



**MASTER ROAD USE**  
**AGREEMENT**

Agreement No. \_\_\_\_\_

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

BETWEEN:

**LEDUC COUNTY**  
(hereinafter referred to as "the County")

of the First Part

and-

\_\_\_\_\_  
(hereinafter referred to as "the Company")

of the Second Part

WHEREAS the County has the direction, control and management of all roads within its municipality boundaries pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended and repealed and replaced from time to time;

AND WHEREAS the Company desires to transport goods and materials within the jurisdiction of the County pursuant to the terms as set out specifically by the Long Term or Short Term Permit which forms part of this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the terms and conditions hereinafter specified, the parties agree to as follows:

**USE OF ROAD**

1. Subject to the terms and conditions set out in this Agreement, the Company may transport the goods and materials as set out specifically in by the Long Term or Short Term Permit which forms part of this Agreement during the Term of the Agreement. All activity associated with this Agreement shall include the transport of goods, associated manpower and materials to and from the operations site along the Route and shall include start-up operations, on-going operations and wrap-up operations.

**TERM**

2. The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_, and conclude on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

**INSPECTIONS**

3.
  - a. The County shall conduct pre- and post-haul inspections of the Route as set out in by the Long Term or Short Term Permit which forms part of this Agreement, A fee will be charged to the Company for pre- and post-haul inspections as set out in the current Leduc County Fees and Charges Bylaw.

- b. The County shall conduct intermediate inspections of the Route Term or Short Term Permit which forms part of this Agreement to assess the condition of the Route and to determine the deterioration of the Route attributing to the Company.

#### COVENANTS AND OBLIGATIONS OF THE COMPANY

4. In consideration of the permission hereby granted by the County, the Company covenants and agrees to the following:
  - a. To pay for any and all damages which may result to roads, ditchways, culverts, bridges or other property on or adjacent to the Route, as determined by the County, acting reasonably;
  - b. To pay any and all expenses or out-of-pocket disbursements which may be incurred by the County in connection with the terms and conditions of this Agreement whether they be for inspection, escort, videotaping, supervision, monitoring or whatsoever;
  - c. To provide dust abatement measures, at the Company's own expense, on the Route where the Route passes in front of any residence or business which has been designated by the Public Works Designate and. Any segment(s) of road along the Route previously treated by the County with dust abatement materials, regardless of location from the centre line of the Route or its location to any residence or business, must be maintained by the Company as a dust abated segment during the term of this Agreement. The dust abatement measures will be performed up to the standards prescribed by the County and by Alberta Environment for use and application of dust abatement materials;
  - d. To provide daily clean-up of tracking material or other deleterious materials, including but not limited to mud, clay, garbage or any other foreign material falling from the Company's vehicles, deposited along the Route;
  - e. To provide weekly grading of all portions of the Route which consist of gravel roads in order to level the gravel if required as agreed upon by the Company and the Public Works Designate.
  - f. To confirm that no restrictions have been placed on the Route by the County prior to commencing any hauling for that day and if restrictions have been placed on any part of the Route, the Company must abide by such restrictions unless the Company has obtained an expressed written exemption from the County. This will include, but is not limited to, any axle loading restrictions or road bans that the County may, acting reasonably, place on the Route from time to time;
  - g. All trucks must carry a copy of the short term (permit from Roadata or long term (Schedule A) Agreement, in its entirety, during the effective dates of this Agreement and produce same when required by Leduc County or by a Peace Officer;
  - h. To provide any special signing and traffic control persons as required by law and the County to ensure the safety of others using the roads that comprise the Route;
  - i. To obtain and maintain all the necessary permits, licenses, approvals and authorizations and to comply with any restrictions or regulations as required by law, bylaw, County regulation or policy;
  - j. If requested to provide a complete written list of trucks to the Public Works Designate prior to commencement of any operations. Any changes to the list of trucks must be provided to the County; and
  - k. To abide by any additional terms and conditions as set out in by the Long Term or Short Term Permit which forms part of this Agreement

## INDEMNIFICATION BY THE COMPANY

5. The Company shall at all times and without limitation, indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councilors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any occurrence, event, incident or matter cause by, and/or arising as a direct or indirect result of:
- a. Any act or omission of the Company and/or any of those persons for whom the Company is responsible at law (including, without limitation, any of its employees or subcontractors), whether occasioned by negligence or otherwise;
  - b. The costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Company; or
  - c. Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Company to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this Section are in addition to and shall not prejudice any other rights of the County has at law or in equity. This Section shall survive the termination or expiry of this Agreement.

