



## **RM OF PLEASANT VALLEY NO. 288**

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## **RM of Pleasant Valley No. 288**

### **Road Maintenance & Road Haul Fees Policy**

#### **POLICY STATEMENT**

That as per Section 22 of *The Municipalities Act* the Council of the RM of Pleasant Valley No. 288 require any person transporting goods to enter into a maintenance agreement for the municipal roads within the municipality which may likely result in damage as a result of the haul.

#### **BACKGROUND**

Council acknowledges its municipal road infrastructure as its primary asset and strives to account for capital loss and additional maintenance or restoration required as a result of intensive haul activity. Within the RM of Pleasant Valley No. 288 are numerous gravel pits, including some that are municipal owned or leased. In Council's opinion, hauling of goods from these pits are likely to result in damage to the municipal roads and form the basis for this policy.

Agriculture commodities such as grain or livestock, and accessory products, such as fertilizer, are considered normal agriculture practices and are deemed as regular road use within the municipality. The use of municipal roads for regular agriculture purposes, not considered intensive, are not subject to capital loss and additional maintenance fees. Council includes regular agriculture road use practices in the annual review of the municipal mill rate for the entirety of the municipality.

#### **DEFINITIONS**

- a) **'goods'** means materials or commodities such as but not limited to gravel and oil, but excludes all agricultural crops, chemicals or similar;
- b) **'intensive'** means concentrated on a single area or into a short time;
- c) **'hauler'** means a person who wishes to use a municipal road for the transportation or delivery of goods within the municipality;
- d) **'summer haul period'** means a period commencing March 1<sup>st</sup> in one year and ending on November 30<sup>th</sup> of the following year;
- e) **'winter haul period'** means a period commencing December 1<sup>st</sup> in one year and ending on February 28<sup>th</sup> of the following year;
- f) **'road maintenance agreement (RMA)'** means a duly signed agreement between a hauler and the municipality, and outlines the conditions by which a hauler is permitted to haul goods on specified municipal road(s).

## POLICY

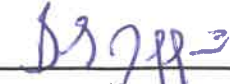
1. All haulers of goods greater than 40 tonnes (52 yards) are required to enter into a Road Maintenance Agreement (RMA) with the municipality, attached as Appendix A, prior to the commencement of any hauling.
2. Upon the municipality becoming aware of a hauler who refuses to enter into an RMA and who continues to conduct hauling activities, shall serve notice on this person or organization that such agreement is required either by personal service or registered letter. Under *The Municipalities Act* it is considered unlawful for any person to ship or cause any goods to be shipped, or receive delivery of goods by transportation on any municipal road in the municipality without an RMA after being served notice.
3. The municipality shall erect and maintain appropriate signage along its boundaries of main haul routes to advise all motorists and haulers traveling within the municipality of the requirement of an RMA.
4. Due to RM staff conducting ongoing and concurrent maintenance of municipal roads and its availability of equipment, the municipality shall maintain and restore (as required) the municipal roads to which the agreement applies, and as such the hauler shall pay to the municipality the costs for such maintenance. Pursuant to Section 12.1 of *The Municipalities Regulations* Municipality adheres to the regional rates provided by the Ministry of Government Relations for the West Central Municipal Government Committee.
5. The Hauler shall provide the municipality with the license plate number and description of all vehicles and trailers that will be hauling.
6. For the purpose of protecting public interest:
  - a. At the expense of the hauler, Dust Controls should be applied for hauls occurring in the summer with a level of hauling activity which would be considered a nuisance or potential hazard:
    - i. At any adjacent occupied residences or business which are within 100 metres of the centerline of the haul road;
    - ii. At any location along a haul route where road dust may be dangerous to public safety;
    - iii. At any other location deemed necessary by the municipality.
  - b. All hauling operations must be conducted so as to minimize interference with traffic on haul roads;
  - c. All hauling shall abide by the appropriate weight restrictions as established by the Ministry of Highways or the municipality;
  - d. All hauling shall abide by the municipal (heavy truck) speed limit of 60 km/hr at all times, regardless of whether the vehicle is loaded or empty; and

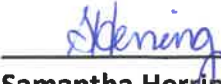
- e. No hauling shall take place between the hours of 10:00pm and 6:00am or any time on Saturdays, Sundays and Statutory Holidays unless authorized in advance by the municipality in writing.
7. Hauling during wet conditions is strictly prohibited, unless authorized in advance by the municipality in writing.
8. If severe road damage occurs which is directly attributable to the hauling operation, the municipality reserves the right to negotiate the costs of the damage with the hauler. If an agreement cannot be reached, a professional engineer or contractor will be asked to assess the damage and their assessment shall be binding.
9. Under the authority of *The Municipalities Regulations* the Council may establish a Road Committee by resolution at a regular or special meeting of Council who may issue an order if, due to inclement weather or unfavorable road conditions, the use of the road in the manner prohibited by the order, would in the opinion of the Road Committee, reasonably be expected to result in damage to the road or a high risk of property damage or personal injury.

*The Municipalities Regulations* shall govern the issuance, management and cancellation of such orders by an established Road Committee.

10. In the case of any disputes arising out of a RMA, the matter shall be resolved as follows:
  - a. A senior staff member representing the hauler shall meet with the Reeve and Administrator of the municipality to discuss the matters;
  - b. The hauler and municipality may allow other individuals to attend such dispute meeting, as deemed necessary;
  - c. If the Dispute cannot be resolved, the Parties shall engage the services of a professional mediator whose decision shall be legally binding;
  - d. During the course of dispute resolution, the hauler shall cease hauling operations; and
  - e. The parties shall be equally responsible for the cost of a mediator.
11. IF any person contravenes the terms and conditions of this policy or an established RMA, under the authority of The Municipalities Act the Council may apply to a judge of the court for an order requiring the person to comply or cease all contravening activities.
12. All persons retain the right to appeal any decision of the Council to the Saskatchewan Municipal Board.

Dated at Rosetown, Saskatchewan this 16<sup>th</sup> day of November, 2023.

  
Blake Jeffries, Reeve

  
Samantha Herring, Administrator



- 3.2 For the purposes of this agreement the summer haul period shall be from March 1 to November 30 and the winter haul period shall be from December 1 to March 15.
- 3.3 The Hauler shall not exceed a maximum speed of **60 kilometers per hour on or over Municipal roads** and shall only haul Monday through Saturday 7:00 a.m. to 9:00 p.m..
- 3.4 The hauler is required to supply Dust Control in front of yard sites when the haul is in excess of 5,000 yards. The hauler is required to supply additional applications every 10,000 yards after the initial application.

#### 4. **COMPENSATION AND CALCULATION**

4.1 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.

4.2 The Hauler shall:

- a) 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.
    - \* **Tonnes** hauled per load: \_\_\_\_\_
    - \* **Total** estimated number of loads: \_\_\_\_\_
  - The distance hauled, in **kilometres**, represented as "D" in the Compensation Formula.
    - \* **Distance** of haul: \_\_\_\_\_ km
  - 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 West Central Government Committee, of **.0568 for summer months and .0284 for winter months**, 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.
- e) Make payment for compensation in subsection 4(c) at a rate of one-half the calculated amount if hauling takes place during the winter haul period, between **December 1 and March 15**.

## **5. UNDEVELOPED ROADS**

- 5.1 The Hauler shall be responsible to maintain and repair the undeveloped roads to such a standard that those requiring to use the roads may do so with safety at speeds of up to 60 kilometres per hour.
- 5.2 At the completion of the haul, the Hauler shall restore the undeveloped roads to the condition in which they were before the haul, unless otherwise agreed to by the RM.
- 5.3 The Hauler shall not exceed a maximum speed to 60 kilometres per hour on or over the undeveloped roads.

## **6. GENERAL REQUIREMENTS**

- 6.1 The Hauler shall repair any bridges, culverts or other structures damaged as a result of the bulk haul or, alternatively, pay to the RM the cost of doing so. In the latter event, such sum shall be due within 30 days of the RM advising the Hauler of the costs incurred.
- 6.2 The Hauler shall conduct the bulk haul in such a manner as to minimize any interference with others using the roads.
- 6.3 Upon the request of the RM, the hauler shall provide the municipality with a Performance Bond or Irrevocable Letter of Credit, in the amount of \_\_\_\_\_ issued by a surety company acceptable to the municipality, obtained with respect to the possibility of severe structural damage to the road as a result of the proposed haul. The Performance Bond/Irrevocable Letter of Credit may be returned to the hauler following the completion of a Road Condition Assessment at the end of the haul by the RM Foreman authorizing no permanent structural damage has resulted because of the proposed haul.
- 6.5 **Notwithstanding any other provisions of this agreement, the hauler shall suspend bulk haul during periods of inclement weather when the roads are, in the opinion of the RM, susceptible to structural or surface damage. Travel over 10 tonne on RM roads is restricted to -10 Degrees Celsius or Colder during the winter months, and dry road conditions only during the spring/summer, and fall months, unless previously approved by an RM official. ABSOLUTELY NO HAULING CAN TAKE PLACE WHEN ROADS ARE BANNED.**

## **7. DEFAULT**

- 7.1 In the event the Hauler either:
  - i) fails to provide dust control as required above; or
  - ii) fails to maintain, repair or restore the undeveloped roads as required above;

the RM, upon giving twenty-four hours notice by phone, fax or e-mail to the

Hauler, may proceed to have the work done at the expense of the Hauler.

- 7.2 The Hauler shall be required to pay any costs incurred by the RM pursuant to the preceding clause within 30 days of the RM advising the Hauler of the costs incurred.
- 7.3 In addition, in the event the Hauler fails to meet any of its obligations in this agreement, the RM shall have the right to terminate the same.

## **8. DISPUTE RESOLUTION**

- 8.1 Except as provided in clause 6.1, the parties agree that if either of them 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, not later than 30 days following completion of the haul. 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.
- 8.2 In the event the parties are unable to resolve any matter with respect to which notice in writing has been given pursuant to the preceding clause, the matter or matters in dispute shall be submitted to arbitration by a single arbitrator.
- 8.3 In the event that the parties are unable to agree upon an arbitrator within 30 days of the date of notice, either party may apply to the Minister of Government Relations for the Province of Saskatchewan to appoint an arbitrator.
- 8.4 Clause 7.3 does not apply to the Crown or agents of the Crown.
- 8.5 The decision of the arbitrator shall be final and binding on both parties.
- 8.6 The provisions of *The Arbitration Act*, S.S. 1992, c. A-24.1 shall apply to the Appointment of an arbitrator if the Crown or an agent of the Crown is the Hauler or to all arbitration conducted under this section, to the extent that the Act is not inconsistent with the provisions of this agreement.

## **9. GENERAL**

- 9.1 This agreement shall be valid from **date of authorization** to **December 31, 20\_\_\_\_**

9.2 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 or certified mail addressed to:

a) in the case of a notice or communication to the RM:

**Laren Valen – Municipal Foreman – 306 831-7096**

**Samantha Herring–Administrator – 306 882-4030**

**R.M. of Pleasant Valley No. 288**

**Box 2080**

**Rosetown, Sask.**

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

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or to such other address as either party may notify the other in accordance with this section, and if so delivered shall be deemed to have been given when delivered, and if so mailed shall be deemed to have been given on the third business day after the date of mailing except in the case of mail strike or other disruption of postal service in which case it shall be deemed to have been given on the third business day after such strike or disruption ceases.

9.3 This agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof.



**IN WITNESS WHEREOF** the parties hereto have executed this agreement.

**SIGNED, SEALED AND DELIVERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SEAL**

\_\_\_\_\_  
Hauler (Primary Contractor and Subcontractors)

**THE RURAL MUNICIPALITY OF  
PLEASANT VALLEY NO. 288**

**SEAL**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

## APPENDIX B

### TRUCK & TRAILER LISTING

[illegible]

**APPENDIX C  
HAUL DECLARATION**

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (City/Town/Hamlet) (Name of Place)

in the province of \_\_\_\_\_ do solemnly declare:  
(Province)

That during the year 20 \_\_\_\_\_, I hauled \_\_\_\_\_ from the gravel pit located on  
(Yards/Tonnes)  
the \_\_\_\_\_ and I make this solemn declaration, conscientiously  
(Land Location)

believing it to be true and knowing it is of the same force and effect as if made under oath and  
by virtue of the Canada Evidence Act.

\_\_\_\_\_  
Contractor

Declared before me at the \_\_\_\_\_  
of \_\_\_\_\_ in the Province of Saskatchewan,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Saskatchewan.

My commission expires \_\_\_\_\_