

R.M. of Browning No. 34

Road Bond Policy

Policy No. 400-18

April 5, 2017

Subject:	Road Bond Policy
Type:	Transportation
Authority:	Approved by Council: April 5, 2017

Policy on Road Bonds

A Policy of the R.M. of Browning No. 34 to authorize the issuance of Road Bonds.

Purpose

The purpose of this Policy is to authorize the issuance of Road Bonds.

The R.M. of Browning No. 34 will allow road bonds on certain roads, as per Agreement attached as Schedule “A” to this Policy, at the rate of one hundred thousand (\$100,00.00) dollars per mile with five (5%) percent of that amount to be non-refundable in order to cover the maintenance costs and repairs for damage sustained during the duration of the Bond.

The Council will have the right to revoke the Agreement at any time.

SCHEDULE "A" TO POLICY NO. 400-18

THIS AGREEMENT MADE IN DUPLICATE THIS ____ DAY OF _____, 20__.

BETWEEN:

RURAL MUNICIPALITY OF BROWNING NO. 34,
of Box 40, Lampman, in the Province of Saskatchewan, S0C 1N0;

(hereinafter called the "R.M.")

- and -

XXXXXXXXXXXXXX
(Address of Company);

(hereinafter called "Contractor")

REGARDING ROAD BOND for XXXX (XXX) mile(s)
on that portion of (XXXTownship/Range Road XXXX):

(LOCATION)

As shown on Schedule "A" attached hereto
In order to access (XXXXLOCATION OF WELL/BATTERYXXXXX).

(hereinafter called "the road")

DRILLING LOCATION: LSD. XXXX of the (LAND LOCATION)
WELL NAME: (WELL NAME)

(hereinafter called "the location")

ROAD BOND AGREEMENT

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. That the Contractor supply a bond on the road in the amount of one hundred thousand (\$100,000.00) dollars per mile for the XXXX (XXX) mile(s) of the road described above;
2. Of the total road bond in the sum of XXXXXXXXX (\$XXXXXXX.00) dollars, five (5%) percent shall be a non-refundable holdback for a value of XXXXXXXXX (\$XXXXXX.00) dollars.

Page 2 - Road Bond Agreement - THE CONTRACTOR

3. The remainder of the bond will be held by the R.M. for any structural damages that may occur on the road due to the Contractor hauling on it during spring road restrictions. If the damage exceeds the amount of the Bond, the Contractor will be required to submit the agreed amount following road repairs.
4. The maximum weight allowed on the road shall be as follows:
 1. Steering Axle:
 - 10,0 kg per mm (560 pounds per inch) width of tire (manufacturers' stamped dimension) to a maximum of:
 - (i) 5,500 kg on the steering axle for the truck equipped with a single steering axle;
 - (ii) 11,000 kg on the steering axle group for a truck equipped with a tandem axle steering group.
 2. Other Axles:
 - 6.25 kg per mm (350 pounds per inch) width of tire (manufacturer's stamped dimension) to a maximum of 1,650 kg (3,638 pounds) per tire.
5. The R.M. has the right to designate time of day and number of loads to be hauled in any day.
6. The R.M. has the right to suspend any hauling due to inclement weather or dangerous road conditions at any time.
7. The Parties may meet at any time mutually agreed upon to discuss or deal with any disputes, questions, concerns or road damages deemed caused by the Contractor, its agents, or other parties working on behalf of the Contractor in the use of the road.
8. That the payment of the bond shall be made as follows:
 - The amount of the bond will be calculated as follows;
 - \$100,000.00 per mile for XXXXX (XXXX) mile(s) for a total of \$XXXXXX.00 and the five (5%) percent non-refundable portion of the bond, as set out previously, in the sum of \$XXXXXX.00 are to be paid to the R.M. upon signing this Agreement with two separate cheques or money orders: one cheque/money order in the sum of \$XXXX.00, which will be held in trust pending completion of this Agreement as set out in Clauses No. 3 and 9 of this Agreement, and one cheque/money order in the sum of \$XXXXXX.00, which is the non-refundable amount, which will be deposited upon receipt. All funds must be remitted and received by the R.M. prior to any commencement of operations once spring road bans are in place.
9. This Agreement shall be in force and effect until the end of spring road bans in the R.M. of Browning No. 34 and until the parties hereto meet to determine and agree if any portion of the road bond submitted under this Agreement be withheld to cover damages or refunded in full other than the non-refundable portion as mentioned herein.

Page 3 - Road Bond Agreement - THE CONTRACTOR

10. This Agreement shall include the successors and assigns of the parties hereto.
11. It is agreed that time shall in every respect be of the essence of these presents.
12. The Contractor shall indemnify and save harmless the RM, its directors, officers, employees, servants, agents, contractors and subcontractors from and against any and all costs, expenses, damages and liabilities sustained or incurred by any of them arising out of, directly or indirectly;
 - i) any failure by the Contractor, its employees, servants, agents, contractors, or subcontractors to perform or comply with any of the covenants, obligations, terms or conditions of the enclosed Bond Agreement; or
 - ii) any negligent act or omission of the Contractor, its employees, servants, agents, contractors or subcontractors as a result of road damage.
13. The R.M. has the right to revoke this Agreement at any time without prior written or verbal notice.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

RURAL MUNICIPALITY OF BROWNING NO. 34

Per: _____

(Seal)

Per: _____

(COMPANY NAME)

Per: _____

(Seal)

Per: _____