

	Council Policy		
	Classification Protective Services		Policy No. PS 5.1
	Policy Title Road Use Agreement		
	Approved By: Council	Effective Date: April 12, 2017	Revisions:

Purpose

To define the terms and conditions under which the parties that enter into a Road Use Agreement must agree to.

The Road Use Agreement is intended to engage both the County and the Company in an effort to avoid damage to Roads and Appurtenances. The parties acknowledge that this agreement is entered to address these matters and to protect the Roads and Appurtenances from damage.

Definitions

Appurtenance: A sidewalk, ditch or any type of wall, fence, guardrail, curb, pavement marking, traffic control device, illumination device, mailbox or barrier adjacent to or in, along or on a road, or any construction, obstruction, erection or any situation, arrangement or disposition of any earth, rock, tree or other material or thing adjacent to or in, along or on a road that is not on the traveled portion of the road.

Company: Designated Contractor or landowner, if acting as a Contractor.

Dust Reduction: means to reduce the appearance of dust caused by vehicle or machinery traffic on an unpaved road. The methods of dust reduction that are used by the County of Stettler are outlined in Public Works Policy 2.2 - Gravel Road Dust Reduction and do change from time to time.

Haul Route: Those Roads identified in the agreement as the Roads to be used by the Company to move/haul goods, equipment and materials.

Major Haul: 5 or more loaded trips or 10 or more unloaded trips, under the control of the Company, in a 24 hour period.

Pre-Inspection: Haul Routes will be inspected prior to the haul or rig move commencing.

Post-Inspection: Haul Routes will be inspected after the haul or rig move out has been completed.

Road: A road under the direction, control and management of the County, including:

- a. A developed road on which improvements such as grading or surfacing have been made for the purpose of public access and includes any Appurtenances, and includes a bridge forming part of a public road and any structure incidental to a public road;
- b. An undeveloped surveyed road allowance or road plan.

Trip: A singular movement from Point A to point B passed a particular location on the road.

General Guidelines

1. As a condition of permit approval for activities such as development or overweight truck moves, the County of Stettler may require the applicant to sign and adhere to a Road Use Agreement.
2. All trip designated as a major haul, require the applicant to sign and adhere to a Road Use Agreement.

Term

3. Agreements are in effect from the date of signing and are in effect until the termination date outlined in each contract.
4. The agreement may be terminated by either party upon thirty (30) days written notice being given to the other party.
5. Notwithstanding the termination of this agreement the provisions respecting liability and indemnification, to the extent of liabilities may have accrued prior to the termination, and provisions respecting settlement of accounts shall remain in full force in accordance with their terms.

Security, Maintenance and Enforcement

6. County staff shall monitor roads used for major hauls and excessive damage repair costs will be charged to the permit holder. In instances where major road damage is inevitable, or where collection for damages may be difficult, the Director of Protective Services or designate is authorized to take securities in the form of irrevocable letters of credit. Said securities will be used by the County to repair damages when a permit holder does not repair or maintain roads as required by the Director of Public Works or his designate.
7. If deemed necessary as per Section (6) of this policy, the unconditional and irrevocable blanket letter of credit will be in the amount determined by the Director

of Protective Services or designate and cannot expire for the duration of the Road Use Agreement.

8. If Required by the County and to the satisfaction of the County, the Company shall provide, at its sole expense, all equipment, materials and labour required to maintain the road surface in the same condition it was immediately prior to the use of the road.
9. The Company shall be liable at all times for the repair, to reasonable satisfaction of the County, of any damage to the Roads caused by the Company's use. Any repairs undertaken shall restore the road surface to the same condition it was in at the time immediately prior to use of the Road. The Company shall, providing that the weather and weather-related conditions permit, complete these repairs within a reasonable time of being notified by the County of the need for such repairs.
10. The Director of Protective Services is authorized to ban roads on a temporary basis and to take any appropriate enforcement action necessary to implement this policy and protect County and public interests during major truck hauls.
11. In the event that the Company fails to complete the repairs required by the County, the County may draw upon the security to complete the repairs. In the event that the security is not sufficient to cover the cost of repairs, or if no security was posted, the Company shall be liable to the County for all reasonable costs (including legal cost of solicitor and own client base) incurred by the County in preparing the roads to the same condition they were in time immediately prior to use of the Road.

Notification and Inspection

12. All Major Hauls, if identified in the Road Use Agreement, require that 48 hours notification be given to the County of Stettler and the completion of a pre and post road inspection.
13. The County or the Company, may at any time during the term of this Agreement, request that an inspection of the Roads be carried out.

Restrictions and Relaxations

14. If following the pre-inspection, the County determines that it is necessary to impose restrictions on the Company, the County shall provide the Company with a notice in writing. The County shall set out the specifics of the restrictions imposed on the Company and the details of any relaxations it is prepared to grant to those restrictions and the conditions under which such relaxations will be granted.
15. The County reserves the right to determine the hours during which vehicles and equipment may be moved on the Roads covered by this Agreement, and may temporarily suspend approvals under this Agreement if, in the opinion of the County, acting reasonably, the prevailing weather conditions, or emergencies warrant such suspension.

Related Documents

General Traffic Bylaw

Policy Authorization

Effective Date	Type of Review	Authorization	Resolution Number
April 12, 2017	Revision	Council	111.04.12.17
November 13, 2018	Revision	Council	486.11.13.18