

County of St. Paul No. 19



ROAD PROTECTION/MAINTENANCE AGREEMENT

MEMORANDUM OF AGREEMENT made this day of _____, _____.

The County of St. Paul No. 19,
A Municipal Corporation in the Province of Alberta
(Hereinafter known as “the Municipality”)

And

(Hereinafter known as “the Heavy Hauler”)

WHEREAS the Municipality has jurisdiction over all local roadways within the County of St. Paul No. 19;

AND WHEREAS the Municipality is committed to protecting and maintaining every road under its management in a reasonable state of repair, having regard for the character of each road and the area of the Municipality in which it is located;

AND WHEREAS the Heavy Hauler requires the use of the Roads, as described in Section 2, which forms part of this Agreement, to carry out its operations (the “Use”);

AND WHEREAS the Heavy Hauler wishes to ship, haul or receive certain goods, equipment or materials over certain public roads within the municipality, the movement of which in the Municipality’s opinion is likely to result in damage;

AND WHEREAS the Municipality agrees to refrain from placing a road ban on the Roads to allow the Heavy Hauler to make Use of the Roads in consideration of the Heavy Hauler assuming certain responsibilities and obligations relating thereto as set out in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the Municipality not placing road bans on the Roads and of the terms and conditions hereinafter specified, the parties agree as follows:

1) TERM:

The term of this Agreement is for one year from the date executed unless terminated earlier by either party in accordance with the terms of this Agreement.

Furthermore, the Heavy Hauler specifically acknowledges and agrees that any failure on its part to strictly adhere to the terms and conditions of this Agreement shall constitute good and sufficient grounds for the Municipality to terminate this Agreement without providing the Heavy Hauler with prior notice of intention to terminate this Agreement.

2) LOCATION:

Designated Haul Road/Route:

3) CONDITIONS OF USE

The Municipality requires the Heavy Hauler to enter into a Road Protection/Maintenance Agreement. The Agreement is made pursuant to and subject to the provisions of the *Municipal Governance Act* and its regulations.

All costs of compliance with the Conditions of Use are to be borne by the Heavy Hauler.

THE PARTIES AGREE AS FOLLOWS:

At all times, the Heavy Hauler shall operate in accordance with all Federal, Provincial and Municipal legislation, regulations, bylaws, approvals, licenses, or certificates as such may affect or impact the Use of the Roads from time to time.

Specifically, the Heavy Hauler acknowledges and agrees that it is responsible to:

- Pay within 60 days of demand by the Municipality, for maintenance related to the Use of the Municipality's Roads, to keep the Roads in a safe and passable state of repair for all commercial, industrial, passenger and recreational vehicles at all times during the term of this Agreement including but not limited to the cost of repairing oil or asphalt deterioration, gravel loss, rutting as well as damage to

road shoulders, culverts, signs or bridges, and damage to native grass or erosion on undeveloped road allowances;

- Pay within 60 days of demand by the Municipality for resurfacing or re-gravelling, as the case may be, of the Roads as required and deemed necessary by the Municipality in the sole discretion of the Municipality's Superintendent of Public Works or his/her designate.
- Provide or pay upon request, for appropriate dust suppression on the Roads when and if such dust suppression of the Roads is required and deemed necessary by the Municipality's Superintendent of Public Works or his/her designate.
- The Hauler agrees to honour the conditions set out in the County of St. Paul's Road Protection/Maintenance Agreement Policy PW-92.

Moreover as a condition of this Agreement, security in the form of an irrevocable letter of credit, certified cheque, or cash may be required. In the event that a Heavy Hauler damages the Roads and does not immediately arrange for and start repairs, the Heavy Hauler may be required to provide a security deposit for future hauls. The need for a security deposit shall be at the discretion of the Superintendent of Public Works.

The parties hereto mutually agree at all times during the term of this Agreement, the Roads shall remain available for public use.

Additional Conditions:

The Hauler will be charged a [HAUL ROAD FEE](#) of \$0.20 per tonne per mile of County road used for all aggregate material hauled outside of the Municipality. The Haul Road Fee will be non-negotiable with the County.

IN WITNESS WHEREOF the parties have hereunto caused their respective signatures to be affixed through their respective agents in this regard.

COUNTY OF ST. PAUL NO. 19

Superintendent of Public Works or Designate

Print Name:

Signatures:

HEAVY HAULER

Signature of Representative

Print Name:
