

From: [REDACTED]
To: [Laura Friend](#)
Subject: Fwd: RUA
Date: Wednesday, May 11, 2022 4:34:07 PM
Attachments: [2022-04-21 DRAFT Schotten and Sons RUA.DOCX](#)

Hi Laura,

Please add this email to our submission for the NRCB Board it shows a timeline in when we received the Road Use Agreement from Vulcan County.

Thank you,

Cody Schooten

----- Forwarded message -----

From: **Mike Kiemele** <mike.kiemele@vulcancounty.ab.ca>
Date: Wed, Apr 27, 2022 at 5:21 PM
Subject: RUA
To: Cody Schooten <[REDACTED]>

Hi Cody

I guess I dropped the ball on this. My apologies.

Thanks

Mike

Disclaimer: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure.

This Agreement made this ___ day of _____ A.D. 2022

BETWEEN:

VULCAN COUNTY
a municipal corporation within the meaning of the
Municipal Government Act, R.S.A. 2000, Chapter M-26

(hereinafter referred to as the “**County**”)

-and-

John Schooten and Sons Custom Feedyard Ltd.
Being a limited partnership duly authorized to carry on business in the Province of Alberta

(hereinafter referred to as the “**Developer**”)

ROAD USE AGREEMENT
(the “**Agreement**”)

WHEREAS the County has the direction, control and management of all roads, excluding Provincial Highways, within its municipality boundaries pursuant to the **Municipal Government Act**, R.S.A. 2000, c. M-26, as amended and repealed and replaced from time to time;

AND WHEREAS the Developer desires to expand an existing confined beef feeding operation east of Mossleigh, AB (the “**Project**”) on lands set out in Schedule “A” (the “**Project Lands**”);

AND WHEREAS the County sees the benefits of the Project and wishes to work with the Developer in achieving a successful project;

AND WHEREAS in connection with the construction and operation of the Project, it will be necessary for Developer and its contractors, subcontractors, suppliers and/or designees to transport heavy equipment and materials, over certain public roads within the jurisdiction of the County as depicted in Schedule “B” (the “**Designated Roads and Haul Routes**”);

AND WHEREAS the County has agreed to the Developer making such use of the Designated Roads and Haul Routes on the terms and conditions as set out below;

NOW THEREFORE this Agreement witnesseth that in consideration of the terms and conditions hereinafter specified, the parties agree to as follows:

USE OF DESIGNATED ROADS AND HAUL ROUTES

1. The parties hereto agree that the overriding principle of this Agreement is that the Designated Roads and Haul Routes will, upon the completion of the use thereof by the Developer, be returned to the condition they were in prior to such use and that at all times during the Term, the Designated Roads and Haul Routes will be maintained in a reasonable state of repair to permit safe passage by the travelling public, where such roads are available for use by the travelling public, as determined by the County acting reasonably.
2. Subject to the terms and conditions set out in this Agreement, the Developer may transport the types of goods and materials, normally requiring special permits, as set out specifically in Schedule "C" to this Agreement during the Term of the Agreement over the Designated Roads and Haul Routes without requiring additional permits including, but not limited to, Oversize Permits from the County.
3. At any time during the Term, the Developer may request that additional roads within the County's jurisdiction be included as part of the Designated Roads and Haul Routes by:
 - a. Submitting a proposed amended version of Schedule "B" to the County that includes such additional roads, and
 - b. Requesting an Inspection of the proposed additional roads, as outlined in Schedule "D".
4. After completing the Inspection, the County may, in its sole discretion acting reasonably, provide its written agreement or rejection to the proposed amended Schedule "B" including the additional roads as Designated Roads and Haul Routes. As a condition of any approval, the County may include the requirement that the Developer post additional security in accordance with Schedule "E".
5. The Developer shall notify the County of seasonal Haul Routes that the Developer will utilize. The developer shall provide a minimum of 48 hours' notice prior to utilizing the haul routes.

TERM

6. The term of this Agreement shall be for four (4) years, and shall commence on the ____ day of _____, 2022, and conclude on the ____ day of _____, 2026 (the "Term").
7. At the conclusion of the initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless the County gives written notice at least thirty (30) days prior to the end of the then-current term (each a ("Renewal Term"))
8. Throughout the Term, subject always to the terms of this Agreement, the Developer, its contractors, subcontractors, suppliers, respective agents, employees, representatives and assigns (the "**Developer Parties**") have the right to haul goods and materials as set out in Schedule "C" over the Designated Roads and Haul Routes on a 24 hour per day, 7 day per week basis. For clarity, use of the Designated Roads and Haul Routes not normally requiring special permits is permitted on a 24 hour per day, 7 day per week basis throughout the Term.

PRE AND POST HAUL INSPECTIONS

9. The County along with the Developer shall conduct a pre-haul and post-haul inspection of the Designated Roads and Haul Routes in the form set out in Schedule “D” (“**Inspection**”) for the purpose of assessing the pre-haul and post-haul condition of the Designated Roads and Haul Routes and determining the amount of deterioration of or damage to the Designated Roads and Haul Routes attributable to the use of the Designated Roads and Haul Routes by the Developer and Developer Parties for hauling related to the construction of the Project. Any roads added to the Designated Roads and Haul Routes shall also be subject to a pre-haul and post-haul inspection.
10. The pre-haul and post-haul Inspections must be initiated by the Developer. The parties hereto acknowledge and agree that the pre-haul Inspections have been satisfactorily completed.
11. The pre-haul and post-haul Inspection shall be completed during each term if the term of the agreement is extended.
12. The County shall notify the Developer of the location, date and time of the post-haul Inspections and such Inspections shall be conducted in the presence of a representative of the Developer. The parties shall make reasonable efforts to accommodate the scheduling requirements of each other to facilitate the presence of their respective representatives during the Inspections. If the parties are unable to agree on a date for the post-haul Inspection within 20 days of written notice from the Developer requesting the Inspection, the County may proceed with such inspection without the presence of the Developer.
13. The costs of the pre-haul and post-haul Inspections shall be borne by the Developer.
14. The pre and post-haul Inspections shall be completed using quantitative measurements such as horizontal limit, ditch dimensions and crown thickness, as outlined in Schedule “D”.
15. Prior to use of the Designated Roads and Haul Routes, the Developer shall, at its sole expense, provide the County with videotape or other media satisfactory to the County documenting the pre-haul condition of the Designated Roads and Haul Routes (the “**Recording**”). The Developer shall provide the Recording to the County for review for the purpose of confirming completeness, accuracy and clarity. The Recording shall be considered to be the visual record of the pre-haul condition of the Designated Roads and Haul Routes unless the County provides the Developer with a written objection within five (5) business days after the County has received the Recording.

PRIMARY CONTRACTOR AND CONTACT INFORMATION

16. The Developer is responsible to ensure that the Developer Parties are aware of and adhere to the terms of this Agreement. The Developer is responsible for any damage or breach of this Agreement caused by it or any of the Developer Parties.

17. The Developer’s primary contractor will be _____. The contact information for the Developer’s primary contractor is:

Name: _____
 Position: _____
 Phone: _____
 Cell: _____

18. The Developer will notify the County immediately if the primary contractor or contact information for the primary contractor changes.

19. All trucks, normally requiring Oversize Permits or other special permits from the County, involved with the Developer’s hauling activities over the Designated Roads and Haul Routes shall be permitted through the Alberta Transportation Travis Permit System.

20. The Developer must provide the County with a list of all trucking companies used by the Developer’s contractors to ensure that other companies in the area not employed on the Project do not use counterfeit signs.

21. No load shall exceed any Gross Vehicle Weight Rating (“GVWR”).

22. The loading or unloading of materials, goods or equipment (excluding those materials and equipment normally used for road construction or maintenance) shall not take place on any public road.

COMMUNICATION AND CONSULTATION

23. With respect to issues pertaining to the Developer’s use of the Designated Roads and the Haul Routes, the Developer’s primary point of contact at the County shall be the Director of Operations or such other individual as the County’s Chief Administrative Officer may advise in writing from time to time. If the Director of Operations is not available the Developer may contact the Manager of Engineering and Infrastructure as described herein, for the County.

Position	Name	Phone	Email
Director of Operations	Mike Kiemele	403-485-6090 403-423-0057	mike.kiemele@vulcancounty.ab.ca
Manager of Engineering and Infrastructure	James Herian	403-485-3142 403-423-0268	engineering@vulcancounty.ab.ca

24. The County’s primary point of contact with the Developer shall be _____ or such other individual as the Developer may advise in writing from time to time.

25. Commencing prior to Developer's initial use of the Designated Roads and the Haul Routes, the Developer and the County shall meet from time to time upon the reasonable request of the Developer or the County to discuss matters relating to the Developer's anticipated use of the Designated Roads and Haul Routes including the construction schedule for the Project, the hauling schedule, and the Designated Roads and Haul Routes.
26. Prior to commencement of any particular phase of the hauling activity over the Designated Roads and Haul Routes, the Developer shall consult with and receive input from the County with respect to the proposed hauling activities and which Designated Roads and Haul Routes would be best suited for that particular hauling activity.
 - a. Construction traffic will be periodically checked for the proper permits by Vulcan County's Community Peace Officer.
27. Prior to making any use of the Designated Roads and Haul Routes which may impact the ability of the travelling public, school buses or emergency vehicles to make safe use of the Designated Roads and Haul Routes, the Developer shall notify the County not less than five (5) days prior to commencing this particular use of the Designated Road or Haul Routes. Upon receiving notification from the Developer, the County shall meet with the Developer and shall develop a written traffic accommodation strategy which includes all relevant details of the proposed use of the Designated Roads and Haul Routes including:
 - a. Estimated duration of the use,
 - b. Necessary traffic control devices and signs,
 - c. Necessary traffic control personnel, flag people, escorts and pilot cars,
 - d. Any required re-routing for the travelling public, school buses or emergency vehicles, and
 - e. Any other matter affecting public safety deemed necessary by the County, acting in good faith.
28. The Developer shall suspend their hauling operations if the County determines that road maintenance is required, the Developer shall work with the County to allow for the road maintenance to be completed.
29. Where the Developer is in breach of its obligations resulting in an unacceptable risk to the travelling public in the opinion of the County, acting reasonably, the County may suspend the Developer's rights under this Agreement with respect to that portion of the Designated Road or Haul Routes which is the subject of the risk to the travelling public or, at its sole option, the County may immediately assume the obligations of the Developer at the Developer's sole cost and expense with respect to that portion of the Designated Road or Haul Routes which is the subject of the risk to the travelling public. The Developer shall pay the County's invoice for this work within thirty (30) days of the date of the invoice.

COVENANTS AND OBLIGATIONS OF THE DEVELOPER

30. In consideration of the permission hereby granted by the County for use of the Designated Roads and Haul Routes, the Developer covenants and agrees to the following:
- a. To only utilize the Designated Roads and Haul Routes for hauling in relation to the Project;
 - b. All Designated Roads and Haul Routes must be identified through the usage of signage at the Developer's expense.
 - c. To coordinate with the County to reasonably minimize the disruption of use of the Designated Roads and Haul Routes by the travelling public, including but not limited to school buses and emergency vehicles,
 - d. To coordinate with the County to facilitate transportation in the Project area so that the travelling public, school buses and emergency vehicles can make reasonable and safe use of the public roads which may, at times, require the temporary closure of certain roads and the re-routing of traffic,
 - e. To pay for any and all damages which may result to roads, ditch ways, culverts, bridges or other property on or adjacent to the Designated Roads and Haul Routes as a result of the Developer or Developer Parties' use of the Designated Roads and Haul Routes, as determined by the County acting reasonably;
 - f. To pay any and all reasonable expenses or out-of-pocket disbursements which may be incurred by the County in connection with the terms and conditions of this Agreement whether they be for inspection, escort, video recording, supervision, monitoring or other related matter whatsoever;
 - g. To provide dust control measures, at the Developer's own expense, to the standards reasonably prescribed by the County which may include the application of a dust suppressant to the road surface as may be necessary to alleviate dust nuisance and traffic hazards. The dust suppressant product shall be purchased through the County at County cost, unless an alternative is approved by the County;
 - h. To provide clean-up of tracking material located on the Designated Roads and Haul Routes when requested by the County;
 - i. To cease hauling operations when the County has reasonably determined that due to adverse weather conditions the Developer's use of the Designated Roads and Haul Routes has resulted in or is likely to result in a deterioration of such Designated Roads and Haul Routes to such extent as would make them unsafe for public travel and not to commence hauling operations until the County has confirmed that the Developer may recommence hauling operations;

- j. Subject to the last sentence in this Subparagraph, to confirm that no restrictions have been placed on the Designated Roads and Haul Routes by the County that affect the Developer's use of the Designated Roads and Haul Routes prior to commencing any hauling for that day and if restrictions have been placed on any part of the Designated Roads and Haul Routes, the Developer must abide by such restrictions unless the Developer has obtained an expressed written exemption from the County. This will include, but is not limited to, any axle loading restrictions or road bans that the County may, acting reasonably, place on the Designated Roads and Haul Routes from time to time. Notwithstanding the foregoing, the County shall limit all of its restrictions placed on the Designated Roads and Haul Routes that affect the Developer to conditions caused by weather conditions and any other matters that present a significant and immediate risk to public safety or a risk of material damage to the Designated Roads and Haul Routes beyond what is contemplated within the Agreement, as determined by the County in its sole unfettered discretion, acting reasonably. The County will notify the Developer of any road bans or weight restrictions in a timely manner, typically 24 hours prior to the restrictions:
 - k. To provide all special signing and traffic controls, as may be required to ensure the safety of others using the Designated Roads and Haul Routes;
 - l. Except in the case of an emergency, where no notice is required, to advise, warn, and alert the traveling public at least 72 hours via signage, in advance of construction or maintenance requiring a shutdown of or restricted travel or otherwise affecting the safe passage by the travelling public on any roads, streets, and public trails comprising the Designated Roads and Haul Routes or any roads, streets or public trails which approach or cross the Project;
 - m. To obtain and maintain all the necessary permits, licenses, approvals and authorizations over and above those provided for herein and to comply with any restrictions or regulations as required by law; and
 - n. Haul route speed limits: all haul traffic shall be restricted to 60km/hr. on designated routes for the safety of the travelling public.
 - o. Conduct a Traffic Impact Assessment (TIA). The TIA shall be done according to Alberta Transportation guidelines. The Scope of the TIA shall be submitted to Vulcan County prior to the TIA being initiated for approval. The TIA shall be provided to the County for review and use.
 - p. To abide by any additional terms and conditions as set out in Schedules to this Agreement.
31. The Developer specifically acknowledges and agrees that:
- a. Equipment mounted on crawler tracks or steel-tired wheels shall not be operated on or across concrete or bituminous surfaces without specific authorization from the appropriate road agency,

Commented [A1]: Posted speed limit is 60km/hr

- b. In the event that hauling operations necessitate the crossing of existing pavement with equipment or loads that would otherwise be prohibited, as a condition of authorizing this crossing, the appropriate road agency may impose reasonable requirements related to approved methods of load distribution or bridging to be provided by the Developer, and
 - c. The authorization of the County to undertake the hauling work contained herein and the adherence by the Developer to the terms of the authorization set by the County does not relieve the Developer from liability for damages resulting from the use of the Designated Roads and Haul Routes by the Developer or Developer Parties.
 - d. Non-Licensed construction equipment shall not be operated on the Designated Roads and Haul Routes without an approved TAS in place and proper traffic control devices erected.
32. The Developer warrants to the County that all maintenance, repair, restoration and construction work performed by the Developer or Developer Parties pursuant to this Agreement shall be performed, constructed and installed in a good and workman like manner.

MAINTENANCE AND REPAIR WORK

33. Subject to Paragraph 36, the Developer shall assist the County to maintain all Designated Roads and Haul Routes during the Term. Maintenance of the roads will be provided for the Developer by the County at an agreed upon rate of 90% of the Alberta Road Builders and Heavy Construction Association rate book. The County completes scheduled road maintenance on County roads and any road maintenance over the scheduled maintenance would fall under the Developers responsibility. Any snow clearing during the winter would fall under the County's responsibility.
34. Notwithstanding any other term of this Agreement to the contrary, Developer shall not be responsible to repair or restore nor pay for the repair or restoration any of the Designated Roads and Haul Route damaged by any party other than the Developer or a Developer Party.
35. Subject to Paragraph 36, if, at any time during the Term, the Designated Roads or Haul Routes or related appurtenances, including culverts, traffic control devices, or other road fixtures are damaged by hauling activities conducted by any of the Developer Parties on such Designated Roads and Haul Routes, as reasonably determined by the County, the Developer shall pay for the repair of such damage and restore such roads to the condition they were in prior to the damage caused by the hauling activities conducted by the Developer Parties.
36. The parties shall rely upon the pre-hauling Inspection and Recording for purposes of determining whether repair work has been performed in accordance with the standard set forth in this Agreement. Following completion of such repair work, the County and the Developer jointly shall inspect the repair, with the County, acting reasonably, determining if the repair has been completed satisfactorily. The County understands and agrees that the Developer is not responsible for any damage to any Designated Road or the Haul Routes that is not caused by the Developer or a Developer Party.

37. The Developer shall comply with the following conditions in connection to public road maintenance or other work to be conducted with respect to any public road or public right of way or improvement:
- a. Developer shall not commence any work that will result in the closure or partial closure of the public road or right of way until it receives written approval to proceed from the County. If a public road or right of way is not closed permanently the Developer shall not restrict access to adjoining lands.
 - b. For any construction work not contemplated in Schedule "F", if requested by the County, the Developer shall provide plans and specifications for the proposed work for approval by the County. This approval shall be delivered to the Developer within five (5) business days. Once the plans and specifications have been approved by the County, the Developer shall complete the work in accordance with the approved plans and specifications, all to the reasonable satisfaction of the County;
 - c. The Developer shall ensure that the County's specifications and engineering standards as set out in Schedule "F" with respect to all work are adhered to;
 - d. The Developer will be responsible for all costs relating to the maintenance, repair or reconstruction of the roads, rights of way, soil and erosion control measures, and related improvements it is required to undertake under this Agreement;
 - e. Following completion of construction work, excluding regular road maintenance contemplated in Schedule "F", the completed work will be subject to the inspection and approval of the County, which approval shall not be unreasonably withheld. If any material or labor supplied is rejected by the County because it is defective or otherwise does not meet the requirements set out in this Agreement, then such rejected material or labor shall be removed and replaced with approved material or labor, to reasonable conformance with the pre-haul Inspection. Within six (6) months following completion and acceptance of any construction work, the Developer will provide to the County an electronic file of the record plans or "as-built" in digital format (Shape file, AutoCAD .DWG, .DXF, or other format as is acceptable to the County), and a GPS locate, of all utilities that were the subject of work performed by the Developer or Developer Parties.
38. Following completion of its use of the Designated Roads and Haul Routes or if, at any time during the Term, the County reasonably determines that the condition of the Designated Roads and Haul Routes places the safety of the travelling public at risk, the County may require in writing that the Developer pay for the repair of such damage and return such roads to the condition such roads were in prior to the commencement of hauling activities as set out in the pre-haul Inspection. Such request for repair may include temporary repairs, such as crack sealing and overlays to maintain the integrity of the roads for safe public travel until more permanent repair may be undertaken following completion of the Project.
39. At the request of the County, prior to commencement of any repair work under Paragraph 38, the County and the Developer shall meet to review the damage in relation to the pre-haul Inspection or most recent and subsequent Inspection, as applicable, and Recording.

After such review, the Developer shall pay to repair or cause to be repaired such damage and restore the road to the pre-haul condition, to the extent such damage was caused by hauling activities conducted by the Developer or the Developer Parties in accordance with Paragraph 36.

40. Any repair and restoration work on the Designated Roads and Haul Routes shall promptly be performed at such times as the County may reasonably determine, having due regard for safety, the presence of emergency conditions and the costs of such repairs. If, at any time, the Developer fails to comply with these provisions, the County will notify the Developer of the deficiencies. The County may immediately proceed to repair, restore or maintain the Designated Road and Haul Routes at the expense of the Developer and shall invoice the Developer for the reasonable costs incurred in connection with the repair or restoration work. Any such invoice shall be accompanied by reasonable supporting documentation sufficient to support the amounts claimed due by the County. The Developer shall pay such invoiced amounts within thirty (30) days following receipt of the invoice and County's supporting documentation. In the event of unforeseen or adverse conditions such as adverse weather, the Developer's time frame to carry out the work will be extended by the amount of time reasonably required to overcome the condition.

