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Policy Title ROAD USE AGREEMENT	Date: March 26, 2020	Resolution No.

Purpose:

To enable the continued public use and movement of products and equipment on the Birch Hills County roads while maintaining the integrity of roads and minimizing publicly funded maintenance costs during extensive, intensive or heavy hauls.

Definitions:

“**County**” means Birch Hills County.

“**County Road Maintenance Program**” is the activity performed by Birch Hills County on the maintenance of all municipal roads and right of ways.

“**Designated Contractor**” means an entity hired by the Primary Company as a sub-contractor to perform work on behalf of the Primary Company.

“**Chief Administrative Officer or Designate**” means the County’s CAO or a County representative(s) appointed by the Chief Administrative Officer with the authority in approving and enforcing Road Use Agreements.

“**Haul Road**” is any municipal road included within the approved Company’s Haul Route plan as specified in the Road Use Agreement.

“**Hauling**” shall mean”

- a. Intensive – a frequent truck hauling activity that exceeds ten (10) trips per day;
- b. Extensive – a truck hauling activity by a Company that exceeds ten (10) trips per day and extends beyond a 6 month period;
- c. Heavy – an overweight and/or over dimensional truck hauling activity and typically requires a Provincial Government Permit; and
- d. Normal – means a truck hauling activity less than ten (10) trips per day.

“**Primary Company**” (further referred to as “Company”) means the Company or individual which moves the goods, materials or equipment by use of its own force or through utilizing a Designated Contractor, and/or an owner of a resource (ie gravel, sand) that is being moved.



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“Road Ban” means restrictions placed on County Roads restricting axle weights to protect the structural integrity of the County’s Road system for limited time periods during certain seasonal conditions when Roads are subject to damage.

“Road Use Agreement” forms part of this policy as “Schedule 1” and is an agreement between the Birch Hills County and the Primary Company that authorizes the Company, subject to conditions, to use the road.

“Security Deposit” is a measure of security for the County to cover expenses for damages caused by the Company as it relates to the Road Use Agreement terms.

“Trip” means one use of a road from point A to point B.

Guidelines:

1. Birch Hills County roads are an integral part of the County’s transportation network:
 - a. under control, direction and management of Birch Hills County;
 - b. maintained for public use and movement of marketable goods and provision of services;
 - c. to be used in a manner which minimizes and prevents damage; and
 - d. may be used for intensive, extensive or heavy hauling, subject to conditions of this Policy.
2. The Chief Administrative Officer or Designate shall:
 - a. ensure Road Use Agreements are in place for intensive, extensive and heavy hauling with the Company which moves its products or equipment, or for which the products or equipment are being moved, and/or an owner of a resource that is being moved, pursuant to this Policy;
 - b. ensure that if a Company is in default of the Road Use Agreement, the Agreement is either suspended or terminated or other corrective actions are pursued;
 - c. ensure the Company’s Haul Route(s) Plan included within the Road Use Agreements are inspected before, during and after the haul and the inspections



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are recorded (Schedule 1, Road Use Agreement, Section "C" Birch Hills Inspection Report);

- d. ensure all haul roads approved within the Road Use Agreement continue to be included in the regular County Road Maintenance Program;
- e. ensure County Road Bans are maintained and enforced;
- f. request a Security Deposit from a Company with an unsatisfactory performance with our Road Use Agreement;
- g. ensure permits are in place for heavy hauling on County roads; and
- h. consider the following when establishing a Road Use Agreement:
 - i. haul route – total distance;
 - ii. road bans (Schedule 1, Road Use Agreement, Section "B" Restrictions and Relaxations Notice to be used if any restrictions or relaxations are granted by the County)
 - iii. type of vehicles, weight/size of haul;
 - iv. road classification;
 - v. road conditions including evidence of frost;
 - vi. residential properties along Haul Route;
 - vii. weather conditions;
 - viii. type and amount of product or equipment being hauled;
 - ix. extensive hauling over extended periods of time;
 - x. intensive hauling of significant nature such as high frequency of hauling, excessive weight and over-dimensional transporting; and
 - xi. the Company's previous record with the Road Use Agreements compliance.; and
- i. cost share road repairs and re-gravelling with Companies that have commercial properties within Birch Hills County and have a current Road Use Agreement.

3. The Company shall:

- a. obtain Road Use Agreements with the County, when required as per this Policy;
- b. provide a Security Deposit when required in a form of an irrevocable letter of credit or certified cheque with the security information recorded (Schedule 1, Road Use Agreement, Section "B" Restrictions and Relaxations Form);



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- c. obtain any required permits, including heavy haul permits and comply with requirements of the Province of Alberta Commercial Vehicle Dimensions and Weight Regulations while utilizing any Roads;
- d. adhere to any Road Bans and /or Road Ban exemptions issued by the County;
- e. confirm that the subject Haul Roads have been visited and be familiar with the site conditions;
- f. initiate pre and post-haul inspections;
- g. provide a minimum of 2 business days' notice to the County prior to the haul commencing;
- h. ensure that all its employees/ representatives and/or its Designated Contractor(s) follow the conditions of the Road Use Agreement;
- i. comply with all terms and conditions of the Road Use Agreement; and
- j. be responsible for all road repairs and maintenance, in accordance with Road Maintenance Use Agreements and with the County's engineering and road standards as directed by the authorized Birch Hills County representative.

Attachments:

Schedule 1 – Road Use Agreement

REEVE

C.A.O

Adopted by Council:	February 13, 2020	RC20-
Updated:		



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Schedule 1

Road Use Agreement

Between

Birch Hills County
4601 50 Street
Wanham, Alberta
T0H 3P0

(herein referred to as the County)

AND

Company Name
Address
Address
Postal Code

(herein referred to as the Company)

Expiry Date of the Road Use Agreement is on _____.

1. Purpose of Agreement:

While the County has overall responsibility for the roads within its jurisdiction, the County will work in partnership with the Company requiring use of the County's road(s) for movement of its goods and equipment, and therefore this Agreement is to address the Company's responsibility of Road repairs and maintenance under which the two parties agree:

- a. That in the event there is damage from the use of Roads within the Haul Route for the purpose of hauling or moving of goods, equipment, materials, the Company responsible for damage will be held responsible for repairs; and
- b. The Company will provide dust control within residential communities/areas;
- c. Establishing a routing for the movement of heavy vehicles and equipment for the following purposes:
 - i. Extensive Hauling;
 - ii. Intensive Hauling;
 - iii. Hauling during County road bans;
 - iv. Heavy Hauling as it relates to Road Use Permit system;

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



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2. Definitions

- a. "Business Days" means Monday to Friday, during normal business hours, excluding statutory holidays;
- b. "Chief Administrative Officer or Designate" means the County's CAO or a County representative(s) appointed by Chief Administrative Officer with the authority in approving and enforcing Road Use Agreements;
- c. "County" mean Birch Hills County;
- d. "County Road Maintenance Program" is the activities performed by the Birch Hills County on the maintenance of all municipal roads and road right of ways;
- e. "Designated Contractor" means the entity hired by the Company as a sub-contractor to perform work on behalf to the Company;
- f. "Haul Road" is any municipal road included within the approved Company's Haul Route plan as specified in the Maintenance Agreement;
- g. "Hauling" shall mean:
 - i. intensive - a frequent truck hauling activity that exceeds ten (10) trips per day;
 - ii. extensive - a truck hauling activity by a Company that exceeds ten (10) trips per day and extends beyond a 6 month period;
 - iii. heavy - an overweight and/or over-dimensional truck hauling activity and typically requires a Provincial Government Permit;
 - iv. normal - means a truck hauling activity less than 10 trips per day;
- h. "Company" means the Primary Company of this agreement;
- i. "Road" means any street, road or highway under the management and control of Birch Hills County used as a public roadway including bridges and culverts incidental to the road;
- j. "Road Ban" means restrictions placed on County Roads restricting axle weights to protect the structural integrity of the County's Road system for limited time periods during certain seasonal conditions when Roads are subject to damage;
- k. "Road Use Agreement" means this agreement between the Birch Hills County and a Company;
- l. "Security Deposit" is a measure of security for the County to cover expenses for damages caused by the Company as it relates to the Maintenance Agreement terms.



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3. Terms & Conditions:

In consideration of the operating rights and privileges herein granted the Company covenants and agrees with the County as follows:

- a. Provide a minimum of 2 business days' notice to the County prior to the haul commencing;
- b. Where a Haul Road is defined as any County Road included within the Company's approved Haul Route plan. The Company will maintain the portions of Roads to allow access for all public traffic including commercial, passenger, and recreational vehicles to acceptable County standards by:
 - i. requesting and attending inspections of the Road(s) prior to hauling, at the completion of the Haul, and at other times requested by the County. The costs for inspections will be paid for by the company at the current rates set in the County's Master Rate Bylaw. The Inspections will be documented by the County completing the Inspection Report - in Section "C";
 - ii. maintaining dust control, as required, in front of all residences alongside the Haul Route;
 - iii. Providing a grader on a Haul Road as required by the County for Haul Road maintenance, which may include, but is not limited to, snow plowing, ice blading, grading and shoulder/slope reshaping;
 - iv. Not allowing any loading or storing of vehicles, trucks or equipment within the Road right-of-way of the designated Haul Route, without County approval;
 - v. All trucks will adhere to loads not over 100% legal weight or other posted weight restrictions, unless otherwise detailed on the Restriction and Relaxations Notice Form in Section "B";
 - vi. All regulatory sign installations, repairs, and maintenance must be approved by the CAO. Any informational type signs to be installed on Road right-of-way and/or private property will require the approval of the Development Officer;
 - vii. The Company may be required to supply a security deposit. The requirement of the Security Deposit will be at the discretion of the CAO and be based on the past performance and proposed use of the road;
 - viii. Repairing any Roads, signs, ditches, barricades, guard rails, culverts, bridge structure damages identified through Road inspections, will be required to be completed within 5 working days.



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Identified safety issues must be addressed within 3 hours unless otherwise agreed upon;

- c. Upon the completion of haul(s), the Company will leave the Haul Road's in the same or better condition than when haul was commenced. Failure to do so will result in the County completing the necessary repair/restoration work and invoicing the Company for all costs associated with the repair/restoration work;
- d. The Company, its employees, agents and Designated Contractor will operate all vehicles on the Roads per Provincial Acts and Regulations applicable to public highways. Carriers must hold valid permits for over-weight and over dimensional vehicles.
- e. The Company will indemnify and hold harmless the County, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly.

4. Duration:

The County hereby grants permission to the Company to use the Roads as described under the Haul Route Plan in "Section "A" for the period commencing _____ to _____.

5. County Covenant:

In consideration of the Company performing the terms and conditions contained herein, the County covenants and agrees with the Company as follows:

- a. The County will allow the Company, its employees, agents or Designated Contractors to use the Roads according to the terms and conditions set out in this agreement hereto.
- b. The County will respond to written notices within two business days.
- c. The County will indemnify and save harmless the Company, its directors, officers, agents and servants or any one or more of them, of and from all actions, causes of action, pleadings, claims, demands, losses, costs, damages, personal injury or death, expenses or charges, which may at any time occur to any person or to the property of any person traveling or otherwise using the Road's, or which may be brought or made against the Company, its directors, officers, agents or servants, where the Company's performance is pursuant to this agreement and where the Company is not in contravention of its obligations under the terms of this agreement.



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- d. The County will cost share road repairs and re-gravelling with Companies that have commercial properties within Birch Hills County and have a current Road Use Agreement.

