

**Schedule A
ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT made in duplicate this _____ day of _____, 20____

BETWEEN:

The Rural Municipality of Willow Bunch No. 42
(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(1) of The Municipalities Act.

The parties agree as follows:

1. **The Hauler shall:**

- a) Haul the following goods and materials only:

Gravel and Gravel products (cement, colored shale products, mud, etc.)

Oil, Water and Emulsion

(RM has to be notified at the beginning of and when haul ends)

(Road Maintenance agreement may be cancelled at any time by the Municipality)

on or over the following **DEVELOPED MUNICIPAL AND UNDEVELOPED MUNICIPAL ROADS:**

- a) **AS PER ATTACHED MAP** (Hereinafter called the Haul Road)
- b) Within 21 days following the end of each month 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:

OIL, WATER and EMULSION HAULS

GRAVEL and GRAVEL PRODUCTS

SUMMER RATES – (March to November)

4.722 cents per cubic yard per mile or

3.830 cents per cubic meter per KM or

2.15 cents per tonne per KM

WINTER RATES – (December to February)

2.360 cents per cubic yard per mile or

1.915 cents per cubic meter per KM or

1.075 cents per tonne per KM

And not less than:

\$82.26 per KM during the summer haul period

\$132.38 per Mile during the summer haul period

\$41.13 per KM during the winter haul period

\$66.19 per Mile during the winter haul period

THE BALANCES TO BE PAID WILL BE BASED ON VERIFIABLE QUANTITIES.

- c) Within 21 days following the end of each month 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:

OIL, WATER and EMULSION HAULS

GRAVEL and GRAVEL PRODUCTS

SUMMER RATES – (March to November)

4.031 cents per cubic yard per mile or
3.27 cents per cubic meter per KM or
1.84 cents per tonne per KM

WINTER RATES – (December to February)

2.015 cents per cubic yard per mile or
1.6350 cents per cubic meter per KM or
.92 cents per tonne per KM

- d) Repair bridges, culverts or other structures damaged as a result of the bulk haul or pay to the municipality the 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:
- i) For hauls of 100,000 tonne kilometers and greater, actual costs incurred by the municipality to a maximum of \$1.00 per tonne kilometer.
 - ii) For hauls of less than 100,000 tonne kilometers, actual costs incurred by the municipality to a maximum of \$ 1,000.00
- At the following locations:
- i) at locations where road dust may be dangerous to public safety; and
 - ii) 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 provincial regulation.

2. The Municipality shall:

- a) Permit the hauler to use the haul road 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 maximum of 65 km. per hour with the exception of the following designated roads: Primary Grid, Grid, Main Farm Access and Special roads in which case the speed shall be a maximum of 80 km. per hour.
- c) Upon COMPLETION of the haul, repair gravel and restore the municipal roads to conditions in which it existed before the haul.
- d) Provide for dust control as described in 1(e).
- e) Review the terms and conditions of this agreement annually or as the need arises.

3. The Hauler shall agree to the following special provisions:

- i) No hauling when roads are wet
- ii) Must abide by weight restrictions: as prescribed by Provincial Regulations
- iii) Must recognize and follow speed limits
- iv) Must use designated road with full or empty trucks
- v) The balance to be paid will be based on verifiable quantities (invoices & statements)
- vi) Shall not use a different route empty

- vii) All loads hauled shall be paid at the rates expressed in section 1(b) and 1(c) of this agreement.

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

- a) The representatives may inspect the haul road together prior commencement of any haul to establish the condition of the road.
- b) As the agreement is continuous in nature; the representatives shall inspect the road, on the request of either party, for the purpose of determining the conditions of this agreement respecting restoration of the road, have been satisfied.
- c) 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 2(c). In the absence of written notice pursuant to this clause, the agreement shall be deemed to be properly completed and no actions 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, the matter of 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, R.S.S. 1978, Ch. A-24 shall apply to the appointment of the an arbitrator if the Crown or 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 the notice or communication to the municipality:
R.M. of Willow Bunch No. 42
Box 220 Willow Bunch, Saskatchewan
S0H 4K0
Ph: (306) 473-2450 Fax: (306) 473-2312
- (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.

This agreement shall be retroactive to _____; and further all payment of Road Maintenance shall be payable from that date forward.

Agreed this _____ day of _____, 20____.

REEVE

(Seal)

ADMINISTRATOR

THE RURAL MUNICIPALITY OF WILLOW BUNCH NO. 42

HAULER

(Seal)
