

ROAD MAINTENANCE AGREEMENT

Agreement No.

THIS AGREEMENT is made in duplicate;

BETWEEN:

The Rural Municipality of Monet No. 257 (hereinafter called the "municipality")

- and -

(hereinafter called the "hauler")

Note: "hauler" means 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. Typically, a hauler may be a shipper, hauler or receiver.

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 council's opinion is likely to result in damage.

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:

- 1 The municipality shall:
 - 1.1 permit the hauler to use the haul roads subject to the terms of this agreement;
 - 1.2 administer this Agreement by providing up to date information that would be subject to review by the parties;
 - 1.3 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*;
 - 1.4 ensure that municipal roads are in a reasonable state of repair;

- 1.2 The hauler shall:
- 1.2.1 only haul the following goods and materials: Gravel
 - 1.2.2 present to the municipality a route map specific to this agreement
 - 1.2.3 comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
 - 1.2.4 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;
 - 1.2.5 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 clause 1.2.3. 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;
 - 1.2.6 conduct the bulk hauling operation so as to minimize interference with other traffic on the haul road;
 - 1.2.7 haul weights in accordance with the seasonal weights as established by the Ministry of Highways and Infrastructure.
 - 1.2.8 subject to *The Municipalities Act* and regulations, come to an agreement with the municipality to compensate the municipality for maintenance of the road, and to compensate the municipality for capital road loss that results from the haul in either case.
- 1.3 For the purpose of this agreement the Rural Municipality of Monet No. 257, is responsible for maintaining the haul roads.
- 1.4 With the municipality being responsible for the maintenance of the haul roads, the hauler shall:
- 1.4.1 at the end of the year, sum up the total quantity of goods and materials hauled on the haul roads and pay to the municipality **as compensation to provide for maintenance, restoration and shortening of the lifetime of the municipal roads to which the agreement applies, that will be caused by the bulk hauls to be made by, for or to the hauler.**

	Summer Haul			Winter Haul		
	March 16- November 14			January 1-March 15 AND November 15-December 31		
	\$/yd ³ /mile	\$/m ³ /km	\$/tonne/km	\$/yd ³ /mile	\$/m ³ /km	\$/tonne/km
Road Maintenance	0.12466	0.1011	0.0568	0.06233	0.05055	0.0284

GST Additional

- 1.4.2 complete and return Schedule "A" Declaration before December 30th of the Agreement year.
- 1.4.3 pay the compensation in 1.4.1 within 30 days of the completion of the haul, based on verified quantities or within 30 days of receiving and invoice from the municipality

- 1.4.4 pay as compensation for the cost of dust control adjacent to occupied residences on the route and that dust control will be required at Council’s discretion if the safety of the travelling public becomes questionable due to excessive dust.
- 2 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. The hauler shall contact the municipal offices prior to commencing any haul.
- 3 This agreement shall be valid from January 1 to December 31 of the agreement year, but shall not include the period of any local road ban or spring restrictions ordered by Saskatchewan Highways and Transportation, unless specific authorization is received from the municipality.
- 4 This Agreement will **NOT** be renewed if road, calcium or extraction fees are not paid.

Extraction Fees:

According to Bylaw No. 6/21 “The Hauler” or “Contractor” shall pay to the R.M. of Monet No. 257 the 2022/2023 rates below for gravel extracted from a pit in the municipality. This shall be paid annually.

2022 & 2023 Extraction Rates		
Cubic Yard Yd3	Cubic Metre m3	Tonne
0.134	0.175	0.094

Agreed this _____ day of _____, 20_____.

Rural Municipality of Monet No. 257

Reeve

Administrator

Contractor/Hauler

Company Name: _____ Contact: _____

Address: _____

Ph: _____ Cell: _____

Email: _____

Signature

Print Name

Position

Application for License to Remove Gravel
R.M. of Monet No. 257
Year:

I/we, the _____ of _____

DO HEREBY make application to the Rural Municipality of Monet No. 257 for a license to remove gravel from within the municipality during the current year, from the following land locations: _____.

I/we estimate that _____ of gravel will be removed during the current year. (please specify the measuring unit used ie, meters yards, cubic yards or tonnes).

In consideration of the license issued as a result of this request, I/we hereby agree to pay all required fees set out in the Gravel Licensing Bylaw and I/we further agree to complete "Schedule A" Declaration of the gravel Licensing Bylaw showing thereon the total amount of gravel removed under this application license no later than December 31st of the current year along with the balance of funds owing.

I/we, or my hired gravel hauling company, hereby agree to enter into a Road Maintenance Agreement with the R.M. of Monet No. 257 to remove the above said gravel and pay all required fees of the Agreement no later than December 31st of the current year.

Dated this _____ day of _____, 20____.

X _____
Signature of Applicant (Hauler/Contractor)

Dated this _____ day of _____, 20____.

Signature of Administrator (R.M. of Monet)