

RM OF BLAINE LAKE
No. 434
Saskatchewan

2021 Road Haul Maintenance Agreement
RM of Blaine Lake #434
PO Box 38, 118 Main Street, Blaine Lake, SK, S0J 0J0
(306) 497-2282 rm434@sasktel.net

Contractor: _____

WHEREAS the Contractor wishes to use a municipal road for the purpose of transporting quantities of goods and materials that are significant in nature; the Council of the Rural Municipality of Blaine Lake #434 (the Municipality) requires the Contractor to enter into a road maintenance agreement pursuant to Part III of *The Municipalities Regulations*.

THE PARTIES AGREE AS FOLLOWS:

1. The Municipality shall allow the Contractor to haul product along the roads located (please provide exact route(s)):

For the sum of:

Summer: (March 16 to November 14) Maintenance/restoration of road rates 2.15 cents/tonne/km (3.83 cents/cubic metre/km); plus shortening of lifetime of municipal road rate of 1.84 cents/tonne/km (3.27 cents/cubic metre/km) for a total of **3.99 cents/tonne/km (7.10 cents/cubic metre/km)**.

Winter: (November 15 to March 15) Maintenance/restoration of road rates 1.075 cents/tonne/km (1.915 cents/cubic metre/km); plus shortening of lifetime of municipal road rate of 0.92 cents/tonne/km (1.635 cents/cubic metre/km) for a total of **1.995 cents/tonne/km (3.55 cents/cubic metre/km)**.

2. Haul road fees are payable on **December 31, 2021** based on the statutory declaration (Schedule "A" of Bylaw 08-2001) made by the Contractor; as well, the Hauler shall pay to the Municipality the Excavation Fees set out in Section 4 of Bylaw 08-2021, being a Bylaw to License the Excavation of Gravel from Gravel Pits.
3. Hauler hours shall be between the hours of 7:00AM to 7:00PM Monday through Friday; Saturdays only from 7:00AM to 12:00PM. Requests for changes to these times must be obtained in writing from Administration.
4. The Hauler shall indemnify and save harmless the Municipality from any and all claims, damages and demands of any kind arising from the Haulers use, maintenance and restoration of the haul road in accordance with and consequential to this agreement.
5. **The Municipality shall maintain the road in a reasonable state of repair.** If the contractor wishes to provide for the road maintenance and restoration of municipal roads to which this agreement applies, in lieu of paying the municipality for the cost of road maintenance and restoration of municipal roads, the contractor shall indicate such in Section 1 above.
6. All loaded vehicles shall use only the route mentioned in Section 1 above.

7. At the time of execution, the Contractor shall provide the Municipality with the license number of all vehicles that will be hauling product in accordance with this Agreement. See page 3 for the listing of these license numbers.
8. The Contractor may haul weights equivalent to Primary highway weight limits, as stated in the *Weight and Dimension Regulations of the Highways and Transportation Act*. Municipal Overweight Transportation Permits are available and issued by Administration if required.
9. The Municipality reserves the right to stop the hauling operation during times of inclement weather when, in the opinion of Council or an appointed agent, severe road damage is likely to occur.
10. If severe road damage occurs which is directly attributable to the hauling operation, the Municipality reserves the right to negotiate the costs of the damage with the Contractor. An engineer from Saskatchewan Ministry of Highways will be asked to assess the damage and his/her assessment shall be binding if the Municipality and Contractor cannot reach an agreement on their own.
11. The Hauler shall permit the Municipality, or its representative, access to the site where the hauls originating and/or terminating in the municipality in order to verify the quantity hauled.
12. All vehicles must abide by Bylaw 2020-04, Being A Bylaw to Establish Speed Limits of Sixty Kilometers Per Hour on Municipal Roads in The Rural Municipality of Blaine Lake #434.
13. When meeting oncoming school buses, all trucks must slow to 20km/hour; no truck is to pass/overtake a school bus.
14. If the Contractor breaches any part of this Agreement, the Municipality reserves the right to cancel the Agreement.
15. Any damage occurring to any bridges, culverts or any other structures as a result of the hauling, shall be reported to Administration immediately.
16. Each party shall appoint a representative for the purpose of this section:
 - a. The representatives may inspect the haul road together prior to commencement of the haul to establish the condition of the road.
 - b. Following the completion of the haul, the representatives may again inspect the road for the purpose of determining that the conditions of this agreement respecting restoration of the road have been satisfied and release issued by the municipality.
17. If either party is of the opinion that the other party has not complied with any term(s) of this agreement that party shall give written notice to the other party within 30 days of the inspection completed as per section 17 above. 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.
 - a. In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 18, a single arbitrator shall submit the matter(s) in dispute to binding arbitration.
 - b. The decision of the arbitrator shall be final and binding for both parties.
 - c. The provisions of *The Arbitration Act, 1992* 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.



18. This Agreement shall be valid until December 31st of the year of issue, but shall not include the period of spring road ban as part of the Spring Road Restriction Program as ordered by Saskatchewan Ministry of Highways, should the RM choose to “opt in.”

19. This agreement shall be applied for on an annual basis and may not be granted by the Municipality if there are any outstanding fees which have not yet been paid.

SIGNED at _____, Saskatchewan this _____ day of _____ 2021.

CONTRACTOR

RM #434 ADMINISTRATOR
(only the Reeve may sign in the Administrator’s absence)

As per Section 7 in Road Haul Maintenance Agreement, the Contractor shall provide the Municipality with the license number of all vehicles that will be hauling product in accordance with this Agreement. Please list license numbers below:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please use the backside of this page if more space is needed, or kindly attach another page)