

BYLAW NO. 8-2025

A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS BETWEEN THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN #63 AND PERSONS HAULING CERTAIN GOODS WITHIN THE MUNICIPALITY.

The Council of the Rural Municipality of Moose Mountain No. 63, in the Province of Saskatchewan enacts 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 Moose Mountain No. 63;
 - h. **"Order"** shall mean an order issued by a Designated Officer;

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:
 - Amount to a payload in excess of two (2) tonnes;
 - Meet the minimum criteria of twenty (20) loads on one route in a seven (7) day period;
 - 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.
4. The Hauler, upon request from the designated officer, shall provide load reports to verify the amount of goods hauled for the time period specified by the municipality.



Failure to do so within a 30-day period shall result in an immediate suspension and a fine as stated in Section 12.

Environmental

5. 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

6. 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. 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 1-2025.

Compensation and Calculation

7. In accordance with sections 12 and 13 of The Municipalities Regulations, the haul road fees are established.
8. The Hauler shall 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.

Cancellation or Suspension

9. The council may, by resolution, cancel the agreement after the dispute resolution process has been exhausted if:
 - a. The Hauler has willfully disobeyed a suspension order imposed by the council;
 - 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 in the agreement.
10. The Rural Municipality of Moose Mountain No. 63 council may, by resolution, suspend the agreement 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 council, reasonably be expected to result in:
 - a. Damage to the haul road; or
 - b. A high risk of:
 - Property damage; or
 - Personal injury to the public.
11. A resolution to cancel or suspend the agreement is appealable pursuant to section 22.1 of the Act.



Enforcement and Penalties

12. A Hauler contravening any provisions of the bylaw with four or more offences shall be guilty of an offence and liable upon summary conviction to the penalties provided in the Rural Municipality of Moose Mountain No. 63's General Penalty Bylaw.

Coming Into Force

13. This Bylaw shall come into force and effect on its final passing.

[Redacted Signature]

Reeve

Read a first time this 10th day of December, 2025.

Read a second time this 14th day of January, 2026.

[Redacted Signature]

Administrator

Read a third time and adopted this 14th day of January, 2026.



[Redacted Signature]

Reeve

Certified a True Copy of Bylaw no. 8-2025

[Redacted Signature]

Administrator

Adopted by Resolution of Council on the 14th

Day of January 2026

**SCHEDULE A
ROAD MAINTENANCE AGREEMENT**

Rural Municipality of Moose Mountain No. 63

AGREEMENT NO. _____

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Moose Mountain No. 63
(hereinafter called the "Municipality")

- and -

"Hauler"
(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 "B".
- 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:

Oil – Emulsion – CO2 – Salt Water – Fresh Water – ILO By-products

Sand – Gravel – Clay – Rock – Commercial Agricultural Products and By-products

within the specified timeframe of January 1, _____ to December 31, _____;

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

(roads listed are herein 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 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:

Primary Weights on "Clearing the Path" Corridors and; _____

Secondary Weights on All Other Municipal Roads. _____

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 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;
 - 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 South East Transportation Planning Committee 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 30 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 an annual 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, as per Schedule D, and

Inspections

8. Both Parties shall appoint a representative to inspect the haul roads prior to commencement of the haul to establish the condition of the road.
9. As the Agreement is continuous in nature, the representatives shall inspect the road at the request of either party, for the purpose of determining that the conditions of this Agreement respecting restoration of the road have been satisfied.

Special Provisions

10. Each party shall agree to the following special provisions:

This Agreement does not allow the hauling operations on any banned (weight restricted) road. A special permit may be obtained for a banned road at the discretion of the Road Ban Committee.

Dispute Resolution

11. Both Parties can initiate the dispute resolution process established in *The Municipalities Act* at any time.
12. 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 9. 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.
13. Only after attempts to resolve the dispute(s), in accordance with section 12 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):

No longer hauling material; _____

No longer in business. _____

14. 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

15. 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:

R.M. of Moose Mountain No. 63
Christie Hislop, CAO
PO Box 445
Carlyle, SK
S0C 0R0
Phone: (306)453-6175 Email: rm63@sasktel.net

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

Name: _____

Address: _____

Phone: _____

Email: _____

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

16. Delivery of communication under section 15 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

17. The Agreement shall be in effect from January 1, _____ to December 31, _____ and may be extended by the Agreement of the Parties.

Agreed this _____ day of _____, 20 _____.

