

No. _____

ROAD MAINTENANCE AGREEMENT
(Municipality Responsible for Maintenance)

This agreement made in duplicate on the _____ day of _____, 20____ .

BETWEEN:

("the Hauler")

and

Rural Municipality of CANA No. 214
("the RM").

Whereas the Hauler proposes to haul goods and materials over certain public roads within the RM;

And whereas the movement of these goods and materials is, in the RM's opinion, likely to result in damage to the said roads;

And whereas the RM 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*, S.S. 2005, c. M-36.1 ("the Act");

Now therefore the parties hereto agree as follows:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the terms used herein shall have the meanings ascribed to them in the Act and The Municipalities Regulations, S.S. 2006, c. M-36.1, Reg 1 ("the Regulations").

2. PERMISSION TO HAUL

2.1 The Hauler is permitted to haul goods and materials on or over the municipal roads and/or undeveloped roads shown on the map which is Schedule "A" hereto.

2.2 The Hauler shall haul only those goods and materials described in Schedule “B” hereto.

3. MUNICIPAL ROADS

3.1 The RM shall be responsible to maintain and repair the municipal roads to such a standard that those requiring to use the roads may do so with safety at speeds of up to 70 km per hour.

3.2 The Hauler shall pay to the RM the product of (i) the verified total quantity of goods or materials hauled and (ii) the applicable rate.

3.3 The applicable rates are as follows:

Summer Haul Period	Winter Haul Period	Unit
- For the cost of maintaining and restoring the roads the least of:		
\$.0215	\$.01075	/tonne/kilometer,
\$.0383	\$.01915	/cubic meter/kilometer and
- For the shortening of the lifetime of the roads the least of:		
\$.0184	\$.0092	/tonne/kilometer
\$.0327	\$.01635	/cubic meter/kilometer and

3.4 For the purposes of this agreement the summer haul period shall be from March 1 to November 30 and the winter haul period shall be from December 1 to February 28 (or 29).

3.5 The Hauler shall not exceed a maximum speed of 70 kilometers per hour on or over municipal roads.

3.6 The Hauler shall provide dust control at the locations shown on the map attached as Schedule "A".

4. UNDEVELOPED ROADS

4.1 The Hauler shall be responsible to maintain and repair the undeveloped roads to such a standard that those requiring to use the roads may do so with safety at speeds of up to 60 kilometres per hour.

4.2 At the completion of the haul, the Hauler shall restore the undeveloped roads to the condition in which they were before the haul, unless otherwise agreed to by the RM.

4.3 The Hauler shall not exceed a maximum speed to 60 kilometres per hour on or over the undeveloped roads.

5. GENERAL REQUIREMENTS

5.1 The Hauler shall repair any bridges, culverts or other structures damaged as a result of the bulk haul or, alternatively, pay to the RM the cost of doing so. In the latter event, such sum shall be due within 30 days of the RM advising the Hauler of the costs incurred.

5.2 The Hauler shall conduct the bulk haul in such a manner as to minimize any interference with others using the roads.

5.3 The Hauler shall abide by the weight restrictions set out in Schedule "C" hereto.

5.4 Notwithstanding any other provision of this agreement, the Hauler shall suspend the bulk haul during periods of inclement weather when the roads are, in the opinion of the RM, susceptible to structural or surface damage.

6. DEFAULT

6.1 In the event the Hauler either:

(i) fails to provide dust control as required above; or

(ii) fails to maintain, repair or restore the undeveloped roads as required above;

the RM, upon giving twenty-four hours notice by phone, fax or e-mail to the Hauler, may proceed to have the work done at the expense of the Hauler.

6.2 The Hauler shall be required to pay any costs incurred by the RM pursuant to the preceding clause within 30 days of the RM advising the Hauler of the costs incurred.

6.3 In addition, in the event the Hauler fails to meet any of its obligations under this agreement, the RM shall have the right to terminate the same.

7. DISPUTE RESOLUTION

7.1 Except as provided in clause 6.1, the parties agree that if either of them 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, not later than 30 days following completion of the haul. 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.

7.2 If written notice is provided pursuant to clause 7.1, the parties shall thereafter meet as soon as possible with a view of resolving the dispute.

7.3 In the even the parties are unable to resolve the dispute, either party may refer the dispute for resolution in accordance with the road maintenance dispute resolution process provided for in the Act and Regulations.

8. GENERAL

8.1 The Hauler shall be responsible for paying the costs or fees for legal services required by the RM to bring effect to this agreement, of a minimum of \$500.00 to a maximum of \$1,000.00.

8.2 This agreement shall be valid from _____ to _____, excluding the period of Spring Road Restriction, as ordered by the Minister of Saskatchewan Highways and Infrastructure, unless specific authorization is received from the Municipality.

8.3 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:

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

R.M. of Cana No. 214
P.O. Box 550 Melville, SK S0A 2P0
Phone: 306-728-5645 Fax:306-728-3807 email: rmcana@sasktel.net.

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

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 third 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.

8.4 The Hauler may not assign or transfer its rights or obligations under this agreement without the prior written consent of the RM, which shall not be unreasonably withheld.

8.5 This agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

THE HAULER

SEAL

Hauler (Primary Contractor and Subcontractors)

THE RURAL MUNICIPALITY OF
CANA NO. 214

SEAL

Reeve

Administrator

SCHEDULE “A”

Locations requiring dust control include but are not limited to:

Hauler is permitted to use the following municipal roads:

DEVELOPED ROADS:

And/or

UNDEVELOPED ROADS:

SCHEDULE “B”

Only haul the following goods and materials:

SCHEDULE “C”

Abide by the following weight restrictions:

Secondary Weight Limits

- Unless indicated otherwise on attached map

Please see attached map labelled as Appendix “A” that identifies

- **permitted route;**
- **locations that require dust control; and**
- **weight restrictions applicable to subject roads**

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)

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: