

THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

STRATHCONA COUNTY  
a Municipal Corporation in the Province of Alberta  
(the "Municipality")

AND

\_\_\_\_\_  
a corporation carrying on business in the Province of Alberta  
(the "Contractor")

OF THE FIRST PART

OF THE SECOND PART

WHEREAS the Municipality is the owner and has care and control of facilities and lands appropriate for snow disposal within the Municipality, herein after referred to as the "Strathcona County Snowmelt Facility";

AND WHEREAS the Contractor removes snow from properties within the Municipality;

NOW THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Municipality and the Contractor agree as follows:

1. **Term**

The contractor is entitled to dispose of snow into the Strathcona County Snowmelt Facility, subject to the terms and conditions of this Agreement. The term of this contract shall commence on the date of the agreement and shall terminate on the 31<sup>st</sup> day of March, 2023, except as otherwise provided by the terms of this Agreement.

2. **Consideration**

In consideration of the Municipality allowing the Contractor to dispose of snow at the Strathcona County Snowmelt Facility, the Contractor shall pay to the Municipality:

A user fee of One Hundred Dollars (\$100.00) which is non-refundable and due prior to use of the Strathcona County Snowmelt Facility. One (1) Snow Storage Pass will be issued per contract. Additional passes may be purchased for One Hundred Dollars (\$100.00) each.

### 3. Contractor's Covenants

The Contractor agrees that it shall in carrying out its obligations hereunder:

- a) be bound by and observe all applicable federal, provincial and municipal legislation, which, without limiting the generality of the foregoing, shall include the provisions of the *Environmental Protection and Enhancement Act*, R.S.A. 1980, C. E-13-3, as amended from time to time, and the Contractor shall cause all of its employees and approved subcontractors to be so bound;
- b) Comply with the Province of Alberta Occupational Health and Safety Act, Occupational Health and Safety Code and also with the Strathcona County Occupational Health and Safety Manual (August 2003).
- c) Inspect their personal protective equipment to ensure that it meets the requirements of Alberta Labour Occupational Health and Safety regulations and the applicable CSA before using it. Safety vest must be worn if the operator is out the vehicle.
- d) **Enter and exit the facility from Highway 16 (Yellowhead) and Secondary Highway 824 (Ardrossan overpass) and existing service road. Drivers found using other routes will have their passes revoked.**
- e) Always have trucks positioned on the terrain as level as possible for loading and unloading **DO NOT BANG TAILGATES** (noise bylaw 66-99).
- f) at all times ensure that all vehicles used for snow hauling and disposal are in good working order.
- g) be aware of any potential worksite hazards and report to the appropriate personnel at 780-417-7100
- h) where the view is obstructed, have a competent signal person direct the truck in back-up procedures.
- i) have an audible back up signal if the vehicle is greater than a one-ton.
- j) ensure that the vehicles and employees who enter upon the Strathcona County Snowmelt Facility shall not do damage to the land or appurtenances, reasonable wear and tear excepted;
- k) provide, upon the Municipality's request, a list of employees who will operate the snow disposal vehicles, as well as a list of the snow disposal vehicles indicating the license plates for each vehicle. **Each vehicle will carry a Snow Storage Pass that must be placed on the dash of the passenger side of the vehicle. Failure to produce this pass will result in a fine issued by Strathcona County Constable & Bylaw Services. The Snow Disposal site will be monitored 24 hours a day.**

- l) maintain, and upon the **Municipality's request** provide the Municipality a copy of an insurance policy covering the Contractor for comprehensive general liability, with a limit of **\$2,000,000.00** per occurrence;
- m) refrain from depositing into the Strathcona County Snowmelt Facility matter which, in the opinion of the Municipality, may be harmful to the Strathcona County Snowmelt Facility or the environment;
- n) only deposit snow into the Strathcona County Snowmelt Facility from **properties within Strathcona County**;
- o) at all-time carry on its business pursuant to this Agreement as an independent contractor in pursuit of an independent calling and not as an employee or servant of the Municipality. Accordingly, the Contractor shall be responsible to pay all federal and provincial income tax, unemployment insurance contributions, Canada Pension Plan payments and all other requirements and deductions under law, whether municipal, provincial or federal, and the Contractor shall furthermore be responsible for payment of all Workers' Compensation board claims and shall establish an account with the Workers' Compensation board for payment of all accounts thereto;
- p) not assign it interest under this Agreement, without the prior written consent of the Municipality, which consent may be unreasonably or arbitrarily withheld;
- q) allow the Municipality, upon request by the Municipality, to test the nature of the substances which the Contractor deposits onto the Strathcona County Snowmelt Facility;
- r) refrain from allowing or assisting in the access of unauthorized persons to the Strathcona County Snowmelt Facility; and
- s) indemnify and save harmless the Municipality from and against any and all claims, losses, damages or injury to any person or the property of any person including the Municipality however caused by the Contractor, its servants, contractors and agents, which may occur at any time in connection with the rights and privileges granted to the Contractor pursuant to this Agreement, excepting that the Contractor is not required to indemnify and save harmless the Municipality from and against any and all claims, losses, damages or injury solely caused by the negligence of the Municipality.

#### 4. **Municipality's Covenants**

The Municipality agrees that it shall:

- a) not levy any additional charges or fees to the Contractor for dumping snow onto the Strathcona County Snowmelt Facility, other than the consideration specified in Clause 2 above;

b) refrain from impeding the contractor's rights and privileges contained herein, including by impeding the Contractor's access to the Strathcona County Snowmelt Facility as long as the Contractor is not in default under this Agreement.

5. **Termination**

5.1 The Municipality shall have the right to terminate this Agreement upon giving twenty-four (24) hours written notice to the Contractor; however, if the Municipality is of the opinion that the Contractor may or has deposited matter into the Snow disposal site which, in the opinion of the Municipality, may be harmful to the Snow disposal site or the environment, the Municipality shall have the right to immediately terminate this Agreement;

5.2 Upon the breach by the Municipality of any of the Municipality's covenants herein, the contractor shall have the right to terminate the Agreement upon twenty-four (24) hours written notice to the Municipality;

6. **Notice**

Any notice required or permitted to be given under this Agreement may be effectively given under letter addressed to:

The Municipality:

Strathcona County  
2001 Sherwood Drive  
Sherwood Park, Alberta  
T8A 3W7

The Contractor:

*(insert name, address, phone # and email address)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Email Address**

\_\_\_\_\_

provided that in the event that a notice is served by mail at a time where there is an interruption of mail service affecting the delivery of such mail, then such notice shall not be deemed to have been served until one (1) week after the date that normal mail service is restored.

7. **Execution**

In witness whereof, the parties hereto have executed this agreement as of the date and year first above written.

_____	<b>STRATHCONA COUNTY</b>
<i>Contractor's Legal Name</i>	
_____	_____
<i>Authorized Signature</i>	Director, Transportation and Agriculture Services
_____	_____
<i>Print Name</i>	Date