

SMOKY LAKE COUNTY



Title: Haul Road Agreement	Policy No.: 14-03 <i>E</i>
Section: 03	Page No.: 1 of 5

Legislation Reference:	Municipal Government Act
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Purpose:	To protect and maintain the condition of County roads used for heavy hauling.
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Policy Statement and Guidelines:
<p>GOAL</p> <p>Haul Road Agreement: provides the ability to give permission to use roads for a major hauling activity; and outlines conditions for such use(s).</p> <p>DEFINTIONS:</p> <p>Haul Road: A road that is, from time to time, so designated by the County for a specific hauling activity.</p> <p>GUIDELINES:</p> <ol style="list-style-type: none"> 1. Individuals/companies using a designated haul road are required to enter into a Haul Road Agreement (Schedule "A"). 2. In the case of multiple haul agreements on the same designated haul road/route or portion therefore, the costs of fulfilling the conditions of the multiple agreements shall be apportion at the sole discretion of the County. 3. Haul road status for any section of municipal road shall be designated by the Industry Liaison Officer/Public Works Foreman.

	Date	Resolution Number
Approved	April 15, 2004	# 414 - Page # 7735
Amended	March 29, 2007	# 284-07 - Page # 8317
Amended	August 16, 2007	# 548-07 - Page # 8428



Schedule "A"
HAUL ROAD AGREEMENT

This Agreement made this _____ day of _____, 20____;

B E T W E E N:

SMOKY LAKE COUNTY
a Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Phone: (780) _____ or (780) _____
(hereinafter referred to as the "Company")

OF THE SECOND PART

WHEREAS the County has jurisdiction over all local roadways within the Smoky Lake County and;

WHEREAS the Company wishes to use a designated haul road for the purpose of a _____ haul.

Activity

NOW THEREFORE in consideration of the premises and the mutual terms, covenants and conditions to be observed and performed, the County and Company agree as follows:

1. LOCATION:

1.1 Designated haul road/route: _____

1.2 Any departure by the project from the designated haul road route requires County approval in writing.

2. CONDITION OF THE ROAD:

The haul road will be inspected jointly where possible, prior to commencing the haul, to document the starting condition of the road:

- 4.2 Deposit with the County an **original signed** irrevocable letter of credit or certified cheque in the amount, **as indicated below**, or as determined, from time to time, by Council, prior to the project and to be held by the County up to thirty (30) days following the Company notifying the County of the completion of the project. If hauling is postponed or interrupted by weather, the letter of credit will be withheld.

Gravel Road:
AMOUNT: **MILES = _____ x \$ 5,000.00 = TOTAL \$ _____**

Oiled Road:
AMOUNT: **MILES = _____ x \$30,000.00 = TOTAL \$ _____**

(Suggested wording for the irrevocable Letter of Credit should include:
 The "Bank Branch" under this Letter of Credit in the form of a written demand, which we shall honor without inquiring whether the County has a right as between the County and "Company Name" to make such demand and without acknowledging any claim of the "Company Name".)

- 4.3 The funds will be drawn if the conditions within this agreement are not met.
NOTE: Funds not used will be refunded.

5. NON-COMPLIANCE

- 5.1 The County may inspect the designated haul road/route at any time during the term of this agreement.
- 5.2 The County will stop the project, if the County, in its sole discretion judges that the conditions of permission are not being satisfactorily fulfilled.

6. HOLD HARMLESS:

- 6.1 The Company shall indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done by the Company.
- 6.2 In consideration of the permission hereby granted to it by the County, the Company covenants and agrees to arrange for and to pay for and discharge, any and all damages which may result to roads, bridges or other property during such activity and any expenses or out-of-pocket disbursements which may be incurred by the County in connection therewith whether they be for inspection, escort, supervision, repair, maintenance, or whatsoever; and shall indemnify and save harmless the County.

IN WITNESS WHEREOF the said parties hereto have affixed their corporate seals under the hands of proper officers on their behalf, the day and year first above written.

Company Name

Signature of Company Representative

Print Name

SMOKY LAKE COUNTY

Industry Liaison Officer
Phone: (780) 656-3730
Fax: (780) 656-3768
Cell: (780) 650-5100