

ROAD MAINTENANCE AGREEMENT

Agreement No. _____

THIS AGREEMENT is made in duplicate;

BETWEEN:

The (*Name of Municipality*) Rural Municipality of Big Arm, No. 251
(hereinafter called the "municipality")

- and -

(hereinafter called the "hauler")

Note: "hauler" means 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. Typically, a hauler may be a shipper, hauler or receiver.

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 council's opinion is likely to result in damage.

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:

- 1 The municipality shall:
 - 1.1 permit the hauler to use the haul roads subject to the terms of this agreement;
 - 1.2 administer this Agreement by providing up to date information that would be subject to review by the parties;
 - 1.3 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*;
 - 1.4 ensure that municipal roads are in a reasonable state of repair;

1.5 continue to apply for any available Government grants for road upgrading.

1.2 The hauler shall:

1.2.1 only haul the following goods and materials:

Gravel, sand, dirt, and other aggregate products.

within the specified timeframe of March 16, 2016 to of November 14, 2016:

(a) on or over the following MUNICIPAL ROADS: (Municipal roads are roads constructed to graded and drained standards). (*Attaching a map may assist in clarifying the road(s) described in the agreement.*)

and

(b) on or over the following UNDEVELOPED ROADS: (Undeveloped roads are roads that may not be in a reasonable state of repair and do not meet municipal road standards i.e. prairie trails, bladed trails). (*Attaching a map may assist in clarifying the road(s) described in the agreement.*)

(roads listed in (a) and (b) are herein referred to as the "haul roads;").

1.2.2 comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;

1.2.3 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;

1.2.4 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 clause 1.2.2. The responsibility of the hauler and municipality with respect to the environmental obligations contained herein shall continue to be enforceable by the municipality notwithstanding the termination of this agreement;

- 1.2.5 conduct the bulk hauling operation so as to minimize interference with other traffic on the haul road;
 - 1.2.6 notify the municipality if any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic;
 - 1.2.7 abide by the following weight restrictions: Secondary weights as defined by the Ministry of Highways on all municipal roadways except the Heavy Haul Corridor (TWP Road270) which is designated a primary weight corridor.
 - 1.2.8 subject to *The Municipalities Act* and regulations, come to an agreement with the municipality to either compensate the municipality for maintenance of the road or maintain and repair the haul roads to a mutually acceptable standard, and to compensate the municipality for capital road loss that results from the haul in either case.
- 1.3 For the purpose of this agreement the Rural Municipality of Big Arm, No. 251, is responsible for maintaining the haul roads to the standard agreed upon by both parties.
- 1.4 If the municipality is responsible for maintenance of the haul roads, the municipality shall:
- 1.4.1 expend, or retain in order to expend in the future, all compensation paid by the Parties, on roadway maintenance work on the roads, or portions thereof, that are indicated in 1.2.1 (a) or (b);
 - 1.4.2 arrange 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.
- 1.5 If the municipality is responsible for the maintenance of the haul roads, the hauler shall:
- 1.5.1 before commencing an on-going haul, estimate the total quantity of goods and materials to be hauled on the haul roads and pay to the municipality **as compensation for road maintenance** to the haul roads a sum equal to the estimated total quantity times a rate of \$0.04031 per cubic yard per mile;
 - 1.5.2 pay the compensation in 1.5.1 within 60 days of the completion of the haul, based on verified quantities. For on-going hauls the compensation in 1.5.1 is to be paid quarterly and will be based on verified quantities;

- 1.5.3 make payment for compensation in 1.5.1 at one-half the rate if hauling takes place during the winter haul period, between November 15th and March 15th;
 - 1.5.4 before commencing an on-going haul, estimate the total quantity of goods and materials to be hauled on the haul roads and pay to the municipality **as compensation for the capital road loss** to the haul roads a sum equal to the estimated total quantity times a rate of \$0.04722/cubic yard/mile;
 - 1.5.5 pay the compensation in 1.5.4 within 60 days of the completion of the haul, based on verified quantities. For on-going hauls the compensation in 1.5.4 is to be paid annually and will be based on verified quantities;
 - 1.5.6 make payment for compensation in 1.5.3 at one-half the rate if hauling takes place during the winter haul period, between November 15th and March 15th
 - 1.5.7 make payment for compensation for repairs of bridges, culverts or other structures within 60 days;
 - 1.5.8 provide dust control at sites as required and requested by the municipality that are located along the designated haul route stipulated in this agreement and on the attached map. If there are multiple haulers utilizing the same roadway then the cost of the dust control may be split between the parties.
 - 1.5.9 inspect the roadway every 7 days to determine if damage has been done and will give the municipality notice of necessary repairs within 7 days.
2. Each party shall agree to the following special provisions (i.e. road conditions, weather, other):
- No hauling shall occur during inclement weather or when road conditions will not allow the haul to continue with such to be determined solely at the discretion and under the direction of the Rural Municipality.
- Speed limit on all municipal roads shall by maintained at no more than 70 KM/Hour.
3. Each party shall appoint a representative for the purpose of this section.
- 3.1 Each party may avail themselves of the dispute resolution process established in *The Municipalities Act* at any time.
 - 3.2 The representatives shall inspect the haul roads together prior to commencement of the haul to establish the condition of the road.
 - 3.3 Within 5 days of completion of the haul, the representatives shall again inspect the road for the purpose of determining that the conditions of this agreement respecting restoration of the road have been satisfied and a release shall be issued by the municipality.

- 3.4 In the case of a continuous haul, the representatives shall inspect the road for the purpose of determining that the conditions of this agreement respecting restoration of the road continue to be satisfied. The parties agree on an acceptable frequency for inspection of 14 days.
- 3.5 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 3.3. 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.
- 3.6 In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 3.5, the matter or matters in dispute shall be submitted to the minister in accordance with *The Municipalities Act*, section 22(4) to have the dispute dealt with through the road maintenance dispute resolution process.
4. 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:

In the case of a notice or communication to the municipality:

Rural Municipality of Big Arm, No. 251, Box 10, Stalwart, SK S0G 4R0
(Name and Address)

In the case of a notice or communication to the hauler:

(Name and Address)

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 fifth business day 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 to have been given on the third business day after such strike or disruption ceases.

5. The agreement shall be in effect from _____ to _____ and may be extended by the agreement of the parties.

Agreed this _____ day of _____, 20 _____.

For the Rural Municipality of Big Arm, No. 251

Reeve/Mayor

S E A L

Administrator

For (*Name of Hauler*) _____

President or Name

Secretary/Treasurer or Witness

SCHEDULE A

HAUL ROAD INSPECTION FORM

R.M. of	No.	Pre / Post Haul Inspection (circle one)
Contract No.		Date:
Contractor:		
R.M. Reps: (print)		
Contractor Reps: (print)		

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 = 0.475 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)

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: