

R.M. OF FRENCHMAN BUTTE NO. 501


BYLAW NO 2013-20

A BYLAW TO PROVIDE FOR ENTERING INTO AN ROAD MAINTENANCE AGREEMENT WITH FELDSPAR INC.

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:


1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into an Road Maintenance Agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A", with Feldspar Inc.
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".




Reeve


Administrator

Certified a true copy of the original Bylaw No. 2013-20


Reeve


Administrator



ROAD MAINTENANCE AGREEMENT

Agreed this 30th day of July, 2013.

THIS AGREEMENT is made in duplicate;

BETWEEN: The Rural Municipality of Frenchman Butte No. 501
Box 180
Paradise Hill, SK
S0M 2G0
(hereinafter called the "municipality")

- and -

Feldspar Inc.
5002 – 65 Street
Lloydminster, AB
T9V 2K2
(hereinafter called the "hauler")

1. WHEREAS: The hauler wishes to haul goods and materials over certain public roads within the municipality;

AND WHEREAS: The council of the municipality requires the hauler to enter into a Road Maintenance Agreement pursuant to Section 22 of the Municipalities Act.

2. The parties agree as follows:

2.1 The hauler shall:

2.1.1 haul the following goods and materials only: Sand

on or over the following MUNICIPAL ROAD:

As shown on maps attached hereto, Appendix A and Appendix B (1.24 km)

(hereinafter referred to as the "haul road")

2.1.2 before commencing the haul, estimate the total quantity of goods and materials to be hauled on MUNICIPAL ROADS and pay to the municipality as compensation for **maintenance and repairs** to the MUNICIPAL ROADS a sum equal to 100% of the estimated quantities times a rate of 3.310 cents/cubic metre/km for material hauled in 2013. Actual haul quantities must be reported by the hauler, in writing, to the Municipality by December 15th of each year. Any differences between estimated haul quantities and actual quantities must be corrected, by payment or refund, by December 31 of each year. 2014 rates will be set at 3.830 cents/cubic metre/km.

2.1.3 before commencing the haul, estimate the total quantity of goods and materials to be hauled on MUNICIPAL ROADS and pay to the municipality as compensation for the **capital road loss** to the MUNICIPAL ROADS a sum equal to 100% of the estimated quantities times a rate of 2.830 cents/cubic metre/ km. Actual haul quantities must be reported by the hauler, in writing, to the Municipality by December 15th of each year. Any differences between estimated haul quantities and actual quantities must be corrected, by payment or refund, by December 31 of each year. 2014 rates will be set at 3.270 cents/cubic metre/km.

- 2.1.4 make payment for compensation in 2.1.2, 2.1.3 and 2.1.4 at one-half the rate if hauling takes place during the winter haul period, between November 15th and March 15th.
- 2.1.5 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.
- 2.1.6 pay to the municipality as compensation for dust control on MUNICIPAL ROADS, a sum equivalent to:
 - (a) for hauls of 100,000 tonne kilometers and greater, actual costs incurred by the municipality to a maximum of 1.0¢ per tonne kilometer;
 - (b) for hauls of less than 100,000 tonne kilometers, actual costs incurred by the municipality to a maximum of \$1,000;at the following locations:
 - (i) adjacent to occupied residences or businesses which are within 100 meters of the centerline of the haul road;
 - (ii) at locations deemed by the municipality where at the determination of council the road dust may be considered to be dangerous to public safety;
- 2.1.7 conduct the bulk hauling operation so as to minimize interference with traffic on the haul road; and
- 2.1.8 abide by speed and weight limits of the province for municipal roads
- 2.1.9 provide for sanding during winter haul; and provide a grader to maintain the road each day that the haul is in process during summer haul.
- 2.2.0 ensure that the trucks use the designated haul route both loaded and empty.

3. The municipality shall:

- 3.1 permit the hauler to use the haul road subject to the terms of this agreement.
- 3.2 ensure that the MUNICIPAL ROADS are maintained and repaired in a suitable condition to ensure that users may travel safely.
- 3.3 upon completion of haul, repair, gravel and restore the MUNICIPAL ROADS to the condition in which it existed before the haul.
- 3.4 provide for dust control as described in 2.1.6

4. Each party shall agree to the following special provisions:

- 4.1 **The Hauler will respect the Municipality's discretionary road ban policy and will not haul when the road conditions are such that damage will occur.**

5. Each party shall appoint a representative for the purpose of this section.

- 5.1 The representatives shall inspect the haul road together prior to commencement of the haul to establish the condition of the road.
- 5.2 Following completion of the haul, 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 issued by the municipality.
- 5.3 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 5.2. 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.

- 5.4 In the event that the parties are unable to resolve any complaint with respect to which notice in writing has been given pursuant to clause 5.3, the matter or matters in dispute shall be submitted to binding arbitration by a single arbitrator.
- 5.5 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.
- 5.6 Clause 5.5 does not apply to the Crown or agents of the Crown.
- 5.7 The decision of the arbitrator shall be final and binding on both parties.
- 5.8 The provisions of The Arbitration Act, R.S.S. 1992. Ch A-24.1 shall apply to the appointment of an arbitrator if the Crown or an agent of the Crown is the hauler or to all arbitration's conducted under this section, to the extent that the Act is not inconsistent with the provisions of this agreement.

Rural Municipality of Frenchman Butte No. 501



Reeve



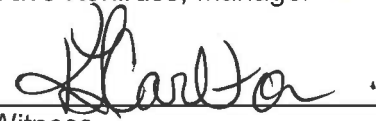
Administrator



Feldspar Inc.


Dave Kohlruss, Manager

(SEAL)



Witness

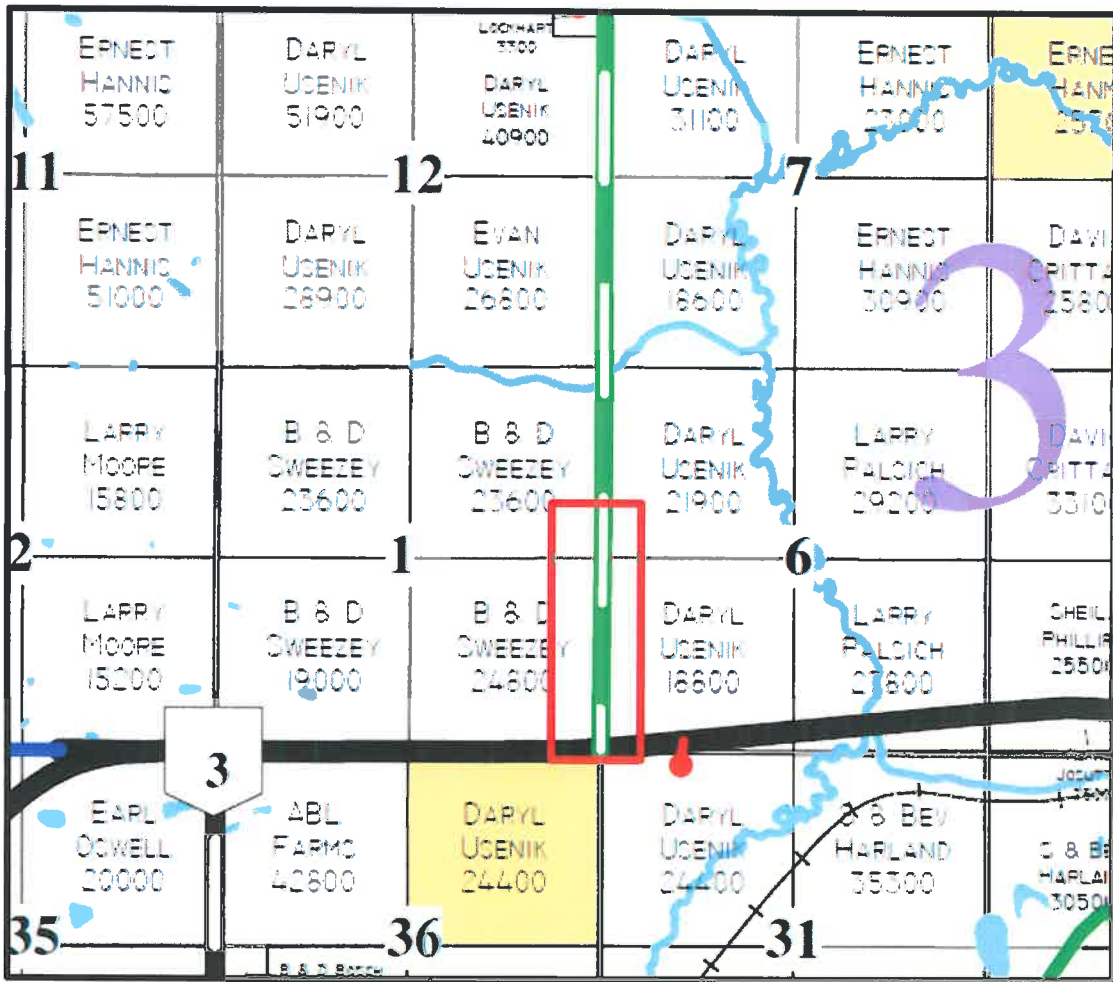
Appendix A



Dr

Bm

Appendix B



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from