

# RURAL MUNICIPALITY OF TURTLE RIVER NO. 469

## BYLAW NO 6-2023

### A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS BETWEEN THE RURAL MUNICIPALITY OF TURTLE RIVER NO. 469 AND PERSONS HAULING CERTAIN GOODS WITHIN THE MUNICIPALITY

The council of the Rural Municipality of Turtle River No. 469, 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 this municipality;
  - d) "Designated Officer" includes the Chief Administrative Officer or any person appointed by the Chief Administrative Officer to enforce this Bylaw;
  - 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 by the road maintenance agreement;
  - g) "Municipality" shall mean the Rural Municipality of Turtle River No. 469;
  - 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 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. May use equipment that could cause infrastructure damage such as but not limited to floatation tires or heavy-duty equipment;
  - 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, 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 operations which may adversely

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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 Calculation**

6. The Hauler Shall:
  - a) Before commencing a Bulk Haul, estimate and report to the Municipality:
    - i. The total quantity of goods and material, in tonnes to be hauled on the Haul Roads; and
    - ii. The total distance to be hauled in kilometers; 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 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 unfavorable 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 provisions 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.

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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.

This bylaw shall come into effect upon passing on this 12 day of July, 2023.



  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 6-2023 adopted by  
resolution of Council on the 12 day of July, 2023



Schedule "A"

ROAD MAINTENANCE AGREEMENT  
RURAL MUNICIPALITY OF TURTLE RIVER NO. 469  
AGREEMENT NO. - XX-XXXX

**THIS AGREEMENT** is made in duplicate;  
**BETWEEN:**

The **RM OF TURTLE RIVER NO. 469**  
(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. May use equipment that could cause infrastructure damage such as but not limited to floatation tires or heavy-duty equipment;
  - 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, roads or cause road maintenance requirements that exceed that of other users of the roads,

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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 Attachment "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:  
*(list the goods and materials to be hauled)*
- b) On or over the following road(s):  
*(list the specific roads, including the number of kilometres that the Hauler will travel on, attaching a map may assist in clarifying the road(s) described)*
- c) Roads listed in (a) are herein referred to as the "haul roads;"

### **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 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

5. The Hauler shall:
- a) Conduct the bulk hauling operation in a manner 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 following weight restrictions:
    - i. The Weight Restrictions Bylaw;
    - ii. Ministry of Highways orders regarding weight restrictions;
    - iii. summer haul secondary weights; and/or
    - iv. winter haul winter weights
  - d) subject to *The Municipalities Act* and regulations, come to an agreement with the municipality to either compensate the municipality for maintenance of the road or maintain and repair the haul roads to a mutually acceptable standard, and to compensate the municipality for capital road loss that results from the haul in either case.

## Compensation and Calculation

6. The Municipality shall:
- a) For the purpose of this agreement the Rural Municipality of Turtle River No. 469, is responsible for maintaining the haul roads to the standard agreed upon by both parties.
  - b) If the municipality is responsible for maintenance of the haul roads, the municipality shall:
    - i. 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
    - ii. 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;
    - ii. The distance hauled, in kilometres, represented as "D" in the Compensation Formula; and
    - iii. 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;

- b) Use the regional rate set for the North Central Transportation Planning Committee (*Attachment "B"*) region, 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  $C=R \times T \times D \times N$  (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);
- 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;
- 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 15 and March 15, or as defined in the Weight Restriction Bylaw;
- f) make payment for compensation for repairs of bridges, culverts or other structures within 60 days;
- g) pay as compensation for dust control on MUNICIPAL ROADS if hauling in between April 15 and November 15, a sum equivalent to:
- i. for hauls of 100,000 tonne kilometres and greater, actual costs incurred by the municipality to a maximum of \$0.01 (one cent) per tonne kilometre;
  - ii. for hauls of less than 100,000 tonne kilometres, actual costs incurred by the municipality to a maximum of \$1,000;
- h) Compensation rates shall be reviewed annually and this agreement may be amended to reflect rates set out in *The Municipalities Act Regulations*.
- i) Inspect the roadway every day to determine if damage has been done and will give the Municipality notice of necessary repairs immediately upon finding damage.

#### **Inspections**

8. Both Parties 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 Attachment "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. If restoration is satisfied, a release for the inspection report shall be issued by the Municipality; and
  - c) 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.

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### Special Provisions

9. Each party shall agree to the following special provisions: (i.e. road conditions, weather, other):

- a) Municipality retains the right to cancel agreement by giving 30 day written notice to the Hauler
- b) Municipality may designate alternate haul roads should excess damage occur on haul roads indicated in this agreement by giving immediate verbal notice.

### 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 30 days of the final inspection completed pursuant to clause 8(b) In the absence of written notice pursuant to this clause, the agreement shall be deemed to be properly completed and no action may be maintained by either party respecting any breach of this agreement.

11. In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 10, the matter or matters in dispute shall be submitted to the Council of the RM of Turtle River No. 469 and Hauler Representative.

12. 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
- d) The Hauler may cancel or suspend the Agreement, in accordance with subsection 15.1 (1) of the Regulations, under the following condition(s):

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13. 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**

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 or communication to the Municipality:

RM of Turtle River No. 469  
PO Box 128  
Edam, SK, S0M 0V0

b) In the case of a notice or communication to the Hauler: *(insert name and address)*

c) To any other address, as provided by either party in accordance with this section:  
\_\_\_\_\_ ; or

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 DAY, MONTH, YEAR to DAY, MONTH, YEAR and may be extended by the Agreement of the Parties.

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

For *THE RM OF TURTLE RIVER NO. 469*

\_\_\_\_\_  
Reeve/Administrator

For *(Name of Hauler)* \_\_\_\_\_

\_\_\_\_\_  
Hauler Representative

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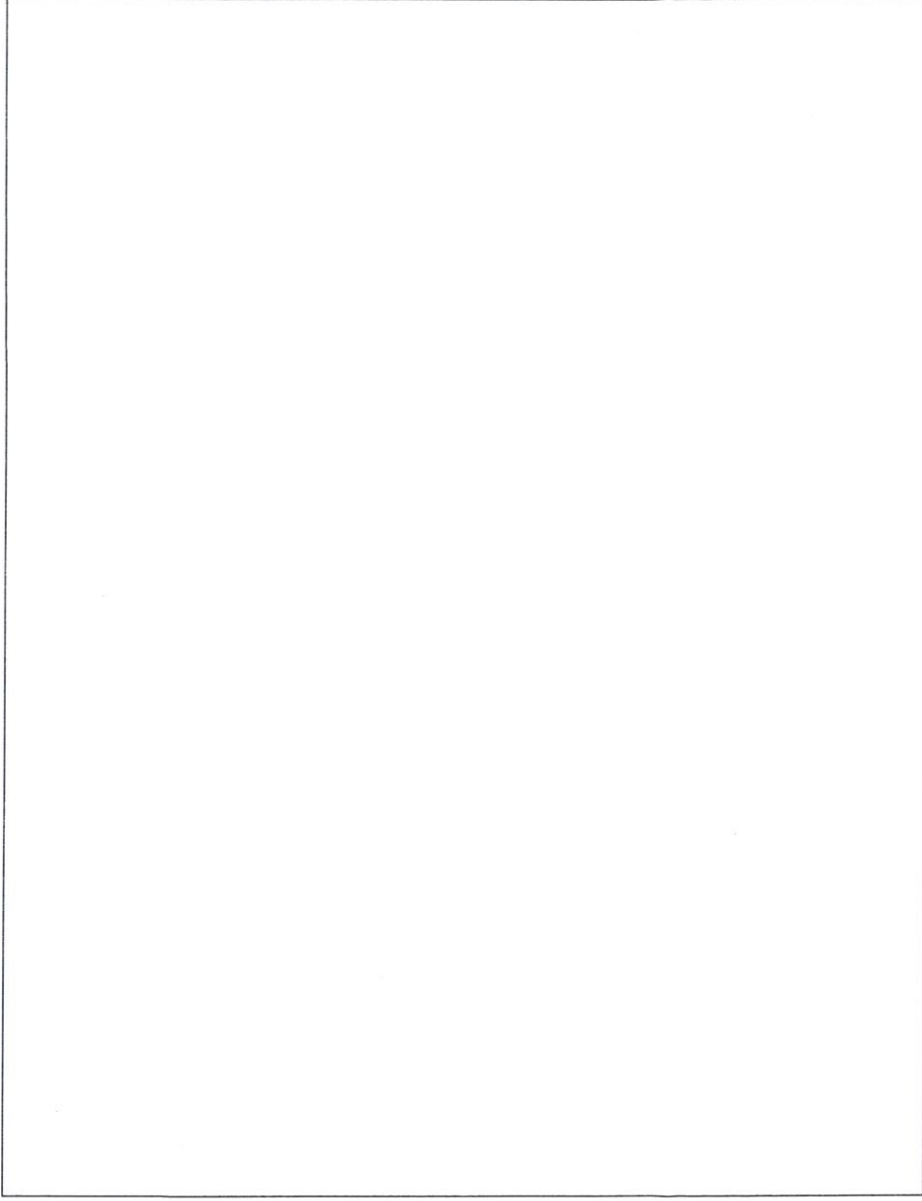
# Appendix "A"

## HAUL ROAD INSPECTION FORM

R.M. of Turtle River No.469	Pre / Post Haul Inspection (circle one)
Contract No.	Date:
Contractor:	
R.M. Reps: Rebecca Carr	
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:\_\_\_\_\_

SS/RS

Road Bans: No: \_\_\_\_\_ Yes: \_\_\_\_\_ % Axle: \_\_\_\_\_

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

Description of Road: (Note: 1 yard<sup>3</sup> / mile = 0.475 m<sup>3</sup> / km) & (1.0 m<sup>3</sup> / km = 2.1 yard<sup>3</sup> / mile)

From km	To km	Type Grid, Farm Access, Trail, etc.	Approx. Gravel Coverage yd <sup>3</sup> /mile or m <sup>3</sup> /km	Were CL Profile or X-Sec's Done?	Photo No.	Comments (if required, use additional sheets)

Description of Cross Section:

From km	To km	Grade line Hi / Med / Low / Nil	Crown ~% X-Slope	Ride Smooth, Rough, etc.	Conditions /Comments

Drainage Structures:

km	Approx. Cover	Culvert Size & Type	General Condition	Photo No.	Associated Drainage, Other Comments

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**Pre-Haul Preparations:** Note any dust control, special gravel or grading, etc. that may be required

From km	To km	Treatment	Comments (Reason for Treatment)

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

From km	To km	Type of Work	Comments

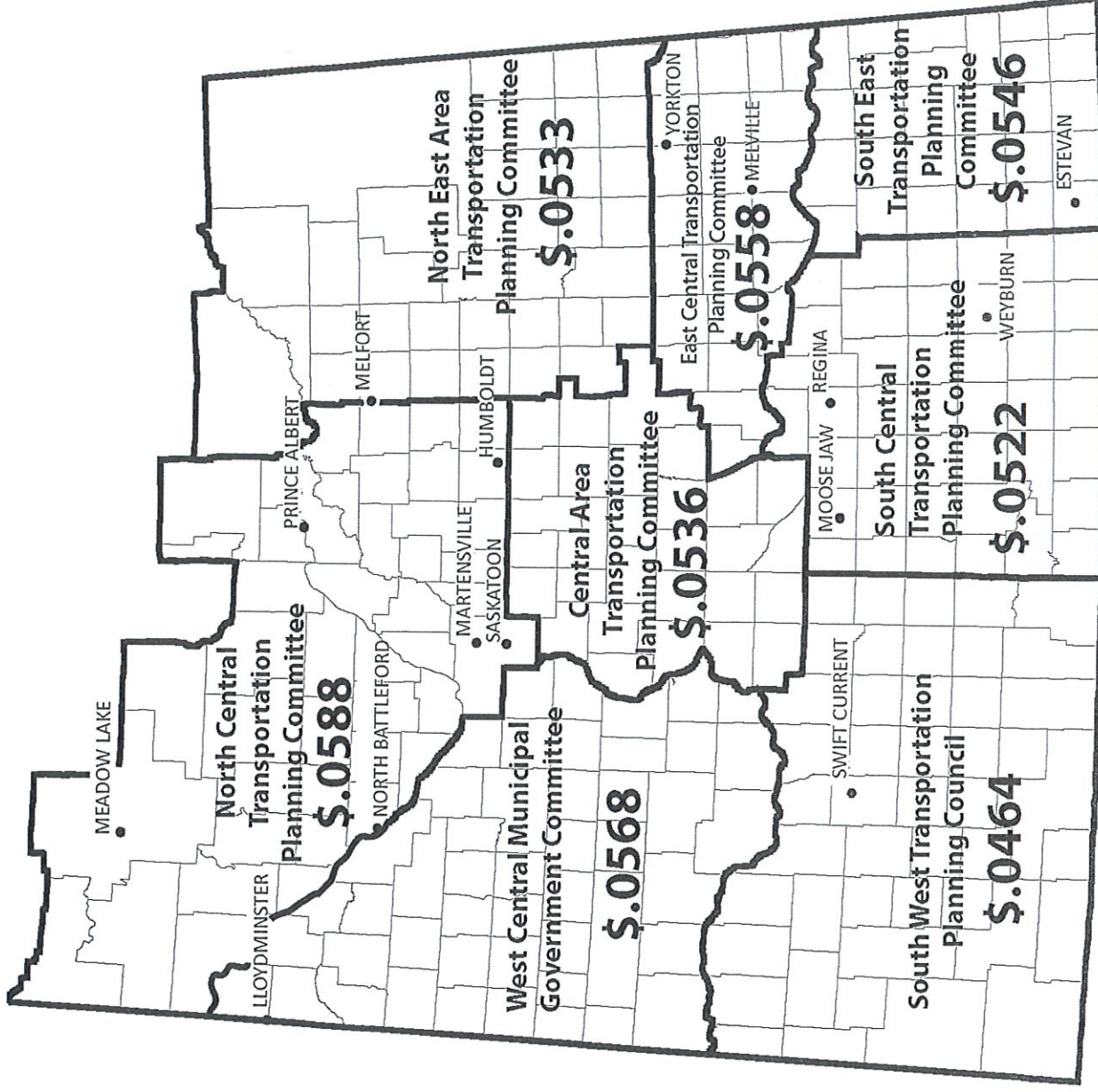
**Follow-Up to Remedial Work (R.M. Approval & Clearance)**

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

SB/RS

## Appendix "B"

2022 Municipal Road Maintenance Agreement Regional Rates Per Tonne Per Kilometre  
Pursuant to Section 12.1 of *The Municipalities Regulations*

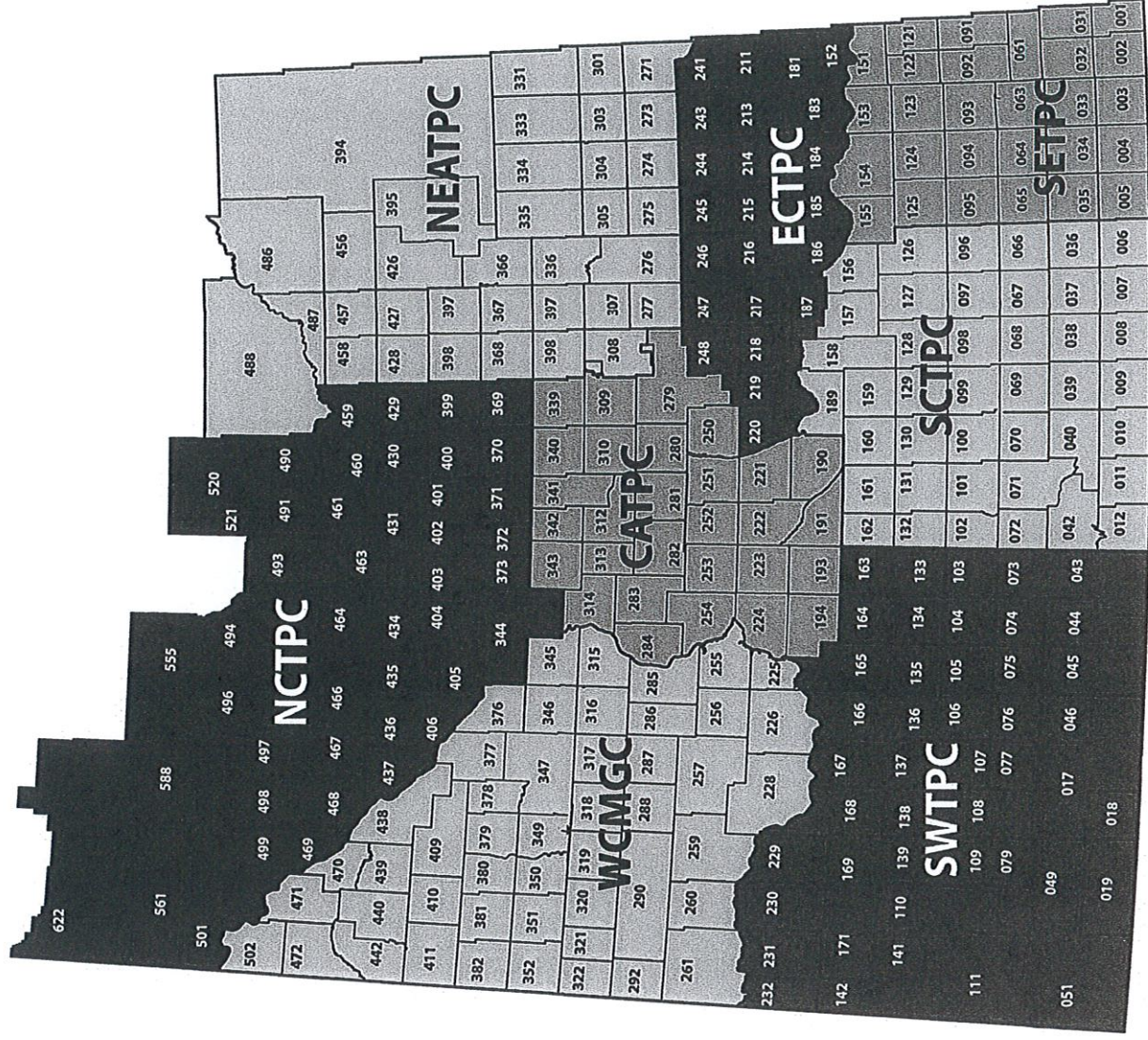


Although the Ministry of Government Relations has exercised all reasonable care in the compilation, interpretation, and production of this map, it is not possible to ensure total accuracy, and all persons who rely on the information contained herein do so at their own risk. The Ministry of Government 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.

SB/PS

# Appendix "C"

Area of Transportation Planning Committee - Rural Municipalities Map



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## BYLAW 6-2023

### ROAD MAINTENANCE AGREEMENT BYLAW

#### Schedule "B"

#### Summary Offence Information Penalties

1. A violator may be issued a Summary Offence Ticket Information with respect to a violation of any section of this bylaw.
2. Any person, upon being served with a Summary Offence Ticket Information, may voluntarily pay the penalty as identified in this schedule within the time specified in the Summary Offence Ticket Information at the office of the RM of Turtle River No. 469.
- 3.

Section and Subsection	Offence	First Offence	Second Offence	Subsequent Offences
2(a)	Failure to enter into a road maintenance agreement	\$400	\$1000	\$1000
3(a)	Hauling goods other than those described in a road maintenance agreement	\$400	\$1000	\$1000
