

# ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between

The Rural Municipality of \_\_\_\_\_ No. \_\_\_\_\_

(hereinafter called "the Municipality")  
- and -

\_\_\_\_\_  
(hereinafter called "the Hauler")

## WHEREAS:

The Hauler wishes to haul goods and materials over certain public roads within the municipality;

and

The council of the Municipality requires the Hauler to enter into a road maintenance agreement.

The parties agree as follows:

## Term

1. This agreement shall remain in force and effect from \_\_\_\_\_, 20\_\_\_\_ until \_\_\_\_\_, 20\_\_\_\_

## Hauler Obligations

2. Haul the following goods and materials only:
  - feed grains
  - feed supplements
  - hogs
  - manure
  - equipment and materials.

on or over roads designated by the Municipality (hereinafter referred to as the "haul roads")

3. Pay to the municipality on or before December 31 in each year the sum of  
  
as compensation for providing extra maintenance and repairs on the municipal roads.
4. Repair bridges, culverts or other structures damaged as a result of the bulk haul or pay to the municipality its costs of repairs within 30 days of written notification of damages.
5. Conduct the bulk hauling operation so as to minimize interference with traffic on the haul road.
6. Abide by weight restrictions as per weights as set in the Highways and Transportation Act as well as any lesser rates as set by the municipality.

#### **Municipality Obligations**

7. Permit the hauler to use the haul road subject to the terms of this agreement.
8. Maintain and repair the haul roads in a suitable condition to ensure that users may travel safely and permit speeds of a minimum of 65 km per hour with the exception of the following designated roads: Primary Grid, Grid, Main Farm Access and Special Roads in which case the speed shall be a minimum of 80 km per hour.

#### **Further Provisions**

9. The parties agree hauling be limited during sustained periods of wet weather where road conditions become adverse.
10. 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. 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.
11. In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 10, the matter or matters in dispute shall be submitted to binding arbitration by a single arbitrator. 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 Municipal Government for the Province of Saskatchewan who shall appoint an arbitrator. The decision of arbitrator shall be final and binding on both parties.

12. 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 certified mail addressed to:

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

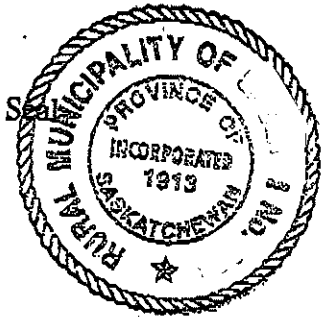
Rural Municipality of Sasman No. 336

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

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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 on the third business day after the day 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.

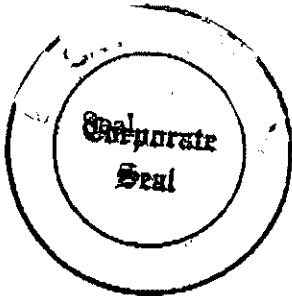
Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2006



The Rural Municipality of: \_\_\_\_\_ No. \_\_\_\_\_

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator



\_\_\_\_\_  
per

## Road Maintenance Agreement

This Agreement is made in duplicate:

The Rural Municipality of \_\_\_ No. \_\_\_  
(Hereinafter called the "municipality") -and-

Big Sky Farms Inc.  
(Hereinafter called the "hauler")

1.2 Whereas

1.2.1 The hauler wishes to haul goods and materials over certain public roads within the municipality;

1.2.2 The Council of the municipality requires the hauler to enter into a Road Maintenance Agreement pursuant to Section 190 of the Rural Municipality Act, 1989.

2. The parties agree as follows:

2.1 The hauler shall:

2.1.1 haul the following goods and materials only;

Feed grains, feed supplements, swine, manure, construction equipment and materials.

On or over the following municipal roads;

(Municipal roads are roads constructed to graded and drained standards ) As per attached map

And on or over the following undeveloped roads;

(undeveloped roads are roads not meeting municipal road standards; eg. Prairie trails, bladed trails ). As per attached map

Additional roads to be used in the municipality, other than those indicate require council approval.

(Hereinafter referred to as the "Haul Road");

In 2.1.2 pay to the municipality on or before December 31 in each year a sum equal to \$5.00 per sow for 5800 sows as compensation for providing extra maintenance and repairs on municipal roads.

2.1.3 repair bridges, culverts or other structures damaged as a result of the bulk haul or pay to the municipality its costs of repair within 30 days of written notification of damages.

2.1.4 provide for dust control on a shared basis of 50% being paid by the R.M. and 50% by Big Sky Farms, should the need arise, and only for;

1). The Feed Mill site ;

2). At locations where road dust may be dangerous to public safety.

2.1.5 Conduct the bulk hauling operation so as to minimize interference with traffic on the haul road; and

2.1.6 abide by the following weight restrictions: as per weights as set in the Highways and Transportation Act as well