



Incorporated

R.M. of Frenchman Butte No. 501

POLICY TITLE Municipal Permanent Road Closure Policy		ADOPTED BY RM Council Resolution No. 2024-01-24-008 EFFECTIVE DATE January 24, 2024	POLICY NO. 300-21
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501	Amended: Rescinded:	Resolution No. Resolution No.

1.0 PURPOSE:

Whereas the Council of the Rural Municipality of Frenchman Butte No. 501 shall establish a clear and consistent process for permanently closing roads within the RM of Frenchman Butte.

2.0 DEFINITIONS:

- 2.1. **Council:** Refers to the governing body of the RM of Frenchman Butte No. 501
- 2.2. **Road Closure:** The process of legally terminating public access to a road, street, or road allowance.
- 2.3. **Ratepayer:** An individual or entity that pays taxes or fees to the RM of Frenchman Butte.
- 2.4. **Public Notice:** Official communication to inform the public about the proposed road closure.
- 2.5. **Bylaw:** A law passed by the council of the RM of Frenchman Butte.
- 2.6. **Crown Roads:** Roads where the title is vested in the Crown.
- 2.7. **Non-Crown Roads:** Roads where the title is not vested in the Crown.
- 2.8. **Affected Parties:** Individuals, groups, or entities potentially impacted by the road closure.

3.0 SCOPE:

- 3.1. This policy applies to all streets, roads, and road allowances within the RM of Frenchman Butte, whether titled to the RM or the Crown.

4.0 PROCESS FOR CLOSURE:

4.1. Initial Request and Assessment:

4.1.1. Receipt of Closure Request: Upon receiving a formal application for road closure, the council conducts an initial review to determine its completeness and adherence to policy requirements.

4.1.2. Criteria for Assessment: The council assesses the necessity of the road for public use, its current condition, and relevance to future planning needs.

4.2. Public Engagement and Impact Analysis:

4.2.1. Public Hearing Announcement: Schedule and announce a public hearing to gather community input on the proposed closure.

4.2.2. Impact Analysis: Conduct an in-depth analysis of the proposed closure's impact on traffic, access to properties, public safety, and local businesses.

4.3. Community and Stakeholder Consultation:

4.3.1. Public Hearing: Facilitate a public hearing allowing affected parties and the general public to present their views and concerns.

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4.3.2. Stakeholder Engagement: Consult with key stakeholders, including emergency services, public transport authorities, and local businesses.

4.4. Comprehensive Review by Council:

4.4.1. Consideration of Input: The council considers all input received from the public hearing and stakeholder consultations.

4.4.2. Balancing Interests: Weigh the benefits of the closure against potential drawbacks, focusing on community interests and strategic municipal objectives.

4.5. Decision Making:

4.5.1. Council Deliberation: The council deliberates on the closure, taking into account public opinion, the road's significance, and alignment with municipal policies.

4.5.2. Formal Vote: The council votes on the proposed road closure.

4.6. Implementation Strategy:

4.6.1. Operational Plan Development: If approved, develop a detailed plan for closing the road, including timelines and necessary arrangements for traffic rerouting and signage.

4.6.2. Infrastructure Adjustments: Implement any necessary infrastructure changes, such as adding barriers or modifying adjacent roads.

4.7. Legal and Regulatory Compliance:

4.7.1. Bylaw Passage: Enact a bylaw to legally formalize the road closure.

4.7.2. Compliance with Regulations: Ensure the closure complies with all relevant local, provincial, and federal regulations.

4.8. Post-Closure Monitoring and Evaluation:

4.8.1. Monitoring Plan: Establish a plan to monitor the effects of the closure on traffic patterns, community feedback, and safety.

4.8.3. Evaluation and Adjustments: Regularly evaluate the closure's impact and make adjustments if necessary to address unforeseen issues or community needs.

4.9. Documentation and Reporting:

4.9.1. Record-Keeping: Maintain detailed records of the closure process, including public hearing transcripts, council meeting minutes, and decision rationale.

4.9.2. Reporting to Community: Provide regular updates to the community and other stakeholders about the closure's status and effects.

4.10. Appeals and Revisions:

4.10.1. Appeal Process: Outline a process for appeals against the closure decision.

4.10.2. Provisions for Revisions: Establish criteria and procedures for revising or reversing the closure decision if required in the future.

5.0 APPLICATION PROCESS FOR ROAD CLOSURE (AS PER SCHEDULE A):

5.1. Submission of Application:

5.1.1. Eligible Applicants: Ratepayers or interested parties in the RM of Frenchman Butte.

5.1.2. Application Requirements: The application must include:

5.1.2.1. Detailed justification for the road closure.

5.1.2.2. A precise description of the road section proposed for closure.

5.1.2.3. Supporting documents, which may include traffic impact analyses, environmental assessments, or letters from affected stakeholders.

5.2. Application Review:

5.2.1. Initial Assessment: The RM council conducts a preliminary evaluation to ensure the application is complete and meets the basic criteria for consideration.



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5.2.2.Key Considerations: The council examines factors such as:

- 5.2.2.1.** The necessity of the road for public use.
- 5.2.2.2.** Its impact on traffic patterns and public accessibility.
- 5.2.2.3.** Potential effects on adjoining properties and the local community.

5.3. Application Fee:

- 5.3.1.**Cost Coverage: Applicants are required to pay a non-refundable fee to cover the costs associated with processing the application.
- 5.3.2.**Additional Expenses: Depending on the complexity of the application, additional charges for services like surveying, legal consultation, or compensation for affected parties might be applicable.

6.0 ADVERTISING REQUIREMENTS:

6.1. Public Notice:

- 6.1.1.**Publication Method: A public notice must be published in a local newspaper and on the RM of Frenchman Butte's official website.
- 6.1.2.**Notice Period: The notice should be published at least 30 days before the council meeting where the closure will be discussed.
- 6.1.3.**Content of Notice: The notice must include:
 - 6.1.3.1.** A clear description of the proposed road closure. including the specific section of the road.
 - 6.1.3.2.** The date, time, and location of the council meeting.
 - 6.1.3.3.** Information on how the public can submit comments or objections.

6.2. On-site Signage:

- 6.2.1.**Visibility and Placement: Signage indicating the proposed road closure must be placed visibly at the site of the road section proposed for closure.
- 6.2.2.**Signage Content: Signs should include a brief description of the proposal, contact information for inquiries, and details about the public consultation process.

6.3. Notification of Affected Parties:

- 6.3.1.**Identification of Affected Parties: Adjacent landowners and other parties who may be directly impacted by the closure should be identified.
- 6.3.2.**Direct Notification: These parties must be notified directly, either through mail, email, or personal delivery, about the proposed closure and the upcoming public hearing.
- 6.3.3.**Notification Content: The notification should include specifics of the proposed closure, details on how they can participate in the decision-making process, and whom to contact for more information.

6.4. Public Hearing Announcement:

- 6.4.1.**Communication of Hearing Details: Details about the public hearing, including its purpose, timing, and location, should be included in all advertisements and notifications.
- 6.4.2.**Opportunities for Public Input: The announcement should clearly state how the public can provide input, such as through written submissions, online feedback forms, or in-person at the hearing.

6.5. Accessibility of Information:

- 6.5.1.**Online Accessibility: All relevant documents, including the closure application, impact assessments, and public submissions, should be accessible on the RM's website.
- 6.5.2.**Physical Copies: Upon request, physical copies of these documents should be made available at the RM's office or other public venues.



POLICY TITLEMunicipal Permanent Road Closure Policy**7.0 COUNCIL DECISION AND IMPLEMENTATION:****7.1. Decision-Making Process:**

- 7.1.1. Council Deliberation: Following public hearings and review of all submitted materials, the council deliberates on the road closure application.
- 7.1.2. Consideration Factors: The decision is based on a comprehensive evaluation of factors such as public feedback, the impact on local traffic and community, alignment with municipal plans, and legal requirements.
- 7.1.3. Voting: The council votes on the application in a formal council meeting.

7.2. Communication of Decision:

- 7.2.1. Official Notification: The decision, along with detailed reasoning, is communicated in writing to the applicant and other key stakeholders.
- 7.2.2. Public Announcement: A summary of the decision and its rationale is published on the RM's website and, if necessary, in local newspapers for broader public awareness.

7.3. Legal and Administrative Processing:

- 7.3.1. Bylaw Enactment: If the decision is to close the road, a bylaw formalizing the closure is drafted and passed.
- 7.3.2. Documentation: All legal documents pertaining to the road closure are prepared, including amendments to road maps, re-zoning (if applicable), and updating public records.

8.0 CONDITIONS FOR CLOSURE:**8.1. Eligibility for Closure:**

- 8.1.1. Non-Crown Roads: Roads not vested in the Crown may be closed at the discretion of the council, subject to the conditions outlined in this policy.
- 8.1.2. Crown Roads: For roads where the title is vested in the Crown, closure is contingent upon the council's determination of the road's non-necessity for public use and obtaining consent from the minister responsible under The Highways and Transportation Act 1997.

8.2. Consideration of Public Interest and Use:

- 8.2.1. Public Usage Evaluation: Assess the current and anticipated future use of the road by the public. Roads vital for community access or emergency routes should generally not be closed.
- 8.2.2. Alternative Routes: Ensure there are adequate alternative routes for traffic, especially for essential services.

8.3. Impact on Local Community and Environment:

- 8.3.1. Community Impact Assessment: Evaluate how the closure will affect local residents, businesses, and the overall community.
- 8.3.2. Environmental Considerations: Assess any potential environmental impacts, including effects on local ecosystems and wildlife corridors.

8.4. Infrastructure and Maintenance Considerations:

- 8.4.1. Road Condition: Consider the current condition and maintenance costs of the road. Roads in poor condition or requiring significant investment for upkeep may be more suitable for closure.
- 8.4.2. Future Development Plans: Align the closure decision with long-term municipal planning and development strategies.





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9.0 COMPENSATION AND CONSENTS:

9.1. Compensation to Affected Parties:

9.1.1. Basis for Compensation: Compensation for any damages or adverse effects caused by the road closure will be determined as outlined in Sections 13(6)-(8) of "The Municipalities Act".

9.1.2. Judicial Involvement: In instances where compensation cannot be mutually agreed upon, judicial involvement may be sought to ascertain fair compensation.

9.1.3. Identification and Assessment: Identify individuals, businesses, or entities adversely affected by the closure, and assess the impact, including access loss, decreased property value, or business disruptions.

9.1.4. Negotiation and Agreement: Engage in negotiations with affected parties to reach agreements on compensation, aiming for fair and mutually agreeable solutions.

9.2. Consent from Relevant Authorities:

9.2.1. Requirement for Consent: As per Section 13(11) of "The Municipalities Act", obtain necessary consents from various authorities, particularly when closing roads that connect to other jurisdictions.

9.2.2. Crown Roads Consent: For roads vested in the Crown, secure consent from the responsible minister under The Highways and Transportation Act 1997.

9.2.3. Regulatory Compliance: Ensure all closures comply with applicable local, provincial, and federal regulations.

9.3. Consultation with Utility and Service Providers:

9.3.1. Service Impact Identification: Identify utilities and services potentially impacted by the road closure.

9.3.2. Securing Agreements: Obtain agreements or consents from affected service providers to ensure no disruption of essential services.

9.4. Easement and Right-of-Way Considerations:

9.4.1. Respect for Existing Easements: Uphold existing easements and rights-of-way, ensuring closure does not infringe on these legal arrangements.

9.4.2. Easement Adjustments: If necessary, negotiate adjustments to easements, with fair compensation and mutual agreement from all parties.

10.0 LEGAL REQUIREMENTS AND DOCUMENTATION:

10.1. Legal Framework:

10.1.1. Municipalities Act Compliance: Ensure compliance with Section 13 of The Municipalities Act, which outlines the procedure for the closure of streets or roads, including requirements for public notice and obtaining consent from the minister responsible under The Highways and Transportation Act 1997.

10.1.2. Highways and Transportation Act: Adherence to The Highways and Transportation Act 1997, particularly when dealing with Crown roads, ensuring that the road is no longer needed for public use and obtaining necessary ministerial consent.

10.1.3. Zoning Compliance: Review and comply with zoning regulations as outlined in the Zoning Bylaws of the Rural Municipality of Frenchman Butte, ensuring closures align with zoning district requirements and do not conflict with existing land use.

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11.0 SIGNAGE:

11.1. Signage Requirements (As per Section 15 of The Municipalities Act):

- 11.1.1. Design and Strategic Placement of Signs: Signs designed to clearly indicate the road closure are placed at strategic locations leading to and at the closure site. The design complies with local road signage regulations.
- 11.1.2. Content of Signs: Signs include:
 - 11.1.2.1. Notification of the road closure.
 - 11.1.2.2. Effective date of the closure.
 - 11.1.2.3. Alternative routes, if available.
 - 11.1.2.4. Contact information for further inquiries.
- 11.1.3. Pre-Closure Signage Installation: Signs are installed well in advance (suggested: at least 30 days prior) to inform regular users and residents.
- 11.1.4. Duration of Signage Post-Closure: Signs remain in place for an extended period (6 months to 1 year) to inform infrequent travelers.

12.0 SPECIAL PROVISIONS:

12.1. Lease and Sale Agreements:

- 12.1.1. Continued Access: Ensure that lease and sale agreements for closed roads maintain continued access to all land parcels, particularly for emergency services and utilities.
- 12.1.2. Adherence to Existing Easements: Respect and uphold any existing easements or rights of way, ensuring that they are not hindered by the closure.

12.2. Adjacent Land Use:

- 12.2.1. Exemptions for Adjacent Owners: Allow for exemptions where parts of a street or road adjacent to private land can be leased or sold to the owner of the adjoining private land, under specific conditions.
- 12.2.2. Integration into Adjacent Properties: Procedures for integrating the closed road sections into adjacent properties, ensuring proper land use and zoning compliance.

12.3. Environmental Considerations:

- 12.3.1. Impact Assessment: Require an environmental impact assessment for closures that may affect sensitive areas, wildlife habitats, or ecological balance.
- 12.3.2. Mitigation Measures: Outline required measures to mitigate any negative environmental impacts caused by the road closure.

12.4. Cultural and Historical Preservation:

- 12.4.1. Protection of Significant Sites: Identify and protect any culturally or historically significant sites in the vicinity of the closure.
- 12.4.2. Consultation with Local Communities: Engage with local communities or indigenous groups if the closure impacts culturally significant areas.

12.5. Public Utilities and Infrastructure:

- 12.5.1. Relocation and Adjustment: Address the need for relocation or adjustment of public utilities and infrastructure affected by the closure.
- 12.5.2. Coordination with Utility Providers: Ensure coordination and communication with utility providers for a smooth transition.

12.6. Emergency Access:

- 12.6.1. Emergency Routes: Establish alternative emergency routes to compensate for the closed road, ensuring that response times are not adversely affected.
- 12.6.2. Notification to Emergency Services: Inform and coordinate with emergency service providers about the closure and alternative arrangements.

12.7. Future Development Considerations:

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12.7.1. Long-term Planning Alignment: Ensure that road closures align with long-term urban planning and development goals of the RM.

12.7.2. Reassessment Clause: Include a clause allowing for reassessment of the closure in light of future development or changes in land use patterns.

12.8. Accessibility Concerns:

12.8.1. Access for People with Disabilities: Ensure that the closure does not adversely affect accessibility for people with disabilities.

12.8.2. Provisions for Alternate Accessibility: Provide alternative access solutions where necessary to maintain accessibility standards.

12.9. Appeals and Grievances:

12.9.1. Appeals Process: Outline a clear process for appeals or grievances related to the closure, ensuring transparency and fairness.

12.9.2. Stakeholder Consultation: Establish a platform for ongoing consultation with stakeholders who may be affected by the closure.

12.10. Economic Impact Analysis:

12.10.1. Business Impact Assessment: Conduct an assessment of the closure's impact on local businesses and provide support or compensation where necessary.

12.10.2. Economic Mitigation Strategies: Develop strategies to mitigate any negative economic impacts on the local community.

13.0 APPROVAL, AMENDMENTS, AND REVOCATION:

13.1. Documentation of Approval:

13.1.1. Issuance of Certificate of Approval: Upon approval, a Certificate of Approval is issued, outlining the specifics of the closure.

13.1.2. Public Record: The approval and its details are entered into public records.

13.1.3. Notification to Stakeholders: All affected parties, including adjacent landowners and public services, are formally notified of the council's decision.

13.1.4. Filing with Relevant Authorities: The approval documentation is filed with necessary government bodies, such as the Ministry of Highways or land titles office.

13.2. Amendments to Approved Closures:

13.2.1. Initiation of Amendment: An amendment can be initiated by the council, the original applicant, or a significant number of affected stakeholders.

13.2.2. Submission of Amendment Proposal: The party seeking the amendment submits a detailed proposal outlining the reasons for the amendment and its expected impact.

13.2.3. Public Notice and Engagement: Similar to the initial approval process, public notice is given, and a hearing may be scheduled to discuss the proposed amendment.

13.2.4. Council Review and Assessment: The council reviews the amendment proposal, considering new information and the impact of proposed changes.

13.2.5. Decision on Amendment: The council votes on the amendment proposal. Approval of the amendment requires a majority vote.

13.3. Revocation of Approval:

13.3.1. Grounds for Consideration: A road closure approval may be considered for revocation if there are substantial changes in circumstances, non-compliance with the terms of approval, or significant unforeseen adverse impacts.

13.3.2. Initiation of Revocation Process: The process can be initiated by the council, a petition from affected stakeholders, or as a result of compliance monitoring and review.

13.3.3. Submission of Revocation Proposal: A detailed proposal for revocation, outlining the reasons and evidence supporting the need for revocation, is submitted to the council.



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13.3.4. Public Notice and Engagement: Similar to the original approval process, a public notice is issued, and a hearing may be scheduled to allow for community input on the proposed revocation.

13.3.5. Review and Assessment: The council reviews the proposal, considering the current situation, the impact of the road closure since implementation, and input received from the public hearing.

13.3.6. Council Decision: The council deliberates and votes on the revocation. A decision to revoke requires a majority vote.

14.0 APPEALS:

14.1. Right to Appeal:

14.1.1. Eligibility: Define who can file an appeal (e.g., affected property owners, applicants).

14.1.2. Notification: Inform the relevant parties of their right to appeal at the time the road closure decision is communicated.

14.1.3. Valid Grounds: Appeals must be based on grounds such as procedural errors, misinterpretation or misapplication of the policy, or new evidence that could significantly alter the decision.

14.2. Appeal Submission Process:

14.2.1. Format of Appeal: Require a written appeal, including the appellant's contact information, specific decision being appealed, and a detailed reason for the appeal.

14.2.2. Submission Deadline: Set a clear deadline for appeal submission, typically within 30-60 days from the decision date.

14.2.3. Submission Method: Provide a specific address or online portal for submitting the appeal.

14.3. Appeal Review Process:

14.3.1. Receipt Acknowledgment: Acknowledge receipt of the appeal to the appellant.

14.3.2. Review by Designated Body: Assign a neutral committee or board to review the appeal. This body should not include members who were part of the original decision-making process.

14.3.3. Objective Evaluation: Review the appeal against the policy's guidelines and criteria.

14.3.4. Hearing Arrangement: If required, organize a formal hearing where the appellant can present their case. Provide guidelines on the hearing's format, participant roles, and expectations.

14.4. Decision on Appeal:

14.4.1. Deliberation and Decision: The reviewing body deliberates and makes a decision on the appeal, considering all presented information and policy guidelines.

14.4.2. Communication of Decision: Communicate the decision and its rationale to the appellant and other relevant parties in writing.

14.4.3. Implementation of Decision: If the appeal is upheld, take appropriate steps to amend the road closure decision in accordance with the appeal findings.

15.0 DOCUMENTATION AND REPORTING:

15.1. Documentation of the Closure Process:

15.1.1. Application Records: Maintain comprehensive records of all road closure applications, including submitted documents, correspondence, and applicant details.

15.1.2. Council Meeting Minutes: Document discussions and decisions made during council meetings related to road closures, highlighting key points, votes, and rationales.

15.1.3. Public Notices and Communications: Archive copies of all public notices, announcements, and community communications issued regarding road closures.

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15.1.4. Hearing Records: Keep detailed records of public hearings, including transcripts, attendee lists, and summaries of public input.

15.2. Reporting of Decisions and Actions:

15.2.1. Decision Reports: Prepare formal reports on each road closure decision, including the assessment process, final decision, and reasons behind it.

15.2.2. Action Taken Reports: For each closed road, compile a report detailing the actions taken to implement the closure, such as signage installation, infrastructure modifications, and notifications to public services.

15.3. Monitoring and Evaluation Reports:

15.3.1. Post-Closure Monitoring: Conduct and document regular monitoring of closed roads, assessing aspects like impact on traffic, community feedback, and safety issues.

15.3.2. Evaluation Reports: Periodically evaluate the effectiveness of road closures and document findings, offering insights into policy performance and areas for improvement.

15.4. Stakeholder Feedback and Engagement Records:

15.4.1. Feedback Documentation: Record feedback received from the public and stakeholders regarding road closures, including responses and resolutions to issues raised.

15.4.2. Engagement Activity Records: Document community engagement activities such as meetings, forums, or surveys conducted in relation to road closures.

