Ministry of Labour Relations and Workplace Safety
Occupational Health and Safety
300-1870 Albert Street
Regina, Saskatchewan S4P 4W1

November 5, 2025

Colin Warnecke, Manager of Risk Management
Saskatchewan Association of Rural Municipalities
2301 Windsor Park Road
REGINA SK S4V 3A4

Dear Colin Warnecke:

Re: Exemption from Section 11-2 of
The Saskatchewan Occupational Health and Safety Regulations, 2020
Pursuant to Section 3-85 of *The Saskatchewan Employment Act*

Further to your correspondence regarding the above noted matter, an exemption is granted subject to the conditions stated on the attached exemption form.

We understand that you will forward this exemption to Rural Municipalities who may wish to rely on this exemption. This exemption will only apply to residents contracted by individual Rural Municipalities to remove snow from roads for snow removal, who meet the conditions of this exemption, and who sign an agreement to comply with the conditions set out in this exemption.

Sincerely,

Bryan Lloyd
Executive Director
Occupational Health and Safety Branch

Attachment

EXEMPTION FROM REGULATIONS

BY VIRTUE OF THE PROVISION MADE IN SECTION 3-85 OF *THE SASKATCHEWAN EMPLOYMENT ACT*, AND IN CONSIDERATION OF THE FACT THAT THE SAFETY OR HEALTH OF PERSONS WORKING AT THE PLACES OF EMPLOYMENT OF:

Saskatchewan Rural Municipalities
various locations

WILL NOT BE MATERIALLY AFFECTED AND THAT INTERESTED PERSONS HAVE BEEN CONSULTED, I HEREBY DIRECT:

A Saskatchewan Rural Municipality ("R.M.") is exempt from the requirements of section 11-2 of *The Occupational Health and Safety Regulations, 2020* with respect to the training of municipal residents contracted by an R.M. to remove snow from municipal roads ("snow removal").

SUBJECT TO THESE CONDITIONS:

1. This exemption only applies to municipal residents who are contracted by the R.M. in which they reside to engage in snow removal.
2. The R.M. shall ensure that municipal residents to which this exemption applies are included within the R.M.'s Saskatchewan Workers' Compensation Board insurance coverage.
3. This exemption does not apply to self-employed persons or employers engaged in the business of snow removal.
4. This exemption does not apply to R.M. employees who engage in snow removal in the course of their employment with an R.M.
5. The R.M. shall ensure that the equipment used for snow removal must be owned by the municipal resident. Further, the R.M. shall ensure that this equipment complies with the requirements of *The Vehicle Equipment Regulations, 1987* and *The Occupational Health and Safety Regulations, 2020*, including, but not limited to, being equipped with amber beacons, working head and tail lights, slow-moving signage, and roll-over protective devices and seat belts.
6. The R.M. shall ensure that the equipment used for snow removal by the municipal resident must be in safe working condition, have a clear and unobstructed windshield, and have working wiper blades.
7. The R.M. shall ensure that municipal residents who engage in snow removal must hold a valid Saskatchewan driver's license.
8. The R.M. shall ensure that municipal residents who engage in snow removal must each sign a written agreement with the applicable R.M. that:
    a. the equipment used by the municipal resident for snow removal meets the conditions set out in this exemption;

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b. the municipal resident will shut off the engine of the equipment used for snow removal before performing any maintenance on this equipment while engaged in snow removal operations;

c. the municipal resident is familiar with the roads on which the snow removal takes place, and in particular that the resident has knowledge of the location of steep ditches, intersections, railway tracks, or other hazards that may be present;

d. the municipal resident understands and will comply with all traffic rules relevant to the roadway on which the snow removal is taking place;

e. except in the case of emergency, the municipal resident will not remove snow during periods of low visibility;

f. the municipal resident will carry an operational telephone, radio, or other electronic communication device while engaged in snow removal.