For *R.M. of Moose Mountain No. 63*



Reeve



CAO

For **"Hauler"**

President or other person designated

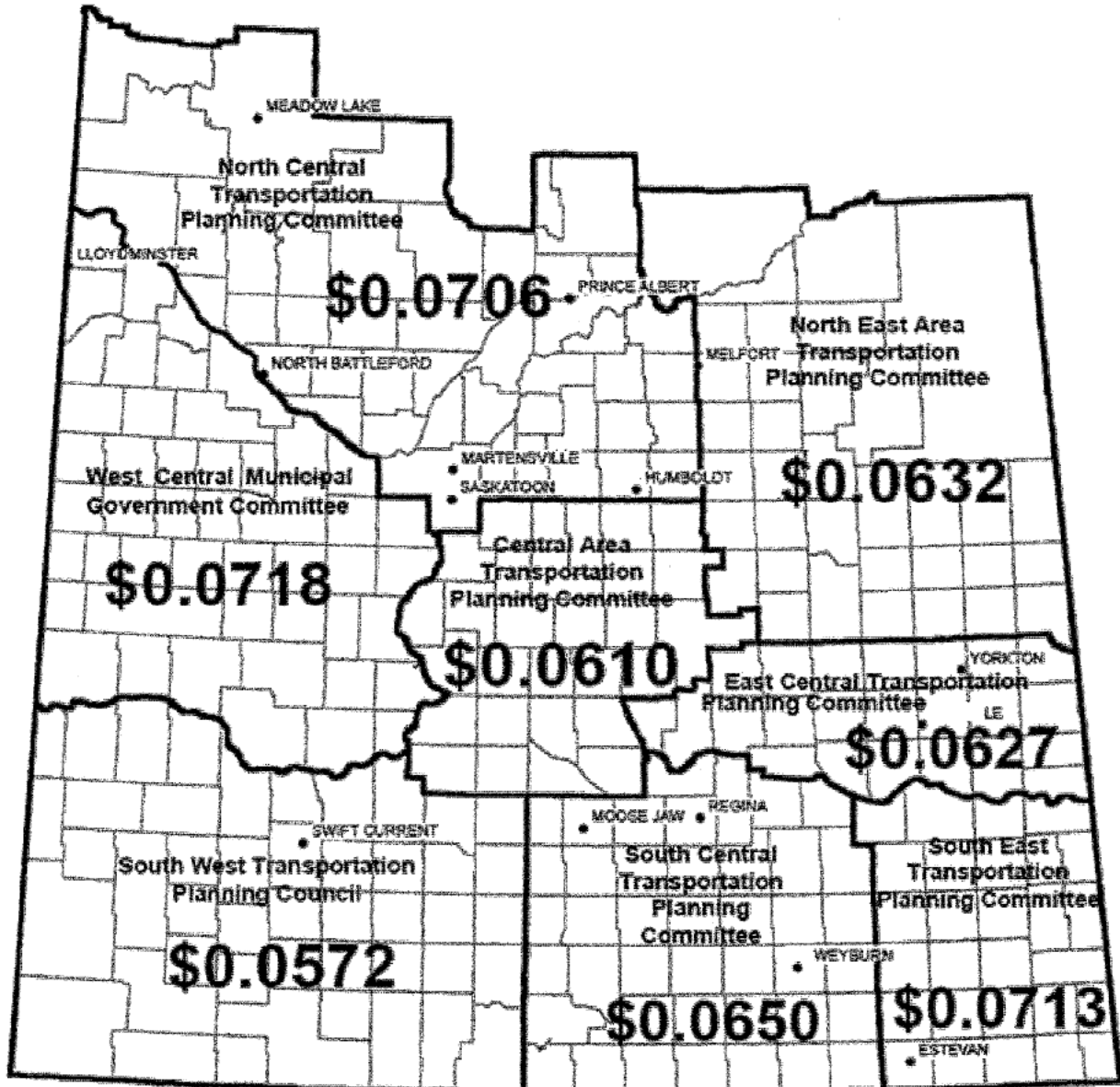
Secretary/Treasurer or Witness



Schedule B

2026 and 2027 Municipal Road Maintenance Agreement Regional Rates Per Tonne Per Kilometre

¹Pursuant to Section 12.1 of *The Municipalities Regulations*

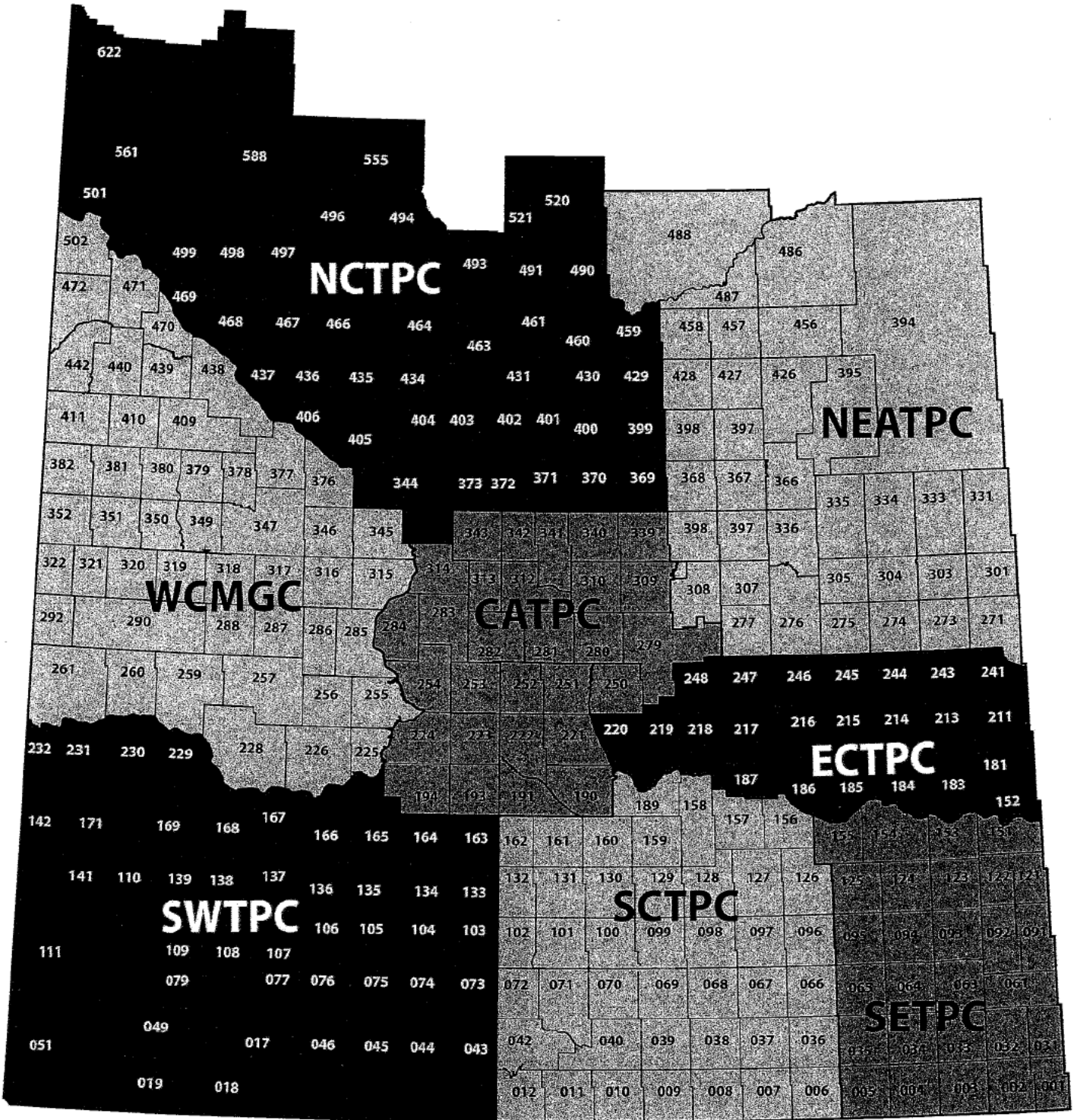


Although the Ministry of Government Relations has exercised all reasonable care in the compilation, interpretation and production of this map, it is not possible to ensure total accuracy and all persons who rely on the information contained herein do so at their own risk. The Ministry of Government Relations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

Schedule C

Area of Transportation Planning Committee - Rural Municipalities Map



RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63

SCHEDULE D

AGREEMENT NO. _____

CALCULATON FORM FOR ROAD MAINTENANCE AGREEMENTS

Month of: _____ Company: _____

Current Rate Schedule - Summer Rates - (March 16th to November 14th)
- Winter Rates - (November 15th to March 15th)

ROAD MAINTENANCE

\$0.0713 per tonne/kilometre
\$0.1212 per cubic metre/kilometre
\$0.0575 per cubic yard/mile

"NOTE: Winter Rates Are 1/2 of Summer Rates"

******* Complete Either Summer or Winter Rate Calculation *******

SUMMER RATES

_____ Tonnes x \$ 0.0713 x _____ Kilometres = \$ _____
_____ Cubic Metres x \$0.1212 x _____ Kilometres = \$ _____
_____ Cubic Yards x \$0.0575 x _____ Miles = \$ _____

WINTER RATES

_____ Tonnes x \$ 0.03565 x _____ Kilometre = \$ _____
_____ Cubic Metres x \$0.0606 x _____ Kilometre = \$ _____
_____ Cubic Yards x \$0.0288 x _____ Miles = \$ _____

TOTAL ROAD MAINTENANCE PAYABLE: \$ _____

(Please remit a copy of this form with the calculated payment to the municipality by the **end** of each month)

I Declare The Above Statement To Be True And Correct: _____
Contractor

Please photocopy as needed.