

# **SHOP ROAD (57<sup>th</sup> Street) AGREEMENT**

**THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**BETWEEN:**

**THE TOWN OF ST. PAUL  
Hereinafter called "the Town"  
Of the First Part**

**- and -**

**THE COUNTY OF ST. PAUL NO. 19  
Hereinafter called "the County"  
Of the Second Part**

**AND WHEREAS** the Town had annexed 80 acres from the County inclusive of 57 Street from 56 Avenue to Township Road 582, hereafter called "the street".

**AND WHEREAS** the Town will be installing water and sewer infrastructure into the above named roadway.

**NOW THEREFORE** this agreement witnesseth that, in consideration of the mutual covenants and undertakings herein, the parties hereto agree as follows, namely;

## **1.0 WATER LINE CONSTRUCTION**

- 1.1 The County will remove the oiled road surface of the street, store the material in the County's Public Works yard, and re-lay the road following the installation of water and sewer lines. The County will invoice the Town for all labour and materials as well as rental of equipment at 20% less the Alberta Road Builders rate.
- 1.2 The Town will be responsible for the installation of the water and sewer lines.
- 1.3 The Town will be responsible for the communications plan to the public regarding this installation including advertising, signage, and detours.

## **2.0 SUMMER MAINTENANCE OF ROAD**

- 2.1 When deemed necessary by mutual agreement between the Town and County and based on availability of County equipment, the County will reclaim and add gravel/oil to the street based on the reimbursement for all labour and materials as well as rental of equipment at 20% less the Alberta Road Builders rate.

### **3.0 WINTER MAINTENANCE OF ROAD**

- 3.1 The County will blade and sand the street when County equipment is leaving the Public Works Shop at no cost to the Town.

### **4.0 DISPUTE RESOLUTION**

- 4.1 Should a dispute arise, the County Chief Administrative Officer and the Town Chief Administrative Officer will attempt to resolve the dispute through discussion and consensus.
- 4.2 Failing 4.1, the municipal Councils will attempt to resolve the dispute.

### **5.0 AMENDMENTS**

- 5.1 This Agreement may be amended solely by written agreement of both parties.
- 5.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

### **6.0 TERM OF AGREEMENT**

- 6.1 This agreement will come into force effective \_\_\_\_\_, 20\_\_ and will remain in force for a period of 5 years.
- 6.2 Either party may terminate this Agreement at any time without cause by giving notice in writing to the other party of not less than ninety (90) days.

### **7.0 BINDING**

- 7.1 This Agreement shall ensure to the benefit of and is binding upon the parties of this Agreement and its respective successors and any assignees of the County and Town.

### **8.0 REPRESENTATIVES**

- 8.1 The representative of the parties and the address for notice for the purposes of this Agreement are as follows:

**Town of St. Paul**

Representative:

Address:

Chief Administrative Officer

5101 – 50 Street, Box 1480

St. Paul, AB T0A 3A0

**County of St. Paul No. 19**

Representative:

Address:

Chief Administrative Officer

5015 – 29 Avenue

St. Paul, AB T0A 3A4

## 9.0 SIGNATURES

9.1 This Agreement is executed by the parties as the date shown on the first (1<sup>st</sup>) page of this Agreement.

### TOWN OF ST. PAUL

Per: \_\_\_\_\_  
MAYOR

Per: \_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

### COUNTY OF ST. PAUL NO. 19

Per: \_\_\_\_\_  
REEVE

Per: \_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER