

# ROAD MAINTENANCE AGREEMENT

**Rural Municipality of Nipawin # 487**

**Agreement # \_\_\_\_\_**

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Nipawin No. 487  
*(hereinafter called the "municipality")*

- and -

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*(hereinafter called the "hauler")*

*Together referred to as "the Parties"*

WHEREAS:

The hauler wishes to ship, haul or receive certain goods, equipment or materials over certain public roads within the municipality, the movement of which in the opinion of the council of the Municipality is likely to result in damage.

The hauler is a person described in clause 22(1)(B) of *The Municipalities Act* who is required to enter into an Agreement with a municipality pursuant to that section and has control, direction or hire over a Bulk Haul. Typically, a hauler may be a shipper, producer, or receiver.

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:

## **Definitions**

1. In this Agreement:

- a) "Bulk Haul" means any single or repeated transportation of goods by, to or for a shipper, hauler or receives, or divisible or non-divisible loads, over a defined route, that: (i) amount to a payload in excess of 2 tonnes; and (ii) in the opinion of council responsible for the defined route: (A) are significant in nature by haul type, weight, or frequency; and (B) may cause damage to streets or roads or cause road maintenance requirements that exceed that of other users of the roads.
- b) "Region" means the Area Transportation Planning Committee (ATPC) Region that a municipality is located in, as set out in Map 1 of Part IV of the Regulations, attached hereto as Schedule "A".
- c) "Regulations" means *The Municipalities Regulations*.

**General Matters**

2. The Municipality Shall:

- a) Permit the Hauler to use the Hauler Roads, subject to the terms of this Agreement;
- b) Administer this Agreement by providing up to date information that would be subject to review by the Parties;
- c) 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*;
- d) Ensure that municipal roads are in a reasonable state of repairs as defined in Section 343 of *The Municipalities Act*; and
- e) Continue to apply for any available government grants for road upgrading.

3. The Hauler Shall

- a) Only Haul the following goods and materials:

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within the specified time frame of \_\_\_\_\_, 20\_\_ to of \_\_\_\_\_, 20\_\_:

- b) On or over the following MUNICIPAL ROADS

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(Roads listed are herein referred to as the "haul Roads")

**Environmental**

4. The Hauler shall:

- a) Comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
- b) 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 of all work to be carried out to correct such problems caused by the operation;
- c) 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 the duties described in subsection 4(a). 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;

**Traffic**

5. The Hauler shall:

- a) Conduct the bulk hauling operation so as to minimize interference with other traffic on the haul road;
- b) Notify the municipality if any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic; and
- c) Abide by the following weight restrictions: Secondary weights on haul roads, unless the hauler obtains an overweight permit with the Municipality.

## Compensation and Calculation

6. The Municipality Shall:
  - a) Expend, or retain in order to expend in the future, all compensation paid by the Parties, no roadway maintenance work on the Haul Roads, or portions thereof, that are indicated in subsection 3(b); and
  - b) Arrange for the engineering, tendering and contracting of roadway maintenance work unless the Municipality conducts all of the work itself. All arrangements will be available for review by the Parties on request.
7. The Hauler shall:
  - a) Before commencing the haul, estimate the total quantity of goods and materials to be hauled on MUNICIPAL ROADS and pay, to the Municipality, a compensation for the capital road loss and providing extra maintenance and repairs a sum equal to 50% of the estimated total quantity times a rate of **\$0.0533 per tonne Kilometer** (see "Schedule A" for Rate). The balance to be paid within 60 days of the completion of the haul
  - b) Pay will be based on verified quantities. Using the formula  $C=R \times T \times D \times N$   
T= Tonnes R = Rate D = Kms N = # of Trips
  - c) Make payment for compensation in 7(a) at one half rate if hauling takes place during winter haul period, between November 15 and March 15.

## Inspections

8. Both Parties shall appoint a representative to complete the following inspections:
  - a) Prior to commencement of the haul to establish the condition of the road. The Haul Road Inspection Form is Provided in **Schedule B**;
  - b) Within five (5) days of completion of the haul, the representatives shall inspect the road to determine if the conditions of this Agreement respecting restoration of the road have been satisfied. If restoration is satisfied, a release for the inspection report shall be issued by the Municipality; and
  - c) In the case of a bulk haul, the representatives shall inspect the road to determining if the conditions of this agreement respecting restoration of the road continue to be satisfied. The parties agree on an acceptable frequency for inspection of bi-weekly.

## Special Provisions

9. Each party shall agree to the following special provisions:
  - a) The hauler shall not exceed a maximum speed of 70 kilometers per hour on or over municipal roads and 60 kilometers per hour on or over undeveloped roads.
  - b) At the completion of the haul, the Hauler shall restore the undeveloped roads to the condition in which they were before the haul, unless otherwise agreed to by the RM.
  - c) Notwithstanding any other provision of this agreement, the Hauler shall suspend the bulk haul during periods of inclement weather when the roads are, in the opinion of the RM, susceptible to structural or surface damage.
  - d) For Dust Control on hauls of less than 100,000 tonne kilometres, actual costs incurred by the municipality to a maximum of \$1,000;

## Dispute Resolutions

10. 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 being completed. 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.

11. Both parties shall agree to resolve all dispute(s) through the following process:  
 Each party may avail themselves of the dispute resolution process established in *The Municipalities Act* at any time. 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. In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given 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.

**Communication**

12. 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 Nipawin No. 487 Box 250 Codette, SK S0E 0P0 306-862-9551  
*(Name, Address and phone Number)*

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

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*(Name, Address, Phone Number and Email)*

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 fifth 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.

13. The agreement shall be in effect from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20 \_\_\_\_\_ and may be extended by the agreement of the parties.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

For R.M. of Nipawin No. 487  
*(Name of Municipality)*

(Seal)

