

**R.M. of Orkney No. 244
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Orkney No. 244
(hereinafter called the "municipality")

- and -

(hereinafter called the "hauler" as defined in clause 22(1)(b) of *The Municipalities Act*)

Whereas the Haul proposes to ship, haul, produce or receive goods, equipment or materials over certain public roads within the municipality;

And whereas the transportation of these goods, equipment and/or materials and the movement of any vehicles or equipment required to produce or ship these goods is, in the Municipalities opinion, likely to result in damage to the said roads;

And whereas the council of the Municipality 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*, ("the Act");

THE PARTIES AGREE AS FOLLOWS:

1. The Hauler Shall:

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

1.2 Haul the materials within the specified timeframe:

1.3 Haul only on the following municipal road (road 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, summer roads, seasonal roads, etc. – additional maintenance and associated fees may be required) herein after called the "haul roads":

1.4 Abide by the following weight restrictions:

Secondary weight limits unless otherwise indicated by the Municipality in writing.

1.5 Council directs; that no haul shall be completed with the use of rock trucks;

1.6 Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;

1.7 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;

1.8 Pay to the Municipality the following amounts as compensation to provide for maintenance, restoration and shortening of the lifetime of the haul roads (estimated haul 8 days)

Haul Period	Applicable Dates	Applicable Rates
Summer	March 16 – November 14	\$0.0558 per tonne per kilometer
Winter	November 15 – March 15	\$0.0279 per tonne per kilometre

The Hauler agrees to pay the following estimated cost prior to obtaining this permit:

\$0.0558 x km x tonnes x trips =

\$0.0279 x km x tonnes x trips = Grand Total =

1.9 Pay the compensation in clause 1.8 prior to the commencement of the haul and file any adjustments within 30 (thirty) days of the completion of the haul based on verified quantities and signed on a hauler's declaration form. For on-going hauls, the compensation is to be paid annually before January 31st.

1.10 Conduct the bulk hauling operation so as to minimize interference with other traffic on the haul roads.

1.11 Provide and maintain dust control prior to commencing and during the haul:

- a. a half (½) mile for all areas indicated on the attached map as determined by the Division councillor; and
- b. at locations where dust may be dangerous to public safety; and
- c. at other locations deemed by the municipality to require dust control; and
- d. at the sole expense of the hauler and to be applied by the hauler.

1.12 Must yield to all oncoming traffic and not exceed a maximum speed of 60 km per hour on or over municipal roads and a maximum of 50 kilometers per hour in front of any residences.

1.13 Not operate more than the following number of trucks per day, with no more than the following number of trips per day on the haul roads for the length of this agreement:

Number of trucks per day __, number of trips per truck per day __

1.14 Notify the Municipality of any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic. Any detours required may be subject to a separate request for detour agreement.

1.15 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 payable prior to the commencement of any work and any variances shall be declared in writing within thirty days of the completion of the work.

1.16 Is responsible for maintenance of the haul roads over and above normal road maintenance as determined by the municipality.

1.17 Shall provide and maintain pit run/road gravel including being responsible for the supply, placement and maintenance of the pit/run and/or gravel on the haul route for the duration of this agreement to maintain the condition of the road.

Additional materials are to be applied to the following non-all-weather roads:

1.18 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. 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.

2. The Municipality:

2.1 Shall permit the hauler to use the haul road subject to the terms of this agreement;

2.2 Administer this agreement by providing up to date information that would be subject to review by the parties.

2.3 Ensure that the information identified by the parties as confidential is held in strict confidence subject to The Local Freedom of Information and Protection of Privacy Act.

2.4 Ensure that municipal roads are in reasonable state of repairs. A pre-inspection will be administered by the Public Works Manager, prior to haul. Upon completion of haul, a post-inspection will be conducted to determine the condition of road. Due to any loss of gravel resulting in haul, the hauler will be required to replace with $\frac{3}{4}$ inch crushed road grade material, with a minimum of a 3% crown left on road.

3. General Requirements:

3.1 No hauling shall take place when roads are wet or visibly soft.

3.2 The Municipality may suspend the haul during periods of inclement weather when roads may be susceptible to structural or surface damage.

3.3 Only the route specified within this agreement shall be used. The Hauler shall not use a different route unless specified in this agreement when travelling empty.

3.4 The Hauler shall be responsible for paying the costs or fees required by the Municipality to bring into effect this agreement. All fees shall be payable prior to the commencement of the haul based on the

estimated haul. The Hauler agrees to within thirty (30) days of the completion of the haul to file on the hauler's declaration attached to this Agreement any variances in the amount of the goods hauled and request any re-payment of funds for over estimation of the goods hauled to the Municipal Office for Council review at the next regularly scheduled meeting of Council.

3.5 Failure to report and/or remit any information or fees required by this agreement or other legislation any result in the 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.

3.6 Either party may cancel this agreement by notification in writing.

3.7 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 the Municipality:

R.M. of Orkney No. 244
137 George Avenue, RM of Orkney No. 244, SK. S3N 4K1
Email: 244@sasktel.net
Ph: 306-782-2333

b. In the case of notice or communication to the Hauler:

4. Dispute Resolution:

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

4.2 The representatives shall inspect the haul road together prior to commencement of the haul to establish the condition of the road.

4.3 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.

4.4 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 14 days of becoming aware of the non-compliance. 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 In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 4.4, 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.

5. The agreement shall be in effect from _____ and may be extended by the agreement of the parties.

Agreed this ____ day of _____, 2023.

For **Rural Municipality of Orkney No. 244**

SEAL

Reeve

Administrator

For **the Hauler:**

Hauler – Primary Contractor

Witness

Hauler - Subcontractor

RURAL MUNICIPALITY OF ORKNEY No. 244
137 George Avenue
 PH: 306-782-2333; FAX: 306-782-5177
DECLARATION FORM FOR ROAD MAINTENANCE AGREEMENT
FOR THE YEAR 2023

COMPANY:

ROAD MAINTENANCE AGREEMENT NO. __-2023

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

Summer	March 16 – November 14	\$0.0558 per tonne per kilometer
Winter	November 15 – March 15	\$0.0279 per tonne per kilometer

\$0.0558 x km x tonnes x trips =

\$0.0279 x km x tonnes x trips =

Grand Total =

*****The RM office is to complete the estimation in accordance with the information indicated on RMA request form. Applicant is to initial approved estimation amount and remit payment before the commencement of the haul. *****

Initial: _____