

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made in duplicate; January 1, 2017.

BETWEEN:

The Rural Municipality of Blaine Lake No. 434

(Hereinafter called the “municipality”)

- AND -

(Hereinafter called the “hauler”)

WHEREAS:

The hauler wishes to haul goods and materials over certain public roads within the municipality;

The council of the municipality requires the hauler to enter into a Road Maintenance Agreement pursuant to Section 22 of The Municipalities Act, 2005.

THE PARTIES AGREE AS FOLLOWS:

The hauler shall:

1. Haul the following goods and materials only:

Gravel – including rock, stone, sand and other material in excess of .105 microns in diameter on or over the following **MUNICIPAL ROADS:**
(Municipal roads are roads constructed to graded and drained standards).

S 26, 25-42-7 W 3rd M.
E 25 and 36-42-7 W3rd M.;
E 15 and 22-42-7 W3rd M.; and

on or over the following **UNDEVELOPED ROADS:**
(Undeveloped roads are roads not meeting municipal road standards egg: prairie trails, bladed trails).

Nil
2.

(a) With regards to the road S 25,26 -42-7 W3rd M., E 25,36-42-7 W3rd M., maintain the haul road by repairing and gravelling as per Council’s discretion as required during the haul period to ensure a road surface that allows all users to travel safely and permits speeds of 80 km per hour.
(b) With regards to the road E 15,22-42-7W3rd M., maintain the haul road by repairing and gravelling as per Council’s discretion as required during the haul period to ensure a road surface that allows all users to travel safely and permits speeds of 60 km per hour.
(c) Hauler must compensate Allrock Hauling for maintaining the road of E 15, 22-42-7 W3rd M.
3. **Contractor provides dust control for:**

(a) The residents located at SE 36-42-7; NW 24-42-7; NW 23-42-7; for a minimum application of 500 meters;
(b) At locations where road dust may be dangerous to public health and safety;

(c) At locations deemed by council, in the following manner:

➤ ***Cost of dust control will be allocated to each hauler based on volume of haul.***

4. Conduct the bulk hauling operation so as to minimize interference with traffic on the haul road; and in intense hauls, be prepared to provide additional dust control (water truck).
5. Pay the fees (which are to be reported in Metric Tonne (MT) outlined in Section 5 and 6 of the Road Maintenance and Restoration

Agreement Regulations which are:

- a) pay to the municipality for the cost of maintaining and restoring municipal roads **AND** the shortening of lifetime of the Municipality on the amount as follows:

**SUMMER HAUL (March 16, 2016 – November 14, 2016)
@ 3.45 cents per kilometer;**

**WINTER HAUL (January 1, 2016 – March 15, 2016;
November 15, 2016 – December 31, 2016)
@ 1.725 cents per kilometer.**

- b) In the event the fees outlined in Sections 5 and 6 of the Road Maintenance and Restoration Agreement Regulations 1990 are amended, the above rates will be amended accordingly;
 - c) **SUBMISSION** of extraction fees:
 @\$0.086 per cubic metric ton (MT);
 @\$0.160 per cubic metre;
 @\$0.122 per cubic yard; or
 @\$0.80 per ton.
6. Abide by the following weight restrictions: primary highway weights, weight limits and road bans.
7. **The hauler shall agree to the following special provisions:**
- a) hauler's responsible for signage of roads such as speed limits and truck route;
 - b) **HAULER PRESENTS THE MUNICIPALITY WITH A ROUTE MAP AND A SITE PLAN SPECIFIC TO THIS AGREEMENT;**
 - c) Hauler hours shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, Saturday, ONLY FROM 7:00A.M.-12:00P.M. (NOON) as long as Contractors abide by all road haul rules and reduce speed to 40KM/HR, excluding public holidays as described in The Labor Standards Act.
 - d) Any haulers requiring an extension of hauling times, make their request to the RM Office for an exemption of times and dates.
 - e) Sunday hauling – at the discretion of Councillor of the Division.
 - f) Agrees that all vehicles, whether empty or loaded shall use only the route mentioned in Section 1 above.
 - g) Abide by the following speed restrictions: 60 km throughout the haul route unless otherwise posted.
 - h) WHEN meeting oncoming school buses, all trucks to slow to 20 km/hr. unless otherwise posted;
 -NO truck to pass/overtake a school bus.
 - i) **NO** truck haulers permitted to pass another truck haul heading in the same direction.
 - j) if the hauler breaches any part of this agreement, the municipality reserves the right to cancel the agreement or cease the hauling operation until such time as the problem is corrected, with a written notification to the hauler, and allow 24 hours upon receipt of such notification for the cancellation of the agreement or cessation of the hauling operation to take effect.
 - k) Liability - the hauler shall indemnify and save harmless the municipality from any and all claims, damages and demands of any kind arising from the hauler's use, maintenance and restoration of the haul road in accordance with and consequential to this agreement.

- l) Hauler will be responsible for the cost of surveying the pits by means of aerial, engineered survey, or scale ticket prior to hauling.
 - m) Any safety related issues can result in immediate suspension of Road Haul Agreement at discretion of Councillor of the division until such time as safety issues are resolved with both parties.
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- 8. Reserve the right to immediately stop the hauling operation during times of Inclement weather when in the opinion of the Council, severe road damage is likely to occur.
 - 9. In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 13, the matter or matters in dispute shall be submitted to binding arbitration by a single arbitrator.
 - 10. In the event that the parties are unable to agree upon an arbitrator within 30 days of the date of notice, referred to in clause 13, either party may apply to the Minister of Government Relations for the Province of Saskatchewan who shall appoint an arbitrator.
 - 11. The decision of the arbitrator shall be final and binding on both parties.
 - 12. The provisions of The Arbitration Act, R.S.S. 1992, Ch. 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 arbitration's conducted under this section, to the extent that the Act is not inconsistent with the provisions of this agreement.
 - 13. The municipality shall permit the hauler to use the haul road subject to the terms of this agreement.
 - 14. 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 BLAINE LAKE
BOX 38
BLAINE LAKE, SASK.,
S0J 0J0**

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

Name of Hauler: _____

Address: _____

Phone Number: _____

Contact Name: _____

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.

15. **This agreement shall be valid from January 1, 2017 to December 31, 2017** but shall not include the period of any local road ban or spring bans ordered by Saskatchewan Highways and Transportation, unless specific authorization is received from the municipality.
16. This agreement will not be renewed if road, calcium or extraction fees are not paid.

Road Haul & Extraction Fees: All road haul and extraction fees due January 31 of the following year.

Penalties for Non-Payment: indefinite termination.

Agreed this _____ day of _____, 20____.

RURAL MUNICIPALITY OF BLAINE LAKE #434

Reeve

(SEAL)

Councillor of Division

Administrator

CONTRACTOR

(PLEASE PRINT)

(SEAL)

Signature of Contractor