

RURAL MUNICIPALITY OF MERVIN #499

BYLAW NO 2023-24

A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS BETWEEN THE RURAL MUNICIPALITY OF MERVIN #499 AND PERSONS HAULING CERTAIN GOODS WITHIN THE MUNICIPALITY

The Council of the Rural Municipality of Mervin #499 in the Province of Saskatchewan enacts as follows:

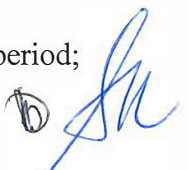
This bylaw shall be referred to as the “Road Maintenance Agreement Bylaw”.

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 Meota #468;
 - h) “Order” shall mean an order issued by a Designated Officer.
 - i) “Road Committee” shall mean a road 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 Section 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 2 tonnes;
 - ii. meet the minimum criteria of twenty (20) loads on one route in a seven (7) day period; and



- 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 a "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

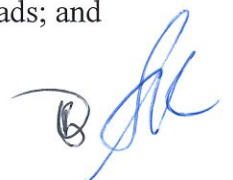
4. The Hauler shall:
- a) comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
 - b) notify the Municipality immediately in the event of any spills and environmental contamination problems on the Haul Roads or any adjacent lands as a result of the use of the Haul 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
 - 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 as prescribed in the Municipality's Weight Restrictions Bylaw.

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 kilometres; and



- b) pay to the Municipality, compensation for road maintenance as calculated in the Agreement within sixty (60) days of the completion of the Haul, based on verified quantities.

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 Road(s) have been satisfied; and if satisfactory, a release for the inspection report shall be issued by the Municipality.

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 road 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 road 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 road committee, reasonably be expected to result in:
 - a) damage to the road; or
 - b) a high risk of:
 - i. property damage; or
 - ii. personal injury to the public.

Enforcement

- 11. The Designated Officer may issue an Order requiring a hauler to make application for a Road Maintenance Agreement if, in the opinion of the Designated Officer, the Haul is in contravention of Section 2 of this Bylaw.
- 12. If the Designated Officer is of the opinion that the Hauler has not complied with any term or terms of the Agreement, he or she shall give notice in writing to the Hauler within thirty (30) days of the final inspection being completed.
- 13. An order established pursuant to this bylaw may include provisions to:
 - a) prohibit the operation of the Hauler's vehicles on specified roads and bridges;



- b) restrict the gross weight of the Hauler's vehicles on specified roads and bridges or portions thereof; or
- c) any other provision that the Municipality sees fit until such time as the Hauler has become in compliance with any Section of this bylaw or the Road Maintenance Agreement established with the Municipality.

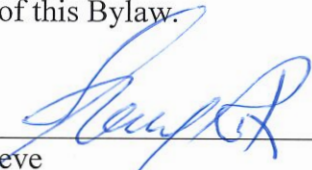
14. An order issued under this bylaw must:

- a) be signed by the Designated Officer; and
- b) state the date on which it is signed and the date on which it takes effect.

15. An order issued pursuant to this bylaw shall remain in effect until cancellation of the order by the Designated Officer.

16. Any person guilty of any infraction of the provisions of this bylaw shall upon summary conviction, be liable to a fine as set forth in Schedule "B" of this Bylaw.



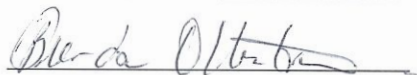


 Reeve



 Chief Administrative Officer

Read a third time and adopted
 this ____ day of _____



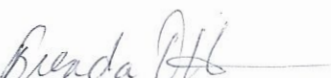
Chief Administrative Officer

Certified a true copy of
 Bylaw No. 2023-24 adopted by
 resolution of Council this ..26..

day ofMay....., 2023



 Reeve



 Chief Administrative Officer



Schedule "A"

ROAD MAINTENANCE AGREEMENT BYLAW RURAL MUNICIPALITY OF MERVIN #499

AGREEMENT NO. **XXXX XX**

THIS AGREEMENT is made in duplicate

BETWEEN **THE RURAL MUNICIPALITY OF MERVIN #499**
(hereinafter called the "Municipality")

AND: **XXXXXXXXXXXX**
(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 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 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 certain goods equipment or materials 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; (ii) meet the minimum criteria of twenty (20) loads on one route in a seven (7) day period; and (iii) 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 Appendix "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 the 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*;
- 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 **XXXXXXXX, 20XX to XXXXXX, 20XX**

- b) On or over the following road(s):

(hereinafter referred to as the "Haul Roads"); and

Environmental

4. The Hauler shall:

- a) Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean 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 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

- c) 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 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 restrictions as prescribed in the Municipality's Weight Restrictions Bylaw.

Compensation and Calculation

6. The Municipality shall:
 - a) 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 the subsection 3(b); and
 - b) 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:
 - 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 represented as "T" in the Compensation Formula; and
 - ii. The total distance hauled in kilometres, represented by "D" in the Compensation Formula.
 - b) Use the regional rate set for the North Central Transportation Planning Committee region as attached hereto as Appendix "B", represented as "R" in the Compensation Formula, for the calendar year in which the haul occurs;
 - c) Pay to the municipality, compensation for road maintenance (represented as "C" in the Compensation Formula), based on the Compensation Formula which is $C = R \times T \times D$ (the compensation is equal to the estimated total quantity hauled (T) multiplied by the regional rate (R) multiplied by the total distance hauled (D)). A minimum charge of one hundred dollars \$100.00 will be applicable;
 - d) Pay the compensation to the Municipality within 60 days of the completion of the



haul, 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; and

- e) 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 November 15th and March 15th.

Inspections

- 8. 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. The Haul Road Inspection Form is provided in Appendix "A";
 - b) 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; and
 - c) a release for the inspection report shall be issued by the Municipality.

Special Provisions

- 9. 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 of goods, equipment or vehicles within the Municipality.

Dispute Resolution

- 10. If either Party is of the opinion that the other Party has not complied with any term or terms of this Agreement, that party shall give notice in writing to the other Party within thirty (30) days of the final inspection being completed. In the absence of written notice, the Agreement shall be deemed to be properly completed and no action may be initiated by either Party respecting any breach of this agreement.
- 11. Both Parties shall agree to resolve all dispute(s) through the following process:
 - a) In the case of a dispute between the Parties hereto concerning any aspect of this agreement that has not been resolved after notice following final inspection, either Party shall be entitled to give the other notice to demand arbitration thereof. Within fourteen (14) days after such notice and demand have been given, each Party shall appoint an Arbitrator who shall jointly select a third. The Parties agree that the decision of any two of the Arbitrators shall be final and binding upon the Parties. *The Arbitration Act* of the Province of Saskatchewan shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the Parties.
 - b) If the two Arbitrators appointed by the Parties do not agree upon a third, or a Party who has been notified of a dispute fails to appoint an Arbitrator, then the



third Arbitrator, or an Arbitrator to represent the Party who fails to appoint an Arbitrator, may be appointed by a Judge of the Court of Queen's Bench at the Judicial Centre of Battleford upon application by either Party.

12. Only after attempts to resolve a 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 road committee decision 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 this 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, in accordance with subsection 15.1(3) of the 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 road committee, 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
- d) The Hauler may cancel or suspend the Agreement, in accordance with subsection 15.1(1) of the Regulations, under the following condition(s):
 - i. Payment has been made in full for quantities actually hauled; and
 - ii. The agreement is no longer required.

13. If the Municipality cancels or suspends the Agreement, the Hauler can appeal the resolution to the Saskatchewan Municipal Board pursuant to section 22.1 of *The Municipalities Act*.

Communication

14. 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 of communication to the Municipality:

Chief Administrative Officer
RM of Mervin #499
Box 130
Turtleford, SK S0M 2Y0

- b) In the case of a notice to the Hauler:

XXXXXXXXXX

- c) To any other address, as provided by either party in accordance with this section.

15. 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

16. The Agreement shall be in effect from XXXXXXXXXXXVV to XXXXXXXXXXXXXX and may be extended by the Agreement of the Parties.

Agreed this _____ day of _____, 20XX

For the R.M. of Mervin #499

Chief Administrative Officer

SEAL

For: XXXXXX XXXXXX

SEAL

XXXXXXXXXXXXX

Witness



Appendix A Road Maintenance Agreement

HAUL ROAD INSPECTION FORM

R.M. of Mervin #499	Pre/ Post Haul Inspection (circle one)
Contract No.	Date:
Contractor:	
R.M. Reps: (print)	
Contractor Reps: (print)	

Sketch of Haul Road:

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

Dust Control: Not Required: _____ Required: _____ Type: _____

Road Bans: No: _____ Yes: _____

Current Local Conditions (i.e. Wet/Frozen): _____

Pre-Haul Inspection Description of Road:

Location	Existing Failure	PhotoNo.	Comments (if required, use additional sheets)

Post Haul-Inspection Description of Road:

Location	New Failure	PhotoNo.	Comments (if required, use additional sheets)

Post-Haul Remedial Work: Note any Restoration of Road Required

Location	Type of Work	Comments

Follow-Up To Remedial Work (R.M. Approval & Clearance)

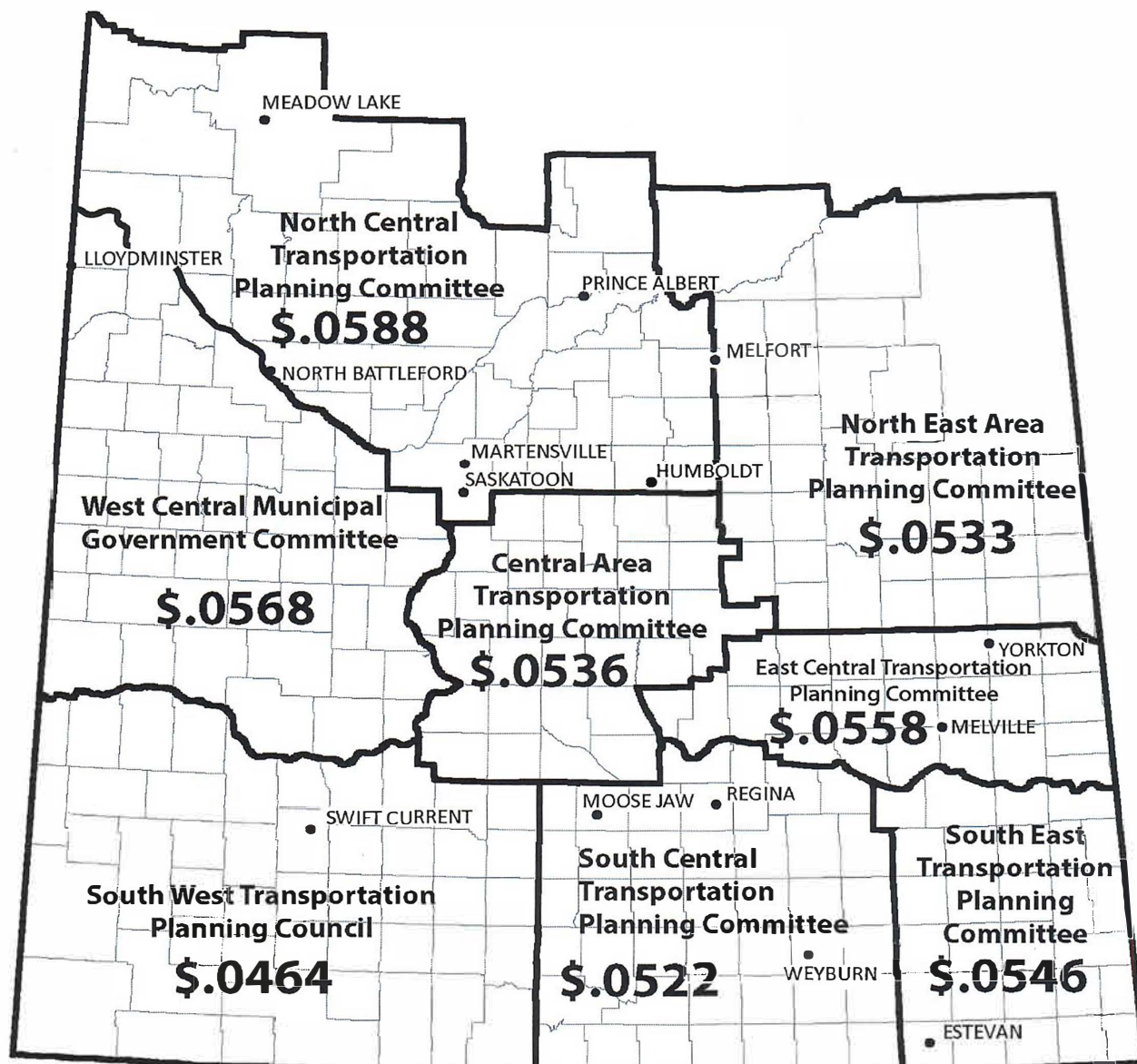
Pre-Haul Inspection		Post-Haul Inspection	
R.M.Rep. Signature	Date:	R.M. Rep. Signature	Date:
Contractor Rep. Signature	Date:	Contractor Rep. Signature	Date:



Appendix 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.

