

# ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made in duplicate;

**BETWEEN:**

The Village of Bulyea  
(hereinafter called the "Village")

- and -

The Rural Municipality of McKillop No. 220  
(hereinafter called the "RM")

**WHEREAS:**

The RM wishes to use the roads within the Village as a detour route, the movement of which in the Council's opinion is likely to result in damage.

The Council of the Village requires the RM to enter into a Road Maintenance Agreement pursuant to Section 22 of *The Municipalities Act*.

The agreement is made pursuant to and subject to the provisions of *The Municipalities Act* and its regulations.

**THE PARTIES AGREE AS FOLLOWS:**

1. The Village shall:

- 1.1 permit the RM to use the haul roads subject to the terms of this agreement;
- 1.2 administer this Agreement by providing up to date information that would be subject to review by the parties;
- 1.3 ensure that the information identified by the parties as confidential is held in strict confidence subject to *The Local Freedom of Information and Protection of Privacy Act*;
- 1.4 ensure that municipal roads are in a reasonable state of repair;
- 1.5 continue to apply for any available Government grants for road upgrading.

2. The RM shall:

- 2.1 only detour local traffic during the period of time until the RM road causing the need for a detour is repaired;
  - (a) on or over the following MUNICIPAL ROADS:  
From the Highway #20 access north on unnamed gravel road to Railway Avenue, east on Railway Avenue to Silton Street, south on Silton Street back to unnamed gravel road and to Highway #20 access
- 2.2 comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment;
- 2.3 notify the Village immediately in the event of any spills and environmental contamination problems on the specified roads or any adjacent lands as a result of the use of the specified roads, and the RM shall be solely responsible for the cost of all work to be carried out to correct such problems caused by the operation;
- 2.4 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 1.2.2. 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;
- 2.5 conduct the detour operation so as to minimize interference with other traffic on the specified road;

- 2.6 notify the Village if any work is being done that will require temporary closure of the road or an interruption of motor vehicle traffic;
  - 2.7 subject to *The Municipalities Act* and regulations, come to an agreement with the Village to either compensate the Village for maintenance of the road or maintain and repair the specified roads to a mutually acceptable standard, and to compensate the municipality for capital road loss that results from the haul in either case.
  - 2.8 for the purpose of this agreement the RM, is responsible for maintaining the haul roads to the standard agreed upon by both parties.
  - 2.9 inspect the roadway every three (3) days to determine if damage has been done and will give the Village notice of necessary repairs within four (4) days.
3. Each party shall appoint a representative for the purpose of this section.
- 3.1 Each party may avail themselves of the dispute resolution process established in *The Municipalities Act* at any time.
  - 3.2 The representatives shall inspect the detour roads together prior to commencement of the detour to establish the condition of the road.
  - 3.3 Within five (5) days of completion of the detour, 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 a release shall be issued by the Village.
  - 3.4 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 3.3. 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.
  - 3.5 In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 3.5, the matter or matters in dispute shall be submitted to the Saskatchewan Municipal Board in accordance with *The Municipalities Act*, section 22.1 to have the dispute dealt with through the road maintenance dispute resolution process.
  - 3.6 In accordance to subsection 15(1) of *The Municipalities Regulations*, each party shall agree to the following dispute resolution process prior to submission of the dispute to the Saskatchewan Municipal Board pursuant to clause 22.1(2)(b) of the Act (i.e. mediation, council appointed committee, other): Council appointed committee
4. 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 Village:  
Village of Bulyea  
P. O. Box 37  
Bulyea, Saskatchewan  
S0G 0L0

In the case of a notice or communication to the RM:  
R. M. of McKillop No. 220  
P. O. Box 369  
Strasbourg, Saskatchewan  
S0G 4V0

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 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 June, 2014.

For R. M. of McKillop No. 220

\_\_\_\_\_  
Reeve

(S E A L)

\_\_\_\_\_  
Administrator

For Village of Bulyea

\_\_\_\_\_  
Mayor

(S E A L)

\_\_\_\_\_  
Administrator