

SMOKY LAKE COUNTY



Title: Haul Road Agreement		Policy No.: 14-10
Section: 03	Code: P-A	Page No.: 1 of 9

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Legislation Reference:	Municipal Government Act
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Purpose:	To establish a method of protecting municipally controlled roads to facilitate a reasonable and effective maintenance of roads used for heavy hauling subject to the control and management of Smoky Lake County.
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Policy Statement and Guidelines:
<p>1. STATEMENT:</p> <p>Haul Road Agreement: provides the ability to given permission to use roads for a major hauling activity; and outlines conditions for such use(s).</p> <p>2. DEFINITIONS:</p> <p>Haul Road: A road that is, from time to time, so designated by the County for a specific hauling activity.</p> <p>Major Hauling Activity: Is defined as heavy and multiple loads carried out over a relatively long period of time, which may, at the discretion of the County, be subject to a Haul Road Agreement as provided for in this policy.</p> <p>Minor Hauling Activity: Is defined as any hauling which, at the discretion of the County, is of such nature as to not conform to the definition of a Major Haul Activity. Examples would include non-aggregate hauling or aggregate hauling to a maximum equivalent of five (5) trailer loads per day with each load not exceeding 30 tonnes and the maximum total haul volume not exceeding 500 mT per project.</p> <p>3. GUIDELINES:</p> <p>3.1 Individuals/companies using a designated haul road for Major Hauling Activity are required to enter into a Haul Road Agreement (Schedule "A").</p> <p>3.2 Companies/individuals hauling aggregate and who are subject to a Haul Road Agreement (Schedule "A") shall also be required to submit an Aggregate Haul Report (Schedule "B") to the County.</p>

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Policy Statement and Guidelines:	
3.3	Hauling activity deemed by the County to be Minor shall be subject, only to the Permission and Provision Form for Minor Hauls (Schedule “C”) .
3.4	Companies/Individuals requesting to use an alternate return route other than the designated haul route shall be required to submit a Empty Truck Route (Schedule “D”) to the County.
3.4.1	The Schedule “D”: Empty Truck Route shall require the approval of County Council, prior to execution.
3.5	Haul road status for any section of municipal road shall be designated by the Public Works Manager/Industry Liaison Officer/Public Works Foreman.

	Date	Resolution Number
Approved	April 15, 2004	# 414 - Page # 7735
Amended	March 29, 2007	# 284-07 - Page # 8317
Amended	August 16, 2007	# 548-07 - Page # 8428
Amended	September 25, 2008	# 682-08 - Page # 8736
Amended	September 17, 2009	# 792-09 - Page # 9096
Amended	May 26, 2011	# 554-11 - Page # 9728
Amended	May 23, 2013	# 665-13 - Page #10622
Amended	June 26, 2013	# 758-13 - Page # 10685
Amended	May 7, 2014	# 542-14 - Page # 11245
Amended	March 26, 2015	# 510-15 - Page # 11724



Schedule "A"
HAUL ROAD AGREEMENT

This Agreement made this _____ day of _____, 20____;

B E T W E E N:

SMOKY LAKE COUNTY
a Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Phone: () _____ or () _____
(hereinafter referred to as the "Company")

OF THE SECOND PART

WHEREAS, the County has jurisdiction over all local roadways within the Smoky Lake County and;

AND WHEREAS, the County is committed to maintaining every road subject to its control and management in a reasonable state of repair, having regard for the character of each road and the area of the municipality in which it is located.

AND WHEREAS the Company wishes to use a designated haul road for the purpose of a _____ haul.
Activity

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

- 1. LOCATION:
1.1 Designated haul road/route: _____
1.2 Any departure from the designated haul road route requires County approval in writing.

2. CONDITIONS FOR PERMISSION:

The Conditions for granting permission to use the haul road are as follows:

- 2.1 The County is to be notified when the project is started and completed.
- 2.2 Parties hauling aggregate, sand or gravel shall complete:
 - Aggregate Haul Report (*Schedule "B"*).
 - Provide the County with a copy of any and all reporting / documentation on Hauled Quantities such as required by Provincial or Federal Government, i.e., to ESRD (Environment and Sustainable Resource Development), on all volumes hauled, to the satisfaction of the County.

Please specify: _____
 - Permission and Provision Form for Minor Hauls (*Schedule "C"*).
- 2.3 Smoky Lake County shall be notified prior to the start of any hauling activity.
- 2.4 The term of this Agreement is for **one year** from the date executed.
- 2.5 The County will advise the Company of any weight restrictions or other road restrictions/bans and these shall be adhered to by the Company in accordance with **Bylaw No. 1225-11: Road Ban/Restriction.**
 - 2.5.1 The cost of meeting the following conditions will be the responsibility of the Company, or as otherwise determined by the County.
 - 2.5.2 No hauling during or after any rain or snow that noticeably softens the road.
 - 2.5.3 Dust control is to be maintained at all times, as indicated (*by check marks*).
 - water treatment on the haul road, where no oil treatment applied.
 - calcium and water will be required if dust cannot be controlled with only water, at County discretion.
 - Vegetable or Petroleum Based Product Road Dust Suppressant (RDS). The Company is responsible to provide the Material Safety Data Sheet (MSDS) for any products applied to roads.
 - N/A or other: _____.
 - 2.5.4 All road maintenance, other than the dust control method, *as per Section 2.5.3*, shall be the responsibility of the County and be conducted at the sole discretion of the County.

2.6 The Company will comply to the following noise control measures:

_____.

2.7 Other conditions:

2.7.1 The Haul Road Agreement must be reviewed on an annual basis.

2.7.2 The Company will be required to provide the County with Quarterly Reports and payment as follows:

<u>Hauling Period</u>	<u>Reports and Payment due to Smoky Lake County</u>
January – March	not later than April 30 th
April – June	not later than July 31 st
July – September	not later than October 31 st
October – December	not later than January 31 st

2.7.3 Other: _____
_____.

3. FINANCIAL:

3.1 All costs of compliance with the condition for permission are to be borne by the Company.

3.2 The Company will be required to submit a **HAUL ROAD LEVY in the amount of 85 cents per tonne** for any and all aggregate materials hauled. The Haul Road Levy will be non-negotiable with the County.

3.2 The Company shall provide **SECURITY** in the amount of **NOT LESS THAN \$15,000.00:**

- The Agreement must be accompanied by a certified cheque, made payable to Smoky Lake County for the specified amount.
- The County shall refund the Security amount to the Company, upon receipt of all Quarterly Reports and payments and at the expiration date of the Agreement. The Security amount may continue to be held by the County at the request of the Company, if a new agreement is signed for an ensuing year.

3.4 No levy may be imposed on shipments of sand or gravel that are subject to another tax, levy or payment that is established by and payable to a municipality in accordance with **Bylaw 1142-06: Community Aggregate Payment Levy**.

4. NON-COMPLIANCE

4.1 The County may inspect the designated haul road/route at any time during the term of this agreement.

4.2 The County will stop the project, if the County, in its sole discretion, judges that the conditions of conditions of permission are not being satisfactorily fulfilled.

5. HOLD HARMLESS:

5.1 The Company shall indemnify and save harmless the County, its Councillors, directors, officers, employees agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individual including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Company or any negligent act or omission of the Company, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

5.2 In consideration of the permission hereby granted to it by the County, the Company covenants and agrees to arrange for and to pay for and discharge, any and all damages which may result to bridges or other property during such activity and any expenses or out-of-pocket disbursements which may be incurred by the County in connection therewith whether they be for inspection, escort, supervision, repair, maintenance, or whatsoever; and shall indemnify and save harmless the County.

The Undersigned (referred to as the “Company”, having carefully read the Haul Road Agreement and supporting Schedules and hereby agrees to execute.

IN WITNESS WHEREOF, the said parties hereto have affixed their corporate seals under the hands of proper officers on their behalf, the day and year first above written.

Company Name

Signature of Company Representative

Print Name

SMOKY LAKE COUNTY


Industry Liaison Officer

Phone: (780) 656-3730

Fax: (780) 656-3768

Cell: (780) 650-5100

SCHEDULE "B"

		AGGREGATE HAUL REPORT	Reporting Period: <input type="checkbox"/> January - March <input type="checkbox"/> April - June <input type="checkbox"/> July - September <input type="checkbox"/> October - December
Name of Operator: _____			
ADDRESS _____		TELEPHONE NUMBER: _____	
		FAX NUMBER: _____	
E-MAIL ADDRESS: _____			
Name of Pit/Property Owner: _____			
ADDRESS _____		TELEPHONE NUMBER: _____	
		FAX NUMBER: _____	
E-MAIL ADDRESS: _____			
Name and Destination of Receiving Party/Parties: _____			
ADDRESS of DESTINATION _____		TELEPHONE NUMBER: _____	
		FAX NUMBER: _____	
E-MAIL ADDRESS: _____			
PROPOSED: TOTAL AGGREGATED (Tonnes) TO BE HAULED: _____		ACTUAL: TOTAL AGGREGATED (Tonnes) HAULED: _____	
		<input type="checkbox"/> Copy of any and all reporting / documentation attached for verification of tonnes hauled.	
START DATE		END DATE	
DATED THIS _____ DAY OF _____, 20____.		DATED THIS _____ DAY OF _____, 20____.	
SIGNATURE OF OPERATOR/COMPANY REPRESENTATIVE: _____		SIGNATURE OF OPERATOR/COMPANY REPRESENTATIVE: _____	
PUBLIC WORKS: _____		PUBLIC WORKS: _____	

Schedule "C"



PERMISSION AND PROVISION FORM FOR MINOR HAULS

Date and Time of Call:

Company Name:

TELEPHONE NUMBER: _____

FAX NUMBER: _____

Approximate Loads:

Designated Route:

Date of Move:

Time of Move:

Notes/ Special Provisions:

DATED THIS _____ DAY OF _____, 20____.

Approved By:



EMPTY TRUCK ROUTE (if different than loaded route)

1. The designated empty truck route will be inspected jointly where possible, prior to commencing the haul, to document the starting condition of the following road(s):

2. All costs of compliance with the condition for permission are to be borne by the Company.

- 2.1 Deposit with the County an original signed irrevocable letter of credit or certified cheque in the amount, as indicated below, or as determined, from time to time, by Council, prior to the project and to be held by the County up to thirty (30) days following the Company notifying the County in writing of the completion of the project.

<u>Gravel Road:</u>			
AMOUNT:	MILES = _____	X \$ 2,500.00	= TOTAL \$ _____
<u>Oiled Road:</u>			
AMOUNT:	MILES = _____	X \$15,000.00	= TOTAL \$ _____
<u>MG or Similar Road Stabilized Material:</u>			
AMOUNT:	MILES = _____	X \$ 7,500.00	= TOTAL \$ _____

(Suggested wording for the irrevocable Letter of Credit should include: The “Bank Branch” under this Letter of Credit if presented with any form of written demand from Smoky Lake County shall honour without inquiring whether the County has a right as between the County and “Company Name” to make such demand and without acknowledging any claim of the “Company Name”.)

The funds will be drawn if the conditions within this agreement are not met.

NOTE: Funds not used will be refunded.

NOTE: The funds required by this schedule are in addition to any other fees, levies or security required by other provisions of this policy

The County has the sole and unfettered right to cancel the Haul Road Agreement if the status of the haul road changes. The Haul Road Agreement and security deposit may then be re-established to reflect any changes.

3. Road must be maintained in a safe and passable condition for all users at all times.
 - 3.1 Upon completion of the haul, the road is to be left in the same condition as inspected before the haul. The Company shall repair (or compensate the County for) damages to the road surface along the designated empty truck route(s) at the request of and to the satisfaction of the County.
 - 3.2 If there are multiple users, the cost for repair will be shared proportionately by each hauler according to a daily trip count. The Company shall maintain a daily trip count to be provided to the County at the end of the haul/project or as requested by the County.

DATED THIS _____ DAY OF _____, 20____.

Approved By:

County

Company