MODIFICATIONS TO DESIGNATED ROADS AND HAUL ROUTES / ACCESS UPGRADE

41. Where the Developer determines that it is necessary to construct new or modified public/private interfaces along certain Designated Roads and Haul Routes leading to the Project which are not contemplated within Schedule "I" (the "New Public/Private Interfaces"), the Developer shall submit the request to undertake the construction of the New Public/Private Interfaces to the County together with plans and specifications drafted by a professional engineer (unless otherwise agreed to in writing by the County) (the "Plans") to the County for approval. Unless the proposed work is intended to be permanent, all such requests to the County shall include a remediation plan for removal of the work after the completion of the Project.
42. The County, in its sole and unfettered discretion, may approve the proposed New Public/Private Interfaces with or without conditions which may include entering into a separate construction agreement and posting additional securities with the County for the proposed New Public/Private Interfaces. The County's approval of the New Public/Private Interfaces will take into consideration the intended use and period of use of same. The County may require the posting of additional security in accordance with Schedule "E". The County shall provide the Developer with its written decision confirming if the submitted Plans are acceptable within 14 days of receipt of the Plans.

INDEMNIFICATION

43. The Developer shall at all times and without limitation, indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, agents, representatives and insurers from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councilors, directors, officers, employees, contractors, agents, representatives or insurers may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and arising as a direct or indirect result of:

- a) Any act or omission of the Developer or any of those persons for whom the Developer is responsible at law (including, without limitation, any of its employees, contractors, or subcontractors), whether occasioned by negligence, willful misconduct, or which results in breach of the terms of this Agreement or breach of any terms or conditions of any approval, authorization or permit issued in relation to the activities contemplated under this Agreement;
- b) The costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Developer as a result of the Developer's approved or required activities pursuant to this Agreement; or
- c) Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Developer to be fulfilled, kept, observed or performed, as the case may be.

44. The County shall at all times and without limitation, indemnify and save harmless the Developer, its directors, officers, employees, contractors, agents, representatives and insurers from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the Developer, its directors, officers, employees, contractors, agents, representatives or insurers may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any gross negligence, willful misconduct or bad faith on the part of the County, its Councilors, directors, officers, employees, contractors, agents, or representatives.

45. The provisions of this Section are in addition to and shall not prejudice any other rights that the parties may have at law or in equity. This Section shall survive the termination or expiry of this Agreement.

INSURANCE

46. Without in any way limiting the liability of the Developer under this Agreement, the Developer shall maintain in force or cause its contactors to maintain in force during the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably with respect to any work to be done in accordance with this Agreement;

- a. standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one of more persons or damage to or destruction of property;
- b. a comprehensive commercial general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. independent subcontractors or owners and contractor's protective liability;
 - iii. contractual liability;
 - iv. environmental liability; and
 - v. broad form property damage endorsement;
- c. Workers' Compensation coverage for all employees, if any, engaged by the Developer in accordance with the laws of the Province of Alberta, proof of coverage must be provided to the County;
- d. employers' liability insurance respecting employees, if any, of the Developer with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Developer; and
- e. such other insurance as the County may from time to time reasonably require.

47. The Developer shall ensure that the commercial general liability insurance coverage maintained by the Developer in accordance with this Agreement shall include the County as an additional insured and contain a severability of interests or cross liability clause. The Developer shall endeavor to ensure that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the insured.

48. All liability insurance shall be maintained continuously until TWELVE (12) months after the expiry of the Term.

49. The Developer shall, upon request of the County, furnish a Certificate of Insurance satisfactory to the County, acting reasonably, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Developer as set forth herein shall be borne by the Developer.

SECURITY

50. Prior to making use of the Designated Roads and Haul Routes, the Developer will provide security (the “**Security**”) to the County in the amount as set out in Schedule “E” to this Agreement in the form of cash or irrevocable letter of credit.
51. If the Security provided pursuant to Paragraph 50 is provided in the form of an irrevocable letter of credit, the letter of credit shall be issued by a Chartered Bank or Treasury Branch within Canada with a term of at least ONE (1) year and shall contain provisions for either:
- a. A covenant by the issuer that if the issuer has not received a release from the County SIXTY (60) days prior to the expiry of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year; or
 - b. A right on the part of the County to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the County has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least SIXTY (60) days prior to the expiry of the security.
52. The County may invoke the provisions of Paragraph 51 regarding Security, and cash or make demands as payee and beneficiary under the Security provided by the Developer to the County pursuant to the requirements of this Agreement in the event that the County is of the reasonable opinion that:
- a) With the exception of any repair or restoration work required under Paragraph 40 of this Agreement or default under Paragraph 29, the Developer by any act or omission is in default or breach of any term, condition or covenant of this Agreement has failed to rectify the matter within thirty (30) days of receiving a notice of default by the County, and the matter has been resolved in the County’s favor through Dispute Resolution or the matter was not referred to Dispute Resolution;
 - b) The Developer has been required to take steps pursuant to Paragraph 29 or has been required to repair or restore any damage to the Designated Roads or Haul Routes in accordance with the provisions of this Agreement and the Developer has failed to undertake such repair or restoration or other work and, with the exception of work required to be performed within the timeframes set out in accordance with Paragraph 44, and has failed to rectify the matter within thirty (30) days of receiving a notice of default by the County or has failed to pay the costs and expenses of such repair and

restoration or other work within THIRTY (30) days after receipt from the County of an invoice;

- c) The Developer is in breach of its obligations pursuant to Paragraphs 46, 47 or 48; or
 - d) The Security to be provided by the Developer to the County pursuant to this Agreement is due to expire within SIXTY (60) days and the Developer has not deposited with the County a renewal or replacement of such Security in terms and form acceptable to the County.
53. With the exception of Paragraph 52(d), the County shall only draw upon the amount of Security required to remedy the default or breach as reasonably determined by the County.
54. Subject to Paragraph 53, in the event that the County has negotiated or called upon the Security to be deposited by the Developer with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County reasonably deems fit to discharge the obligations of the Developer pursuant to this Agreement.
55. If during the Term, the County realizes upon any Security to cure a default of the Developer, within thirty (30) days of the County realizing upon the Security for the purpose of curing a Developer default under this Agreement, the Developer must provide additional Security to the County to bring the total Security amounts to the full overall amounts of Security required under this Agreement.
56. The Security, or such amounts as may be remaining, shall be returned to the Developer upon the completion of the Term if the obligations of the Developer hereunder are completed or the County has otherwise been compensated therefor.

TERMINATION

57. The County may terminate this Agreement by providing not less than thirty (30) days written notice to the Developer in the following circumstances:
- a) where the Developer fails to provide additional Security as required under Paragraph 55; or
 - b) The Developer is in default of any of its obligations under this Agreement resulting in an unacceptable risk to the travelling public in the sole opinion of the County, acting reasonably; and
 - c) In either case, the County has issued a notice of default contemplated under paragraph 52 (a “Notice of Default”) and the developer has failed to cure the default or has failed to make reasonable attempts to cure the default in the sole opinion of the County, acting reasonably, for a period of sixty (60) days following the date upon which the Notice of Default was issued, and where the Developer disputed the Notice of Default in writing

within fifteen (15) days of receipt of the Notice of Default, the matter was either determined in favor of the County at arbitration under Paragraph 58 or the matter was not referred to arbitration in accordance with Paragraph 58 and was not resolved between the parties.

DISPUTE RESOLUTION

58. Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the parties as they arise:
- (a) Where the Developer is in receipt of a Notice of Default under the provisions of this Agreement and disputes the Notice of Default, the Developer shall provide the County with written reasons for the dispute within fifteen (15) days of receipt of the notice of default or shall be deemed not to dispute the notice of default;
 - (b) The parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by negotiations between the parties;
 - (c) The parties shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms;
 - (d) Initially, the dispute shall be referred to the respective Chief Administrative Officer of the County and the Chief Executive Officer of the Developer, or their respective designates. These individuals shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
 - (e) If a dispute cannot be resolved by the parties by mutual agreement within a time period that is reasonably satisfactory to the party raising the issue under consideration, either party may submit the dispute for mediation. Either party may, on notice to the other party, request that mediation take place and the parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the parties. During the mediation process, no action will be taken by either party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the parties. Any mediation which takes place will be strictly confidential. No evidence of anything said, of any admission or communication made in the course of the mediation, or any proposal or concession made by either party in the course of mediation may be used by either party in any subsequent proceedings and shall not be admissible in any legal proceeding. The mediator may not be called by either party as a witness in any subsequent proceedings. Unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the ADR Institute of Canada, Inc.;
 - (f) Should mediation fail to result in a resolution of the dispute between the parties within fifteen (15) days after the parties initially attempted to mediate the dispute, either party

may submit the dispute for arbitration as provided in Subparagraph (g) below. The determination arising out of the arbitration process shall be final and binding upon the parties;

- (g) Arbitration shall be conducted in accordance with the following terms:
- i) The arbitration shall be carried out by a single arbitrator pursuant to the provisions of this Subparagraph;
 - ii) If the parties are unable to agree on a single arbitrator, the party desiring arbitration shall nominate one (1) arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within ten (10) days after receiving such notice, nominate an arbitrator and the two (2) arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters which are the subject of arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten (10) days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
 - iii) If the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails with ten (10) days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provision of this Agreement, be binding upon the parties;
 - iv) Any arbitration conducted pursuant to this Agreement shall take place in the City of Calgary and, subject to the provisions of this Agreement, the decision of the arbitrators and chairman, or any of the two (2) of them, in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issue. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;
 - v) The costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision; and
 - vi) Except as modified herein, the provisions of the Alberta **Arbitration Act**, as amended from time to time, shall govern the arbitration process.
59. Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to by the parties in writing, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this Article have been used and followed in good faith.

GENERAL TERMS

60. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed as aforesaid:

To the County: VULCAN COUNTY
 P.O. Box 180
 102 Centre Street
 Vulcan, AB
 T0L 2B0

Fax: 403-485-2920
 Attention: _____

To the Developer: John Schooten and Sons Custom Feedyard Ltd.

Fax: _____
 Attention: _____

61. The Developer and County agree to communicate and cooperate in good faith concerning the safe implementation of the Project and work together to prevent or correct any hazardous road conditions that may be created by the Project.
62. No waiver and no modification or amendment of any provision of this Agreement or any Schedules attached hereto shall be effective unless specifically made in writing and duly agreed to by the parties. Waiver by any party of any breach or failure to comply with any provision or term of this Agreement by another party shall not be construed as, or constitute, a continuing waiver, or a waiver of any breach of, or failure to comply with, any other provision of this Agreement.
63. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.
64. Whenever possible, each provision of this Road Use Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or term of this Road Use Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating or effecting the remaining provisions of this Road Use Agreement.
65. The following Schedules are attached to and form part of this Agreement:

- Schedule A - Project Lands
- Schedule B - Designated Roads and Haul Routes
- Schedule C - Goods and Materials
- Schedule D - Pre and Post Haul/Construction Inspection Report
- Schedule E - Security
- Schedule F - County Approach Construction Specifications
- Schedule G - Traffic Accommodation Strategy
- Schedule I - Dust Abatement

Commented [A2]: Should we have something that mentions seasonal haul routes

- 66. This Agreement is non-transferable but shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 67. Notwithstanding any other provision of this Agreement, if either party is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing party's reasonable control, including without limitation natural disaster, fire, explosion, flood, landslide, epidemics, or other acts of God; acts, regulations, export or import restrictions, embargoes, or laws of any government; terrorism, rebellions, mutinies, war or civil commotion; acts or decisions of duly constituted municipal, state, provincial, national or supra-national governmental authorities or of courts of law (“**Force Majeure**”), the obligations of that party shall be suspended while the event of Force Majeure continues to prevent the performance of the said obligations and such non-performing party shall not be liable for breach with respect to such non-performance to the extent any such non-performance is due to an event of Force Majeure, provided however that the party claiming Force Majeure shall, as soon as reasonably possible after becoming aware of the occurrence of an event of Force Majeure, notify the other party of the occurrence of that event of Force Majeure. The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure.

IN WITNESS WHEREOF the parties have hereunder affixed their seals of their proper officers as of the day and year first above written.

VULCAN COUNTY

Per: _____
Chief Elected Officer

(corporate seal)

Per: _____
Chief Administrative Officer

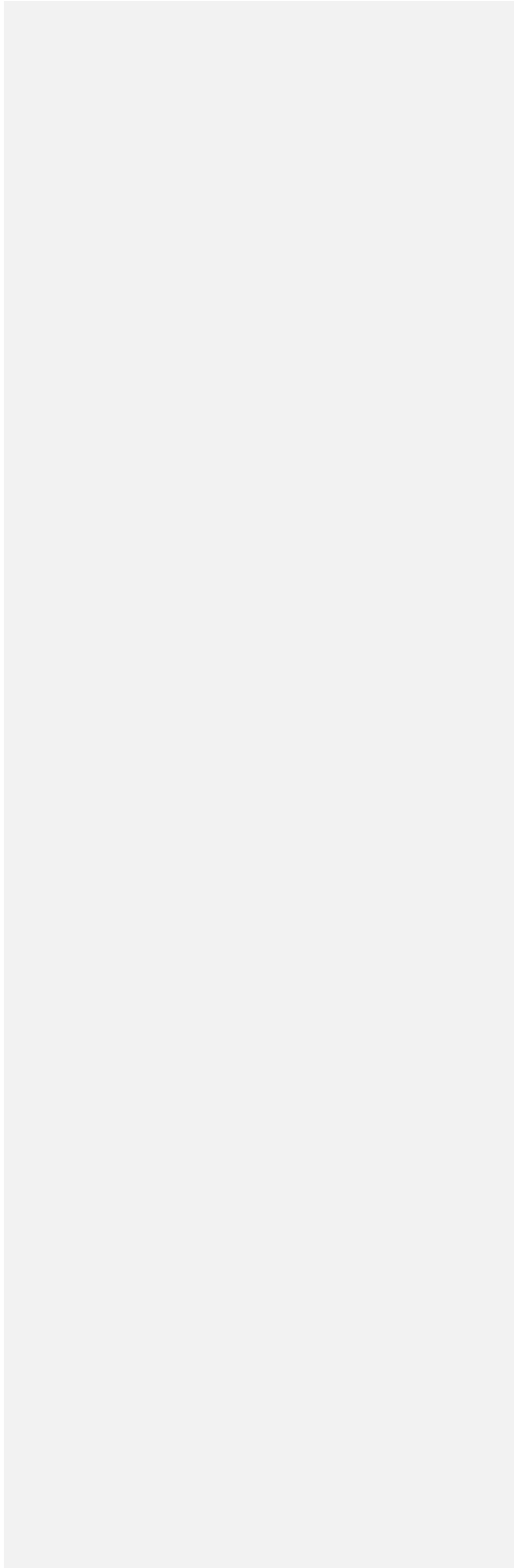
John Schooten and Sons Custom Feedyard Ltd.

Per: _____

(corporate seal)

Per: _____

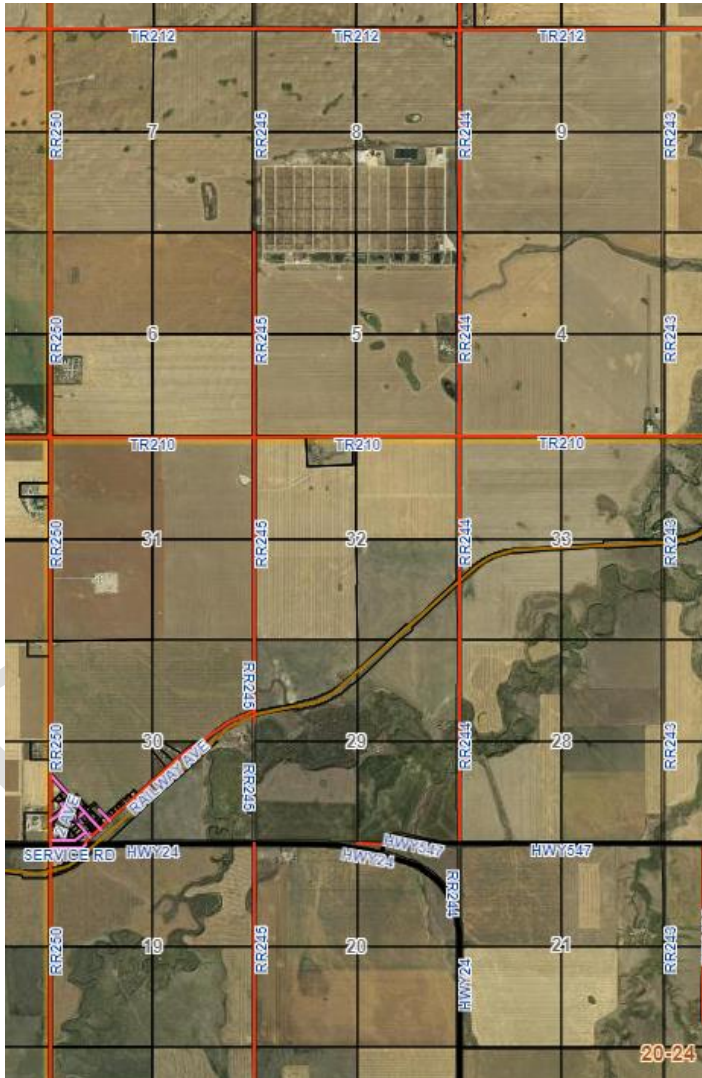
DRAFT



SCHEDULE "A"

PROJECT LANDS

S 1/2 -8-21-24 W4M & N 1/2 5-21-24 W4M



SCHEDULE "C"

GOODS AND MATERIALS

1. The Developer will haul goods and materials related to the construction and operation of the Project over the Designated Roads and Haul Routes which include the following, without the requirement for any special permits outside of this Agreement:
 - a) Heavy equipment,
 - b) Concrete and concrete reinforcement materials,
 - c) Gravel and other locally excavated materials,
 - d) associated miscellaneous parts and tools
 - e) Livestock,
 - f) Silage and or other animal feed,
 - g) Manure or other excavated materials,
 - h) Other goods as reasonably required for the Project

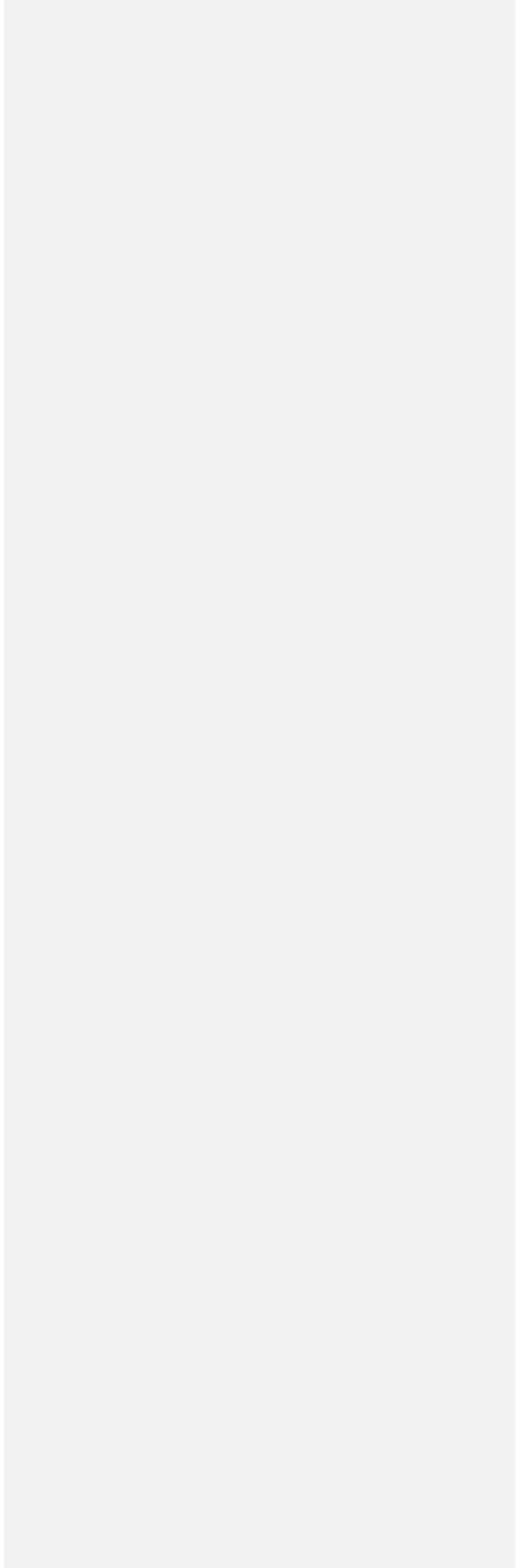
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SCHEDULE "D"

PRE-HAUL AND POST-HAUL/CONSTRUCTION INSPECTION REPORT

Pre and Post Haul/Construction inspections will be conducted with representatives from the Developer and Vulcan County in attendance. All costs of the inspection will be borne by the Developer. Inspections may include but not limited to the survey of the road shoulders and centerline to allow for measurements of the width and crown of the road. A video may be taken for future reference.

DRAFT



SCHEDULE "E"

SECURITY

1. The Developer is required to post 10% of road construction as security with the County calculated as follows:

3.5 miles @ \$162,922/mile for gravel surface road: \$570,227.00


Total Security @ 10%
\$57,022.70

DRAFT

SCHEDULE "F"
COUNTY APPROACH CONSTRUCTION SPECIFICATIONS

All approaches will be built to County Standards as per Policy #32-1006
All approach locations must be approved by the County prior to construction

VULCAN COUNTY POLICY NO. 32-1006 Effective: March 15, 2006 Amended: May 5, 2021 Cross Reference: PW 2006-03-34 Amended: MTN 2011-07-14 MTN 2011-08-16 MTN 2014-02-46 CC 2021-05-05-07	APPROACH CONSTRUCTION POLICY Approved by County Council Page 1 of 6
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Approach Construction Policy

APPROACHES – FARMER/LANDOWNER

1. Anyone wishing to have an approach must:
 - a) Obtain permission from the Director of Operations or designate, prior to constructing the approach.
 - b) Construct the approach at the applicant's cost and to County standards;
 - c) Subject to availability of time, Vulcan County Public Works may construct one approach per quarter section at the County's cost, unless the quarter section is topographically inaccessible; extra approaches at the applicant's cost may be supplied upon approval of Public Works.
 - d) Ensure that the approach has a sight distance of a minimum 300 metres (984 ft) in either direction.
 - e) Adequate drainage must be maintained.
 - f) The County will widen one approach per quarter section at the County's cost. If a new culvert is required, the landowner is responsible for the costs thereof.
 - g) A maximum of two (2) approaches per quarter section will be allowed. Unless the quarter section is topographically inaccessible. Any more than two (2) approaches will require written permission from County Council, or as approved by the Director of Operations.
 - h) Fees associated with this policy are listed in Schedule "A" in the Fees for Service Bylaw.

VULCAN COUNTY POLICY NO. 32-1006

APPROACH CONSTRUCTION POLICY

Effective: March 15, 2006

Approved by County Council

Amended: May 5, 2021

Cross Reference: PW 2006-03-34

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Amended: MTN 2011-07-14 MTN 2011-08-16

MTN 2014-02-46 CC 2021-05-05-07

2. The County standards for approaches are:

- a) A minimum of 10.0 metres (33 ft) in width with side slopes of 4:1
- b) A maximum of 15.0 metres (50 ft) in width with side slopes of 4:1. Any width larger than 15.0 metres (50 ft) will require written permission from County Council or as approved by the Director of Operations.
- c) A culvert having a diameter of not less than 500 millimetres (20 in) must be installed, where required.
- d) All approaches onto developed roads shall be gravelled to the property line.
- e) All approaches onto paved roads shall be paved 2m (7 ft) from the roadway shoulder and then gravelled to the property line.

3. The County may supply used culvert, at the applicant's cost, to the applicant if it is available.

APPROACHES – RESOURCE AND OTHER

1. Anyone wishing to have an approach must:

- a) Sign an agreement giving permission;
- b) Construct the approach according to the requirements for Approaches contained in the agreement;
- c) Install the approach after the agreement has been signed;
- d) Remove the approach according to the terms of the agreement;
- e) Supply a written letter of refusal from the adjoining landowner that indicates that the applicant cannot use any existing approach within a quarter mile of the site chosen by the applicant;
- f) Wherever possible use existing approaches.

VULCAN COUNTY POLICY NO. 32-1006

APPROACH CONSTRUCTION POLICY

Effective: March 15, 2006

Approved by County Council

Amended: May 5, 2021

Cross Reference: PW 2006-03-34

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Amended: MTN 2011-07-14 MTN 2011-08-16

MTN 2014-02-46 CC 2021-05-05-07

- g) Fees associated with this policy are listed in Schedule "A" in the Fees for Service Bylaw.
2. Temporary approaches may be granted for a period of 12 months. An extension to this time period must be requested by the applicant.
 3. All temporary approaches shall be gravelled.
 4. Once the temporary approach is no longer required, the applicant shall remove the approach and reclaim the site at the applicant's expense.
 5. A copy of the aforementioned agreement is attached and forms part of this policy.

VULCAN COUNTY POLICY NO. 32-1006

Effective: March 15, 2006
Amended: May 5, 2021

APPROACH CONSTRUCTION POLICY

Approved by County Council

Cross Reference: PW 2006-03-34

Amended: MTN 2011-07-14 MTN 2011-08-16
MTN 2014-02-46 CC 2021-05-05-07

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VULCAN COUNTY

P.O. Box 180
Vulcan, AB T0L 2B0
Phone: 403-485-2241
Fax: 403-485-2920

APPROVAL

TO CONSTRUCT ACCESS ONTO A ROADWAY

County File No. _____ Applicant File No. _____

Date of Approval: _____, _____.

Applicant/Landowner

Agent/Consultant of Utility

Address _____

Address _____

Telephone _____

Telephone _____

Contact _____

Contact _____

Vulcan County hereby grants permission to construct an access from the location indicated below onto a public roadway in accordance with the terms and conditions specified herein which form part of this approval.

TERMS AND CONDITIONS

GENERAL:

1. If an existing access is available within a quarter mile or 400 metres (1312 ft) or less of the proposed new access, the proposed new access will not be granted unless a written letter from the adjoining property holder objecting to using the said existing access is included with the application to construct the new access.
2. If the access is approved, the access must be constructed at a location which provides an unobstructed view of the roadway involved for a sight distance of no less than 300 metres (984 ft).

VULCAN COUNTY POLICY NO. 32-1006	APPROACH CONSTRUCTION POLICY
Effective: March 15, 2006	Approved by County Council
Amended: May 5, 2021	
Cross Reference: PW 2006-03-34	Page 5 of 6
Amended: MTN 2011-07-14 MTN 2011-08-16	
MTN 2014-02-46 CC 2021-05-05-07	

3. The travelable surface of the access shall not be less than 10.0 metres (33 ft) in width nor greater than 15.0 metres (50 ft) in width, accesses larger than 15.0 metres (50 ft) will require written permission from County Council or as approved by the Director of Operations. The access must be made wide enough to allow for free movement of all traffic.

4. A culvert of not less than 500 millimetres (20 in) in diameter must be installed if the access may obstruct the flow of the water.

5. The slope of all grades shall be 4:1.

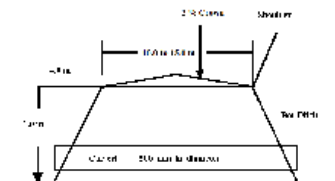
6. The access shall be constructed at no cost to Vulcan County unless otherwise specified herein.

7. The grantee shall indemnify and save harmless Vulcan County from and against all loss, costs, charges, damages and expenses which Vulcan County may suffer or sustain as a result of the construction of the access.

8. The following conditions are hereby attached for the construction of an approach at the following well or roadside approach:

To wit: L.S.D _____ Sec. _____ Twp. _____ Rge. _____ W4M

Requests to change any of the above or below mentioned specifications may be obtained from the Director of Operations for Vulcan County.



9. Any access onto any road must be compacted from the road to the property line.

10. Any access onto a developed road must be gravelled with 1" (25mm) crushed gravel, from the roadway shoulder to the property line.

VULCAN COUNTY POLICY NO. 32-1006

APPROACH CONSTRUCTION POLICY

Effective: March 15, 2006

Approved by County Council

Amended: May 5, 2021

Cross Reference: PW 2006-03-34

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Amended: MTN 2011-07-14

MTN 2011-08-16

MTN 2014-02-46

CC 2021-05-05-07

11. Any access onto a paved road must be paved 2 metres (7 ft) from the roadway shoulder and then gravelled with 1" (25mm) crushed gravel to the property line.
12. The gravel surface on developed roads must be gravelled with 1" (25mm) crushed gravel for a distance of 100 metres (328 ft) in either direction, at a rate of 300 tonnes per mile for any developed road that has been disturbed to construct the access.
13. The approach must be of at least a 2% grade sloping away from the road surface towards the property line, ensuring proper drainage.
14. The culverts must be riprapped.
15. All disturbed ditch areas must be seeded and controlled for weeds.
16. If the conditions of this Agreement are not met, the approach will be removed at the expense of the Grantee.
17. Other conditions or specifications (if applicable):

Specific:

1. Any access constructed according to the general terms and conditions of this Agreement shall be recognized as a temporary access to the site it was constructed for, for a period of twelve (12) months.
2. Immediately after the expiry of twelve (12) months or as soon as weather permits, the Grantee shall:
 - a) remove the access if it is no longer required, or
 - b) advise the Grantor in writing that the access will be required permanently.
3. If the access is declared to be permanent or on the expiry of twelve (12) months, any access adjoining a paved roadway shall be paved to the property line within twelve (12) months of that date or declaration.

VULCAN COUNTY POLICY NO. 32-1006

APPROACH CONSTRUCTION POLICY

Effective: March 15, 2006
Amended: May 5, 2021

Approved by County Council

Cross Reference: PW 2006-03-34
Amended: MTN 2011-07-14 MTN 2011-08-16
MTN 2014-02-46 CC 2021-05-05-07

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This information is being collected under the authority of the Municipal Government Act and will be used for the direction, control and management of municipal roads. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act. If you have any questions, contact the County Administrator's office at 1-403-485-2241.
Acknowledged and agreed to:

Signed at or near _____ this ____ day of _____,
_____.

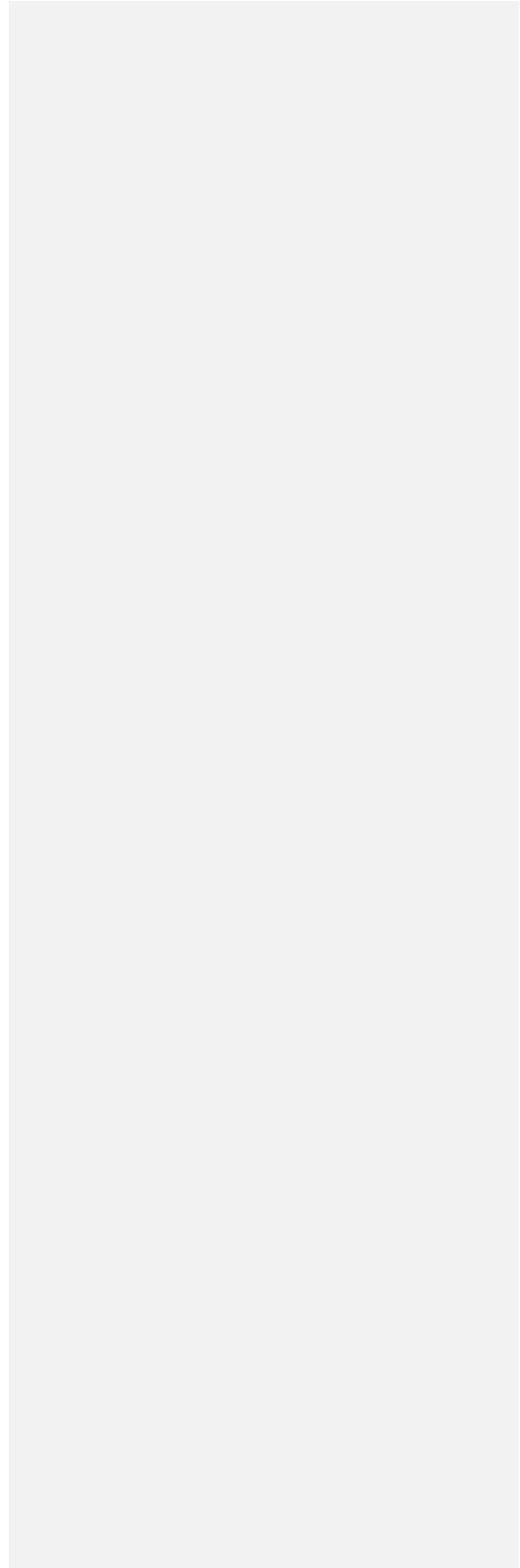
Signature of Landowner or Applicant

For Vulcan County

SCHEDULE "G"
Traffic Accommodation Strategy

To be supplied by the Developer if required

DRAFT



Schedule "H"
Dust Abatement

122 meters (400 feet) length from Hwy. 547 intersection north on Range Road #244.

122 meters (400 feet) length in front of the feedyard entrances.

**122 meters (400 feet) length in front of residences # 210034A, #210034B and #210034C on
Range Road #244**

DRAFT

Schedule "I"
Approaches and Public/Private Interfaces

A minimum of 50 meters (150 feet) length from Hwy. 547 intersection south on Range Road #244 shall be improved to adjust the approach angle to the intersection.
The improvements will be completed by Vulcan County on a cost recovery basis with financial assistance by Schooten and Sons Custom Feedyard Ltd.

DRAFT