

# ROAD MAINTENANCE AGREEMENT

## Rural Municipality of Big Arm, No. 251

### AGREEMENT NO 01/2024

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Big Arm, No. 251  
(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*.

### **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:

Approved Massive Hauls that have received prior approval from the Municipality within the specified time frame of March 15, 2024 to November 15, 2024.

- b) On or over the following road(s):  
See attached map (Loaded Back Haul)  
(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: Saskatchewan Highways & Transportation Primary Highway weight restrictions/Current weight restrictions at the time of haul.

## 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 Central Area Transportation Region 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) (2024 CATPC Rate-\$0.0560) 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 15 and March 15.
  - f) Inspect the roadway every 14 days to determine if damage has been done and will give the Municipality notice of necessary repairs within 1 day.

## 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 14 days.

### Special Provisions

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

- i. The hauler shall obtain Municipal approval and receive permission on every haul prior to haul occurring as stipulated by “SGI Massive Haul Approvals”.
- ii. The hauler shall ensure the loads are abiding by the current weight restrictions at the time of the haul.
- iii. Speed limit is 60 km/hr
- iv. No hauling during inclement weather – (rain or snow)
- v. The speed limit for all the hauler’s trucks when passing another vehicle and when going past occupied residences will be reduced to 40 km/hr
- vi. The hauler shall supply the municipality with the plate and unit number of all trucks hauling for/under hauler and all other trucks hauling materials out of the gravel pit
- vii. The municipality has the right to close or restrict the use of the haul route for maintenance and repair work or due to inclement weather or unfavourable road conditions which, in the opinion of the RM’s road committee, could result in damage to the road or a high risk of property damage or personal injury to the public
- viii. If the municipality needs to temporarily close or restrict the use of all or any part of the haul route, the municipality will notify the hauler at least 48 hours in advance of the temporary closure unless there is an emergency which required the haul route to be immediately closed or the use restricted.
- ix. In addition, should the temporary closure or restriction last for more than 48 consecutive hours, the municipality shall endeavour to provide the hauler with a temporary alternative haul route, if available.
- x. Supply and apply **prior** to the haul commencing dust control, (contravention of this requirement the RM of Big Arm, No. 251 shall stop the haul), where dust may be dangerous to public safety and/or at other locations deemed by the municipality to require dust control and if deemed necessary the haul will be stopped.  
If multiple haulers then they may split costs amongst themselves at their agreement and discretion.  
Locations requiring dust control include but are not limited to:

---

### Dispute Resolution

10. Both Parties can initiate the dispute resolution process in writing to the other party.

11. Both Parties shall agree to resolve all dispute(s) through the following process: *the use of mediation or arbitration*
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 willfully 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 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, under the following condition(s):
- 

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:  
RM of Big Arm, No. 251 Box 120 Imperial, SK S0G 2J0 1-306-963-2402
  - 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 January 1, 2024 to December 31, 2024.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**For: RM of Big Arm, No. 251**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

**For:** \_\_\_\_\_

\_\_\_\_\_  
President or other person designated

\_\_\_\_\_  
Secretary/Treasurer or Witness

**For:** \_\_\_\_\_

\_\_\_\_\_  
President or other person designated

\_\_\_\_\_  
Secretary/Treasurer or Witness

# SCHEDULE A

## HAUL ROAD INSPECTION FORM

<b>R.M. of</b>	<b>No.</b>	<b>Pre / Post Haul Inspection (Circle one)</b>
<b>Contract No.</b>	<b>Date:</b>	
<b>Contractor:</b>		
<b>R.M. Representative(s):</b> (print)		
<b>Contractor Representative(s):</b> (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.



Subject to Dust Control: Not Required: \_\_\_\_\_ Required: \_\_\_\_\_ Type: \_\_\_\_\_

Subject to Road Bans: No: \_\_\_\_\_ Yes: \_\_\_\_\_ % \_\_\_\_\_ Axle: \_\_\_\_\_

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

Description of Road: (Note: 1 yard<sup>3</sup> / mile = 0.475 m<sup>3</sup> / km) & (1.0 m<sup>3</sup> / km = 2.1 yard<sup>3</sup> / mile)

From km	To km	Type Grid, Farm Access, Trail, etc.	Approx. Gravel Coverage yd <sup>3</sup> /mile or m <sup>3</sup> /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



**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

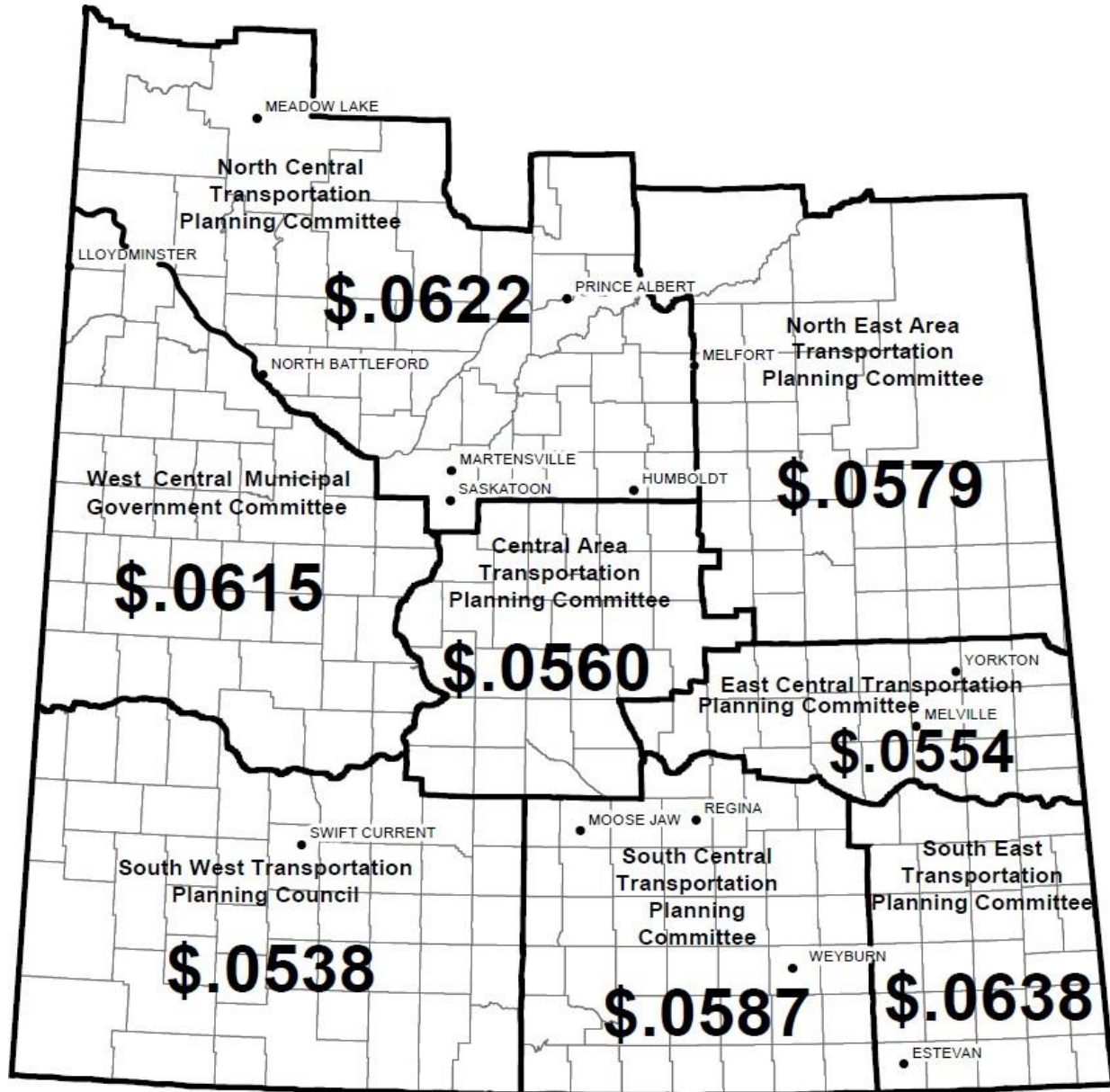
**Follow-Up To Remedial Work (R.M. Approval & Clearance)**

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:

## Schedule B

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

Pursuant to Section 12.1 of *The Municipalities Regulations*



Although the Saskatchewan 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.

MAP PROJECTION IS  
UNIVERSAL TRANSVERSE MERCATOR  
EXTENDED ZONE 13  
NORTH AMERICAN DATUM OF 1983

Base map derived in part from data  
provided by Information Services Corporation  
of Saskatchewan.

# Schedule C

## Area of Transportation Planning Committee – Rural Municipalities Map

