

**ROAD USE AGREEMENT**  
**(RUA: 2018/)**

---

MEMORANDUM OF AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

BETWEEN:

STURGEON COUNTY  
a County incorporated under the  
laws of the Province of Alberta,  
(hereinafter referred to as  
"Sturgeon"),

OF THE FIRST PART,

and

(hereinafter referred to as  
"the Hauler"),

OF THE SECOND PART,

WHEREAS Sturgeon by statute is responsible for the control and management of certain public highways, roads, streets, lanes, alleys and bridges (hereinafter referred as "the Sturgeon Roadways") within Sturgeon and the Hauler has applied to Sturgeon for permission to haul certain goods and materials on the Sturgeon Roadways; and

WHEREAS Sturgeon is prepared to permit the Hauler to haul the goods and materials requested by the Hauler on the Sturgeon Roadways, subject to the Hauler undertaking to repair any damage caused to the Sturgeon Roadways, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of Sturgeon permitting the Hauler to haul certain goods and materials, as specified on Schedule "A" hereto attached, over the Sturgeon Roadways during the period of time specified on Schedule "A" hereto attached, Sturgeon and the Hauler agree as follows:

1.     Forthwith upon the execution of this Agreement by the Hauler and Sturgeon, the Hauler shall supply Sturgeon with security in the amount as may be specified on Schedule "A" hereto attached to ensure compliance by the Hauler with each of the terms, covenants and conditions of this Agreement to be performed or carried out by the Hauler. The security to be provided by the Hauler to Sturgeon pursuant to this Agreement shall consist of a bank draft, certified cheque or an irrevocable Letter or Letters of Credit issued by a chartered bank or the Treasury Branch in favour of Sturgeon in such form as may be required by Sturgeon acting reasonably.
  
2.     The Hauler shall not haul any goods or materials on the Sturgeon Roadways until such time as the following conditions shall have been met:
  - a.    this Agreement shall have been executed by the Hauler and by Sturgeon;

- b. the Manager of Transportation for Sturgeon (hereinafter referred to as the "Transportation Manager") shall have acknowledged receipt of the specified security and authorized the Hauler in writing to proceed with the haulage; and
  - c. the Hauler shall have paid to Sturgeon any permit or administration fee required by Sturgeon for the entering into of this Agreement and the granting of approval to the Hauler to haul the goods and materials specified on the Sturgeon Roadways.
- 3. The Hauler, while operating within Sturgeon, shall at all times comply with all relevant statutes, regulations by-laws and resolutions, including, without restricting the generality of the foregoing, all permits, licenses and approvals issued by Sturgeon and the directions from time to time of the Transportation Manager for Sturgeon.
- 4. The Hauler shall at all times ensure that all servants, employees, agents, licensees and independent contractors hired or contracted by the Hauler abide by and comply with the terms and conditions of this Agreement and in the event that any of the Hauler's servants, employees, agents, licensees and independent contractors shall fail to abide by the terms and conditions of this agreement, Sturgeon shall be entitled to any of the remedies hereinafter contained. The Hauler acknowledges that he is responsible for and shall indemnify Sturgeon and save Sturgeon harmless from any and all liability or damages that result from any failure of any servant, employee, agent, licensee or independent contractor of the Hauler to abide by the terms and conditions of this Agreement, except where such liability or damages is the result of negligence or willful misconduct of Sturgeon. Without restricting the generality of the foregoing, the Hauler shall be responsible for ensuring that any customer of the Hauler or any third party who hauls any goods or materials on the Sturgeon Roadways with the express consent of the Hauler abides by and complies with all of the terms and conditions set out in this Agreement and the Hauler shall indemnify and save harmless Sturgeon from any and all liability or damages that result from any failure of any such customer or third party to abide by the terms and conditions of this Agreement. The Hauler shall not be liable to Sturgeon for punitive or consequential damages, provided however that in the event of a claim by a third party against Sturgeon for punitive or consequential damages arising from the negligence or failure to abide by the terms and conditions of this Agreement of the Hauler (or any of its servants, employees, agents, licensees, independent contractors, customers or third party hauling any goods of materials on the Sturgeon Roadways with the express consent of the Hauler) the Hauler shall indemnify Sturgeon for such punitive or consequential damages.
- 5. The Hauler shall ensure that the goods and materials to be hauled by the Hauler are hauled only on those Sturgeon Roadways which are designated in Schedule "A" hereto attached and the Hauler, at the sole cost and expense of the Hauler, shall ensure that the Sturgeon Roadways designated in Schedule "A" hereto attached are at all times maintained and repaired by the Hauler in the manner set out in Schedule "A" hereto attached.
- 6. The Hauler shall ensure that all vehicles used to haul the goods and materials on the designated Sturgeon Roadways do not exceed the speed limit or speed limits set out in Schedule "A" hereto attached.
- 7. In the event that the Hauler shall fail to perform or carry out one or more of the obligations and undertakings to be performed or carried out by the Hauler pursuant to this Agreement the Transportation Manager or any other municipal official shall be at liberty to issue a notice of deficiency to the Hauler advising the Hauler of his failure to perform or carry out one or more of his obligations or undertakings pursuant to this Agreement and the Hauler shall immediately undertake to perform or carry out such works or actions as might be stated in the notice of deficiency. In the further event that the Hauler fails to commence to perform or carry out the works or actions stated in the notice of deficiency to the satisfaction of Sturgeon within a period of Twenty-four (24) hours from the receipt of such notice of deficiency by the Hauler, Sturgeon shall be at liberty, but not obligated, to perform and to carry out the obligations and undertakings

and the cost and expense incurred by Sturgeon in carrying out the said obligations and undertakings shall be paid by the Hauler to Sturgeon.

8. In the event that the Hauler shall fail to perform or to carry out any of the obligations or undertakings to be performed or carried out by the Hauler pursuant to this Agreement, the Hauler shall pay on demand to Sturgeon all reasonable costs and expenses incurred by Sturgeon in enforcing or in attempting to enforce, or both, the terms and conditions contained in this Agreement, including, without restricting the generality of the foregoing, all legal fees and disbursements incurred by Sturgeon on a solicitor and client basis.
9. Notwithstanding any other provision contained in this Agreement to the contrary, in the event that the General Manager, Municipal Services or any other municipal official shall certify in writing that an emergency exists as a result of the failure of the Hauler to perform or carry out one or more of its obligations and undertakings under this Agreement, Sturgeon shall be at liberty, but not obligated, to immediately perform or carry out the obligations or undertakings which the Hauler has failed to perform or carry out without notice to the Hauler, and the Hauler shall pay on demand to Sturgeon all reasonable costs and expenses incurred by Sturgeon in performing or carrying out any obligation or undertaking which the Hauler has failed to perform or carry out.
10. In the event that the Hauler is in default of a term or condition of this Agreement and has not remedied the default within a reasonable period of time of Forty-Eight (48) hours, Sturgeon shall produce one or more certificates from the Transportation Manager certifying that Sturgeon, or any person claiming from or through Sturgeon, is entitled to payment from the security provided by the Hauler for the sum or sums so certified, and where applicable, the Hauler undertakes jointly and/or separately with the financial institution providing the security pursuant to paragraph 1 of this Agreement that the said sum or sums will be so paid immediately on demand without deduction, holdback or further proof and that the Hauler will not say or do anything to impede the prompt payment of such sum or sums by the said financial institution, whether or not the Hauler believes in the accuracy of such certificate. No such certificate shall be invalidated by want of from or error in working and such certificates may be amended from time to time. Notwithstanding that payment has been paid in accordance with this paragraph, the Hauler shall be entitled to dispute the amount of any payment from the security provided by this Agreement, provided however that nothing in this Agreement shall in any way detract from the County's ability to unilaterally draw on the security provided by the Hauler.
11. Upon the completion of the haul, the Sturgeon Roadways used by the Hauler shall forthwith be restored by the Hauler to the same condition as they were prior to the haul commencing; to the satisfaction of the Transportation Manager.
12. In the event that the Hauler shall fail to comply with any of the terms or conditions of this Agreement to be performed or carried out by the Hauler pursuant to this Agreement, Sturgeon may serve a notice upon the Hauler requiring the Hauler to quit hauling and upon the service of such a notice by Sturgeon on the Hauler, the Hauler shall stop all hauling activities within Sturgeon and the Hauler's rights under any permit or license issued by Sturgeon to haul goods or materials within Sturgeon on Sturgeon Roadways shall be suspended until such time as the suspension shall be lifted by Sturgeon.
13. This Agreement shall not be transferred or assigned by the Hauler without the consent in writing of Sturgeon.
14. All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time of or within Twenty-four (24) hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only) addressed:
  - a. In the case of Sturgeon, to:  
Sturgeon County

c/o Manager, Transportation Services  
Municipal Services  
9613 – 100 Street  
Morinville, Alberta  
T8R 1L9  
Contact: Roger Bergley Road Use Agreements Coordinator  
Direct: (780)939-8256  
Email: [rbergley@sturgeoncounty.ca](mailto:rbergley@sturgeoncounty.ca)

b. In the case of the Hauler, to:

and if mailed, shall be deemed to have been effectively given three (3) days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change it's address for receipt of notice by giving notice of it's new address to the other party as herein contemplated.

IN WITNESS WHEREOF Sturgeon and the Hauler have executed this Agreement as of the day and year first above written.

STURGEON COUNTY

Per: \_\_\_\_\_  
Manager Transportation Services, or designate

SIGNED, SEALED AND DELIVERED	)	
In the presence of:	)	
	)	
	)	_____
	)	(haulers name)
_____	)	
WITNESS as to the signature		
of		

**Road Use Agreement 2018/ : SCHEDULE “A”**

1. The landowner is required to obtain a development permit issued by the Planning and Development Department of Sturgeon County prior to any infill or removal of soil, stripping and grading activity occurring on the **lands legally described as follows:**

MERIDIAN          RANGE          TOWNSHIP  
SECTION  
QUARTER  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA:          HECTARES (          ACRES) MORE OR LESS  
(the “          Quarter”)

MERIDIAN          RANGE          TOWNSHIP  
SECTION  
QUARTER  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA:          HECTARES (          ACRES) MORE OR LESS  
(the “          Quarter”)

(collectively the “Site”)

2. Schedule A of RUA\_\_\_\_\_pertains to all Development Permits for the **(name of the project)** (the “Project”) located on the Site, whether issued prior to or after the date of this Road Use Agreement (the “Development Permits”).
3. Goods and materials to be hauled:          **All goods and services pertaining to the Project authorized by the Development Permit(s).**
4. Proposed period of haulage:
5. Designated haul route to and from **the Site** (see Appendix “A”):
- i. All heavy vehicular traffic shall access the Site via **(determined route)** ; and
  - ii. Light vehicular traffic (passenger and light duty commercial vehicles with maximum GVW of 4800kg) may access to the Site via **(determined route);** and
  - iii. No heavy vehicular traffic is permitted on the portion of **(determined route)**
6. Optional haul route to and from the Site (see Appendix “B”):
- i. The portion of **(determined optional route)**
  - ii.
7. Maximum speed for haulage vehicles (except where lower limits are posted):          80km
8. Axle weight restrictions:          Legal load or posted load
9. Security provided in the amount of:          \$\_\_\_\_\_certified cheque, bank draft, or irrevocable letter of credit in a form satisfactory to and approved by the County.
10. Road maintenance and repair requirements:
- a. Maintenance of the designated and optional routes is the responsibility of the Hauler, and shall be done at the Hauler’s sole expense and to the satisfaction of the County.
  - b. Road maintenance for gravel surface road:
    - i. The Hauler shall maintain the roads daily with a grader during haulage. This maintenance shall keep the road surface in the same condition as they were prior to the haul commencing; to the satisfaction of the Transportation Manager.

- ii. The Hauler is responsible for dust suppression on all gravel surfaced roads that are being used under this Road Use Agreement. Only water or calcium chloride may be used for dust control.
  - iii. Any soft spots or holes that develop shall be the responsibility of the Hauler, and the Hauler shall repair and gravel such areas immediately at its sole expense and to the satisfaction of the County.
  - iv. The Hauler shall suspend all haulage or other activity under this Road Use Agreement during inclement weather, including but not limited to spring breakup, lengthy periods of or excessive rain, and severe rainstorms. In the event of a disagreement between the Hauler and Sturgeon as to whether there exists inclement weather so as to require the suspension of haulage and other activities pursuant to this provision, Sturgeon may make such determination in its sole discretion and the Hauler will abide by Sturgeon's determination and directions.
- c. **(Optional clause: this is the case on an Unimproved gravel roadway)** If at any time the County finds that regular maintenance is not sufficient to keep the roadway to an acceptable standard, immediate upgrades will be required at the Hauler's expense.
  - d. The County will monitor **(designated route or optional route)** to ensure the roadways are maintained to an acceptable standard.
  - e. Any and all road damage will be the responsibility of the Hauler and shall be repaired forthwith by the Hauler at its sole cost and expense. Road repairs will be to the satisfaction of the County.
  - f. Pre-inspection of the haul routes shall be performed prior to the commencement of the Project and hauling under this Road Use Agreement.
  - g. All repair materials are subject to County approval, in its sole discretion.
  - h. Any complaints received by the County in regards to this Road Use Agreement shall be forwarded to the contact person under section 14.b. and the Hauler shall deal with such complaints immediately and to the satisfaction of the County.
  - i. Should excess maintenance be required along the haul route, additional charges may apply according to the Sturgeon County's equipment charges schedule as per ARHCA (Alberta Road Builders & Heavy Construction Association rates), to be reviewed between Sturgeon County and \_\_\_\_\_ at the time if required.
  - j. Winter and Summer Maintenance – The Hauler shall be responsible for winter maintenance (including snow removal) and summer maintenance during haulage, to the satisfaction of the County.
  - k. No parking on the shoulder of the road adjacent to "the site".
  - l. Any materials tracked onto the road will be removed daily by the hauler; immediately if such material constitutes a safety hazard for the public.
  - m. No engine retarder brakes allowed within 500 meters of residences.
  - n. No engine retarder brakes allowed where signs prohibit their use.
  - o. Any gravel put down on County roads must be as per government specification, and 20 mm only. Unless express permission is received from Sturgeon County.
  - p. All vehicles (light and heavy) will come to a complete stop before entering road or highway from "the site".
  - q. A copy of this Agreement must be kept in every truck; must be produced on demand.
11. Prior to the commencement of hauling operations all drivers shall be given an orientation covering the minimum following topics:
- a. Traffic Haul Safety Strategy
  - b. Speed limits
  - c. Stopping requirements
  - d. Traffic volume and spacing
  - e. High traffic flow times
  - f. School areas and bus times
  - g. Review traffic laws, rules and courtesy (Share the Road)
  - h. The requirement for all trucks to be in a safe operating condition and the requirements for regular checks to ensure safety.
  - i. The requirements for regular cleaning of ASGA signs on trucks to ensure visibility. In addition, all unit numbers, license plates, and identifying signage must be clean and clearly visible at all times.
  - j. Reporting all unsafe driving incidents encountered throughout the haul.

## 12. Traffic Haul Safety Strategy

The Hauler shall prepare a Traffic Haul Safety Strategy (THSS) detailing the measures he/she proposes to safely carry out hauling operations throughout the haul route including on the Provincial highway system. The Hauler should make every effort to minimize hazards and maximize public safety.

The Hauler shall submit the THSS to Sturgeon County 14 days prior to any hauling operation taking place. Sturgeon County will review the THSS and communicate any concerns to the Hauler within 7 days after receiving the THSS. Any issues or concerns regarding the Hauler's proposed THSS shall be addressed by the Hauler to the satisfaction of Sturgeon County prior to the commencement of hauling operations.

The Hauler's THSS shall address the minimum following areas of vehicular and pedestrian traffic concerns:

- a. Speeding, failing to stop, and other legislated traffic violations
- b. Trucks passing other vehicles along the haul route
- c. Unsafe driving habits (distracted driving such as cell phone use, eating, meandering, driving outside the travel lane, etc)
- d. Safe haul truck spacing
- e. Traffic control devices (signage)
- f. Ensuring normal school bus operations are safely accommodated and not interfered with
- g. Safe access to all other vehicles maintained along the route
- h. Public safety when the number of haul trucks becomes intense
- i. Potential split haul routes for loaded and unloaded haul vehicles (splitting up traffic volumes on different roads)
- j. Listing of internal truck safety infractions
- k. Listing of internal truck disciplinary process for safety infractions

The Hauler shall notify Sturgeon County of any haul truck suspended from hauling operations.

Note: Self-reported infractions when accompanied by appropriate disciplinary actions will not be subject to further administrative penalties by Sturgeon County.

## 13. Hauler to notify Sturgeon County Transportation Services prior to start of haul.

Contact:

Transportation Services  
(780) 939-8252

## 14. Hours of operation for the truck haul shall be between the hours of \_\_\_\_\_ and \_\_\_\_\_ from Monday through Saturday.

## 15. Road restoration requirements upon completion of the haul:

- a) Post-inspection of haul route to be performed upon completion of the Project to determine all areas which require repair.
- b) The Hauler shall restore any failures and rutting in gravel surfaces, blading and re-gravel where determined by the County, in its sole discretion, to be required.
- c) The Hauler shall restore dust controlled areas to pre-haul condition.
- d) The Hauler shall reconstruct and re-shape shoulders and road slopes that have been pushed out or damaged as a result of the haul.

NOTE: Road must be left in a condition which Sturgeon County agrees is equal to or better than the condition prior to the commencement of the haul

Sturgeon County will not tolerate non-compliance of any of the above conditions. The Sturgeon County will immediately suspend the truck haul operation if any of the conditions are breached.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

STURGEON COUNTY

SEAL

Per: \_\_\_\_\_  
Manager, Transportation Services, or designate

I have read and agree to the terms of this Road Use Agreement.

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

**APPENDIX A (MAP):**

5. Designated haul route as described in Item #5.i; 5. li; and 4.iii of Schedule A.

**APPENDIX B (MAP):**

6. Optional haul route as described in Item #6.i. of Schedule A.