

ROAD MAINTENANCE AGREEMENT No. 2013 - __

THIS AGREEMENT made in duplicate this _____ day of _____, 2013

BETWEEN:

The Rural Municipality of Bone Creek No. 108,
(hereinafter called the "municipality")

AND

(hereinafter called the "hauler")

WHEREAS:

- 1. The hauler wishes to haul goods and materials over certain public roads within the municipality;
- 2. The Council of the municipality requires the hauler to enter into a Road Maintenance Agreement pursuant to Section 22 of *The Municipalities Act*, S.S. 2005, c.M-36.1 ("the Act").

The parties agree as follows:

- 1. The hauler shall:
 - (a) haul the following goods and materials only:
Sand, Gravel, Clay or Rock

on or over the following DEVELOPED MUNICIPAL AND UNDEVELOPED MUNICIPAL ROADS: **Any and all roads within the municipality needed by the hauler in the execution of his/her hauling contract**

(b) within 21 days following the end of each month unless otherwise agreed upon; based on the estimated quantities of goods and materials hauled on the haul roads, pay to the municipality as compensation for providing **extra maintenance and repairs**, a sum equal to the estimated quantities times the applicable rate as follows:

SAND, GRAVEL, CLAY OR ROCK HAULS

SUMMER RATE - (March 1 to November 30)

3.43 cents per cubic yard per mile based on a 15 mile haul (51.45 cents per cubic yard)

WINTER RATE - (December 1 to February 28 (or 29).

1.715 cents per cubic yard per mile based on a 15 mile haul (25.73 cents per cubic yard)

The balances to be paid will be based on verifiable quantities.

(c) within 21 days following the end of each month unless otherwise agreed upon; based on the estimated quantities

of goods and materials hauled on the haul roads, pay to the municipality as compensation for the capital road loss to the MUNICIPAL ROADS, a sum equal to the estimated quantities times the applicable rate as follows:

SAND, GRAVEL, CLAY OR ROCK HAULS

SUMMER RATE - (March 1 to November 30)

2.94 cents per cubic yard per mile based on a 15 mile haul (44.10 cents per cubic yard)

WINTER RATE - (December 1 to February 28 (or 29)

1.47 cents per cubic yard per mile based on a 15 mile haul (22.05 cents per cubic yard)

(d) repair bridges, culverts or other structures damaged as a result of the bulk haul or pay to the municipality its costs of repair within 30 days of written notification of damages.

(e) pay to the municipality; if requested by the municipality, as compensation for dust control, a sum equivalent to actual costs.

- i. adjacent to each occupied residence or business which is within 100 metres of the centerline of the haul road;
- ii. at locations where road dust may be dangerous to public safety; and
- iii. at other locations deemed by the municipality to require dust control.

(f) conduct the bulk hauling operation so as to minimize interference with traffic on the haul road; and

(g) Abide by the following weight restrictions: As prescribed by provincial regulation

2. The municipality shall:

(a) permit the hauler to use the haul roads subject to the terms of this agreement, and

(b) maintain and repair the MUNICIPAL ROADS in a suitable condition to ensure that the users may travel safely and permit speeds of a minimum of 60 km per hour .

(c) maintain and repair UNDEVELOPED ROADS in a suitable condition to ensure that users may travel safely and permit speeds to a minimum of 60 km per hour.

(d) upon completion of the haul, repair gravel and restore the MUNICIPAL ROADS to conditions in which it existed before the haul.

(e) upon completion of the haul, repair and restore UNDEVELOPED ROADS to the condition in which these existed before the haul.

(f) provide for dust control as described in clause (e).

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

This agreement shall be deemed to be continuous in nature, but shall be reviewed by the municipality on an annual basis or as the need arises.

All loads hauled by the hauler shall be paid at the rates expressed in section 1(b) and 1(c) of this agreement and shall be based on an average haul of fifteen (15) miles.

4. (a) Each party shall appoint a representative for the purpose of this section.

(b) The representatives may inspect the haul road together prior to commencement of any haul to establish the condition of the road.

(c) As the agreement is continuous in nature, the representatives shall inspect the road, on the request of either party, for the purpose of determining that the conditions of this agreement respecting restoration of the road, have been satisfied.

(d) 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 c. 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.

(e) In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause (d), the matter or matters in dispute shall be submitted to binding arbitration by a single arbitrator.

(f) In the event that the parties are unable to agree upon an arbitrator within 30 days of the date of notice, either party may apply to the Minister of Government Relations for the Province of Saskatchewan who shall appoint an arbitrator.

(g) Clause (f) does not apply to the Crown or agents of the Crown.

(h) The decision of the arbitrator shall be final and binding on both parties.

(i) The Provisions of *The Arbitration Act*, S.S. 1992, c. A-24.1 shall apply to the appointment of an arbitrator if the Crown or an agent of the Crown is the hauler or to all arbitrations conducted under this section, to the extent that the Act is not inconsistent with the provisions of this Agreement.

5. 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 municipality:

Box 459, Shaunavon, Saskatchewan S0N 2M0 297-2570

(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.

Agreed this ____ of _____, 2013.

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108

Reeve.

Administrator.

Hauler.

**RURAL MUNICIPALITY OF BONE CREEK NO. 108
Box 459, Shaunavon, Saskatchewan S0N 2M0
PH: (306) 297-2570 FAX: (306) 297-6270**

CALCULATION FORM FOR ROAD MAINTENANCE AGREEMENT

FOR THE MONTH OF _____, 20__ .

COMPANY: _____

***** Complete Summer or Winter Rate section, but not both *****

CUBIC YARDS OF SAND/GRAVEL/ROCK/CLAY HAULED FOR THE MONTH:

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

_____ Cubic Yards X 95.55 Cents (51.45 + 44.10) = \$_____ (a)

OR

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

_____ Cubic Yards X 47.78 Cents (25.73 + 22.05) = \$_____ (b)

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

Kindly remit a copy of this form, with the calculated payment to the municipality, as per the terms of agreement.