

ROAD MAINTENANCE AGREEMENTS

RURAL MUNICIPALITY OF EYEBROW NO. 193

BYLAW NO 05-2016

A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS BETWEEN THE RURAL MUNICIPALITY OF EYEBROW NO. 193 AND CONTRACTORS DEEMED TO BE HAULING QUANTITIES OF GRAVEL PRODUCTS

The Council of the Rural Municipality of Eyebrow No. 193 in the Province of Saskatchewan enacts as follows:

DEFINITIONS:

- a. "Administrator" shall mean the administrator of the municipality;
- b. "Council" shall mean the council of the municipality;
- c. "Reeve" shall mean the reeve of the municipality;
- d. "Contractor" includes any person, firm or corporation, including those persons, firms or corporations engaged by the crown;
- e. "Gravel Products" shall include: rock, stone, sand, cement, shale, mud, oil, potash and emulsions.
- f. "Municipality" shall mean the Rural Municipality of Eyebrow No.193;

WHEREAS:

- 1. That prior to the requirements of entering into a road maintenance agreement, all contractors shall be informed by registered mail or personal notice pursuant to 22(2) of *The Municipalities Act*.
- 2. That after written notification is given that a road maintenance agreement is required by the Municipality, an agreement shall be struck by the contractor and the Municipality within five (5) days.
- 3. That the contractors shall be required to sign the agreement as attached to this Bylaw and identified as Schedule "A" in which the contractor shall return the completed form to the Administrator of the Municipality.
- 4. Once the agreement has been signed by the Reeve or Administrator then an agreement has been met.
- 5. That all contractors by December 31 shall remit to the Municipality for all materials hauled unless an alternate date as has been selected by the Reeve or Administrator as shown in Schedule A, Section 5 (a)(b).
- 6. On or before December 31 of the year in which the haul agreement has been issued, the contractor shall make a return under oath, in the form shown in Schedule "B" attached thereto, to the Administrator of the municipality showing the quantity of gravel, in the agreed units of measurement, hauled in the municipality and shall pay the prescribed fee as set out in Section 6 of this bylaw.
- 7. Any contractor who contravenes this bylaw will be subject to section 381 of *The Municipalities Act*.

Read three times on this 14th day of December, 2016.

{ S E A L }

Reeve

Administrator

*Certified to be a true copy of Bylaw #05-2016 adopted by
the Council of the Rural Municipality of Eyebrow No. 193
on this 14th day of December 2016.*

Administrator



SCHEDULE A
ROAD MAINTENANCE AGREEMENT

Agreement No. _____

THIS AGREEMENT made in duplicate;

BETWEEN: The Rural Municipality of Eyebrow No. 193
(hereinafter called "municipality")

AND: _____
(hereinafter called the "contractor")

WHEREAS:

1. The contractor wishes to haul goods and materials over certain public roads within the Municipality;
- 1.2 The Council of the Municipality requires the contractor to enter into a Road Maintenance Agreement pursuant to Bylaw No. 05-2016 and Section 22(1) of *The Municipalities Act*.

THE PARTIES AGREE AS FOLLOWS:

1. The Municipality shall:

- a) Permit the contractor to use the haul road subject to the terms of this agreement, and;
- b) Maintain the road in a suitable condition with the exception of contractors who have agreed to in inclement of winter conditions to maintain the haul road and do their own snow removal.

2. The contractor shall:

- a) Haul the following good and materials only:
"Gravel and Gravel Products" (rock, stone, sand, cement, shale, mud, oil, potash and emulsion);
- b) RM has to be notified at the beginning and when the haul ends;
- c) No contractor shall operate from any unlicensed extraction pit within the Municipality;
- d) During the summer the contractor shall supply dust control to those occupied acreages that are on the designated haul road;
- e) The RM may request the contractor to erect 60 kms per hour signs by occupied acreages along the designated haul road.

3. Contractor materials:

1. Haul the following materials: _____
2. Within the timeframe of: _____, 20____ to _____, 20____
3. Estimated yards or tonnes to be hauled: _____

4. On or over the following DEVELOPED MUNICIPAL AND UNDEVELOPED ROADS:

- a) AS HIGHLIGHTED ON ATTACHED MAP or described roads:
(hereinafter called the "haul road")

5. PAYMENTS OF HAUL FEES:

- a) Agrees to make payment of fees on the **1st day of every month** as directed by the administrator.

MONTHLY PAYMENTS REQUIRED:

ACCEPTANCE: _____ (CONTRACTOR SIGNATURE) ***

** (If the monthly payment is not received by the 15th of the month then the haul agreement is cancelled).

- b) May make payment of hauling fees at the **end** of the haul **or by December 31** of year of the permit issued:

6. RATES:

SUMMER: (March 16 to November 14)

Maintenance/restoration of road rates 2.15 cents/tonne; plus shortening of lifetime of municipal road rate of 1.84 cents/tonne for a total of:
3.99 cents/tonne/km (converted rate is **8.753 cents yard/mile**).

WINTER: (November 15 – March 15)

Maintenance/restoration of road rates 1.075 cents/tonne; plus shortening of lifetime of municipal road rate of .92 cents/tonne for a total of:
1.995 cents/tonne/km (converted rate is **4.375 cents yard/mile**).

7. Damages:

Bridges:

- a) The contractor agrees that they will not haul over **34.5 tonne across any bridge.**
- b) If damage occurs to a bridge they will pay the municipality its repair costs within thirty (30) days of written notification.

Roads:

- c) If severe road damage occurs which is directly attributable to the hauling operation, the Municipality reserves the right to negotiate the costs of the damage with the contractor.
- d) If an agreement cannot be reached, both parties agree that an engineer from Saskatchewan Highways and Transportation or another qualified arbitrator will be asked to assess the damage and his assessment shall be binding.
- e) 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.
- f) If the Municipality has to repair the road due to the contractor not using good judgement and hauling during wet weather conditions, then the contractor agrees to pay the going rate for the Municipal graders to repair the road due to their negligence at \$200.00 per hour, per grader, plus the cost of gravelling the road.
- g) Unless otherwise specified the maximum allowable speed shall not exceed **Seventy (70) kilometers** per hour.
- h) The contractor shall inspect the road prior to hauling and report of any prior damages to the Reeve or Administrator and will not start hauling until has passed inspection.
- i) At the time of execution of this agreement, the Contractor shall provide the Municipality with the license plate numbers of all vehicles which will be utilized:

- | | | |
|----------|----------|----------|
| 1. _____ | 4. _____ | 7. _____ |
| 2. _____ | 5. _____ | 8. _____ |
| 3. _____ | 6. _____ | 9. _____ |

- 8. If the contractor breaches any part of this agreement, the Municipality reserves the right to cancel the agreement and cease the hauling operation until such time as the concerns have been addressed.
- 9. This agreement shall be valid until **DECEMBER 31ST** of the year of issue, but **SHALL NOT** include the period of **SPRING ROAD BANS AS ORDERED BY SASKATCHEWAN MINISTRY OF HIGHWAYS.**

10. Notices:

Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and may be delivered to:

- (a) In the case of the notice or communication to the municipality:

R.M. of Eyebrow No. 193
P.O. Box 99
Eyebrow, SK S0H 1L0
Phone (306) 759-2101 Fax (306) 759-2026
email rm193@yourlink.ca

- (b) In the case of notice or communication to the contractor:

CONTRACTOR: _____

CONTACT NAME: _____

ADDRESS: _____

CELL PHONE: _____ FAX OR OTHER: _____

EMAIL: _____

Agreed this _____ day of _____, 20_____.

(_____) (_____)

CONTRACTOR SIGNATURE **REEVE OR ADMINISTRATOR SIGNATURE**



**SCHEDULE B
YEAR END DECLARATION OF HAULING ACTIVITIES TO
ROAD MAINTENANCE AGREEMENT**

Per Agreement No. _____

I, _____ OF _____,

In the Province of Saskatchewan, do solemnly declare THAT, during the year of _____, I hauled gravel, sand or rock. I ALSO I do declare THAT the below statement of hauling activities is true and is made under oath and by virtue of *The Canada Evidence Act* and if questioned will provide trucking records for examination to the Municipality.

AS PER SCHEDULE A HAUL AGREEMENT

GRAVEL, SAND OR ROCK DECLARATION OF QUANTITY HAULED:

SUMMER (March 16 to November 14):

I hauled _____ @ 3.99 cents/tonne/km

OR I hauled _____ @ 8.753 cents yard/miles

WINTER: (November 15 – March 15)

I hauled _____ @ 1.995 cents/tonne/km

OR I hauled _____ @ 4.375 cents yard/miles

Enclosed is my cheque for \$ _____ covering all the haul fees declared above and are due to the RM of Eyebrow No. 193 for the period of:

_____ to _____, 20__

(Date)

(Contractor Signature)