

ROAD MAINTENANCE AGREEMENT

Agreement No. 2024 - ____

BETWEEN:

The Rural Municipalities of Pleasantdale No. 398, Lake Lenore No. 399, Flett's Springs No. 429, and Kinistino No. 459
(hereinafter called the "municipality")

– and –

(hereinafter called the "hauler")

WHEREAS the hauler wishes to use a municipal road for the purpose of transporting quantities of goods and materials that are significant in nature and the movement of which in the councils' opinions is likely to result in damage, the Councils of the municipalities require the hauler to enter into a Road Maintenance Agreement pursuant to Section 22 of *The Municipalities Act* and Part III of *The Municipalities Regulations*.

THE PARTIES AGREE AS FOLLOWS:

1. The municipality shall allow the hauler to haul product along the following roads:

Designated haul roads ONLY, as indicated on Appendix "A"

2. After the execution of the Road Maintenance Agreement, the hauler shall complete Schedule "A" within 15 days of completed season hauling, or by December 31, whichever is first AND shall pay IN FULL to the municipality as compensation for road maintenance and capital road loss based on verified quantities at a rate of:

	Summer Haul March 16 – November 14			Winter Haul January 1 – March 15 AND November 15 – December 31		
	\$/yd ³ /mi	\$/m ³ /km	\$/tonne/km	\$/yd ³ /mi	\$/m ³ /km	\$/tonne/km
Road Maintenance	0.0735	0.0596	0.0335	0.0367	0.0298	0.0167
Capital Road Loss	0.0629	0.0510	0.0287	0.0315	0.0255	0.0144
TOTAL RATE	0.1364	0.1106	0.0622	0.0682	0.0553	0.0311

3. **All vehicles shall use only the route mentioned in Section 1 above; and shall travel at a speed no greater than 60km/hr, whether the trailer is loaded or empty.**
4. The municipality shall maintain the roads in a reasonable state of repair.
5. 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 hauler. If an agreement cannot be reached, an engineer from Saskatchewan Ministry of Highways and Infrastructure will be asked to assess the damage and his assessment shall be binding.
6. The hauler may haul weights in accordance with the seasonal weights as established by the Ministry of Highways and Infrastructure.
7. 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 on a daily basis.
8. At the time of execution of the Road Maintenance Agreement, the hauler shall provide the municipality with the license number and description of all vehicles and trailers that will be hauling product in accordance with this Agreement, as per Schedule "B".
9. If the hauler breaches any part of this Agreement, the municipality reserves the right to cancel the Agreement.
10. This Agreement shall be valid until December 31 in the year of issue.

Agreed this ____ day of _____, 2024.

SEAL

PER: _____
 R.M. of Lake Lenore No. 399
 P.O. Box 280 St. Brieux, SK S0K3V0
 Ph: 306-275-2066
 Fax: 306-275-4667
 Email: RMLL@SASKTEL.NET

SEAL

PER: _____
 Hauler Name:
 Address:
 Ph:
 Cell:
 Email:

ROAD MAINTENANCE AGREEMENT

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Schedule "A" Haul Declaration

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT:)

I, _____, of the _____ of _____ in the Province of Saskatchewan, make oath and do solemnly declare:

That during the year 2024, I hauled the following over municipal roads under a regional road maintenance agreement issued by the R.M. of Lake Lenore #No. 399 and agree that the Mileage Allocation Sheet is filled correctly:

Mileage Allocation Sheet *[haul distance x quantity x rate = subtotal]*

	Distance Hauled	Quantity Hauled	Haul Rate	Subtotal	5% GST	Total
RM #398						
RM #399						
RM #429						
RM #459						
TOTAL						\$
less 80% initially paid						\$
REMITTED						\$

and 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.

Sworn before me at _____)
 in the Province of Saskatchewan)
 this ___ day of _____, 20__ .)

 A Commissioner of Oaths/Notary Public
 For the Province of Saskatchewan
 My commission/appointment expires _____

 Contractor/Owner Signature

Haul Rates:

	Summer Haul			Winter Haul		
	March 16 – November 14			January 1 – March 15 AND November 15 – December 31		
	\$/yd ³ /mi	\$/m ³ /km	\$/tonne/km	\$/yd ³ /mi	\$/m ³ /km	\$/tonne/km
Road Maintenance	0.0735	0.0596	0.0335	0.0367	0.0298	0.0167
Capital Road Loss	0.0629	0.0510	0.0287	0.0315	0.0255	0.0144
TOTAL	0.1364	0.1106	0.0622	0.0682	0.0553	0.0311

ROAD MAINTENANCE AGREEMENT

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Schedule "B" Truck & Trailer Listing

Truck Make/Model/Color	
Truck License Plate	
Trailer Make/Model/Color	
Trailer License Plate	

