

ROAD USE POLICY

Policy Number:	OP08
Administered By:	Director of Operations
Approved By:	Chief Administrative Officer
Effective Date:	June 8, 2020 R.191.2020

Purpose:

This policy shall define the Town's expectations for road users and the public with regard to trucks using Town Roads. This policy will apply to agricultural and commercial/industrial road use.

Scope:

The road infrastructure in the Town is intended for public use and we recognize that business and commerce rely on the road infrastructure for their livelihood. However, there are times when the demands placed upon the roads by heavy traffic often exceeds the capacity of the roads, resulting in damage to the roadways that render the roads un-safe or needing extraordinary levels of maintenance. Therefore, the intent of this policy is to preserve the road infrastructure by reducing road damage.

Responsibilities:

The Public Works Foreman and Development Officer are responsible to ensure road use is administered as per this policy.

Definitions:

Agricultural: means all traffic servicing the agricultural sector.

Commercial/Industrial: means all non-agricultural traffic transporting to commercial or industrial sites.

Continuous Hauls: a haul that is defined as more than ten (10) or more trips into one location, regardless of duration.

Heavy Truck: any truck operating at the weights specified in the Province of Alberta Commercial Vehicle Dimension and Weight Regulation.

Truck: means a motor vehicle designed and intended for the transport of goods or carrying of loads.

Policy:

The Town maintains all roads for public use, including trucks, however in certain circumstances the Town will regulate truck traffic to the extent that is necessary to ensure safe travel for all users of a roadway. This regulation can occur through the use of Road Bans and Heavy Haul Agreements for any agricultural or commercial/industrial hauling.

Procedure:

Road Bans:

Road bans will be implemented at the discretion of the Public Works Foreman to safeguard Town infrastructure. A road will be subject to a road ban should there be excessive wear and tear or failing infrastructure, either caused by deterioration over time or concentrated heavy truck traffic. Bans will remain in place until the road is repaired and capable of handling full legal weights.

Heavy Haul Agreement:

Based on the scope of the project and as deemed necessary by the Development Officer, the condition for a Heavy Haul Agreement may be included within a Development Permit. Heavy Haul Agreements will apply to all developments that may introduce increased heavy truck traffic and/or continuous hauling along Town roads which have the potential to increase wear and tear on said roads. A sample Heavy Haul Agreement is attached to this Policy.

Should multiple Heavy Haul Agreements for different haulers be in place along the same roads, the onus will be on each hauler to monitor their traffic for any damage and report to the Town immediately. If the hauler does not declare causing the damage, then all haulers will be billed equally for the required repairs.

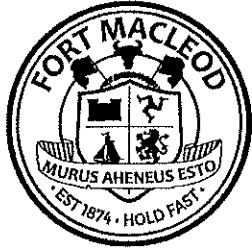
Road Use Agreements are to remain in place for the duration of the project. In some cases, a Road Use Agreement can remain in place for the duration of a business's operation.

Further Information:

For further information regarding this Policy, please contact the department identified in the title bar under Administered By.



CAO – Town of Fort Macleod



MEMORANDUM OF AGREEMENT

Made in duplicate this ____ day of _____, 20____
at the Town of Fort Macleod, in the Province of Alberta.

BETWEEN:

The Town of Fort Macleod,

A Municipal Corporation in the Province of Alberta
(Hereinafter known as "the Municipality")

AND:

(Hereinafter known as "the Hauler")

WHEREAS pursuant to Section 18(1) of the **Municipal Government Act**, R.S.A. 2000, Chapter M-26, as amended, the Municipality has the direction, control and management of all roads in the Municipality;

AND WHEREAS the Municipality has determined that the Hauler's proposed use of the Roads warrants entering into a heavy haul agreement as per Schedule "A";

AND WHEREAS the Hauler requires the use of _____ kilometers of public roads as detailed in Schedule "B" (the "Roads"), which is attached and forms part of this Agreement, in order to carry out its operations as _____
_____. (The Use;)

AND WHEREAS it is a condition of Development Permit XXXXX, approved by the Town of Fort Macleod, the applicant/ hauler shall enter into a Road Use Agreement with the Town of Fort Macleod;

AND WHEREAS the Municipality agrees to allow the Hauler to make Use of the Roads in consideration of the Hauler assuming certain responsibilities and obligations relating thereto as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the terms and conditions hereinafter specified, the parties agree as follows:

1. Term

- 1.1 The term of this Agreement commences on _____, 20__ and ends on _____, 20__ unless terminated earlier by either party in accordance with the terms of this Agreement.
- 1.2 Either party may terminate this Agreement at any time and for any reason by providing twenty four (24) hour prior written notice of intention to terminate to the other party without any penalty or liability being attributed to the party terminating the Agreement. In the event that the Municipality terminates this Agreement in accordance with this section, the Municipality shall not be liable to the Hauler for any costs, claims, expenses, charges, fees, loss of profit, loss of business opportunity or costs whatsoever directly or indirectly related to the termination of this Agreement by the Municipality.
- 1.3 The Hauler further specifically acknowledges and agrees that any failure on its part to strictly adhere to the terms and conditions of this Agreement shall constitute good and sufficient grounds for the Municipality to terminate this Agreement without providing the Hauler with prior notice of intention to terminate this Agreement. In the event that the Municipality terminates this Agreement for cause under this section, the Municipality shall not be liable to the Hauler for any costs, claims, expenses, charges, fees, or costs whatsoever directly or indirectly related to the termination of this Agreement by the Municipality.

2. Conditions of Use

- 2.1 In accordance with carrying out the specified Use, the Hauler may transport loads at axle weights on the Roads which are consistent with the weights specified in the carrying vehicle's certificate of registration and the provisions of the **Traffic Safety Act**, R.S.A. 2000 Chapter T-6 and its Regulations and Schedules, as amended or enacted from time to time.
- 2.2 The Municipality may, from time to time, and without providing prior notice to the Hauler, impose road bans in accordance with the **Traffic Safety Act** on the Roads when such road bans are deemed necessary in the sole discretion of the Municipality's Superintendent of Public Works or his/her designate. The Hauler must abide by any and all such road bans as imposed by the Municipality from time to time.
- 2.3 At all times, the Hauler shall operate in accordance with all Federal, Provincial and Municipal legislation, regulations, bylaws, approvals, licenses or certifications as such may affect or impact the Use or the Roads from time to time.

- 2.4 The maximum speed on the Roads shall be eighty (80) kilometers per hour unless otherwise posted or directed by the Municipality.
- 2.5 The Hauler shall indemnify and hold harmless the Municipality, its employees, elected officials, officers, agents and insurers from any and all claims, demands, actions, charges, pleadings, personal injury or death, expenses or costs, whatsoever that may arise, directly or indirectly, out of any act or omission of the Hauler, its employees or agents, in the exercise or performance of any rights or obligations by the Hauler of this Agreement or by reason of any matter or thing done, permitted or omitted to be done by the Hauler, its agents or employees, whether occasioned by negligence or otherwise. The provisions of this section survive the expiry or termination of this Agreement.
- 2.6 The Hauler covenants that it shall carry and maintain at its own cost and expense comprehensive liability insurance in an amount of not less than Two Million (\$2,000,000.00) Dollars throughout the term of this Agreement, and that the Municipality shall be named as an additional named Insured on the policy. The Hauler shall deliver to the Municipality a certificate of such insurance.
- 2.7 The Hauler specifically acknowledges and agrees that it is responsible to:
- a) pay for the maintenance of the Roads in a safe and passable state of repair for all commercial, industrial, passenger and recreational vehicles at all times during the term of this Agreement including but not limited to the cost of repairing oil or asphalt deterioration, gravel loss, rutting, damage to Road shoulders, culverts, signs or bridges, and damage to native grass or erosion on undeveloped Road allowances;
 - b) pay for the resurfacing or re-gravelling, as the case may be, of the Roads when and if such resurfacing or re-gravelling of the Roads is required and deemed necessary by the Municipality in the sole discretion of the Municipality's Director of Operations or his/her designate;
 - c) provide or pay for appropriate dust suppression on the Roads when and if such dust suppression of the Roads is required and deemed necessary by the Municipality in the sole discretion of the Municipality's Director of Operations or his/her designate;
 - d) pay all invoices issued by the Municipality in accordance with this Agreement within 30 days of issuance;
 - e) undertake the Use only of the Roads specified in Schedule B to this Agreement, and specifically agrees not to undertake the Use of any other Roads without the prior written approval of the Municipality's Director of Operations or his/her designate;

- f) erect suitable signage and warning devices conducive to the safe Use of the Roads at such places and in such numbers as required by the Director of Operations or his/her designate; and
- g) post a bond or other financial guarantee, in a form acceptable to the Municipality, in the amount of:
 - i) \$3,000 per kilometer of undeveloped Road allowance,
 - ii) \$7,500 per kilometer of graveled or oiled Road, and
 - iii) \$40,000 per kilometer of paved Road

as identified in Schedule B. The Municipality may draw on the bond, at its discretion, as reimbursement for costs incurred by the Municipality pursuant to this Agreement in the event that the Hauler does not pay invoices issued by the Municipality under this Agreement within 30 days of issuance or in the event that the Hauler is determined by the Municipality, in its sole discretion, to be in default of any of the provisions of this Agreement, which default has resulted in costs being incurred by the Municipality.

- 2.8 Use of Roads shall only occur during the hours of _____ and _____ during weekdays (Monday through Friday) and _____ and _____ on weekends or statutory holidays.
- 2.9 During extreme weather conditions, as such may be determined time to time in the sole discretion of the Municipality's Director of Operations or his/her designate, use of the Roads shall only occur with the approval of and in strict accordance with the directions the Director of Operations or his/her designate.
- 2.10 In the event of a dispute arising between the Director of Operations and the Hauler with respect to issues arising from or the interpretation of this Agreement, the dispute shall be referred to the Chief Administrative Officer, who shall provide a recommendation to Council for Council's decision on the dispute. Council's decision is final and binding on the parties.
- 2.11 The parties hereto mutually agree as follows:
- a) At all times during the term of this Agreement, the Roads shall remain available for public use.
 - b) 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 delivered or forwarded by registered mail to the Municipality at:

The Town of Fort Macleod
P.O. Box 1420
Fort Macleod,
Alberta T0L 0Z0

Fax: 403-553-2426

Attention: Director of Operations

and to the Heavy Hauler at:

or to such other address as either party may furnish to the other from time to time.

- 2.12 This Agreement will endure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors, receivers and assigns.
- 2.13 The preamble paragraphs are hereby incorporated as an integral part of this Agreement.
- 2.14 The parties' obligations as stated herein survive the expiry of the term of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED

Hauler

Town of Fort Macleod

Per: _____
Signature of Hauler

Per: _____
Chief Administrative Officer

Per: _____
Witness

Schedule "A" **Hauler Road Use**

1. Heavy haul agreements shall be required when, in the opinion of the Director of Operations or his/her designate, extraordinary and/or extensive use of Municipal road systems is proposed or is occurring which extends beyond the usual wear and tear occasioned to Municipal roads.

2. There are seven (7) categories of use where a hauler may be required to enter into a road use agreement with the Municipality:
 1. Oil and Gas Industry,
 2. Sand and Gravel Industry,
 3. Log Hauling Industry,
 4. Agricultural/Fertilizer Industry,
 5. Construction Industry,
 6. Building Moving Industry, or
 7. Any other Heavy Haul Industry not noted above where axle weight exceeds GVW, vehicle length exceeds Normal Length, or Over Dimensional.

3. Where deemed appropriate and necessary by the Director of Operations or his/her designate, the Director of Operations or his/her designate is authorized to:
 1. Conduct a pre-haul Road inspection with a representative of the hauler;
 2. Issue the heavy haul agreement, if in the Director of Operations or his/her designates opinion, a heavy haul agreement is warranted;
 3. Conduct a post-haul inspection with a representative of the haul company and assess resulting Road damage, including but not limited to:
 - a. oil or asphalt deterioration,
 - b. gravel loss,
 - c. rutting,
 - d. damage to road shoulders, culverts, signs, or bridges, or
 - e. damage to native grass or erosion on undeveloped road allowances.
 4. Undertake to repair the Road damages as assessed by the Municipality or a contractor approved by the Municipality to the satisfaction of the Director of Operations or his/her designate.
 5. Invoice the hauler for the cost of repairs to the Road or recover the costs of the Road repair by drawing on the bond posted by the heavy hauler pursuant to the terms of the heavy haul agreement.

