

**R.M. OF WILLOWDALE NO. 153
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 Willowdale No. 153
("the Municipality").

WHEREAS:

The Hauler proposes to ship, haul, produce or receive goods, equipment or materials over certain public roads within the Municipality, the movement of which in the opinion of the Municipality is likely to result in road 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 the Municipality pursuant to that section and has control, direction or hire over a bulk haul.

The council of the Municipality therefore considers it in the public interest to require the Hauler to enter into a Road Maintenance Agreement, pursuant to section 22 of *The Municipalities Act*, ("the Act");

The Agreement is made pursuant to and subject to the provisions of *The Municipalities Act* and its regulations.

Definitions

- a) "Bulk Haul" means any single or repeated transportation of good by, to or for a shipper, hauler or receiver, of divisible or non-divisible load, 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*.

THE PARTIES AGREE AS FOLLOWS:

General Matters

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 repairs as defined in Section 343 of *The Municipalities Act*;
- 1.5 Continue to apply for any available grants for road upgrading.

2. The Hauler shall:

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

- 2.2 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”:

Environmental

3. The Hauler shall:

- 3.1 Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment.
- 3.2 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.
- 3.3 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 3.1. 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.

Traffic

4. The Hauler shall:

- 4.1 Conduct the bulk hauling operation so as to minimize interference with other traffic on the Haul Roads.
- 4.2 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.
- 4.3 Abide by the following weight restrictions: Legal Primary Weights.

Compensation and Calculation

5. The Municipality shall:

- 5.1 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 portion thereof, that are indicated in clause 2.2.
- 5.2 Arrange for the engineering, tendering and contracting of roadway maintenance work unless the Municipality conducts all the work itself.

6. The Hauler shall:

- 6.1 Pay the Municipality the following amounts as compensation to provide for maintenance, restoration and shortening of the lifetime of the Haul Roads:

<u>Haul Period</u>	<u>Applicable Dates</u>	<u>Applicable Rate</u>
Summer	March 1 – November 30	\$0.0638 Per Tonne Per Kilometer
Winter	December 1 – February 28	\$0.0319 Per Tonne Per Kilometer

- 6.2 Report and pay the compensation in clause 6.1 on the Calculation Form For Road Maintenance Agreement attached hereto as Schedule “B” within 60 days of the completion of the haul based on the verified quantities. For on-going hauls, the compensation in 6.1 is to be paid annually before December 31st.
- 6.6 Inspect the roadway every 10 days to determine if damage has been done and will give the Municipality notice of necessary repairs within 5 days of the inspection.
- 6.7 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 60 days of the Municipality advising the Hauler of the costs incurred.

Special Provisions

- 7.1 No hauling shall take place when roads are wet or visibly soft.
- 7.2 The Municipality may suspend the haul during periods of inclement weather when roads may be susceptible to structural or surface damage.
- 7.3 Only the route specified in clause 2.2 shall be used. The Hauler shall not use a different route unless specified in 2.2 when travelling empty.
- 7.4 Failure to report and/or remit any information or fees required by this agreement, 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.
- 7.5 Either party may cancel this agreement by notification in writing.

7.6 Provide dust control, if required by the Municipality, at the following locations:

7.7 Not exceed a maximum speed of 80 kilometers per hour on or over municipal roads.

Inspections

- 8.1 Both Parties shall appoint a representative to complete the following inspections and complete The Haul Road Inspection Form attached hereto as Schedule “A”:
- a) Prior to commencement of the haul to establish the condition of the road;
 - b) Within five (5) days of completion of the haul, the representatives shall inspect the road to determine if conditions of this Agreement respecting restoration of the road have been satisfied. If restoration is satisfied, a release inspection report shall be issued by the Municipality;
 - 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 inspections _____.

Communications

9.1 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 Willowdale No. 153
Box 58 Whitewood, SK S0G 5C0
Email: rm153@sasktel.net
Ph: (306) 735-2344 Fax: (306) 735-4495

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

9.2 Delivery of communications under section 9 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.

10. Dispute Resolution

- 10.1 Each party shall appoint a representative for the purpose of this section.
- 10.2 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 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 no action may be maintained by either party respecting any breach of this agreement.
- 4.5 If written notice is provided pursuant to clause 8.1 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 WILLOWDALE NO. 153:

 Reeve SEAL

 Administrator

Schedule "A"

HAUL ROAD INSPECTION FORM

R.M. of Willowdale No. 153	Pre / Post Haul Inspection (circle one)
Contract No.	Date:
Contractor:	
R.M. Repts: (print)	
Contractor Repts: (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	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"
CALCULATION FORM FOR ROAD MAINTENANCE AGREEMENT

RMA No. _____

RURAL MUNICIPALITY OF WILLOWDALE NO. 153

Box 58 Whitewood, SK. S0G 5C0

Phone: 306-735-2344 Email: rm153@sasktel.net

FOR THE YEAR 20 _____

COMPANY: _____

CUBIC YARDS/METERS/TONNES OF MATERIAL HAULED FOR THE YEAR:

SUMMER RATE: (March 1st to November 30th)

\$0.0638/tonne/kilometer

_____ Cubic Tonnes x \$0.0638 x _____ Kilometers = \$ _____
(a)

WINTER RATE: (December 1st to February 28th)

\$0.0319/tonne/kilometer

_____ Cubic Tonnes x \$0.0319 x _____ Kilometers = \$ _____
(b)

TOTAL PAYABLE (Add lines a & b) \$ _____

Kindly remit the calculated payment to the municipality by December 31st

Schedule "C"

AREA TRANSPORTATION PLANNING COMMITTEE (ATPC) REGION MAP



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

MAP PRODUCED BY:
SASKATCHEWAN TRANSPORTATION PLANNING COMMITTEE
EST. 1983 (REV. 11)

Although the Saskatchewan Ministry of Government Services retains all responsibility for the completion, verification, and production of this map, it does not warrant its accuracy and it does not accept any liability for any errors or omissions that may appear hereon. The Ministry of Government Services and the Government of Saskatchewan shall not be liable for any errors, omissions, or inaccuracies that may appear hereon or for any damages, direct or indirect, arising therefrom.

5 Mar 2021 SR 18/2021 s9.