15.5. Amendments and Revisions Documentation:

15.5.1. Record of Amendments: Document any amendments to road closure decisions, including reasons for changes and details of the revised decision.

15.5.2. Policy Revision Records: Maintain records of any revisions made to the road closure policy itself, including the rationale and council approvals.

15.6. Compliance and Legal Documentation:

15.6.1. Regulatory Compliance Records: Keep records demonstrating compliance with legal and regulatory requirements, including environmental assessments, zoning regulations, and permits.

15.6.2. Legal Challenges and Resolutions: Document any legal challenges or disputes related to road closures, along with their outcomes and resolutions.

15.7. Accessibility and Archiving:

15.7.1. Public Accessibility: Ensure that key documents are accessible to the public, either online or through requests, while respecting privacy and confidentiality where necessary.

15.7.2. Archiving Process: Implement a systematic archiving process for long-term storage and retrieval of road closure documents.

16.0 REPEALING:

16.1.1. This policy shall be administered and interpreted by the CAO; however, this policy cannot be amended without Council approval.

16.1.2. This policy replaces all previous policies and resolutions that have been passed by the Council of the Rural Municipality of Frenchman Butte No. 501 with respect to the application of any and all parts of this policy and the terms and conditions contained herein.

16.1.3. This policy shall come into force and take effect on January 24, 2024, and shall continue in full force and effect until repealed or replaced by subsequent resolution of Council.



SCHEDULE A

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501 ROAD ALLOWANCE LEASE / PURCHASE APPLICATION FORM

1. Applicant:

Name: _____ Phone: _____

Address: _____ Postal Code: _____

2. Property Information (Legal Description of Adjoining Property):

LSD or 1/4 _____ Sec _____ Twp _____ Rge _____ W _____

Lot(s) _____ Block _____ Registered Plan No. _____

Parcel ID or Land Title Number: _____

3. Request Details:

☐ Lease ☐ Purchase

Description of Road Allowance for Lease/Purchase:

Street/Road Name: _____

Specific Section (if applicable): _____

Approximate Dimensions/Area: _____

4. Justification and Compliance:

Reason for Request: (Please provide a detailed justification for the lease/purchase of the road allowance)

5. Impact on Adjoining Land Use: (Describe how the lease/purchase will integrate with your property and adhere to local zoning compliance)

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6. Existing Easements and Access:

Existing Easements: (Detail any existing easements or rights of way on the road allowance)

Access Provisions: (Explain how continued access to all land parcels, especially for emergency services and utilities, will be maintained)

Supporting Documents (Please attach the following)

- Detailed map or sketch of the area requested for lease/purchase.
- Documentation of current land use and zoning compliance.
- Any other relevant information or supporting documents.

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- 7. Declaration** I/We, the undersigned, hereby apply for the lease/purchase of the road allowance as described above and declare that the information provided is accurate to the best of my/our knowledge. I/We understand that this application is subject to review and approval by the Council of the Rural Municipality of Frenchman Butte No. 501 and agree to comply with all relevant policies and regulations.

Signature of Applicant: _____ **Date:** _____

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- 8. Payment of application fee per road segment:** \$100.00 (fee to accompany this application).

Date

Signature


Return To: Rural Municipality of Frenchman Butte No. 501
Box 180
Paradise Hill, SK S0M 2G0 Phone: 306-344-2034

FOR OFFICE USE ONLY

Fee Received? _____ **General Receipt#** _____

Approved By _____ **Date Approved** _____

****Attach Copy of Permanent Road Closure Fact Sheet**

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RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

Permanent Road Closure Fact Sheet

Overview: This fact sheet provides information for ratepayers interested in leasing or purchasing a road allowance within the Rural Municipality of Frenchman Butte No. 501. Road allowances are sections of land reserved for roadways but may be leased or purchased under certain conditions.

Eligibility:

- Applicants must be ratepayers or entities within the RM of Frenchman Butte.
- The road allowance in question must be adjacent to the applicant's property.

Key Considerations:

- **Continued Access:** Any lease or sale agreement must ensure continued access to all land parcels, especially for emergency services and utilities.
- **Existing Easements:** Applicants must respect and uphold any existing easements or rights of way.
- **Adjacent Land Use:** Leasing or purchasing parts of a street or road adjacent to private land is permissible under specific conditions.
- **Integration into Adjacent Properties:** The road allowance should integrate seamlessly into adjacent properties, ensuring proper land use and zoning compliance.

Application Process:

- **Complete the Application Form:** Fill out all sections of the application form.
- **Attach Supporting Documents:** Include a detailed map or sketch of the area, documentation of land use, and any other relevant information.
- **Submit Application with Fee:** Forward the completed application along with the required fee to the RM office.
- **Review by Council:** The RM council will review the application to ensure compliance with all policies and regulations.

Required Documentation:

- Detailed justification for the lease/purchase.
- A precise description of the road section proposed for lease/purchase.
- Supporting documents (e.g., traffic impact analyses, environmental assessments).

Fees and Charges:

- A non-refundable application fee is required. The amount will be specified by the RM office.
- Additional charges may apply based on the complexity of the application.

Council Decision:

- The RM council deliberates and votes on the application.
- The decision, along with the rationale, will be communicated in writing to the applicant.


Legal and Administrative Processing:

- Upon approval, a bylaw formalizing the lease/purchase is enacted.
- All legal documents related to the road closure are prepared and filed accordingly.

Appeals:


- Decisions are subject to appeal. Applicants will be informed of their appeal rights upon communication of the decision.

Please Note: This fact sheet is for informational purposes only and is subject to change. Applicants should consult the RM office or their legal advisor for specific guidance.

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Detailed Site Plans

Effective January 24, 2024

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ROAD MAINTENANCE AGREEMENT

Agreement No. 2024-00

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Frenchman Butte No. 501

(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) 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 "C".
- c) "Regulations" means The Municipalities Regulations.

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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)

within the specified timeframe of _____ to _____

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

• _____

As indicated on the attached Schedule D

(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

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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 North Central Transportation Planning Committee, 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 15th and March 15th; and
- f) Inspect the roadway every 30 days to determine if damage has been done and will give the Municipality notice of necessary repairs within 10 business days.
- g) Submit volumes and kilometres hauled within 10 days of the completion of the haul so the municipality can invoice fees and hauler shall pay the invoice within 60 days

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 Schedule 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 monthly inspections.

Special Provisions

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

- a) The Hauler may be required to pay for dust control for residences close to haul road.
- b) The Hauler is to Immediately cease hauling if the temperature is above -6 degrees Celsius.
- c) The Hauler is not exceed the speed of 60 km/h.

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- d) The Hauler must ensure "truck turning" or similar signs are erected at important intersections.
- e) The Hauler may clear snow or apply gravel to the gravel haul roads if he deems necessary.

Dispute Resolution

10. Both Parties can initiate the dispute resolution process by


- a) 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.

11. Both Parties shall agree to resolve all dispute(s) through the following process:

- a) Initial Effort to Resolve Dispute: In the event of any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof (collectively, a "Dispute"), the parties shall first attempt to resolve the Dispute through good faith negotiation. This involves direct communication between the parties or their designated representatives, who have the authority to settle such Disputes.
- b) Mediation: If the Dispute cannot be resolved through negotiation within thirty (30) days from the date the Dispute arose, the parties agree to attempt to resolve the Dispute through mediation. The parties will jointly appoint a neutral mediator and shall equally share the costs of the mediation. The mediation process should be completed within sixty (60) days from the date of its initiation, unless mutually extended by the parties.
- c) Arbitration (Optional): If mediation fails to resolve the Dispute, the parties may agree to submit the Dispute to binding arbitration. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, and the place of arbitration shall be [insert location]. The decision of the arbitrator shall be final and binding on the parties, and the costs of arbitration shall be borne as determined by the arbitrator.
- d) Litigation: If neither negotiation, mediation, nor arbitration resolves the Dispute, either party may seek legal recourse through litigation. The Dispute shall be resolved in the courts of [insert jurisdiction], and the parties hereby agree to submit to the exclusive jurisdiction of these courts.
- e) Continued Performance: During the pendency of any Dispute under this agreement, except as may be necessary to protect a party's rights with respect to such Dispute, both parties agree to continue to perform their respective obligations under this agreement.
- f) Confidentiality: All negotiations, mediations, and arbitration proceedings shall be conducted in strict confidence and shall be considered as compromise and settlement negotiations for purposes of applicable rules of evidence.

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 wilfully 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

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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.

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:

Rural Municipality of Frenchman Butte No. 501
Box 180
Paradise Hill, SK
S0M 2G0
306-344-2034

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

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 _____ to _____ and may be extended by the Agreement of the Parties.

Agreed this _____ day of _____, 20 _____.

For Rural Municipality of Frenchman Butte No. 501

on *AK*

SEAL

Reeve


Chief Administrative Officer

For ASL Paving Ltd.

SEAL

Representative of Hauler (print)

Representative of Hauler (signature)

at 

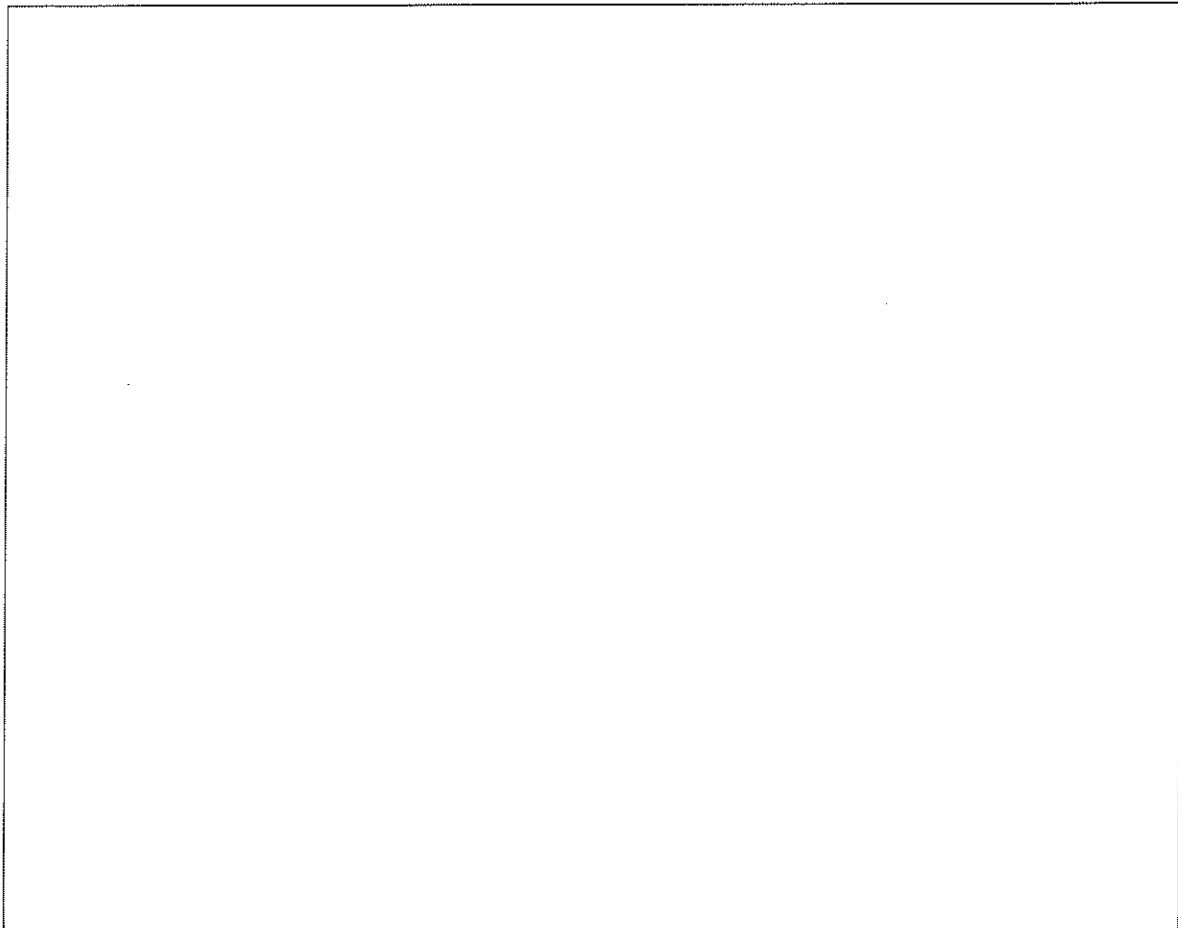
SCHEDULE A

HAUL ROAD INSPECTION FORM

R.M. of Frenchman Butte No. 501	Pre / Post Haul Inspection (Circle one)
Contract No.	Date:
Contractor:	
R.M. Representative(s): (print)	
Contractor Representative(s): (print)	

Sketch of Haul Road:

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



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

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

Description of Road: (Note: 1 yard³ / mile = 0.475 m³ / km) & (1.0 m³ / km = 2.1 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)

Description of Cross Section:

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

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Drainage Structures:

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

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

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

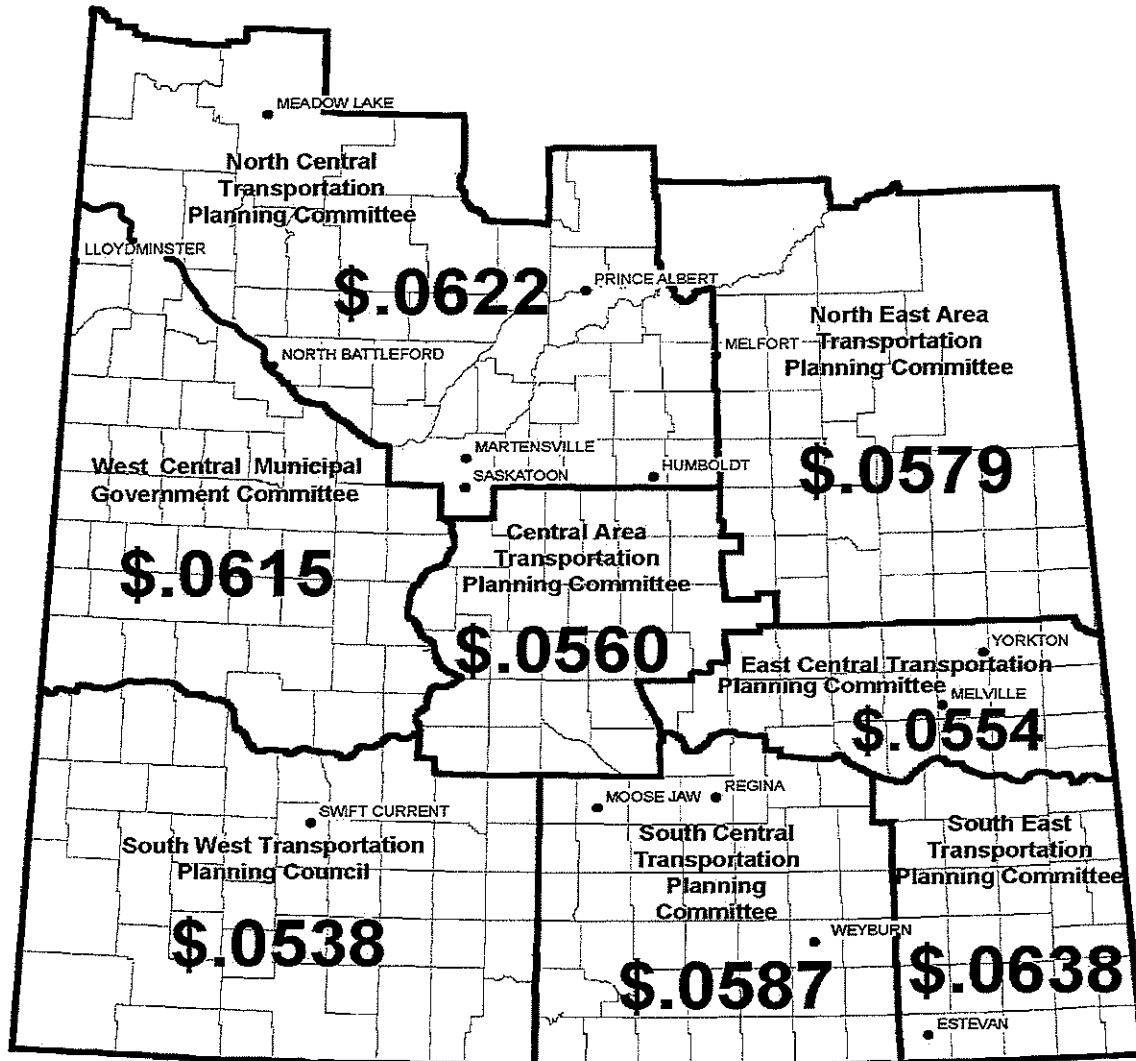
Pre-Haul Inspection		Post-Haul Inspection	
R.M. Rep. Signature	Date:	R.M. Rep. Signature	Date:
R.M. Rep. Signature	Date:	R.M. Rep. Signature	Date:
Contractor Rep. Signature	Date:	Contractor Rep. Signature	Date:
Additional Signature	Date:	Additional Signature	Date:

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Schedule B

2024-25 Municipal Road Maintenance Agreement Regional Rates Per Tonne Per Kilometre

¹Pursuant to Section 12.1 of *The Municipalities Regulations*

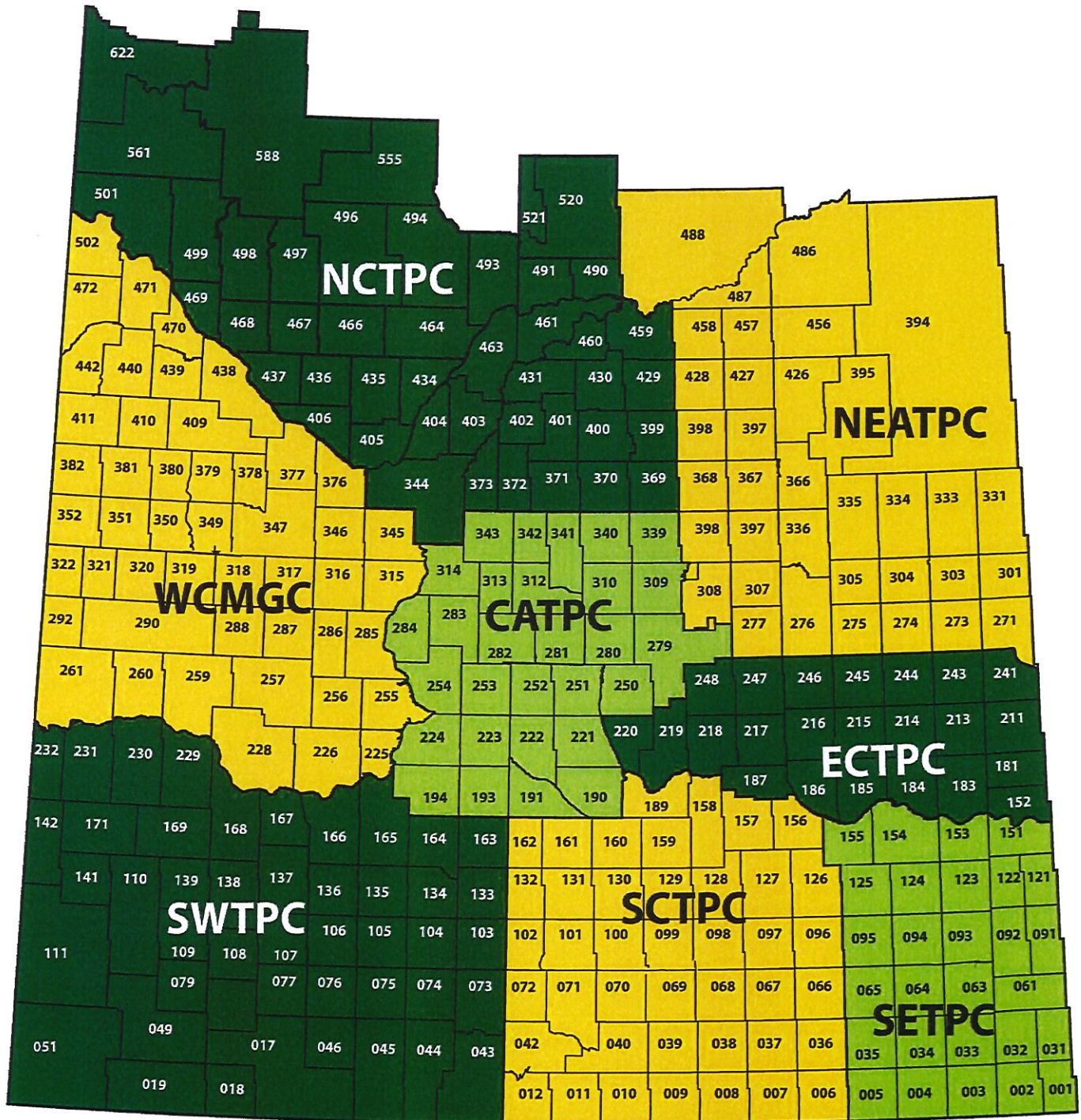


Although the Ministry of Government Relations has exercised all reasonable care in the compilation, interpretation, and production of this map, it is not possible to ensure total accuracy, and all persons who rely on the information contained herein do so at their own risk. The Ministry of Government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

OK *[Signature]*

Area of Transportation Planning Committee - Rural Municipalities Map



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Schedule D

Map of Haul Route

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