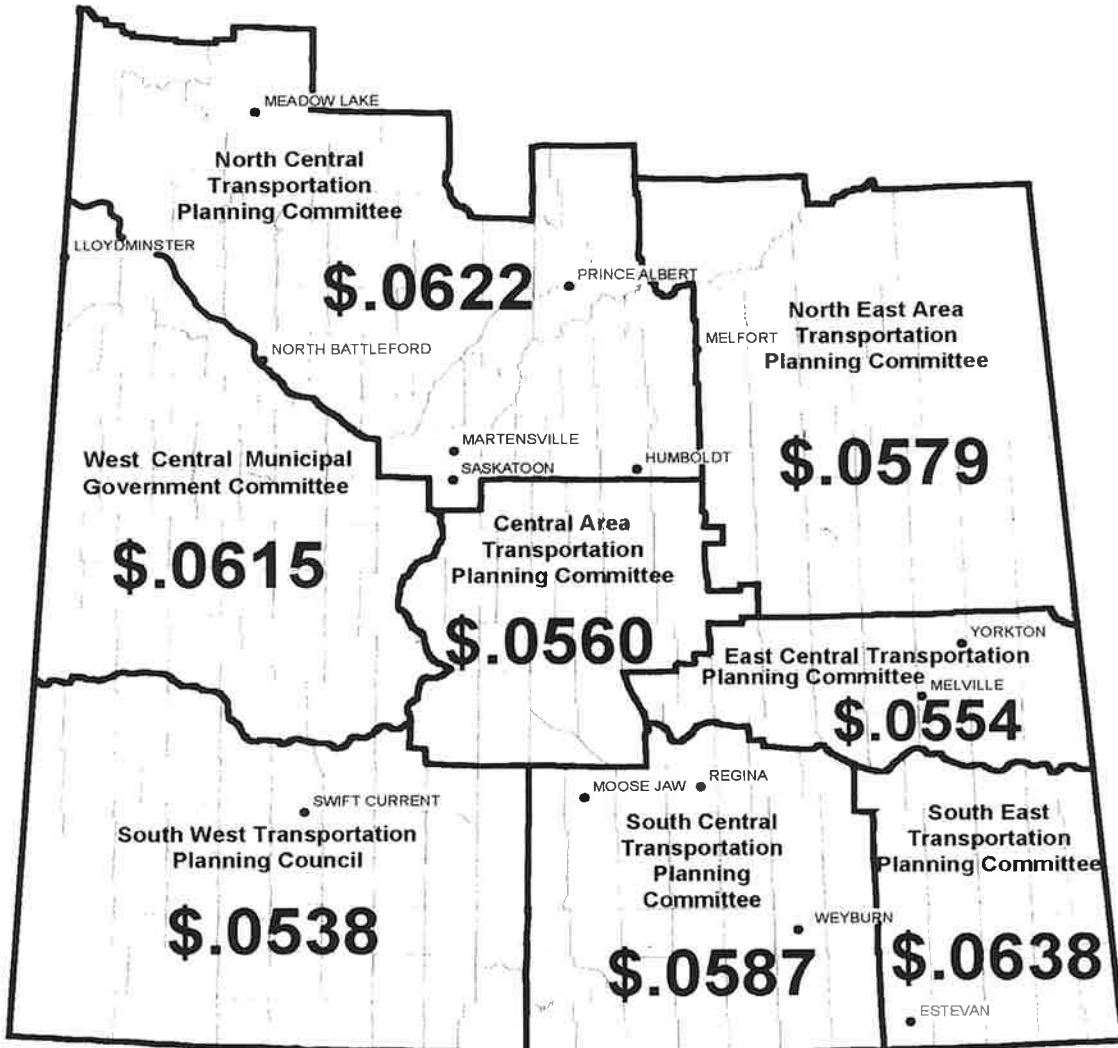


Handwritten signature
(with a circled mark)

Schedule B

2022 Municipal Road Maintenance Agreement Regional Rates Per Tonne Per Kilometre

¹Pursuant to Section 12.1 of *The Municipalities Regulations*



Although the Ministry of Government Relations has exercised all reasonable care in the compilation, interpretation, and production of this map, it is not possible to ensure total accuracy, and all persons who rely on the information contained herein do so at their own risk. The Ministry of Government Relations and the Government of Saskatchewan do not accept liability for any errors, omissions, or inaccuracies that may be included in, or derived from, this map.

¹ Base map derived in part from data provided by Information Services Corporation of Saskatchewan. Map projection is universal transverse mercator extended Zone 13 North American Datum of 1983.

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Schedule C

Area of Transportation Planning Committee - Rural Municipalities Map

