

BYLAW NO. 3-2020

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR ROAD MAINTENANCE


The Council of the Rural Municipality of Winslow No. 319, in the province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Winslow No. 319 is hereby authorized to enter into an agreement with the Rural Municipality of Mountain View No. 318 for road maintenance services, the terms of which are attached hereto and identified as Exhibit "A".
2. The Reeve and Administrator of the Rural Municipality of Winslow No. 319 are hereby authorized to sign and execute the agreement, the terms of which are set out in Exhibit "A", as attached hereto and forming a part of this bylaw.





Reeve



Administrator



*Certified a true copy of
Bylaw No. 3 - 2020 passed
by resolution of Council
on August 12, 2020.*

*Regan MacDonald
Administrator*

THIS AGREEMENT MADE IN DUPLICATE THIS 14 DAY OF July, 2020

BETWEEN:

RURAL MUNICIPALITY OF MOUNTAIN VIEW No. 318
(herein referred to as "Mountain View")

AND:

RURAL MUNICIPALITY OF WINSLOW No. 319
(herein referred to as "Winslow")

ROAD SERVICES AGREEMENT

WHEREAS:

1. Section 42 of *The Municipalities Act* allows a municipality to provide any service or thing to another municipality provided it has an agreement with that municipality;
2. Winslow has engaged in providing regular road grading and mowing within Mountain View on a portion of Range Road 3190 on the eastern boundary of 19-31-18-W3 ("the Mountain View land") and Mountain View has engaged in providing regular road grading and mowing within Winslow on a portion of Township Road 332 on the northern boundary of 12-33-19-W3 ("the Winslow land") as shown on the attached map.

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Winslow shall continue to provide regular road grading and mowing on the Mountain View land and Mountain View shall continue to provide regular road grading and mowing on the Winslow land (herein called "the Services").
2. For the Services provided in paragraph 1 above, neither party shall be required to pay anything to the other party. Each party shall provide, at its own cost, all personnel, equipment, materials and whatever else may be necessary for the proper completion of the Services.
3. The Services shall be performed in a timely and efficient manner.

4. In the event that additional road work, such as mulching, dust control, road sloping, pulling shoulders, is required by a party, which is beyond the scope of the Services, it shall be communicated to the party in whose jurisdiction the road is located and the parties shall endeavor to agree on the work to be provided and the cost of such work to be paid by the requesting party. Notwithstanding this term neither party shall complete any such extra work without the prior consent of the other party.
5. Either party may terminate this agreement without compensation or penalty for any reason without cause upon 60 days written notice to the other party.
6. The term of this agreement shall be for a period of two years ending on December 31, 2021. This agreement may be extended annually thereafter on the mutual consent of both parties.
7. Each party shall openly share and exchange all information in its possession with the other party with details concerning the Services provided.
8. Each party shall be responsible for all acts and omissions of its employees, agents and subcontractors and will pay all contributions, source deductions and taxes on or behalf of its own employees and agents.
9. Each party shall be solely responsible for all losses, damages, costs and expenses for injury to any person, damage to property, or infringement of the rights of others incurred in the performance of the Services from any cause whatsoever by the party and its employees, agents or subcontractors.
10. Each party shall indemnify and hold harmless the other party, and its Councillors, employees, officers, agents, successors and assigns against any and all claims, losses, damages, liabilities, penalties, damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the party, its respective agents, employees, subcontractors, successors and assigns that occurs in connection with this agreement. This indemnification will survive the termination of this Agreement.
11. In the event of a dispute between the parties regarding this agreement, the parties shall resolve the dispute in the following manner:
 - a. The parties shall first attempt to resolve the dispute through negotiation and/or mediation;
 - b. If this is unsuccessful, prior to taking matters to court, the matter will be referred to the arbitration of a single arbitrator if the parties agree upon one, otherwise to three arbitrators, and subject to the requirements of *The Arbitration Act, 1992* (Saskatchewan) or its successor legislation. Where three arbitrators are required, one will be appointed by each party and a third to be appointed by the two chosen arbitrators. The award and determination of the arbitrator(s) will be binding upon the parties.

12. Neither party will assign or otherwise transfer its obligations under this agreement without the prior written consent of the other party which consent may be unreasonably withheld.
13. This Agreement will enure to the benefit of and be binding on the parties and their respective successors and assigns.
14. This Agreement will be covered by and construed in accordance with the laws of the Province of Saskatchewan and the Courts of Saskatchewan will have jurisdiction in the event of a dispute.
15. In the event that any provision of this Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with invalid or unenforceable parts served from the remainder of this Agreement.
16. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

SIGNED on behalf of the **RURAL MUNICIPALITY OF MOUNTAIN VIEW No 318**, this 14 day of July, 2020.



RURAL MUNICIPALITY OF MOUNTAIN VIEW No 318

[Signature]
REEVE

Rachel Desbald
ADMINISTRATOR

SIGNED on behalf of the **RURAL MUNICIPALITY OF WINSLOW No 319**, this 12 day of August, 2020.