Truck Make/Model/Color	
Truck License Plate	
Trailer Make/Model/Color	
Trailer License Plate	

Truck Make/Model/Color	
Truck License Plate	
Trailer Make/Model/Color	
Trailer License Plate	

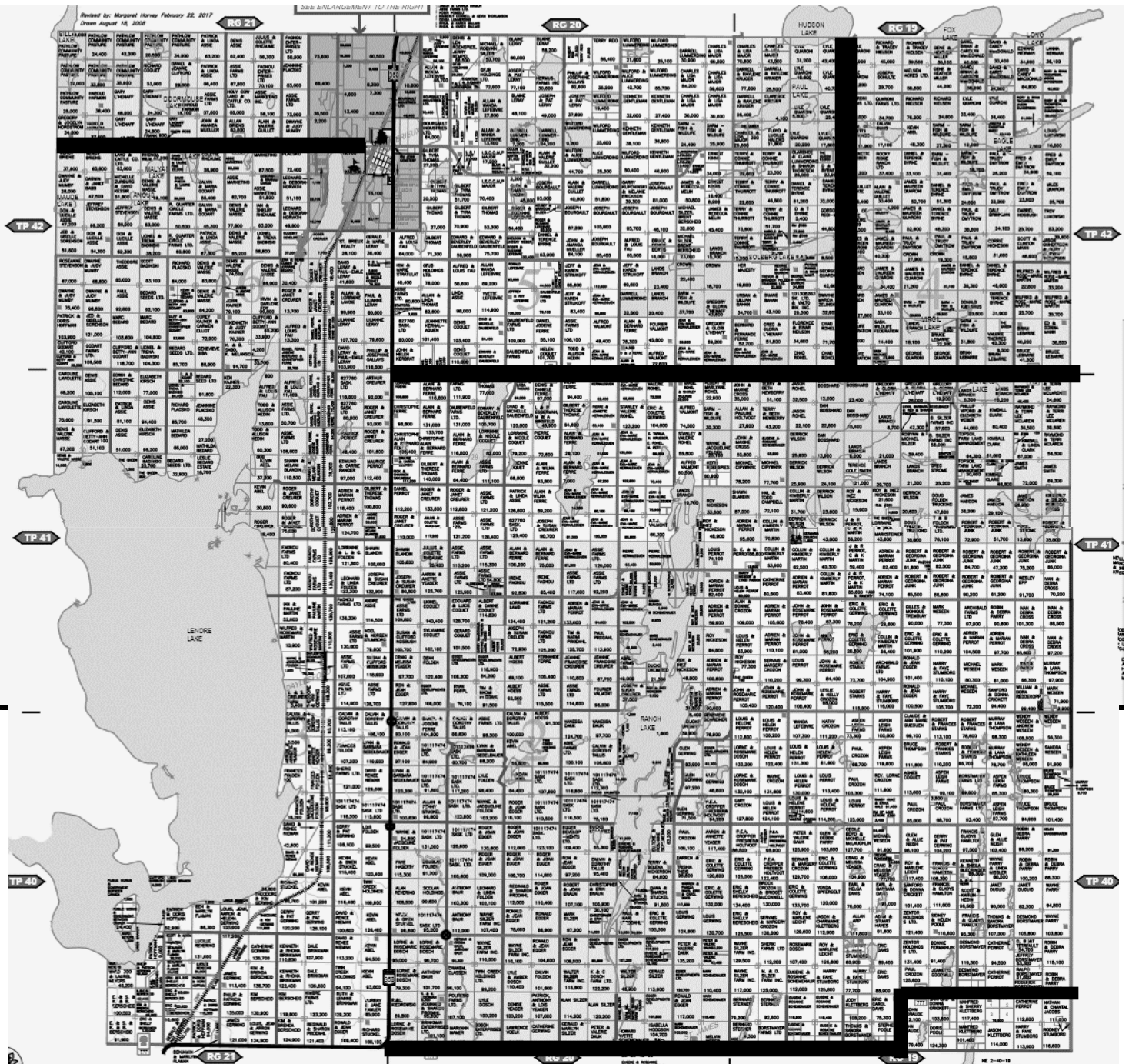
Truck Make/Model/Color	
Truck License Plate	
Trailer Make/Model/Color	
Trailer License Plate	

Truck Make/Model/Color	
Truck License Plate	
Trailer Make/Model/Color	
Trailer License Plate	

