

RURAL MUNICIPALITY OF BRITANNIA NO. 502

BYLAW NO. 20-2023

A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS BETWEEN THE RURAL MUNICIPALITY OF BRITANNIA NO. 502 AND CONTRACTORS HAULING AGGREGATE OR CLAY WITHIN THE MUNICIPALITY

The Council of the Rural Municipality of Britannia No. 502 in the Province of Saskatchewan enacts as follows:

1. This bylaw may be cited as the "Road Maintenance Agreements Bylaw";
2. In this bylaw, "Aggregate" includes rock, stone, sand, and other material in excess of 105 microns (.0004 inches) in diameter;
3. In this bylaw, "Clay" means an earthy material that is plastic when moist but hard when fired, that is composed mainly of fine particles of hydrous aluminium silicates and other minerals, and that is used for brick, tile, pottery and fill material;
4. Contractors hauling aggregate within the Rural Municipality of Britannia No.502 shall be required to enter in an agreement as authorized under *Section 22 (1) of the Municipalities Act*. Agreement is attached to this Bylaw and identified as Schedule "A";
5. That all contractors shall be informed by registered mail or personal service pursuant to Section 22(2) of *The Municipalities Act* of their requirement to enter into a road maintenance agreement;
6. Any contractor, who contravenes any section of this bylaw, will be subject to the penalties outlined in 381 of *The Municipalities Act*;
7. That this bylaw shall come into force and take effect on January 1, 2024; and
8. That Bylaw 04-2023 is hereby repealed when this bylaw comes into force.



[Redacted Signature]

Reeve

[Redacted Signature]

Administrator

Read a first time this 13 of December 2023.

Read a second time this 13 day of December 2023.

Read a third time this 13 day of December 2023.

Bylaw 20-2023 Schedule "A"

Road Maintenance Agreement

Agreement No. _____

Rural Municipality of Britannia No. 502
Box 661
4824 47 Street
Lloydminster, SK
S9V 0Y7

And

Contractor: _____

Mailing Address: _____

WHEREAS the contractor wishes to use municipal roads for the purpose of transporting goods and materials that are significant in nature; the Council of the Rural Municipality of Britannia No. 502 (The Municipality) requires the contractor to enter in a road maintenance agreement pursuant to *Section 22 of the Municipalities Act*.

THE PARTIES AGREE AS FOLLOWS:

- 1. The municipality shall allow the contractor to haul product along the roads located: *(please provide exact routes)*

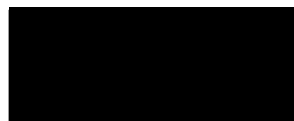
- 2. The contractor shall before commencing a haul, estimate the total quantity of goods and materials to be hauled on the haul roads and pay to the municipality as a **compensation for road maintenance** to the haul roads a sum equal to the estimated total quantity times a rate of:

a. SECONDARY HAUL RATES

	SECONDARY HAUL RATE <i>GST ADDITIONAL</i>
Maintaining and Restoring Municipal Roads and Shortening Lifespan Caused by Hauls	\$0.0615 per tonne/ km
TOTAL	\$0.0615 per tonne / km

b. PRIMARY HAUL RATES

	PRIMARY HAUL RATE <i>GST ADDITIONAL</i>
Maintaining and Restoring Municipal Roads and Shortening Lifespan Caused by Hauls	\$0.12 per tonne/ km
TOTAL	\$0.12 cents per tonne / km



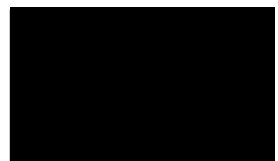
Bylaw 20-2023 Schedule "A"

3. For short term hauls, the contractor shall pay the compensation in Section 2 within 60 days of the completion of the haul, based on verified quantities in Schedule "B".
4. For on going hauls, the contractor shall pay the compensation in Section 2 on a monthly basis, based on verified quantities in Schedule "B".
5. If severe road damage, bridge damage, culvert damage or other structure damage occurs which is directly attributable to the hauling operation, the contractor shall make payment for compensation for repairs to the municipality within 60 days.
6. The contractor shall be responsible for the cost of dust control adjacent to occupied residences on routes and dust control will be required at council discretion if the safety of the travelling public becomes questionable due to excessive dust.
7. The municipality shall maintain the roads in a reasonable state of repair.
8. All loaded vehicles shall use only the route listed above in Section 1.
9. At the time of execution, the contractor shall provide the municipality with the license number of all vehicles that will be hauling product in the accordance with this agreement.

Please list License Plate Number(s) Below:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. The contractor may haul weight limits, as stated in the *Weight and Dimension Regulations of the Highways and Transportation Act*. Weights exceeding secondary highway weights are prohibited unless a Municipal Overweight Transportation Permit has been issued by Roadata.
11. Upon request, the contractor shall provide load reports to verify the amount of goods or commodities hauled for the period specified by the municipality. Failure to do so within a 30-day period shall result in an immediate suspension.
12. If either party is of the opinion that the other party has not complied with any terms within this agreement, that party shall be given written notice from the other party. In the absence of a written notice pursuant to this clause, the agreement shall be deemed to be properly completed and no action may be taken by either party respecting or in breach of this agreement.
 - a. In the event the parties are unable to resolve any complaints, with respect to which notice in writing has be given pursuant to Clause 12, a single arbitrator shall submit the matter(s) in dispute to binding arbitration.
 - b. The decision of the arbitrator shall be final and binding for both parties.
 - c. The provisions of the Arbitration Act, 1992 shall apply to the appointment of an arbitrator if the crown or an agent of the crown is the hauler or to all arbitrators conducted under this section, to the extent that the Act is not inconsistent with provision of the agreement.
13. If the contractor breaches any part of this agreement, the municipality reserves the right to cancel the agreement.
14. This agreement shall be valid until December 31st of the year issued but shall not include the spring period as part of the Spring Road Restrict program as ordered by the Saskatchewan Ministry of Highways.



Bylaw 20-2023 Schedule "A"

Agreed this _____ day of _____, 20____.

Contractor:

X _____
President or Owner

Printed Name

X _____
Witness

Printed Name

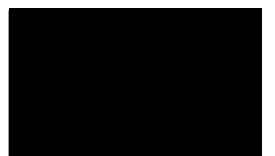
Rural Municipality of Britannia No. 502

Reeve

Administrator

[SEAL]

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Bylaw 20-2023 Schedule "B"
Haul Declaration
 Road Maintenance Agreement

I, _____ of the _____, of _____
 in the province of _____ do solemnly declare that:

1. During the month(s) of _____, 20____ I hauled the following commodities over municipal road allowances under the road maintenance agreement issued by the Rural Municipality of Britannia No. 502 and agree that the Mileage Allocation Sheet is filled correctly.

Please Circle: Secondary Rate (\$0.0615) or Primary Rate (\$0.12)

Agreement No. _____

Commodity: _____

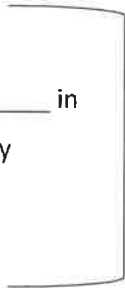
Quantity: _____

Mileage Allocation Sheet

# Total Kms	# Total Tonnes	Fee	Total	GST	Remittance

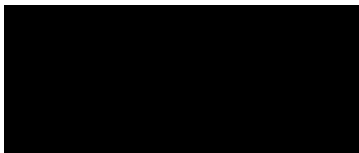
2. I make this solemn declaration, conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath and by virtue of *The Canada Evidence Act*.

Declared before me at the _____ of _____ in
 the province of Saskatchewan this _____ day
 of _____, 20____



 Contractor/Owner

*A Commissioner for Oaths in and for the
 Province of Saskatchewan*
 My commission expires _____



Bylaw 20-2023 Schedule "C"

HAUL ROAD INSPECTON FORM

To be filled out by R.M

R.M of Britannia No.502	Pre / Post Haul Road Inspection (circle one)
Contract No.	Date:

Contractor:
R.M. Reps:
Contractor Reps:

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.

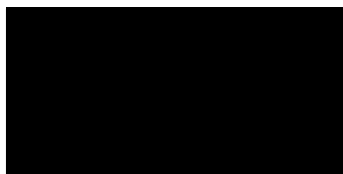
Dust Control: Not Required: _____ Required: _____ Type: _____

Road Bans: No: _____ Yes: _____ % _____ Axle: _____

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

Description of Road: (Note: 1 yard³/mile = 0.475m³ /km) & (1.0m³/km=201 yard³/mile)

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



Bylaw 20-2023 Schedule "C"

From km	To km	Gradeline Hi/Med/Low/Nil	Crown ~ % X-Slope	Ride Smooth, Rough, ect.	Conditions/comments

Drainage Structures:

Km	Approx. Cover	Culvert Size & Type	General Conditions	Photo No.	Associated Drainage, Other Comments

Pre-Hauling 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:

