



Rural Municipality of Ellice - Archie

Maintain and enhance infrastructure and services; and provide positive, consistent leadership now and in the future.

BETWEEN:

The Rural Municipality of Ellice – Archie
with its office in McAuley, MB
(hereinafter referred to as the Municipality)

AND

.....
with its office in
(hereinafter referred to as the Hauler)

WHEREAS;

The Hauler wishes to haul goods and materials over certain public roads within the municipality during road restrictions.

The Municipality requires the Hauler to enter into an agreement for repair and restoration costs of haul roads set out below.

The Municipality shall file an inspection an inspection report before the commencement of this agreement and a final inspection report when the Spring Road Restrictions are lifted. The Hauler may attend the inspections and in all cases, a copy of the inspections shall be submitted to the Hauler.

The Hauler hereby agrees to the following conditions:

- a) Speed shall be limited to 50 km per hour;
- b) Restrict Weight limits to:
 - i. Gravel Roads: 60 kg / 10 mm tire width on any one axle assembly
 - ii. Paved Roads: 45 kg / 10 mm tire width on any one axle assembly
- c) Upon receiving notification from the Municipality, all hauling shall be immediately halted;
- d) To reimburse the Municipality 50%* for all repairs made to the Approved Haul Routes as mentioned in Section 1 below.

Head Office:

318 Railway Ave. PO Box 67,
McAuley, MB R0M 1H0
T:(204) 722-2053 F: (204) 722-2027
Email: mcauley@rmofellicearchie.ca

Satellite Office:

331 Main St PO Box 100
St. Lazare, MB R0M 1Y0
T: (204) 683-2241 F: (204) 683-2317
Email: stlazare@rmofellicearchie.ca

Satellite Office:
331 Main St PO Box 100
St. Lazare, MB R0M 1Y0
T: (204) 683-2241 F: (204) 683-2317
Email: stlazare@rmofellicearchie.ca



Rural Municipality of Ellice - Archie

Maintain and enhance infrastructure and services; and provide positive, consistent leadership now and in the future.

3. MUNICIPALITY RESPONSIBILITIES

Subject to all conditions of this agreement being followed, the Municipality shall:

- (a) Permit the Hauler to transport materials at normal road maximums during the Spring Road Restriction Period.
- (b) Upon completion of the haul, gravel and restore the haul roads to the condition in which they existed before the haul.
- (c) The Municipality shall contact the Hauler directly to alert of any road closures due to road conditions and / or weather.

Hauler Contact Name: _____

Hauler Contact Ph: _____

Hauler Contact Email: _____

4. INSPECTION

The Hauler shall appoint a representative for the purpose of this section. The Municipality's representative shall be the Public Works Foreman.

- (a) The Representatives shall inspect the road together prior to the commencement of the haul to establish the condition of the road.
- (b) Following completion of the haul, the representatives shall inspect the road for the purpose of determining what if any damage occurred as a result of the haul.

5. DISPUTES

- (a) 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 4(b). In the absense of written notice pursuant to this clause, the agreement shall be deemed to be property completed and no action may be maintained by either party respecting any breach of this agreement.

Head Office:

318 Railway Ave. PO Box 67,

McAuley, MB R0M 1H0

T:(204) 722-2053 F: (204) 722-2027

Email: mcauley@rmofellicearchie.ca

Satellite Office:

331 Main St PO Box 100

St. Lazare, MB R0M 1Y0

T: (204) 683-2241 F: (204) 683-2317

Email: stlazare@rmofellicearchie.ca



Trisha Huberdeau
Chief Administrative Officer

Rural Municipality of Ellice - Archie

Maintain and enhance infrastructure and services; and provide positive, consistent leadership now and in the future.

- (b) In the event the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 5(a) the matter or matters of dispute shall be submitted to binding arbitration by a single arbitrator.
- (c) The decision of the arbitrator shall be final and binding on both parties.

6. TERM

The Term of this agreement shall commence _____ and will be finalized upon reimbursement by the Hauler of all completed repairs undertaken by the Municipality.

Dated this _____ day of _____, 20.....

Hauler

Trisha Huberdeau, CAO
Municipality

Witness

Signature

Head Office:
318 Railway Ave. PO Box 67,
McAuley, MB R0M 1H0
T: (204) 722-2053 F: (204) 722-2027
Email: mcauley@rmofellicearchie.ca

Satellite Office:
331 Main St PO Box 100
St. Lazare, MB R0M 1Y0
T: (204) 683-2241 F: (204) 683-2317
Email: stlazare@rmofellicearchie.ca



Trisha Huberdeau
Chief Administrative Officer

Rural Municipality of Ellice - Archie

Maintain and enhance infrastructure and services; and provide positive, consistent leadership now and in the future.

ROAD INSPECTION REPORT

RM Representative: _____

Company / Contact Name: _____

Date Inspection took place: _____

Anticipated Start Date of Hauling: _____

Anticipated End Date of Hauling: _____

Road Names:

_____	_____
_____	_____
_____	_____
_____	_____

Anticipated Vehicle Usage (one way loads / hour)

LOW (0-6)

MODERATE (6-12)

HIGH (>12)

General Road Conditions

Road Grading: _____ Y N

Crowning: _____ Y N

Gravel on Road Top: _____ Y N

Bridge Condition: _____ N/A Y N

Culverts: _____ N/A Y N

Additional Comments: _____

Signed:

RM Rep: _____ Company Rep: _____

Head Office:

318 Railway Ave. PO Box 67,

McAuley, MB R0M 1H0

T: (204) 722-2053 F: (204) 722-2027

Email: mcauley@rmofellicearchie.ca

Satellite Office:

331 Main St PO Box 100

St. Lazare, MB R0M 1Y0

T: (204) 683-2241 F: (204) 683-2317

Email: stlazare@rmofellicearchie.ca