## INSURANCE

6. Without in any way limiting the liability of the Company under this Agreement, the Company shall obtain and maintain in force during the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably;
- a. standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one of more persons or damage to or destruction of property;
  - b. a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
    - i. non-owned automobiles;
    - ii. Independent subcontractors;
    - iii. Contractual liability including this Agreement;
    - iv. Broad form property damage endorsement; and v. Environmental liability.
  - c. Workers' Compensation coverage for all employees, if any, engaged by the Company in accordance with the laws of the Province of Alberta;
  - d. employers' liability insurance respecting employees, if any, of the Company with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Company; and
  - e. such other insurance as the County may from time to time reasonably require.
7. The Company shall ensure that all insurance coverage maintained by the Company in accordance with this Agreement shall name the County and any other party designated by the County as an additional named insured, contain a severability of interests or cross liability clause, and shall provide that no such

insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County.

8. All liability insurance shall be maintained continuously until TWELVE (12) months after the conclusion date of this Agreement.
9. The Company shall, upon request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Company as set forth herein shall be borne by the Company.

#### MAINTENANCE AND RESTORATION OF ROUTE

10. The Company accepts responsibility for all road damage caused as a result of its use. The Company further agrees to restore the roadways, road allowances, drainage ditches and bridges that comprise the Route to the condition they were in as of the commencement date of this Agreement.
11. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the County and another user, the Company accepts responsibility for all road damage caused as a result of the shared use of the Route or portions of the Route by the Company and any other user(s) of the Route or portions of the Route that are party to another road use agreement(s) with the County.
12. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the County and another user, and this Agreement concludes or is terminated, the Company agrees to complete all maintenance and restoration work on the Route required by the County in accordance with this Agreement regardless of whether the road damage necessitating that maintenance and restoration work resulted from the use of the Route or portions of the Route by the Company or by another user(s). If the Company incurs maintenance and restoration expenses for work on the Route, and all or a portion of the expenses incurred arise from the shared use of the Route or a portion of the Route by another user(s) pursuant to a road use agreement(s) with the County, the County shall use reasonable efforts to give such assistance to the Company as it can legally give in the recovery of expenses incurred by the Company in excess of the Company's proportionate share of such shared maintenance and restoration expenses from other user(s) of the Route or portions of the Route by requiring payment of same by other user(s) as a condition of any road use agreement(s) between the other user(s) and the County; however, the County shall not be responsible for payment of any portion of the shared maintenance and restoration expenses incurred by the Company.
13. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) with the County, and the road use agreement between the County and the other user(s) concludes or is terminated prior to the conclusion of this Agreement, the Company shall reimburse any such user for the Company's proportionate share of maintenance and restoration expense that are incurred by that user.
14. Where this Agreement has concluded or is terminated and the Route continues to be used by another user(s) pursuant to a road use agreement(s) between the County and that user(s), the County may, at its sole discretion which shall be exercised reasonably, permit the Company to defer its immediate obligations regarding maintenance and restoration work if the Company can provide to the County proof of an agreement duly entered into between the Company and the remaining user(s) whereby the remaining user(s) agree to complete all required maintenance and restoration work, including the Company's proportionate share of said work, upon the conclusion or termination of the remaining user(s)'s road use agreement(s).
15. As determined by any inspection of the Route contemplated pursuant to Section 3 above, the County, at its sole discretion and acting reasonably, shall determine what maintenance or restoration work, if any, is required of the Route to be completed by the Company, at the Company's sole expense. The restoration shall include maintenance of the road surface in a safe condition by adding surface material as well as

restoration of the surface to an "as-found" condition prior to the expiry of this Agreement.

16. Such maintenance and restoration work to be undertaken at the Company's sole expense must be completed within 48 hours of the County providing notice of such repair and restoration and may be undertaken by the County at the Company's request or by a contractor, approved by the County, acting reasonably, hired by the Company. The Company may request for a longer period to complete the repair and restoration work if such work, as approved by the County, is of sufficient merit to extend the period beyond 48 hours. Notwithstanding the above, in the case of an emergency, as determined by the County, the Company shall be required to commence the maintenance or restoration work within one hour of the County providing notice of such emergency repair or restoration and complete such work within 24 hours.
17. If a grader and/or dust abatement equipment, which is to be supplied at the expense of the Company and is required to maintain or restore the Route in good condition and/or to provide dust control, compromises traffic safety including sight conditions, health conditions, etc., appropriate safety measures must be immediately and continually undertaken by the Company, at its sole expense, and must meet the standards so prescribed by the County.
18. The County may, but is not obligated to, perform any road maintenance and restoration it deems appropriate throughout the term of this Agreement to the Route based upon an inspection performed in accordance with Section 3 of this Agreement. The County may provide to the Company an invoice and the Company agrees to pay the said invoice within THIRTY (30) days of receipt of any invoice for the work completed by the County that is attributable to the activities of the Company.

#### SECURITY

19. The Company will provide Security pursuant to Leduc County Municipal Policy TS-13-04 Road Use Agreement, as amended or replaced from time to time and in the amount as determined by the Public Works Designate
20. The security shall be provided in the form of Letter of Credit, Insurance Bond, Certified Cheque or Bank Draft.
21. If the Security provided pursuant to Section 15 is provided in the form of an irrevocable letter of credit, the letter of credit shall be issued by a Chartered Bank or Treasury Branch with a term of at least ONE (1) year and shall contain provisions for either:
  - a. A covenant by the issuer that if the issuer has not received a release from the County SIXTY (60) days prior to the expiry of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year; or
  - b. A right on the part of the County to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the Municipality has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least SIXTY (60) days prior to the expiry of the security.
22. The County may invoke the provisions of Section 15 regarding Security, and cash or make demands as payee and beneficiary under the Security provided by the Company to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:
  - a. The Company by any act or omission is in default or breach of any term, condition or covenant of this Agreement;
  - b. The Company has been required to repair or restore any damage to the Route in accordance with the provisions of this Agreement and the Company has failed to undertake such repair or restoration or pay the costs and expenses of such repair and restoration within THIRTY (30) days after receipt from the County of an invoice; or

c. The Security to be provided by the Company to the County pursuant to this Agreement is due to expire within SIXTY (60) days and the Company has not deposited with the County a renewal or replacement of such Security in terms and form acceptable to the County.

22. In the event that the County has negotiated or called upon the Security to be deposited by the Company with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County deems fits to discharge the obligations of the Company pursuant to this Agreement.

23. No security under this Agreement will be returned to the Company until all operations and obligations of the Company have been concluded in accordance with this Agreement. In that regard, the Company shall notify the County of the termination of its operations contemplated by this Agreement. Security provided under this Agreement shall not be transferred to another operation and subsequent road use agreement until the Company has completed and complied with of any and all obligations under this Agreement.

ENFORCEMENT

24. Failure to obtain a Road Use Agreement may result in fines as per bylaw 27-18

25. The failure by the Company to abide by any of the terms described in this Agreement may result in the immediate suspension or termination of the Agreement by the County, as per policy 27-18

25. Notwithstanding Section 20 this agreement may be terminated without cause at any time by the County by giving SEVEN (7) days written notice to the Company.

GENERAL TERMS

26. The provisions of this Agreement shall survive the termination or expiration of this Agreement, as the context may require, and shall not be merged therein or herewith.

27. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed as aforesaid:

TO the County: LEDUC COUNTY  
101, 1101 – 5 Street  
Nisku, AB, T9E 2X3  
Fax: 780-955-7814

Attention: \_\_\_\_\_  
Email PWE@leduc-county.com

TO the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

29. No waiver of any breach of any representation, warranty, obligation, covenant, or condition in this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.

30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta

31. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

32. All of the provisions of this Agreement will be treated as separate and distinct any if any provision hereof is declared invalid, the other provisions will nevertheless remain in full force and effect.

33. This Agreement is non-transferable but shall ensure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunder affixed their seals of their proper officers as of the day and year first above written.

**LEDUC COUNTY**

Date: \_\_\_\_\_

Per: \_\_\_\_\_ c/s

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

"COMPANY"

Date: \_\_\_\_\_

Per: \_\_\_\_\_ c/s

Date: \_\_\_\_\_

Witness: \_\_\_\_\_