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POLICY REGARDING ROAD MAINTENANCE AGREEMENTS

Updated January 2022.

Pursuant to Section 22 of *The Municipalities Act*, the municipality may enter into road maintenance agreements with any individual or contractor who wishes to use municipal roads in connection with a **BULK HAUL** operation.

The Reeve, along with any one Councillor may enter into a road maintenance agreement, with such agreement being ratified by Council at the next regular meeting. The rates for an agreement shall be as follows:

GRANULAR MATERIAL

	WINTER RATE (Dec. 1-Feb. 28)	SUMMER RATE (Mar. 1 - Nov. 30)
Maint. Payments.	\$0.056 cubic yd/mile	\$0.112 cubic yd/mile

Dust Control (if required) - \$0.08 per tonne/mile

OIL/WATER

	WINTER RATE (Dec. 1-Feb. 28)	SUMMER RATE (Mar. 1 - Nov. 30)
Maint. Payments	\$0.0418 cubic met/mile	\$0.0835 cubic met/mile

The above rates are based on a "Per Unit" measurement traveling on one mile of road.

To offset the trucking contractor from maintaining a log of the miles that are traveled and to simplify the Road Maintenance Payments, the municipality bases all loads as being hauled four miles (no more - no less).

Rates listed below are to be used when remitting monthly road maintenance payments. All singular mile rates listed above have been multiplied by four.

GRANULAR MATERIAL

	WINTER RATE	SUMMER RATE
Totals costs per cubic yard	\$0.224	\$0.448

OIL/WATER

	WINTER RATE	SUMMER RATE
Totals costs per cubic metre	\$0.167	\$0.334

ROAD MAINTENANCE AGREEMENT

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

BETWEEN: The Rural Municipality of Lomond No. 37,
(hereinafter called the "municipality")

AND

(hereinafter called the "hauler")

WHEREAS:

- 1.1 The hauler wishes to haul goods and materials over certain public roads within the municipality;
- 1.2 The Council of the municipality requires the hauler to enter into a Road Maintenance Agreement pursuant to Section 22 of *The Municipalities Act*;

The parties agree as follows:

2.1. The hauler shall:

- 2.1.1 haul the following goods and materials only:

Water, Oil, Sand, Gravel, Clay, or Rock

on or over all roads within the municipality needed by the hauler in the execution of his/her hauling contract; unless otherwise restricted,

- 2.1.2 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 AND WATER HAULS

Summer Rate - (March to November)

8.35 cents per tonne per mile based on a four-mile haul - (33.4 cents per tonne)

Winter Rate - (December to February)

4.18 cents per tonne per mile based on a four-mile haul - (16.7 cents per tonne)

SAND, GRAVEL, CLAY, OR ROCK HAULS

Summer Rate - (March to November)

11.2 cents per cubic yard per mile based on a four-mile haul - (44.8 cents per cubic yard)

Winter Rate - (December to February)

5.6 cents per cubic yard per mile based on a four-mile haul - (22.4 cents per cubic yard)

The balances to be paid will be based on verifiable quantities.

- 2.1.4 repair bridges, culverts or other structures damaged because of the bulk haul or pay to the municipality its costs of repair within 30 days of written notification of damages.

2.1.5 pay to the municipality; if requested by the municipality, as compensation for dust control, a sum equivalent to actual costs to a maximum of 8 cents per tonne mile based on the actual haul:

1. adjacent to each occupied residence or business which is within 100 metres of the centerline of the haul road;
2. at locations where road dust may be dangerous to public safety; and
3. at other locations deemed by the municipality to require dust control.

2.1.6 conduct the bulk hauling operation to minimize interference with traffic on the haul road; and

2.1.7 Abide by the following weight restrictions:

As prescribed by provincial and municipal regulation.

3.1 The municipality shall:

- 3.1.1 permit the hauler to use the haul roads subject to the terms of this agreement,
- 3.1.2 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 except for 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.
- 3.1.3 upon completion of the haul, repair, gravel and restore the municipal roads to conditions in which it existed before the haul.
- 3.1.4 provide for dust control as described in clause 2.1.5.

4.1 Each party shall agree to the following special provisions:

- 4.1.1 This agreement shall be deemed to be continuous in nature but shall be reviewed by the municipality on an annual basis or as the need arises.
- 4.1.2 All loads hauled by the hauler shall be paid at the rates expressed in section 2.1.2 and 2.1.3 of this agreement and shall be based on an average haul of four (4) miles.

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

- 5.2 The representatives may inspect the haul road together prior to commencement of any haul to establish the condition of the road.
- 5.3 As the agreement is continuous in nature, the representatives shall inspect the road, on the request of either party, for the purpose of determining that the conditions of this agreement respecting restoration of the road, have been satisfied.
- 5.4 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 (c). 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.
- 5.5 In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 5.4, the matter or matters in dispute shall be submitted to binding arbitration by a single arbitrator.

5.6 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 Rural Development for the Province of Saskatchewan who shall appoint an arbitrator.

5.7 Clause 5.6 does not apply to the Crown or agents of the Crown.

5.8 The decision of the arbitrator shall be final and binding on both parties.

5.9 The Provisions of The Arbitration Act, R.S.S. 1978, Ch. A-24 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.

6.0 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:

6.1 in the case of a notice or communication to the municipality:

Box 280, Weyburn, Saskatchewan S4H 2K1 rm37@sasktel.net

6.2 in the case of a notice or communication to the hauler:

Address: _____

Phone: _____

Email: _____

6.3 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.

7. Agreed this _____ day of _____ 20 ____.

7.1. For the Rural Municipality of Lomond No. 37:

Reeve.

Administrator.

7.2 For the Hauler:

Please print name.

Signature.