RURAL MUNICIPALITY OF WINSLOW No 319

[Signature]
REEVE

Regan MacDonald
ADMINISTRATOR

RM of Mountain View No. 318 Road Maintenance Agreement

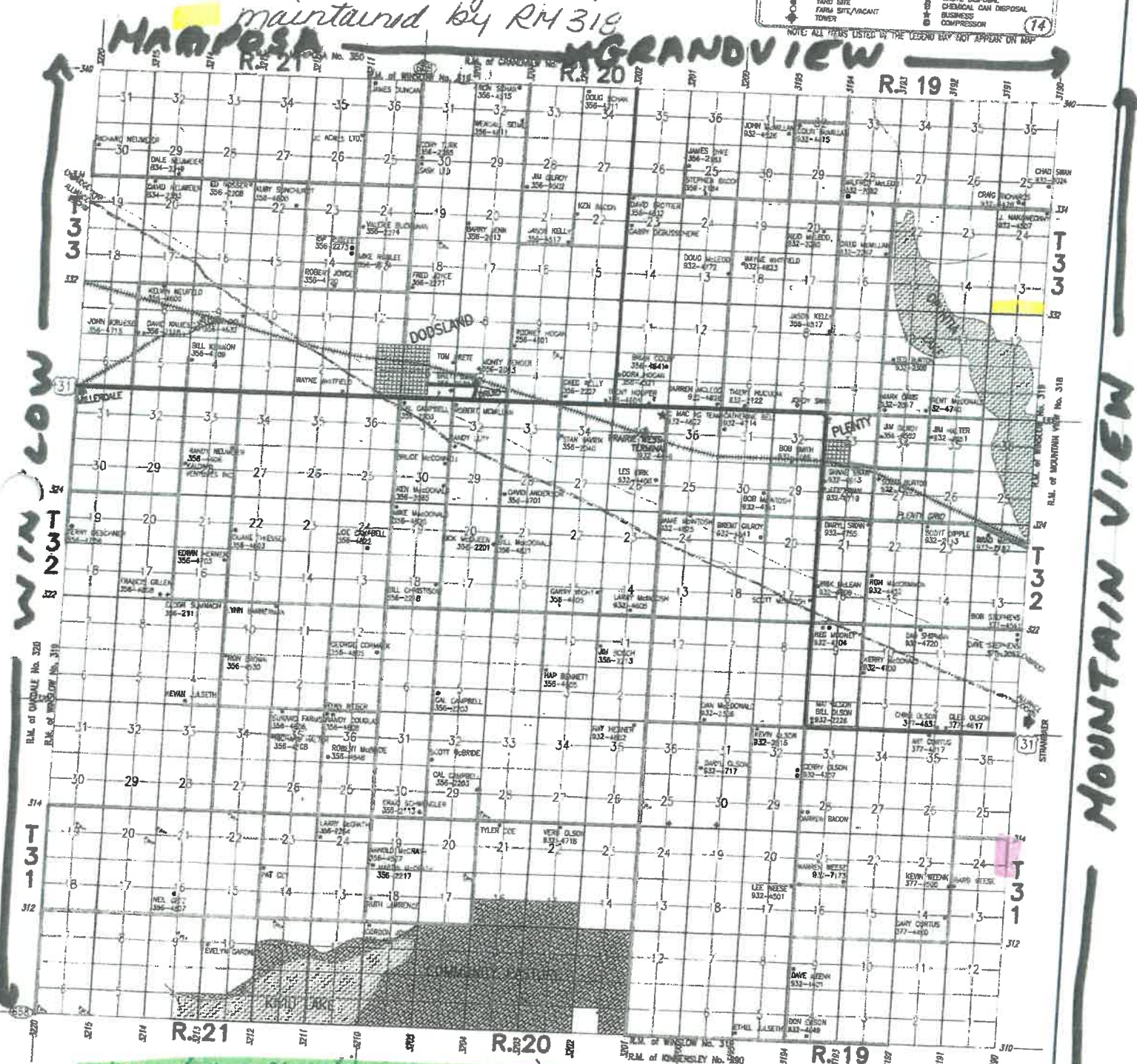
R.M. of Winslow No. 319

maintained by RM 319
 maintained by RM 318

LEGEND

- PROVINCIAL HIGHWAY
- PRIMARY ROAD
- MAIN FARM ACCESS
- GRID ROAD
- MEMORIAL ROAD
- OTHER ROAD
- DIRT TRAIL
- RAILWAY
- PIPELINE
- TOWER SITE/VACANT
- BRIDGE
- CENETERY
- BATTERY
- BELL
- CHURCH
- SCHOOL
- COLONY
- CONCRETE PIT
- WASTE DISPOSAL
- CHEMICAL CAN DISPOSAL
- BUSINESS
- COMPRESSOR

NOTE: ALL ITEMS LISTED IN THE LEGEND MAY NOT APPEAR ON MAP



regular upgrading & mowing

THIS RM WAS DRAFTED USING THE MOST CURRENT MAP AVAILABLE FROM THE MUNICIPALITY (2014). SOME CHANGES MAY HAVE BEEN FOUND AND CORRECTED BY OUR OWN RESEARCH.

WINSLOW