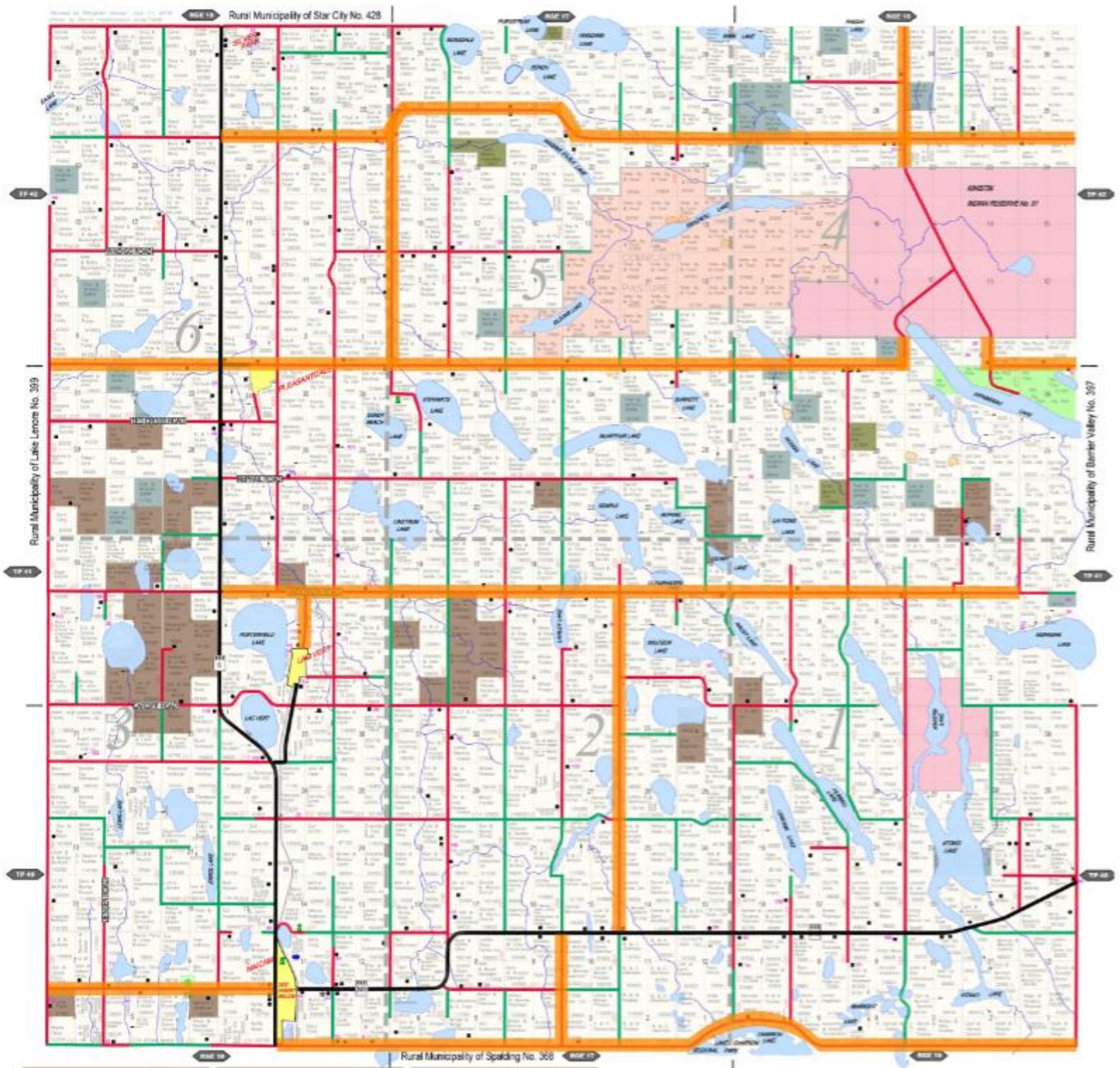
**** If there are more units, please add to the back of the sheet ****

APPENDIX "A" – HAUL ROUTES

RM of Lake Lenore No. 399 Haul Routes:



RM of Pleasantdale No. 398 Haul Routes:



RM of Flett's Springs No. 429 Haul Routes:

ALL ROADS

RM of Kinistino No. 459 Haul Routes:

ALL ROADS

Contact Information for Municipalities in Regional Group:

R.M. of Pleasantdale No. 398
P.O. Box 70
Naicam, SK S0K2Z0
Phone: 306-874-5732
Fax: 306-874-2225
Email: rm398@sasktel.net
Administrator: Trevor Peterson

R.M. of Lake Lenore No. 399
P.O. Box 280
St. Brieux, SK S0K3V0
Phone: 306-275-2066
Fax: 306-275-4667
Email: RMLL@sasktel.net
Administrator: Lynsi Parkin

R.M. of Flett's Springs No. 429
P.O. Box 160
Melfort, SK S0E1A0
Phone: 306-752-3606
Fax: 306-752-3882
Email: rm429@sasktel.net
Administrator: Tamie McLean

R.M. of Kinistino No. 459
P.O. Box 310
Kinistino, SK S0J1H0
Phone: 306-864-2474
Fax: 306-864-2880
Email: rm459@sasktel.net
Administrator: Jacquelynne Mann