

INDUSTRIAL HAUL AGREEMENT

THIS AGREEMENT dated this _____ day of _____, A.D. 20 _____

BETWEEN:

LAC STE. ANNE COUNTY of

Box 219, 56521 Range Road 65

Sangudo, Alberta T0E 2A0

(hereinafter referred to as the "County")

- AND -

COMPANY NAME

OF THE FIRST PART

of

(hereinafter referred to as the "Hauler")

OF THE SECOND PART

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

WHEREAS the County is prepared to permit the Hauler to haul the goods and materials requested by the Hauler on County roadways, for as long as the terms are adhered to and subject to the conditions hereinafter set forth;

WHEREAS the Hauler is desirous of obtaining the County's permission to enter into an agreement for the purpose of aggregate hauling on County gravel and main pavement roads.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of the County permitting the Hauler to haul certain goods and materials, as specified in Schedule "A," hereto attached and forming part of this agreement, the County and the Hauler agree as follows:

1. Forthwith upon the execution of this agreement by the Hauler and County, the Hauler shall supply the County with security in the amount specified in Schedule "A" Agreement Summary 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 the County pursuant to this agreement shall consist of cash, certified cheque or Irrevocable Letter of Credit issued by a Chartered Bank or Treasury Bank in the favour of the County.
2. The Hauler shall not haul any goods or materials on County roadways until such time as the following conditions shall have been met:
 - This agreement shall have been executed by the Hauler and County

- The Manager of Public Works for the County (hereinafter referred to as the "Public Works Manager) shall have acknowledged receipt of the specified security and authorized the Hauler in writing to proceed with the haulage
 - The Hauler shall have paid to the County any permit or administration fee required by the County for the entering into of this agreement and the granting of approval to the Hauler to haul the goods and materials specified on County roadways
3. The Hauler, while operating within the County, 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 the County and the directions from time to time of the Public Works Manager.
 4. The Hauler acknowledges responsibility for and shall indemnify the County and save the County harmless from any and all liability or damages that result from any failure of any employee, agent, licensee or independent contractor of the Hauler to abide by the terms and conditions of this agreement.
 5. The Hauler shall at all times ensure that all 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 employees, agents, licensees and independent contractors shall fail to abide by the terms and conditions of this agreement, the County shall be entitled to utilize, implement or carry out any of the remedies hereinafter contained.
 6. The Hauler shall ensure that the goods and materials to be hauled by the Hauler are hauled only on those County roadways which are designated in Schedule "A" and the Hauler, at the sole cost and expense of the Hauler, shall ensure that County roadways designated in Schedule "A" are at all times maintained and repaired by the Hauler in the manner set out in Schedule "A".
 7. The Hauler shall ensure that all vehicles used to haul the goods and materials on the designated County roadways do not exceed the speed limit or speed limits set out in Schedule "A."
 8. The County reserves the right to impose load limits and enforce partial or total road bans on all or any part of County roadways. The Hauler shall comply with any load limit and total or partial road bans or restrictions so imposed by the County. Use of County roadways during partial or total road bans on all or any part of the said County roadways, shall be by permit only. The County reserves the sole right to refuse issuance of the said permit at its inherent discretion.
 9. In the event that the Hauler shall fail to perform or carry out one or more of the obligations and undertakings that are to be performed or carried out by the Hauler pursuant to this agreement, the County shall be at liberty to issue a notice of deficiency to the Hauler advising the Hauler of their failure to perform or carry out one or more of obligations or undertakings pursuant to this agreement and the Hauler shall immediately undertake to perform or carry out such works or actions that 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 acts stated in the notice of deficiency to the satisfaction of the County within a period of forty-eight (48) hours from receipt of such notice of deficiency by the Hauler, or within such other period of time which might be established by the County shall be a liberty, but not obligated, to perform and to carry out the obligations and undertakings and every cost and expense incurred by the County in carrying out the said obligations and undertakings shall be paid by the Hauler to the County including all legal fees and disbursements incurred by the County on a solicitor/client basis. The County shall be at liberty to use the security provided by the Hauler pursuant to Paragraph #1 for this purpose or as partial payment should the expense be in excess of the security.
 10. Notwithstanding any other provision contained in this agreement to the contrary, in the event that the Public Works Manager 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, the County 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 the County every cost and expense incurred by the County in performing or carrying out any obligation or undertaking which the Hauler has failed to perform or carry out.

- 11. 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, the County shall be at liberty to serve a notice upon the Hauler requiring the Hauler to cease hauling. Upon service of such a notice by the County on the Hauler, the Hauler shall stop all hauling activities within the County and the Hauler's rights under any permit or license issued by the County on County roadways shall be suspended until such time the suspension be lifted by the Public Works Manager.
- 12. In the event that the County produces one or more certificates from the Public Works Manager certifying that the County, or any person claiming from or through the County, 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 form or error in working and such certificates may be amended from time to time.
- 13. Any certificates above described shall be sufficient and conclusive proof between the parties hereto that the County or any person claiming from or through the County, is entitled to payment of any sum or sums under any of the clauses of this agreement notwithstanding that fact that any bank Letter of Credit may have expired, or not have been granted, or that payment of any amount (including damages) due from the Hauler to the County may not be covered by the amount (or terms accepted by the County) of the security provided pursuant to paragraph #1 of this agreement.
- 14. Upon the completion of the haul, County roadways used by the Hauler shall forthwith be restored by County forces to a condition which is satisfactory to the Public Works Manager.
- 15. This agreement shall not be transferred or assigned by the Hauler without the consent in writing to the County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their corporate seals to be affixed, attested under the hands of their proper officers in that behalf, dated this _____ day of _____, A.D. 20 _____.

SIGNED, SEALED AND DELIVERED
in the presence of

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Per: County Manager, Lac Ste. Anne County

Per: Public Works Manager, Lac Ste. Anne County

WITNESS as to the signature of

The Hauler

SCHEDULE "A" AGREEMENT SUMMARY

THIS INDUSTRIAL HAUL AGREEMENT dated this _____ day of _____, A.D. 20 _____

BETWEEN:

LAC STE. ANNE COUNTY

- AND -

COMPANY NAME

Please be advised: all Haulers must be in possession of an approved copy of this agreement for all hauls.

1. Goods and materials to be hauled: _____

2. Proposed period of haulage (include specific commencement and completion dates): _____

3. Designated haulage route: _____

4. Maximum speed for haulage vehicles (except where lower speeds are posted): _____

5. Permitted variations from legal or posted axle weight restrictions: _____

6. Security to be provided (per policy) in the amount of: \$8,000 gravel, \$15,000 hard surfaced road/mile: _____

7. Road maintenance requirements during haulage (to the satisfaction of the Public Works Manager):
 - Road(s) must be maintained with a grader as required or at the discretion of the Public Works Manager.
 - Dust shall be controlled at all times. Oil, water, calcium chloride or similar products may be used for dust control.
 - Soft spots and holes that develop shall be filled with gravel immediately. If the road is oil surfaced, cold mix shall be used once approved by the Public Works Manager.
8. Road restoration requirements upon completion of the haulage, to a condition which, at the discretion of the Public Works Manager, is equal to or better than the condition before commencement of the haulage.
 - Restore oil surface breaks and damages, restore any failures and rutting in gravel surfaces, grading and regravelling, if required.
 - Restore any dust-controlled areas to prior condition, reshape any shoulders or road slopes that may have been pushed out by the hauling.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their corporate seals to be affixed, attested under the hands of their proper officers in that behalf, dated this _____ day of _____, A.D. 20 _____.

SIGNED, SEALED AND DELIVERED
in the presence of

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WITNESS as to the signature of

Per: County Manager, Lac Ste. Anne County

Per: Public Works Manager, Lac Ste. Anne County

The Hauler

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