

# ROAD MAINTENANCE AGREEMENT

Agreement No. 2015-\_\_\_\_

THIS AGREEMENT is made in duplicate;

## BETWEEN:

**The Rural Municipalities of Pleasantdale #398, Lake Lenore #399, Flett's Springs #429 and Kinistino #459, (hereinafter called the "municipalities")**

- and -

. (hereinafter called the "hauler")

## WHEREAS:

The hauler wishes to haul 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 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 repair;

2. The hauler shall:

2.1. only haul the following goods and materials ONLY:

**crushed gravel or gravel aggregate**

### DETAIL OF MATERIAL BEING HAULED

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

**ONLY THE DESIGNATED HAUL ROADS**

**2.3. travel at a speed not greater than 60 km/hr when loaded**

2.4. If the municipality is responsible for the maintenance of the haul roads,

2.4.1. the hauler shall 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 a sum equal to the estimated total quantity times a rate of:

Description	Summer Months March 16 – Nov 14		Winter Months Jan 1 – Mar 15 & Nov 15 – Dec 31	
Maintaining and Restoring Municipal Roads	3.83¢ per m <sup>3</sup> /km	4.722¢ per yd <sup>3</sup> /mile	1.915¢ per m <sup>3</sup> /km	2.36¢ per yd <sup>3</sup> /mile
Shortening Lifespan caused by hauls	3.27¢ per m <sup>3</sup> /km	4.031¢ per yd <sup>3</sup> /mile	1.635¢ per m <sup>3</sup> /km	2.015¢ per yd <sup>3</sup> /mile
<b>TOTAL</b>	<b>7.10¢ per m<sup>3</sup>/km</b>	<b>8.753¢ per yd<sup>3</sup>/mile</b>	<b>3.55¢ per m<sup>3</sup>/km</b>	<b>4.875¢ per yd<sup>3</sup>/mile</b>

GST ADDITIONAL

2.4.2. **pay the compensation in 2.4.1 within 60 days of the completion of the haul, based on verified quantities. For on-going hauls the compensation in 2.4.1 is to be paid quarterly and will be based on verified quantities;**

2.4.3. make payment for compensation for repairs of bridges, culverts or other structures within 60 days;

2.5. Inspect the roadway every two days to determine if damage has been done and will give the municipality notice of necessary repairs within two days.

2.6. conduct the bulk hauling operation so as to minimize interference with other traffic on the haul road;

2.7. abide by following weight restrictions set out by Saskatchewan Highways and Transportation and the municipalities

2.8. 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.

3. 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:

**MUNICIPALITY**

R.M. of Lake Lenore #399  
 Box 280  
 St. Brieux, SK  
 S0K 3V0  
 Fax (306) 275.4667  
 Phone (306) 275,2066

**HAULER**

Name:  
 Box:  
 Town:  
 Postal Code:  
 Phone:  
 Cell:

<b>Truck Make &amp; Model</b>	
<b>Truck License #</b>	
<b>Truck Color</b>	
<b>Trailer Make &amp; Color</b>	

<b>Truck Make &amp; Model</b>	
<b>Truck License #</b>	
<b>Truck Color</b>	
<b>Trailer Make &amp; Color</b>	

<b>Truck Make &amp; Model</b>	
<b>Truck License #</b>	
<b>Truck Color</b>	
<b>Trailer Make &amp; Color</b>	

<b>Truck Make &amp; Model</b>	
<b>Truck License #</b>	
<b>Truck Color</b>	
<b>Trailer Make &amp; Color</b>	

**\*If there are more, please add to the back of the sheet\***

The agreement shall be in effect from January 1<sup>st</sup>, 2015 to December 31<sup>st</sup>, 2015 and may be extended by the agreement of the parties.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

*Rural Municipality of Lake Lenore #399*

**THE RURAL MUNICIPALITY OF LAKE LENORE #399**

{Seal}

Per: \_\_\_\_\_

**CONTRACTOR**

{Seal}

Per: \_\_\_\_\_

# Haul Declaration Road Maintenance Agreement

CANADA )  
 )  
 PROVINCE OF SASKATCHEWAN )  
 )  
 TO WIT: )

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_ in the  
 Province of \_\_\_\_\_, make oath and do solemnly declare:

That during the year 2\_\_\_\_, I hauled the following commodities over municipal roads  
 under a regional road maintenance agreement issued by the R.M. of Lake Lenore #399  
 and agree that the Mileage Allocation Sheet is filled correctly:

<b>Summer Haul Period:</b>	<b>Winter Haul Period:</b>
Agreement No.: _____	Agreement No.: _____
Commodity: _____	Commodity: _____
Quantity: _____	Quantity: _____

**Mileage Allocation Sheet**

	# Total Miles	#Total Yards	Fee	Total	GST	Remittance
RM #398						
RM #399						
RM #429						
RM #459						

and I make this solemn declaration, conscientiously believing it to be true and knowing  
 it is of the same force and effect as if made under oath and by virtue of the Canada  
 Evidence Act.

Sworn before me at \_\_\_\_\_ )  
 in the Province of \_\_\_\_\_ )  
 this \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_. )

) \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 A Commissioner of Oaths/Notary Public Contractor/Owner

And for the Province of \_\_\_\_\_  
 My commission/appointment expires \_\_\_\_\_.