3(b)	Hauling goods outside the timeframe described in a road maintenance agreement	\$400	\$1000	\$1000
3(c)	Hauling goods on roads other than those described in a road maintenance agreement	\$400	\$1000	\$1000
4(a)	Failing to comply with the Municipal laws with respect to maintaining a clean environment	\$400	\$1000	\$1000
4(b)	Failing to notify the Municipality immediately of any spills and environmental contamination problems	\$1000	\$5000	\$10,000
4(c)	Leaving any environmental contamination upon expiry or termination of an agreement	\$5000	\$10,000	\$20,000
5(a)	Failure to conduct the bulk haul in a manner to minimize interference with other traffic on roads	\$400	\$1000	\$1000
5(b)	Failure to notify the Municipality if any work is being done that will require road closure	\$400	\$1000	\$1000
7(a)	Failure to submit estimate of total quantity of goods to be hauled and total distance to be hauled.	\$400	\$1000	\$1000
7(d)	Failure to pay the Municipality compensation for road maintenance within 60 days of haul.	\$400	\$1000	\$1000
8(a)	Failure to complete inspection prior to haul.	\$400	\$1000	\$1000
8(b)	Failure to complete inspection within five (5) days of haul completion.	\$400	\$1000	\$1000
12(b)(i)	Willfully disobeying a suspension order imposed by the Municipality	\$1000	\$5000	\$10,000
12(b)(ii)	Altering the terms of the Agreement without notification by the hauler to the Municipality.	\$400	\$1000	\$1000

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