\_\_\_\_\_  
 Reeve

\_\_\_\_\_  
 Administrator

For \_\_\_\_\_  
*(Name of Hauler)*

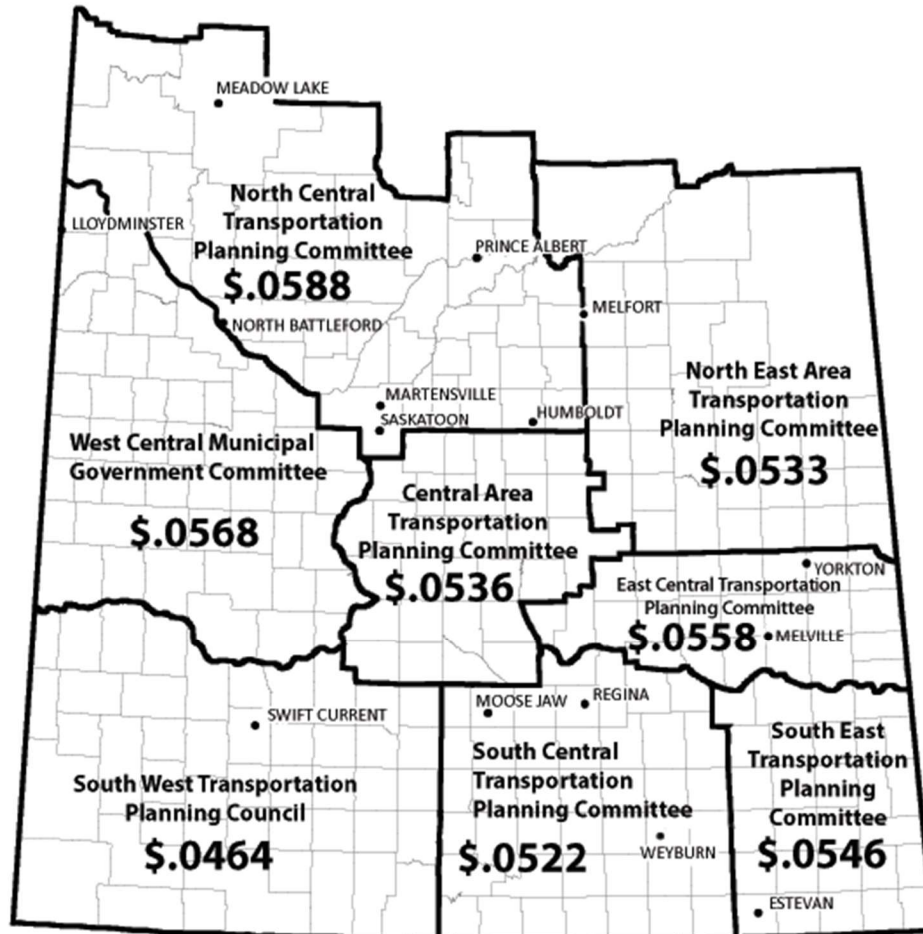
\_\_\_\_\_  
 Name & Signature

\_\_\_\_\_  
 Witness

Schedule "A"

# 2022 Municipal Road Maintenance Agreement Regional Rates Per Tonne Per Kilometre

Pursuant to Section 12.1 of The Municipalities Regulations



Although the Saskatchewan Ministry of Government Relations has exercised all reasonable care in the compilation, interpretation, and production of this map, it is not possible to ensure total accuracy, and all persons who rely on the information contained herein do so at their own risk. The Ministry of Government Relations and the Government of Saskatchewan do not accept liability for any errors, omissions, or inaccuracies that may be included in, or derived from, this map.

[saskatchewan.ca](http://saskatchewan.ca)



Base map derived in part from data provided by Information Services Corporation of Saskatchewan.  
Map projection is universal transverse mercator extended Zone 13 North American Datum of 1983.

**"Schedule B"**

HAUL ROAD INSPECTION FORM

R.M. of	No.	Pre / Post Haul Inspection (Circle One)
Contract No.		Date:
Contractor:		
R.M. Representative(s): (print)		
Contractor Representative(s): (print)		

Sketch of Haul Road:

Show Significant Points (km) referred to in the Descriptions listed below, including major culverts and bridges. Show farmyards, Villages, pastures, intersections, etc. where dust control may be required. Note other special conditions.



Subject to Dust Control: Not Required: \_\_\_\_\_ Required: \_\_\_\_\_ Type: \_\_\_\_\_

Subject to Road Bans: No: \_\_\_\_\_ Yes: \_\_\_\_\_ %: \_\_\_\_\_ Axle: \_\_\_\_\_

Current Local Conditions (i.e., Wet/Frozen): \_\_\_\_\_

**Description of Road:** (Note: 1 yard<sup>3</sup> / mile = 0.475m<sup>3</sup> / Km) & 1.0 m<sup>3</sup> / km = 2.1 yard<sup>3</sup> / Mile)

From KM	To KM	Type Grid, Farm Access, trail, ETC	Approx. Gravel Coverage yd <sup>3</sup> /mile or m <sup>3</sup> / km	Were CL Profile or X-Sec's Done?	Photo #	Comments (if required, use additional sheets)

**Description of Cross Section:**

From KM	To KM	Gradeline Hi / Med / Low / Nil	Crown ~ % x – Slope	Ride Smooth, Rough, etc	Conditions / Comments

**Drainage Structures:**

Km	Approx. Cover	Culvert Size & Type	General Condition	Phone No.	Associated Drainage, Other Comments

**Pre-Haul Preparations:** Note any dust control, special gravel, or grading, etc. that may be required

From KM	To KM	Treatment	Comments (Reason for Treatment)

**Post – Haul Remedial Work:** Note any Restoration or Road Required

From KM	To KM	Type of Work	Comments

**Follow-Up to Remedial Work (R.M. Approval & Clearance)**

Pre-Haul Inspection		Post – Haul Inspection	
R.M. Rep: Signature	Date:	R.M. Rep: Signature	Date:
R.M. Rep: Signature	Date:	R.M. Rep: Signature	Date:
R.M. Rep: Signature	Date:	R.M. Rep: Signature	Date:
R.M. Rep: Signature	Date:	R.M. Rep: Signature	Date: