

Mackenzie County

Title	Road Protection	Policy No:	PW010
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Legislation Reference	Municipal Government Act Section 18
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Purpose

To establish a Policy where firms and vehicle owners of large trucks/vehicles who wish to use Mackenzie County roads for an Intensive haul(s) may do so while ensuring that the user is responsible for road repairs and additional maintenance costs.

Policy Statement

1. The CAO or designate, with the support of Council, has the full power and authority to implement road bans and restrictions pursuant to the Federal and Provincial guidelines for the purpose of protecting County owned assets.
2. Road Protection Agreements will be created to allow firms and vehicle owners of large trucks/vehicles, with the exemption of agriculture equipment to use Mackenzie County roads for Intensive hauls.
3. Haulers/companies are required to complete and submit a Road Protection Application for the County's review.
4. Administration shall review the request and prepare a Road Protection Agreement with conditions for the haulers/companies acceptance.

Definitions:

- a) Intensive haul(s) means the movement of products or equipment that may potentially cause excessive wear and tear on County roads.
- b) Road Use Application is an application which includes designated haul route, duration of haul, the amount of loads per day, axle weight maximum, and items being hauled.
- c) Road Protection Agreement is the agreement made by Mackenzie County with the Hauler/company. It defines the terms and conditions to enable the hauler to use haul route.
- d) Hauler, for the purposes of this agreement, is the agreement holder and shall be either the primary company or the hauling company.

Responsibilities

THE HAULER SHALL:

1. Complete a Road Protection Application a minimum 2 working days prior to commencement.
2. A Road Protection Agreement must be approved with Mackenzie County prior to hauling.
3. Abide by the conditions set out in the agreement which may include, but are not limited to duration of the haul, speed, time of haul, axle loading, special signing, traffic control persons and accommodation of other road users.
4. Be responsible for any additional maintenance and ice control on the haul route which may be required over and above that normally provided by the County.
5. Repair any road damage caused by the hauler; this may include regravelling of roads.
6. Not use tire chains on any paved or oiled roadways at any time, unless authorized by Mackenzie County.
7. Not park on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
8. Cease hauling during adverse weather conditions, including excessive rain, or at the request of Mackenzie County.
9. Be required to provide dust control (water truck, or chemical application) on the haul road for any effected residences along the designated haul route, and other areas on the haul route as requested.
10. Clean all debris and/or mud tracked onto the road.
11. Notify Mackenzie County immediately upon completion of the haul.
12. If roads bans are in place, Road Protection Agreements are null and void.

MACKENZIE COUNTY SHALL:

1. Review the road use application and prepare a Road Protection Agreement for applicant.
2. Inspect the haul road(s) prior to use to determine the condition of the road.
3. Inspect the haul route throughout the agreement date, to ensure that road conditions are kept at an acceptable standard and to ensure the hauler is following all other conditions in the agreement.
4. Provide regular scheduled maintenance of roads. Any additional maintenance due to the haul is to be provided by the hauler.
5. Inspect the haul road(s) within 2 working days after the haul has ceased.
6. Implement road bans to control haulers activities if necessary.

7. Post Road Bans and restrictions on the County website and on social media.

General Conditions:

1. Any Hauler in violation of the terms of the Road Protection Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of the Agreement to the satisfaction of Mackenzie County.
2. Hauler shall indemnify and save harmless Mackenzie County against any claims and/or proceedings from third parties as a result of approval being granted for the use of County roadways in Mackenzie County.

	Date	Resolution Number
Approved	2001-03-06	01-137
Amended	2007-12-11	07-12-1111
Amended	2015-07-29	15-07-507
Amended	2021-04-13	21-04-307