6. The parties hereto mutually agree as follows:

- a. The Haul Route Road's remain a public roadway available for public use;
- b. Special consideration and care should be taken by the truck drivers when hauling during the hours that school buses are travelling on County Roads;
- c. The Company will stop hauling during inclement weather or poor visibility conditions;
- d. If a Security is held, the County may draw upon all or part of any Security required by this Agreement to complete repairs and to recover all costs (including legal) incurred by the County in the event of any one of the following:
- i. The Company fails to complete required repairs within 5 Business Days of being notified by the County;
 - ii. the damage attributable to the Company has been rectified by the County in accordance with the provisions of this Agreement and the Company has failed to pay the costs of such rectification within 15 Business Days after receipt of an invoice for the work from the County;
 - iii. Emergency repair work has been completed by the County to rectify damage attributable to the Company in accordance with the provisions of this Agreement and the Company has failed to pay the cost of such emergency repairs within 15 Business Days after receipt of an invoice for the work from the County;
- e. haul roads approved within this agreement will receive regular maintenance by the County at a rate equal to ones of the same classification:

7. Notices:

Any notice, demand or other document required or permitted to be given under the terms of this Agreement will be sufficiently given to the party to whom it is addressed if delivered or forwarded by registered mail to the County:

Attention: CAO
Birch Hills County
4601 50 Street,
Wanham, AB T0H 3P0



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And to the Company address within agreement:

Attention _____

Phone Number: _____

8. Execution of Agreement

This agreement will ensure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

The preamble paragraphs are hereby incorporated as an integral part of this agreement.

The County hereby grants to the Company operating rights and privileges hereinafter described relating to the Company's operations on the Road(s). The Company agrees to use the Road(s) at its own risk

For: Birch Hills County

DATE

For: Company Name

DATE



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SECTION "B"

RESTRICTIONS AND RELAXATIONS NOTICE

This Notice when completed, forms part of the Road Use Agreement executed by

County: Birch Hills County

Company Name: _____

Limitation Details

Details of prohibitions, limitations, conditions or restrictions such as however not limited to the following examples: Road Ban restrictions, Bridge structure limits, speed zones, residential zones requirement of dust controlling measures, maximum speed limitations, temporary detour routes established by the County: construction site restriction:

Relaxation Details

Details that reflect if and any relaxations required on any prohibitions, limitations, conditions or restrictions deemed acceptable by the Director of Public Works, are to be described within this section"

Security Required

Pursuant to this policy, amount and type of security to be listed within this section of the Agreement: Security will be as follows: _____

Contacts

Designated Contractor name: _____ Phone: _____

Cell: _____ Fax: _____ Email: _____

SIGNATURES

ACCEPTED AND AGREED TO this _____ day of _____, 20____

Company: _____

Company name contact: _____ Signed: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

ACCEPTED AND APPROVED this _____ day of _____, 20____

Signed: _____

Authorized County Representative



POLICY

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SECTION "C" BIRCH HILLS INSPECTION REPORT

(NOTE: If the Company elects not to participate in an Inspection, this form, once signed by the authorized representative of the Municipality, will be considered a valid "Inspection Form" for the purposes of this Agreement.)

Date of Inspection: _____

Security: In Place: _____ Required: _____ Amount: \$ _____

Inspection: Pre: _____ Post: _____ Interim: _____ Number: _____

Roads Bans: Yes _____ No _____ % Axle _____

Weather (At the time of Inspection): _____

Current Local Conditions; (i.e. Wet/Frozen) _____

Inspection Details

1. Road(s) to be used: _____

2. Roads surface type: _____

	Good	Bad	NA	Location/Comments
3. Surface conditions	_____	_____	_____	_____

4. Signs _____

5. Culverts _____

6. Approaches _____

7. Dust control Not required _____ Required _____ Type _____

8. Other requirements: (ie grading, gravel, signage, time restrictions)

9. Remedial work if required (If Interim or Post):

Comments

Company representative:

County representative:

Company representative name _____

County representative name _____

Copy provided to Company via email Yes _____ No _____