

Agreement # ____-2018

RM of Torch River No.488

2018/19

ROAD MAINTENANCE AGREEMENT

ROAD MAINTENANCE AGREEMENT

Agreement No. ____-2018

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Torch River No. 488
(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. The hauler shall:

1.1 only haul the following goods and materials:

within the specified time frame of January 1, 2018 to December 31, 2018:

- (a) on or over the following MUNICIPAL ROADS: (Municipal roads are roads constructed to graded and drained standards).

As Described in Schedule A

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).

As Described in Schedule A

(roads listed in (a) and (b) are herein referred to as the "haul roads;").

- 1.2 comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
- 1.3 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;
- 1.4 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. 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;
- 1.5 conduct the bulk hauling operation so as to minimize interference with other traffic on the haul road;
- 1.6 notify the municipality if any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic;
- 1.7 abide by the following weight restrictions: Secondary weights on haul roads, unless the hauler obtains an overweight permit with the Municipality.

- 1.8 subject to *The Municipalities Act* and regulations, come to an agreement with the municipality to either compensate the municipality for maintenance of the road or maintain and repair the haul roads to a mutually acceptable standard, and to compensate the municipality for capital road loss that results from the haul in either case.
2. For the purpose of this agreement The R.M. of Torch River, is responsible for maintaining the haul roads to the standard agreed upon by both parties.
3. The hauler shall:
- 3.1 before commencing an on-going haul, estimate the total quantity of goods and materials to be hauled on the haul roads and pay to the municipality **as compensation for road maintenance** to the haul roads:

Summer Haul Period	Winter Haul Period	Unit
\$.0215	\$.01075	/tonne/Kilometer
\$.0383	\$.01915	/cubic meter/Kilometer
\$.04722	\$.02360	/cubic yard/mile

(as set in regulations)

- 3.2 pay the compensation in 3.1 within 60 days of the completion of the haul, based on verified quantities. For on-going hauls the compensation in 3.1 is to be paid quarterly and will be based on verified quantities;
- 3.3 before commencing an on-going haul, estimate the total quantity of goods and materials to be hauled on the haul roads and pay to the municipality **as compensation for the shortening of lifetime of roads** to the haul roads:

Summer Haul Period	Winter Haul Period	Unit
\$.0184	\$.0092	/tonne/Kilometer
\$.0327	\$.01635	/cubic meter/Kilometer
\$.0431	\$.0215	/cubic yard/mile

(as set in regulations)

- 3.4 pay the compensation in 3.3 within 60 days of the completion of the haul, based on verified quantities. For on-going hauls the compensation in 3.3 is to be paid annually and will be based on verified quantities;
- 3.5 For the purpose of this agreement the summer haul period shall be from March 1 to November 30 and the winter haul shall be from December 1 to February 28 (or 29).
- 3.6 make payment for compensation for repairs of bridges, culverts or other structures within 60 days;

- 3.7 pay as compensation for dust control on MUNICIPAL ROADS, a sum equivalent to:
- (a) for hauls of 100,000 tonne kilometres and greater, actual costs incurred by the municipality to a maximum of \$0.01 (one cent) per tonne kilometre;
 - (b) for hauls of less than 100,000 tonne kilometres, actual costs incurred by the municipality to a maximum of \$1,000;

at the following locations:

- 3.8 inspect the roadway every 7 days to determine if damage has been done and will give the municipality notice of necessary repairs within 2 days.

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

- 4.1 The hauler shall not exceed a maximum speed of 70 kilometers per hour on or over municipal roads and 60 kilometers per hour on or over undeveloped roads.
- 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 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.

5. Each party shall appoint a representative for the purpose of this section.

- 5.1 Each party may avail themselves of the dispute resolution process established in *The Municipalities Act* at any time.
- 5.2 The representatives shall inspect the haul roads together prior to commencement of the haul to establish the condition of the road.
- 5.3 Within 5 days of completion of the haul, the representatives shall again inspect the road for the purpose of determining that the conditions of this

agreement respecting restoration of the road have been satisfied and a release shall be issued by the municipality.

- 5.4 In the case of a continuous haul, the representatives shall inspect the road for the purpose of determining that the conditions of this agreement respecting restoration of the road continue to be satisfied. The parties agree on an acceptable frequency for inspection of bi-weekly.
- 5.5 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 5.3. 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.
- 5.6 In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 5.5, the matter or matters in dispute shall be submitted to the minister in accordance with *The Municipalities Act*, section 22.1 to have the dispute dealt with through the road maintenance dispute resolution process.
6. 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:

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

R.M. of Torch River No. 488 Box 40 White Fox, SK S0J 3B0

(Name and Address)

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

(Name, Address and Phone 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.

7. The agreement shall be in effect from January 1, 2018 to December 31, 2018 and may be extended by the agreement of the parties.

Agreed this ___th day of _____, 201__.

For R.M. of Torch River No. 488
(Name of Municipality)

Reeve

Administrator

For: _____

Name of Hauler

Witness