

**R.M. OF CANA NO. 214
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is made in duplicate;

BETWEEN:

("the Hauler" as defined in clause 22(1)(b) of *The Municipalities Act*)

and

Rural Municipality of Cana No. 214
("the Municipality").

Whereas the Hauler proposes to ship, haul, produce or receive goods, equipment or materials over certain public roads within the municipality;

And whereas the transportation of these goods, equipment and/or materials and the movement of any vehicles or equipment required to produce or ship these goods is, in the Municipality's opinion, likely to result in damage to the said roads;

And whereas the council of the Municipality therefore considers it in the public interest to require the Hauler to enter into a road maintenance agreement, as permitted by section 22 of *The Municipalities Act*, ("the Act");

THE PARTIES AGREE AS FOLLOWS:

1. The Hauler shall:

1.1 Haul only the following goods, equipment and/or materials:

1.2 Haul only on the following municipal roads (roads constructed to graded and drained standard) and/or undeveloped roads (roads that may not be in a reasonable state of repair and do not meet municipal road standards i.e. prairie trails, bladed trails etc. – additional maintenance and associated fees may be required) hereinafter called the "haul roads":

1.3 Abide by the following weight restrictions:

Secondary weight limits unless otherwise indicated by the Municipality in writing.

- 1.4 Pay the Municipality the following amounts as compensation to provide for maintenance, restoration and shortening of the lifetime of the haul roads:

Haul Period	Applicable Dates	Applicable Rate
Summer	March 1 – November 30	\$0.0627 Per Tonne Per Kilometer
Winter	December 1 – February 28	\$0.0313 Per Tonne Per Kilometer

- 1.5 Pay the compensation in clause 1.4 within 30 days of the completion of the haul based on verified quantities. For on-going hauls, the compensation in 1.4 is to be paid annually before December 31st.
- 1.6 Conduct the bulk hauling operation so as to minimize interference with other traffic on the haul roads.
- 1.7 Prior to any hauling provide approved dust control in front of occupied residences and any additional locations as determined by the Municipality along the haul route. Should the Hauler fail to provide dust control as required the Municipality will complete the works as a custom work item that shall be paid in full prior to any hauling.
- 1.8 Not exceed a maximum speed of 70 kilometers per hour on or over municipal roads;
- 1.9 Notify the Municipality if any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic. Any detours required are subject to a separate Request for Detour agreement.
- 1.10 Repair any bridges, culverts or other structures damaged as a result of the haul, or, alternatively, pay the Municipality the cost of doing so. In the latter event, the sum shall be due within 30 days of the Municipality advising the Hauler of the costs incurred.
- 1.11 Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment.
- 1.12 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.
- 1.13 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 duties in clause 1.3. 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.

2. The Municipality shall:

- 2.1 Permit the Hauler to use the haul roads subject to the terms of this agreement.
- 2.2 Administer this agreement by providing up to date information that would be subject to review by the parties.
- 2.3 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*.
- 2.4 Ensure that municipal roads are in a reasonable state of repairs.

3. General Requirements:

- 3.1 No hauling shall take place when roads are wet or visibly soft.
- 3.2 The Municipality may suspend the haul during periods of inclement weather when roads may be susceptible to structural or surface damage.
- 3.3 Only the route specified in clause 1.2 shall be used. The Hauler shall not use a different route unless specified in 1.2 when travelling empty.
- 3.4 The Hauler shall be responsible for paying the costs or fees required by the Municipality to bring into effect this agreement from a minimum of \$500.00 to a maximum of \$1,000.00.
- 3.5 Failure to report and/or remit any information or fees required by this agreement, Road Maintenance Fee Policy #300-01 or other legislation may result in suspension of this agreement. Future Road Maintenance Agreements may not be granted until all information has been submitted and all applicable fees and penalties have been paid in full.
- 3.6 Either party may cancel this agreement by notification in writing.
- 3.7 Any notices or communications required or permitted to be given pursuant to this agreement shall be in writing and may be delivered to:

a) in the case of notice or communication to the municipality:

R.M. of Cana No. 214
Box 550 Melville, SK S0A 2P0
Email: rmcana@sasktel.net
Ph: (306) 728-5645 Fax: (306) 728-3807

b) in the case of notice or communication to the Hauler:

4. Dispute Resolution:

- 4.1 Each party shall appoint a representative for the purpose of this section.
- 4.2 The representatives shall inspect the haul roads together prior to commencement of the haul to establish the condition of the road.
- 4.3 Within 5 days of completion of the haul, the representatives shall again inspect the roads for the purpose of determining that the conditions of this agreement respecting restoration of the roads have been satisfied and a release shall be issue by the municipality.
- 4.4 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 4.3. In the absence of written notice pursuant to this clause, the agreement shall be deemed to be properly completed

and not action may be maintained by either party respecting any breach of this agreement.

- 4.5 If written notice is provided pursuant to clause 4.4 the parties shall meet within 30 days in attempts to resolve the dispute.
- 4.6 In the event the parties are unable to resolve the dispute, either party may refer the dispute to the Saskatchewan Municipal Board in accordance with section 22.1 of The Act to have the dispute dealt with through the road maintenance dispute resolution process.

This agreement shall be in affect from _____ to _____ and may be extended by the agreement of the parties.

Agreed this _____ day of _____, 20 _____

THE HAULER:

Hauler (Primary Contractor and Subcontractors) SEAL

THE RURAL MUNICIPALITY OF CANA NO. 214:

Reeve SEAL

Administrator

HAUL ROAD INSPECTION FORM

R.M. of Cana No. 214	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)

Description of Cross Section:

From km	To km	Graseline 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: