



- 3.3 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..
- 3.4 The hauler is required to supply Dust Control in front of yard sites when the haul is in excess of 5,000 yards. The hauler is required to supply additional applications every 10,000 yards after the initial application.

#### 4. COMPENSATION AND CALCULATION

- 4.1 The Municipality shall:
- a) Expend, or retain in order to expend in the future, all compensation paid by the Parties, on 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.
- 4.2 The Hauler shall:
- a) Before commencing a bulk haul, estimate and report to the Municipality:
    - The total quantity of goods and materials, in **tonnes**, to be hauled on the Haul Roads, represented as “T” in the Compensation Formula.
      - \* **Tonnes** hauled per load: \_\_\_\_\_
      - \* **Total** estimated number of loads: \_\_\_\_\_
    - The distance hauled, in **kilometres**, represented as “D” in the Compensation Formula.
      - \***Distance** of haul: \_\_\_\_\_ km
    - The number of times that the bulk haul is carried out during the summer and winter haul period over the period of the Agreement, represented as “N” in the Compensation Formula.
  - b) Use the regional rate set for the West Central Government Committee, represented as “R” in the Compensation Formula, for the calendar year in which the haul occurs;
  - c) Pay to the Municipality, compensation for road maintenance (represented as “C” in the Compensation Formula), based on the Compensation Formula, which is  $C = R \times T \times D \times N$  (the compensation is equal to the estimated total quantity hauled multiplied by the regional rate (R) multiplied by the distance hauled multiplied by number of times that the bulk haul is carried out);
  - d) Pay the compensation to the Municipality within 60 days of the completion of the haul, based on verified quantities.
  - e) Make payment for compensation in subsection 4(c) at a rate of one-half the calculated amount if hauling takes place during the winter haul period, between **December 1 and March 15**.

#### 5. UNDEVELOPED ROADS

- 5.1 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.
- 5.2 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.
- 5.3 The Hauler shall not exceed a maximum speed to 60 kilometres per hour on or over the undeveloped roads.

## 6. GENERAL REQUIREMENTS

- 6.1 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.
- 6.2 The Hauler shall conduct the bulk haul in such a manner as to minimize any interference with others using the roads.
- 6.3 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.
- 6.5 **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. Travel over 10 tonne on RM roads is restricted to -10 Degrees Celsius or Colder during the winter months, and dry road conditions only during the spring/summer, and fall months, unless previously approved by an RM official. ABSOLUTELY NO HAULING CAN TAKE PLACE WHEN ROADS ARE BANNED.**

## 7. DEFAULT

- 7.1 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.

- 7.2 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.
- 7.3 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.

## 8. DISPUTE RESOLUTION

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Clause 7.3 does not apply to the Crown or agents of the Crown.
- 8.5 The decision of the arbitrator shall be final and binding on both parties.

8.6 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.

**9. GENERAL**

9.1 This agreement shall be valid from **date of authorization** to **December 31, 20**\_\_\_\_\_

9.2 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:  
**Laren Valen – Municipal Foreman – 306 831-7096**  
**Samantha Herring–Administrator – 306 882-4030**  
**R.M. of Pleasant Valley No. 288**  
**Box 2080**  
**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.

9.3 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\_\_\_\_\_.

***(PLACE HAULERS NAME HERE)***

**SEAL**

\_\_\_\_\_  
Hauler (Primary Contractor and Subcontractors)

**THE RURAL MUNICIPALITY OF  
PLEASANT VALLEY NO. 288**

\_\_\_\_\_  
Reeve

**SEAL**

\_\_\_\_\_  
Administrator