

**ROAD MAINTENANCE AGREEMENT/PERMIT
RM OF MARRIOTT NO. 317**

This agreement made in duplicate on the ____ day of _____, 2019.

BETWEEN:

("The Hauler")

And

Rural Municipality of Marriott No. 317

("The RM")

Whereas the Hauler proposes to haul goods and materials over certain public roads within the RM;

And whereas the movement of these goods and materials is, in the RM's opinion, likely to result in damage to the said roads;

And whereas the RM therefore considers it in the public interest to require the Hauler to enter into a road maintenance agreement.

Now therefore the parties hereto agree as follows:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the term used herein shall have the meanings ascribed to them in the Act and the Road Maintenance and Restoration Agreement Regulations, 1990, R.R.S.c. R-26.1, Reg ("the Regulations").

2. PERMISSION TO HAUL

2.1 The Hauler is permitted to haul goods and materials on or over the municipal roads and/or undeveloped roads: (Please see attached Map)as shown on the map which is Schedule "A" hereto.

2.2 The Hauler shall haul only haul the following goods and materials: _____

2.3 The hauler shall abide by the following weight restrictions:

3. MUNICIPAL ROADS

3.1 The RM shall be responsible to maintain and repair the municipal roads to such a Standard that those requiring to use the roads may do so with safety at speeds of up to 80 km per hour.

3.2 The Hauler shall pay to the RM the product of (i) the verified total quantity of goods Or materials hauled and (ii) the applicable rate.

3.3 The hauler estimates to haul: _____

3.4 The hauler is permitted to haul above goods through the RM of Marriott for a distance of: _____miles/load.

3.5 The applicable rates are as follows:

Number of Yards Hauled	Number of miles hauled/load	Summer Haul Period	Winter Haul Period	Unit	Total
For the cost of maintaining and restoring the roads:					
Yards		\$0.04722		yard/mile	\$
For the shortening of the lifetime of the roads:					
Yards		\$0.04031		yard/mile	\$
Total Road Maintenance Fees:					\$
<i>(above rates are maximums permitted under the Regulations).</i>					

3.6 For the purposes of this agreement the summer haul period shall be from March 1 to November 30 and the winter haul period shall be from December 1 to February 28 (or 29).

3.7 The Hauler shall not exceed a maximum speed of 60 kilometers per hour on or over Municipal roads and shall only haul Monday through Saturday 7:00 a.m. to 9:00 p.m..

3.8 The hauler is required to supply Dust Control in front of yard sites as per the specifications attached to this agreement before the commencement of any haul unless otherwise authorized by The RM of Marriott Foreman

4. UNDEVELOPED ROADS

- 4.1 The Hauler shall be responsible to maintain and repair the undeveloped roads to such a standard that those requiring to use the roads may do so with safety at speeds of up to 60 kilometres per hour.
- 4.2 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.
- 4.3 The Hauler shall not exceed a maximum speed to 60 kilometres per hour on or over the undeveloped roads.

5. GENERAL REQUIREMENTS

- 5.1 The Hauler shall repair any bridges, culverts or other structures damaged as a result Of the bulk haul or, alternatively, pay to the RM the cost of doing so. In the latter event, such sum shall be due within 30 days of the RM advising the Hauler of the costs incurred.
- 5.2 The Hauler shall conduct the bulk haul in such a manner as to minimize any interference with others using the roads.
- 5.3 Upon the request of the RM, the hauler shall provide the municipality with a Performance Bond or Irrevocable Letter of Credit, in the amount of _____ issued by a surety company acceptable to the municipality, obtained with respect to the possibility of severe structural damage to the road as a result of the proposed haul. The Performance Bond/Irrevocable Letter of Credit may be returned to the hauler following the completion of a Road Condition Assessment at the end of the haul by the RM Foreman authorizing no permanent structural damage has resulted because of the proposed haul.
- 5.3 Notwithstanding any other provisions of this agreement, the hauler shall suspend bulk haul during periods of inclement weather when the roads are, in the opinion of the RM, susceptible to structural or surface damage.

6. DEFAULT

- 6.1 In the event the Hauler either:
 - i) fails to provide dust control as required above; or
 - ii) fails to maintain, repair or restore the undeveloped roads as required above;

the RM, upon giving twenty-four hours notice by phone, fax or e-mail to the Hauler, may proceed to have the work done at the expense of the Hauler.

- 6.2 The Hauler shall be required to pay any costs incurred by the RM pursuant to the preceding clause within 30 days of the RM advising the Hauler of the costs incurred.
- 6.3 In addition, in the event the Hauler fails to meet any of its obligations under This agreement, the RM shall have the right to terminate the same.

7. DISPUTE RESOLUTION

- 7.1 Except as provided in clause 6.1, the parties agree that if either of them is of the opinion that the other party has not complained with any term or terms of this agreement, that party shall give notice in writing to the other party, not later than 30 days following completion of the haul. 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.
- 7.2 In the event the parties are unable to resolve any matter with respect to which notice in writing has been given pursuant to the preceding clause, the matter or matters in dispute shall be submitted to arbitration by a single arbitrator.
- 7.3 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 to appoint an arbitrator.
- 7.4 Clause 7.3 does not apply to the Crown or agents of the Crown.
- 7.5 The decision of the arbitrator shall be final and binding on both parties.
- 7.6 The provisions of *The Arbitration Act*, S.S. 1992, c. A-24.1 shall apply to the Appointment of an arbitrator if the Crown or an agent of the Crown is the Hauler or to all arbitration conducted under this section, to the extent that the Act is not inconsistent with the provisions of this agreement.

8. GENERAL

- 8.1 This agreement shall be valid from **date of authorization** to _____, excluding:
the period of Spring Road Restrictions, as ordered by the Minister of Saskatchewan Highways and Transportation, unless specific authorization is received from the Municipality.

8.2 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 a notice or communication to the RM:
Jill Palichuk – Administrator – 306 882-4030
R.M. of Marriott No. 317
Box 366
Rosetown, Sask.
S0L 2V0

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 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.

8.3 This agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20__.

THE HAULER

SEAL

Hauler (Primary Contractor and Subcontractors)

**THE RURAL MUNICIPALITY OF
Marriott No. 317**

Reeve

SEAL

Administrator