



Agreement No: \_\_\_\_\_

## **CITY OF SPRUCE GROVE ROAD USE AGREEMENT**

This agreement effective

BETWEEN:

**CITY OF SPRUCE GROVE**  
**315 Jespersen Avenue**  
**Spruce Grove, Alberta T7X 3E8**  
A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the City)

~ and ~

**COMPANY NAME**  
**Address**  
**City, AB Postal Code**  
(hereinafter referred to as the Company)

**WHEREAS** the City has control of and jurisdiction over all local roadways within its boundaries; and

**WHEREAS** the Company is requesting the use of the Route as set out in the sketch attached as Schedule "A" to this agreement, for the purpose of transporting materials and equipment necessary for operations over the said road ("the haul").

**AND WHEREAS** the parties wish to enter into a formal agreement regarding the use of said City road(s).

**NOW THEREFORE** this agreement witnesses that in exchange of the mutual covenants and promises, the parties hereto agree as follows:

1. The City hereby consents to the Company, with business operations as located and identified in the attached Schedule "A", using the said road including the operation of equipment or vehicles thereon.
2. Special Conditions:
  - a. Security must be provided in the amount of \$                      .00 prior to commencement of the haul.
  - b. The Company will ensure the haul route is cleaned regularly, and roads involved kept free of mud and debris.
    - i. The Company will ensure that the hauled material is contained in vehicles.

- c. The paved portion of the Route must be maintained at all times.
    - i. City will provide basic (routine) sweeping services.
    - ii. Anything above normal maintenance levels will be invoiced accordingly if not completed by the Company.
  - d. Dust control measures may be required to reduce the impact of dust created.
    - i. Adjacent to residences at minimum.
    - ii. Additional dust control may be requested if the above does not ensure reasonable dust control.
  - e. Monitoring of the road is the Company's responsibility.
  - f. Inspections must be requested by the Company.
  - g. Additional conditions as required.
3. Prior to the onset of this agreement, the Route will be inspected by both parties to this Agreement, who shall complete a **Haul Road Inspection Report**, in substantially the same form as attached hereto as Schedule "B", noting the road structure, its condition, and the existence of any other buried or surface characteristics. A third party assessment by a qualified engineering consultant may be requested by the City to perform a surface condition rating as a supplement to the Haul Road Inspection Report. Once the haul is complete, a post inspection will be arranged for completion with the City and the Company.
4. The Company, while operating within the City, shall at all times comply with all relevant statutes, regulations bylaws and resolutions, including, without restricting the generality of the foregoing, all permits, licenses and approvals issued by the City and the directions from time to time of the Director of Engineering.
5. The Company shall at all times ensure that all servants, employees, agents, licensees and independent contractors hired or contracted by the Company abide by and comply with the terms and conditions of this Agreement and in the event that any of the Company's servants, employees, agents, licensees and independent contractors shall fail to abide by the terms and conditions of this Agreement, the City shall be entitled to any of the remedies hereinafter contained. The Company acknowledges that it is responsible for and shall indemnify the City and save the City harmless from any and all liability or damages that result from any failure of any servant, employee, agent licensee or independent contractor of the Company to abide by the terms and conditions of this Agreement. Without restricting the generality of the foregoing, the Company shall be responsible for ensuring that any customer of the Company or any third party who hauls any goods or materials on the City roadways with the express or implied consent of the Company abides by and complies with all of the terms and conditions set out in this Agreement and the Company shall indemnify and save harmless the City from any and all liability or damage that results from any failure of any such customer or third party to abide by the terms and conditions of this Agreement.

6. The Company shall ensure that the goods and materials to be hauled by the Company are hauled only on those City roadways which are designated in Schedule "A" hereto attached.
7. The Company shall ensure that all vehicles used to haul goods and materials on the designated City roadways do not exceed posted speed limits.
8. This Agreement does not authorize overweight or over-dimensional vehicles. Regular legal weight restrictions per axle or axle group as defined under the *Traffic Safety Act — Commercial Vehicle Dimension and Weight Regulations* still apply.
9. In the event that the Company shall fail to perform or carry out one or more of time obligations and undertakings to be performed or carried out by the Company pursuant to this Agreement, the Director of Engineering shall their at liberty to issue a notice of deficiency to the Company advising the Company of its failure to perform or carry out one or more of their obligations or undertakings pursuant to this Agreement and the Company 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 Company fails to commence to perform or carry out the works or actions stated in the notice of deficiency to the satisfaction of the City within a period of forty eight (48) hours from the receipt of such notice of deficiency by the Company, or within such other period of time which might be agreeable to the City, the City shall be at liberty, but not obligated, to perform and to carry out the obligations and undertakings and every cost and expense incurred by the City in carrying out the said obligations and undertakings shall be paid by the Company to the City.
10. In the event that the Company shall fail to perform or to carry out any of the obligations or undertakings to be performed or carried out by the Company pursuant to this Agreement, the Company shall pay on demand to the City every cost and expense incurred by the City 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 the City on a solicitor and client basis.
11. In the event that the Company shall fail to comply with any of the terms or conditions of this Agreement to be performed or carried out by the Company pursuant to this Agreement, the City shall be at liberty to serve a notice upon the Company requiring the Company to quit hauling and upon the service of such a notice by the City on the Company, the Company shall stop all hauling activities on the City road(s) and the Company's rights under any permit or license issued by the City to haul goods or materials on these road(s) shall be suspended until such time as the suspension shall be lifted by the City.
12. This Agreement shall not be transferred or assigned by the Company without the consent in writing of the City.

13. 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 forty-eight (48) hours thereof there shall be a general disruption of the postal service, in which case, service shall be by delivery only) addressed:

(i) in the case of the City to:  
Director, Engineering  
**City of Spruce Grove**  
315 Jespersen Avenue  
Spruce Grove, AB T7X 3E8

(ii) in the case of the Company to:  
**Company Name**  
Contact Person  
Address  
City, AB Postal Code  
Phone

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 its address for receipt of notice by giving notice of its new address to the other party as herein contemplated.

The term of this Agreement shall commence on the \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_\_, and conclude on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notwithstanding any other provision contained in this Agreement to the contrary, in the event that the Director of Engineering shall certify in writing that an emergency exists as a result of road failure not directly related to the activities of the Company, the City shall be at liberty to suspend the haul as defined within this Agreement until such time the emergency road condition is rectified.

This Agreement shall ensure to the benefit of the parties hereto as well as their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto executed this AGREEMENT as of the day and year first written above.

Company Name

City of Spruce Grove

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

Per: \_\_\_\_\_  
Director of Engineering

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

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