9. A copy of the agreement noted in condition 8 of this exemption must be kept at the office of the applicable R.M., and be readily available for inspection by any occupational health officer.

10. The R.M. shall ensure that a copy of this exemption is given to any municipal resident to whom the exemption applies.

11. The R.M. shall ensure that a copy of this exemption is posted in two conspicuous locations at the place of employment of workers or self-employed persons who are or may be directly affected by this exemption.

AND FOR THIS REASON:

1. The standard of health and safety of any worker will not be materially affected by this exemption.

EXPIRY AND REVOCATION:

This exemption may be revoked by the Director at any time without notice. Unless sooner revoked, this exemption shall expire on November 30, 2028.

Date: November 5, 2025

Bryan Lloyd
Executive Director
Occupational Health and Safety Branch

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SNOWPLOUGH / SNOW BLOWING CONTRACT

BETWEEN: Rural Municipality of Excel No. 71
Box 100
VICEROY, SK S0H 4H0
hereinafter referred to as "the municipality" of the first part

- and -

Name:
Mailing Address:
hereinafter referred to as "the contractor" of the second part

The Municipality agrees:

1. to hire the contractor and his snow removal equipment, described below, to remove snow only from the municipality's roads at the following locations:
2. to maintain a liability insurance policy to provide coverage to the contractor while he is operating his equipment on the municipality roads.
3. to insure the contractor under The Workers' Compensation Act, while he is operating his equipment on the municipality roads.

The Contractor agrees:

1. to supply the following equipment to provide for snow ploughing in the municipality:
   Tractor: Blower:
   and the equipment used to remove snow is owned by a resident of the municipality and the equipment complies with the requirements of *The Vehicle Equipment Regulations, 1987*, *The Occupational Health and Safety Regulations, 2020*, and other laws of Saskatchewan; the snow blowing equipment shall be equipped with amber and blue beacons, working head and tail lights, and other lighting as appropriate, slow moving signage, seat belts, window wiper blades in working order, and, where required, rollover protective device.
2. he shall first obtain approval from the Reeve or a Councillor of the municipality for snow ploughing prior to removing snow from any road in the municipality, and he shall carry a phone, radio or other electronic communication device, in working condition, while blowing snow.
3. to keep his snow removal equipment in a good and safe state of repair and working condition and he shall operate it in a safe manner (passengers must wear seat belts).
4. he is licensed to operate a vehicle and/or snow ploughing equipment on a road and he shall operate his snow removal equipment in a safe and proper manner in accordance with Saskatchewan laws, and will not remove snow during periods of low visibility.
5. he shall operate his equipment in a manner which will not damage a road and he will take precautions to minimize the amount of gravel removed from the road by his snow removal equipment.
6. that when he removes snow from a private road or a farm lane the terms of this agreement do not apply and he will only charge the ratepayer who benefits from the work.
7. he shall insure his operations with liability insurance and his equipment for damage caused by fire, collision or other causes.
8. he shall plough snow on the roadway crossing the uncontrolled railway (railway not on a road allowance) crossings only when a representative of the railway is present Otherwise, snow is to be removed in the railway right-of-way by a hand snow-blower or shovel; he may remove snow over a railway which is located on a municipal road right-of-way.
9. he is familiar with the roads on which he removes snow including the location of steep ditches, intersections, railway tracks or other hazards that may be present.
10. to supply the names of all alternate operators of the equipment:

The Municipality and the Contractor both agree:

1. This contract remains in effect until cancelled by giving the other party a written notice.

DATED this _____ day of _____, 20_____.

_____
Witness

_____
Contractor

R.M. of Excel No. 71

_____Reeve

(SEAL)

_____Administrator

Contractor's Agreement

I _____, a resident of the R.M. of _____ who has been contracted by the R.M. to remove snow from roadways within the R.M. hereby confirm that I have read this exemption and agree to comply with its terms and conditions.

_____ _____

Signature Date:

Print Name: _____