**ROAD MAINTENANCE AGREEMENT**

**January 1st, 2024 – December 31st, 2025**

THIS AGREEMENT IS MADE IN DUPLICATE;

BETWEEN:

**THE RURAL MUNICIPALITY OF MARQUIS No. 191**

(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 and subject to the provisions of *The Municipalities Act* and its regulations.

THE PARTIES AGREE AS FOLLOWS:

1. The municipality shall:
   1. permit the hauler to use the haul roads subject to the terms of this agreement:

* 1. administer this Agreement by providing up to date information that would be subject to review by the parties;
  2. 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;
  3. Ensure that municipal roads are in a reasonable state of repair;
  4. Continue to apply for any available Government grants for road upgrading.

1. The hauler shall:
   1. only haul the following goods and materials:

Within the specified timeframe of January 1st, 2024 to December 31st, 2025:

on or over the following MUNICIPAL ROAD(S):

* 1. comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
  2. 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;
  3. 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 2.b. 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;
  4. conduct the bulk hauling operation so as to minimize interference with other traffic on the haul road;
  5. notify the municipality if any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic;
  6. abide by the following weight restrictions:

**PRIMARY WEIGHTS AS PER MINISTRY OF HIGHWAYS**

**AND INFRASTRUCTURE GUIDELINES**

* 1. subject to *The Municipalities Act* and regulations, come to an agreement with the municipality to either compensate the municipality for maintenance of the road or maintain and repair the haul roads to a mutually acceptable standard, and to compensate the municipality for capital road loss that results from the haul in either case

1. **The RM of Marquis No. 191** is responsible to ensure that municipal roads are in a reasonable state of repair.
2. If the municipality is responsible for maintenance of the haul roads, the municipality shall:
   1. expend, or retain in order to expend in the future, all compensation paid by the Parties, on roadway maintenance work on the roads, or portions thereof, that are indicated in 2 a.
   2. arrange 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.
3. If the municipality is responsible for the maintenance of the haul roads, the hauler shall:
   1. Pay the Municipality the following amounts as compensation to provide for maintenance, restoration and shortening of the lifetime of the haul roads:

**Haul Period Applicable Dates Applicable Rates**

Summer March 1-November 15 $0.0560/tonne/km

Winter November 16 – February 28 $0.0280/tonne/km

* 1. pay the compensation in 5.a. within 60 days of the completion of the haul, based on verified quantities. For on-going hauls, the compensation in 5.a. is to be paid annually before December 31st, based on verified quantities.
  2. make payment for compensation for repairs of bridges, culverts or other structures within 60 days;
  3. pay as compensation for dust control on MUNICIPAL ROADS, a sum equivalent to:
     1. for hauls of 5000 yard miles and greater, actual costs incurred by the municipality;
     2. for hauls of less than 100,000 tonne kilometers, actual costs incurred by the municipality to a maximum of $1,000;

at the following locations:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. inspect the roadway every \_\_\_\_ days to determine if damage has been done and will give the municipality notice of necessary repairs within \_\_\_\_\_ days.

1. Each party shall agree to the following special provisions (i.e. road conditions, weather, other):

* **Hauling will cease if 10mm or more of precipitation is received until the road has dried or until further notice from Council.**
* **Hauler shall abide by primary weight restrictions.**
* **Hauler shall keep speed to 50 km/hr when meeting oncoming traffic and past residences.**
* **This agreement shall not include the period of spring road bans as ordered by Ministry of Highways and Infrastructure.**

1. Each party shall appoint a representative for the purpose of this section.
   1. Each party may avail themselves of the dispute resolution process established in *The Municipalities Act* at any time.

* 1. The representatives shall inspect the haul roads together prior to commencement of the haul to establish the condition on the road.
  2. 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 release shall be issued by the municipality.
  3. In the case of a continuous haul, the representatives shall inspect the road for the purpose of determining that the conditions of this agreement respecting restoration of the road continue to be satisfied. The parties agree on an acceptable frequency for inspection of **monthly**.
  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 7.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. In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 7.b., the matter or matters in dispute shall be submitted to the minister in accordance with *The Municipalities Act*, section 22(4) to have the dispute dealt with through the road maintenance dispute resolution process.

1. 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 Marquis No. 191**

**Box 40**

**Marquis, SK**

**S0H 2X0**

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

(Name and address)

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 of 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.

1. The agreement shall be in effect from January 1, 2024 to December 31, 2025 and may be extended by the agreement of the parties.

Agreed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_

For the R.M. of Marquis No. 191

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Reeve) (Administrator)

SEAL

For **Hauler** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) (Witness)