

PO Box 247
Kisbey, Saskatchewan
S0C 1L0
306-462-2010
Email: rm64@signaldirect.ca

ROAD MAINTENANCE AGREEMENT

Agreement No. -2023

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Brock No.64
(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:

- 1.0 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;

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- 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 Limit the speed of haul trucks to a maximum of 60 KM per hour.
- 1.2 The hauler shall:
- 1.2.1 only haul the following goods and materials:
Sand, gravel, rock, dirt, or clay.
 - (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.*)
All roads within the Rural Municipality boundaries, where aggregate will be leaving the Rural Municipality Boundaries. (Ex: load of gravel going to Lampman through R.M. must pay road maintenance; if gravel is going to Arcola from a pit within the boundary there is no road maintenance.)

roads within the boundaries of the Rural Municipality of Brock No. 64 which are not posted with road restrictions signs which prevents the hauling of materials due to weights

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.*)
All roads within the Rural Municipality boundaries
(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;

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- 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 any and all weight restrictions which are in effect at the time of the haul
- 1.2.8 Where the haul is on-going the compensation in clause 1.2.9, is to be paid at the end of each month on verified quantities;
- 1.2.9 Compensation rates to be paid by the hauler to the municipality which include the cost of maintaining and restoring municipal roads and the shortening of the lifetime of the municipal road:

Summer Rates (March 16 to November 14)

- Pursuant to Section 12.1 of The Municipalities Regulations, the rate is 5.46 cents per tonne of load per kilometre.

Winter Rates (November 15 to March 15)

- Pursuant to Section 12.2 of The Municipalities Regulations, the rate is 2.73 cents per tonne of load per kilometre.

The time period of the Summer Rate and Winter Rate periods are subject to change, dependent on applicable road restriction periods.

- 1.3 For the purpose of this agreement The Rural Municipality of Brock of Brock No. 64, 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);

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- 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.
2. Each party shall agree to the following special provisions (i.e., road conditions, weather, other):
- 2.1 This agreement shall be deemed to be continuous in nature or for the duration of the haul as the case may be, but may be reviewed by the municipality on an annual basis or as the need arises
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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 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. 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.
- 3.3 In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 3.3, the matter or matters in dispute shall be submitted to the Saskatchewan Municipal Board in accordance with *The Municipalities Act*, section 22.1 to have the dispute dealt with through the road maintenance dispute resolution process.
- 3.4 In accordance to subsection 15(1) of *The Municipalities Regulations*, each party shall agree to the following dispute resolution process prior to submission of the dispute to the Saskatchewan Municipal Board pursuant to clause 22.1(2)(b) of the Act (i.e., mediation, council appointed committee, other):
- Council as a whole.
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:

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

R.M. of Brock No. 64
PO Box 247
Kisbey, SK
S0C 1L0
Phone: 306-462-2010 email: rm64@signaldirect.ca

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

(Name, Address, and Contact Number)

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 January 1st, 2023 to December 31st, 2023 and may be extended by the agreement of the parties.

Agreed this _____ day of _____, 20 ____.

For The Rural Municipality of Brock No. 64

Reeve Administrator

For (Name of Hauler) _____

President or Name Secretary/Treasurer or Witness