

**RURAL MUNICIPALITY OF BRITANNIA NO. 502
BYLAW NO. 08-2020**

**A BYLAW TO PROVIDE FOR ENTERING INTO ROAD MAINTENANCE AGREEMENTS
BETWEEN THE RURAL MUNICIPALITY OF BRITANNIA NO. 502 AND CONTRACTORS
HAULING AGGREGATE WITHIN THE MUNICIPALITY**

The Council of the Rural Municipality of Britannia No. 502 in the Province of Saskatchewan enacts as follows:

1. This bylaw maybe cited as the "Road Maintenance Agreements Bylaw".
2. In this bylaw, "Aggregate" includes rock, stone, sand, and other material in excess of 105 microns (.0004 inches) in diameter.
3. That contractors hauling aggregate within the Rural Municipality of Britannia No.502 shall be required to enter in an agreement as authorized under *Section 22 (1) of the Municipalities Act*. Agreement is attached to this Bylaw and identified as Schedule "A".
4. That all contractors shall be informed by registered mail or personal service pursuant to Section 22(2) of *The Municipalities Act* of their requirement to enter into a road maintenance agreement.
5. Any contractor, who contravenes any section of this bylaw, will be subject to the penalties outlined in 381 of *The Municipalities Act*.
6. That this bylaw shall come into force and take effect upon final reading and adoption.
7. Bylaw 05-2020 is hereby repealed.

(SEAL)

Reeve

Acting Administrator

Read a first time this 06 of May, 2020.

Read a second time this 06 day of May, 2020.

Read a third time this 06 day of May, 2020.

Road Maintenance Agreement

Agreement No. _____

Rural Municipality of Britannia No. 502
4824 47 Street
Lloydminster, SK
S9V 0Y7

And

Contractor: _____

Mailing Address: _____

WHEREAS the contractor wishes to use municipal roads for the purpose of transporting goods and materials that are significant in nature; the Council of the Rural Municipality of Britannia No. 502 (The Municipality) requires the contractor to enter in a road maintenance agreement pursuant to *Section 22 of the Municipalities Act*.

THE PARTIES AGREE AS FOLLOWS:

- 1. The Municipality shall allow the contractor to haul product along the roads located; *(please provide exact routes)*

- 2. The contractor shall before commencing an haul, estimate the total quantity of goods and materials to be hauled on the haul roads and pay to the municipality **as a compensation for road maintenance** to the haul roads a sum equal to the estimated total quantity times a rate of:

a. SECONDARY HAUL RATES:

	SECONDARY HAUL RATE <i>GST ADDITIONAL</i>
Maintaining and Restoring Municipal Roads	2.15 cent per tonne/ km
Shortening Lifespan Caused by Hauls	1.84 cents per tonne / km
TOTAL	3.99 cents per tonne / km

b. PRIMARY HAUL RATES:

	PRIMARY HAUL RATE <i>GST ADDITIONAL</i>
Maintaining and Restoring Municipal Roads	3.55 cent per tonne/ km
Shortening Lifespan Caused by Hauls	3.55 cents per tonne / km

TOTAL	7.1 cents per tonne / km
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3. For short term hauls, the contractor shall pay the compensation in Section 2 with 60 days of the completion of the haul, based on verified quantities in Schedule "B".
4. For on going hauls, the contractor shall pay the compensation in Section 2 on a monthly basis, based on verified quantities in Schedule "B".
5. If severe road damage, bridge damage, culvert damage or other structure damage occurs which is directly attributable to the hauling operation, the contractor shall make payment for compensation for repairs to the municipality with 60 days.
6. The contractor shall be responsible for the cost of dust control adjacent to occupied residence on routes and dust control will be required at council discretion if the safety of the travelling public becomes questionable due to excessive dust.
7. The municipality shall maintain the roads in a reasonable state of repair.
8. All loaded vehicles shall use only the route listed above in Section 1.
9. At the time of execution, the contractor shall provide the Municipality with the license number of all vehicles that will be hauling product in the accordance with this agreement.

Please list License Plate Number(s) Below:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. The contractor may haul weights limits, as stated in the *Weight and Dimension Regulations of the Highways and Transportation Act*. Weights exceeding secondary highway weights are prohibited unless a Municipal Overweight Transportation Permit has been issued by Road Data.
11. Upon request, the contractor shall provide load reports to verify the amount of goods or commodities hauled for the period specified by the municipality. Failure to do so within a 30 day period shall result in an immediate suspension.
12. If either party is in the opinion that the other party has not complied with any terms within this agreement that party shall be given written notice to the other party. In the absence of a 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 or breach of this agreement.
 - a. In the event the parties are unable to resolve any complaints, with respect to which notice in writing has be given pursuant to clause 12, a single arbitrator shall submit the matter(s) in dispute to binding arbitration.
 - b. The decision of the arbitrator shall be the final and binding for both parties
 - c. The provisions of the Arbitration Act, 1992 shall apply to the appointment of an arbitrator if the crown or an agent of the crown is the hauler or to all arbitrators conducted under this section, to the extent that the Act is not inconsistent with provision of the agreement.
13. If the contractor breaches any part of this agreement, the Municipality reserve the right to cancel the agreement.
14. This agreement shall be valid until December 31st of the year issued, but shall not include the period spring road as part of the Spring Road Restrict program as ordered by the Saskatchewan Ministry of Highways.

Agreed this _____ day of _____, 20____.

Contractor:

Rural Municipality of Britannia No. 502

X _____

Reeve

President or Owner

Printed Name

Administrator

X _____

Witness

(SEAL)

Printed Name

Haul Declaration
Road Maintenance Agreement

I, _____ of the _____, of _____
in the province of _____ do solemnly declare that:

1. During the month(s) of _____, 20____ I hauled the following commodities over municipal road allowances under the road maintenance agreement issued by the Rural Municipality of Britannia No. 502 and agree that the mileage Allocation Sheet is filled correctly:

Please Circle: Secondary Rate (3.99 cents) or Primary Rate (7.1 cents)

Agreement No. _____

Commodity: _____

Quantity: _____

Mileage Allocation Sheet

# Total Miles	# Total Yards	Fee	Total	GST	Remittance

2. I make this solemn declaration, conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath and by virtue of *The Canada Evidence Act*.

Declared before me at the
_____ of _____ in
the province of Saskatchewan this _____ day
of _____, 20____

Contractor/Owner

*A Commissioner for Oaths in and for the
Province of Saskatchewan*
My commission expires _____

HAUL ROAD INSPECTON FORM

To be filled out by R.M

R.M of Britannia No.502	Pre / Post Haul Road Inspection <small>(circle one)</small>
Contract No.	Date:

Contractor:
R.M. Reps:
Contractor Reps:

Sketch of Haul Road:

Show Significant Points (km) referred to in Descriptions including major culverts and bridges. Show farmyards, villages, pastures, intersections, etc. where dust control may be required. Note other special conditions.

Dust Control: Not Required: _____ Required: _____ Type: _____

Road Bans: No: _____ Yes: _____ % _____ Axle: _____

Current Local Conditions (i.e. Wet/Frozen): _____

Description of Road: (Note: 1 yard³/mile = 0.475m³ /km) & (1.0m³/km=201 yard³ /mile)

From Km	To Km	Type Grid, farm Access, trail, etc.	Approx. Gravel Coverage yd ³ /mile or M ³ /km	Were CL Profile or X-Sec's Done?	Photo No.	Comments (if required, use additional sheets)

From km	To km	Gradeline Hi/Med/Low/Nil	Crown ~ % X-Slope	Ride Smooth, Rough, ect.	Conditions/comments

Drainage Structures:

Km	Approx. Cover	Culvert Size & Type	General Conditions	Photo No.	Associated Drainage, Other Comments

Pre-Hauling Preparations: Note any dust control, special gravel or grading, etc. that may be required

From Km	To Km	Treatment	Comments (Reason for Treatment)

Post-Haul Remedial Work: Note any Restoration of Road Required

From km	To km	Type of Work	Comments

Follow-Up to Remedial Work (R.M. Approval & Clearance)

Pre-Haul Inspection		Post-Haul Inspection	
R.M. Rep. Signature	Date:	R.M. Rep. Signature	Date:
R.M. Rep. Signature	Date:	R.M. Rep. Signature	Date:
Contractor Rep. Signature	Date:	Contractor Rep. Signature	Date:
Additional Signature	Date:	Additional Signature	Date: