

COUNTY OF ST. PAUL #19

Policy Number

PW-92

Title

**Road Protection /
Maintenance
Agreement**

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Date Approved

Objective:

To establish a policy whereby firms and vehicle owners who wish to use roads within the County of St. Paul No. 19 engage in extended hauls or to haul overweight or over-dimensional loads may do so with a minimum amount of regulation (including road bans), while ensuring that a minimum amount of damage is caused to County roads.

Policy Statement and Guidelines:

The County of St. Paul No. 19 recognizes that from time to time, the use of local road infrastructure may fall outside what can be considered as normal wear and tear. Consequently, and to ensure and enable the continued movement of products in and out of the County of St. Paul No. 19, while preserving the integrity of the infrastructure, Council has established Road Protection/Maintenance Agreements.

The primary intent of Road Protection/Maintenance Agreements is to provide the signing parties with an efficient and practical process by which heavy haulers compensate the municipality for any additional road protection and maintenance resulting from their concentrated haul. Road Protection/Maintenance agreements are intended to cover only the incremental cost that occurs over and above regular protection and maintenance costs caused by the increased pressures of heavy and frequent hauls.

The County of St. Paul values and recognizes the contribution of the agricultural sector to regional growth and vitality. The intent of this policy is respond to the use of local road infrastructure that falls outside normal wear and tear. Thus, the County wishes to proceed working cooperatively with agriculturists to limit regulation whenever possible. Generally, agriculturists will not be required to enter into Road Protection/Maintenance Agreements. However, the Superintendent of Public Works retains the authority to determine if individual hauling acts are causing damage to public roads that warrants compensation.

The County of St. Paul No. 19 aims to enter into Road Protection/Maintenance Agreements with all operators engaging in industrial activity including the hauling of gravel, sand or dirt.

For the purposes of this Agreement, Heavy Hauler will refer to individual or companies that meets any one of the following criteria:

- a) Uses Tridem Axle Vehicles
- b) Hauls Overweight or Over-dimensional Loads as determined by the County of St. Paul No. 19
- c) Uses Designated County Haul Roads and all other Registered Roads in the County
- d) Signs and thus, Agrees to Execute a Road Protection/Maintenance Agreement

Guidelines:

- 1) The requirement for Road Protection/Maintenance Agreements including the terms and conditions contained therein shall be at the discretion of the County of St. Paul No. 19.
- 2) As a condition of a Road Protection/Maintenance Agreement, security in the form of an irrevocable letter of credit, certified cheque, or cash may be required. Normally the requirement will be waived. In the event that a Hauler damages the road and does not immediately arrange for and start repairs, the Hauler may be required to provide a security deposit on future hauls. The need for a security deposit shall be at the discretion of the Superintendent of Public Works.
- 3) The terms and conditions of the Road Protection/Maintenance Agreements shall take into consideration factors such as weather, road conditions, types of product, equipment being hauled, and any other pertinent factors.
- 4) All haul routes to be utilized must be approved by the County of St. Paul prior to being used by industrial or commercial road users.
- 5) Road Protection/Maintenance Agreements, when required, must be with the primary company, not the trucking company if the trucking company is different from the primary company.
- 6) Staff from the County of St. Paul No. 19 will inspect roads included in a haul route to ensure that road conditions are maintained at an acceptable standard.
- 7) Any hauler in violation of the terms of the Road Protection/Maintenance Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of their Road Protection/Maintenance Agreement to the satisfaction of the County of St. Paul No. 19.
- 8) All haulers shall abide by the speed limits set by the County when the approval to haul is issued or when conditions so dictate. Failure to abide by the lowered speed limits may result in suspension of the Road Protection/Maintenance Agreement until such time as the issue is resolved.
- 9) The Hauler is responsible for obtaining any applicable permits or authorizations from Alberta Transportation.
- 10) The Hauler shall not use tire chains on any paved or oiled roadways at any time.
- 11) The Hauler shall not perform any work outside of normal hauling activities or while their units are on any road. As well, they shall not park, or operate, any vehicles on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
- 12) The Hauler may be held responsible for any additional maintenance, protection and ice control on County roadways which may be required over and above that normally provided by the County.

- 13) Conditions of the haul may include, but are not limited to speed, time of haul, axle loading, suspension of haul when road damage is evident, provision of traffic control persons and accommodation of road users.
- 14) The Hauler agrees to cease hauling during inclement weather conditions, including excessive rain, or at the request of the County of St. Paul No. 19.
- 15) The Hauler shall, upon direction from the County of St. Paul, provide dust control at any residence along the designated haul route being used for the duration of the project.
- 16) The Hauler agrees to leave the road in a safe condition at all times.
- 17) The Hauler agrees not to block County roads under any circumstances. Through traffic must be maintained at all times.
- 18) The Hauler agrees to indemnify and save harmless the County of St. Paul No. 19 from and against all loss, costs, charges, damages and expenses which the County of St. Paul No. 19 may suffer or sustain as a result of the operations of the Hauler on County roads or on leases accessing these County roads, excepting any loss, costs, charges, damages and expenses, caused by the willful misconduct or negligence of the County.
- 19) The Hauler shall provide the County of St. Paul No. 19 with proof of adequate insurance coverage and be in compliance with all procedures of the County of St. Paul No. 19.
- 20) When this policy requires the County of St. Paul No. 19 to exercise discretion or take some action, the authority to do so is delegated to the Superintendent of Public Works or his delegate.
- 21) The Hauler shall provide a contact name and telephone number in the event that the County has any issues or inquiries regarding the project.
- 22) The Hauler shall inspect the road ways prior to use. Any defects shall be reports to the Superintendent of Public Works for the County of St. Paul No. 19 or his designate.
- 23) The Hauler agrees to pay for any repairs to road damage caused by their operations; over and above normal wear and tear. Should damage be caused to the roads, the Hauler shall cease operations immediately and notify the County.
- 24) The Council of the County of St. Paul No. 19 authorizes the Superintendent of Public Works or his designate to act as signatory on all Road Protection/Maintenance Agreements on behalf of the County of St. Paul No. 19.

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Approved by Council	
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