

KNEEHILL COUNTY
ROAD USE AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this date _____ day of _____, 2024

BETWEEN: Kneehill County

a Municipal Corporation having offices within the
Town of Three Hills, Province of Alberta
(hereinafter referred to as the "Municipality")

AND: _____

_____ (hereinafter referred to as the "Contractor")

The term of this Agreement will be from the Date Signed to December 2024

RE: Road Use Agreement for Construction, Intensive Truck Haul, etc.

This Agreement will cover all requests that pertain to construction and intensive truck haul activity. Kneehill County will be notified with a description of proposed work including number of vehicles, type and intensity of vehicles and equipment used, a map with route being travelled, time frame, and location prior to work commencing. Approvals will be issued by Kneehill County staff and added to this agreement throughout the year. All further requests throughout the current year will be reviewed and if approved, added to the current Road Use Agreement

AND WHEREAS the Contractor's use of the Road(s) may cause significant damage or changes to the Road(s);

AND WHEREAS the Municipality is the local road authority having jurisdiction regarding the Road(s);

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Prior to the commencement of the Contractor's work, a representative of the Municipality will inspect the Road(s) and record their findings in an Inspection Report.
2. The Contractor shall provide a copy of the Engineered Plans or Haul Notification detailing the scope of work to be conducted including a list of construction equipment to be utilized and the volume of materials to be hauled onto or out of the site and the proposed route.
3. The Municipality, at its sole discretion, will establish the haul route for the transfer of materials. The Municipality reserves the right to change the haul route at any time for any reason.

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4. The Contractor shall provide to the Municipality all contact information for the Sub-Contractors working on the project and the Contractor will be responsible for any and all actions or damages of or caused by the Sub Contractors retained or hired by the Contractor.
5. The Contractor shall be responsible for dust control on any road or sections of road which forms part of the haul route (the “Haul Roads”) unless the Municipality advises to the contrary in writing.
6. The Contractor shall provide copies of all permits and approvals from Alberta Environment, Department of Fisheries and Oceans, Department of Navigable Waters, as well as any other governing agency, associated with the Contractor’s work.
7. The Contractor shall be responsible for repairing or paying for the repairs to the Haul Roads as a result of the Contractor’s operations or any damage caused thereby. Any damage or change in condition of the Haul Road(s) not recorded in the Inspection Report shall be deemed to have been caused by the Contractor.
8. The Contractor shall provide to Kneehill County an unconditional and irrevocable Letter of Credit (“LOC”), in a form and from a financial institution to be approved by the County, or a cash deposit, in minimum the amount of \$5,000.00 (five thousand dollars) prior to the commencement of the truck haul and the movement of any equipment (**the requirement for a L.O.C. and the amount are at the discretion of the Infrastructure Department and will be based on the type of road surface, the length of the road, and the condition of the road**).

It is a further condition of the LOC that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof unless at least 30 days prior to any such expiration date, the Municipality notifies the Contractor in writing by registered mail that the Municipality elects not to consider the LOC renewed.

9. The contractor shall indemnify and hold harmless the Municipality and its servants, agents, employees and representatives from and against all claims, demands, damages, payments, suits, actions, recoveries and judgements or every nature and description brought against the Municipality, or the Contractors or their agents, employees or Sub-Contractors in the repairing, the maintenance or usage of the Road(s) and this indemnification shall survive the expiry of this agreement.
10. The Contractor shall provide and maintain comprehensive general liability insurance in an amount not less than \$5,000,000.00 inclusive per occurrence. The Municipality is to be added as an additional insured under this policy for any and all claims arising out of the Contractor’s operations (including Sub-Contractors retained by the Contractor). The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the Municipality, shall be provided to the Municipality prior to the commencement of any activity.

The Contractor shall provide and maintain automobile insurance on all vehicles owned, operated, or licensed in the name of the Contractor (or Sub-Contractors in their hire) in an amount not less than \$2,000,000.00.

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11. All trucking shall comply with legal weight restrictions (including applicable road bans) and shall take place between the hours of 7AM and 7PM, Monday through Saturday.
12. The Contractor shall comply with all safety regulations under the Occupational Health and Safety Act, all pertinent Provincial regulations, municipal bylaws and the Municipality's policies regarding, public safety and consideration for the general public.
13. The Contractor shall be responsible for all amounts due to Workers' Compensation in accordance with the Workers' Compensation Act.
14. Kneehill County may suspend or cancel this agreement at any time if deemed necessary by the Infrastructure Department due to excessive damage to the haul road, or a breach of this agreement.

In the event that this agreement is suspended or cancelled, the Contractor shall cease operations immediately. In the event the Contractor does not cease using the Road(s) after the suspension or cancellation of this agreement, at the discretion of the Infrastructure Department, the Contractor will pay the Municipality \$1,000.00 (one thousand dollars) for every trip made by the Contractor after the expiry or suspension of this agreement. Issuance of a cease operation directive may be verbal or written and may be given to the Contractor or any employee of the hauling company.

15. This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns;
16. This agreement may be terminated should the Contractor fail to immediately comply with any of the above terms or conditions.

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IN WITNESS WHEREOF I/We understand and agree to the terms and conditions of this Agreement:

Contractor: _____
Signature Name (printed)

Date: _____

This Road Use Agreement is hereby accepted and approved on behalf of the Municipality:

Approval Authority: _____
Signature Name (printed)

Approval Authority: _____
Signature Name (printed)

Date: _____