

Mackenzie County

Title	Road Protection Agreement Policy	Policy No:	PW010
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Legislation Reference	Municipal Government Act Section 5
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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. 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.
2. Haulers are required to complete and submit a Road Protection Application for the County's review.
3. Administration shall review the request and prepare a Road Protection Agreement with conditions for the haulers 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. Schedule "A".
- c) Road Protection Agreement is the agreement made by Mackenzie County with the Hauler. It defines the terms and conditions to enable the hauler to use haul route. Schedule "B".
- 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. Enter into a Road Protection Agreement 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. At the request from the Chief Administrative Officer of Mackenzie County provide a security deposit.

MACKENZIE COUNTY SHALL:

1. Complete the road use application.
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.

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		

Schedule B
MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT

A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. FAILURE TO PRODUCE THIS AGREEMENT FORTHWITH TO A PEACE OFFICER ON DEMAND RENDERS THE AGREEMENT NULL AND VOID. AGREEMENT IS NOT TRANSFERABLE.

Agreement No. RPA – _____ – _____ - _____

THIS AGREEMENT made this _____ day of _____ A.D. 201__.

Mackenzie County (Party of the First Part)

And-

(Party of the Second Part)

WHEREAS the Party of the Second Part desires to transport goods and materials over/on certain roads within the jurisdiction of Mackenzie County.

AND WHEREAS the Party of the First Part has agreed to such activity in consideration of, and subject to the terms and conditions hereinafter set forth:

1. Subject to the terms and conditions set out below, the Company may transport the shipment as set out in the term of this agreement.

2. The Hauler shall:

- a) Enter into a Road Protection Agreement with Mackenzie County prior to hauling.
- b) Abide by the following conditions: speed limit _____ km/h, time of haul _____, max weight _____ kg, special signing _____, traffic control persons required (y/n) _____.
- c) 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.
- d) Repair any road damage caused by the hauler; this may include regravelling of roads.
- e) Not use tire chains on any paved or oiled roadways at any time, unless authorized by Mackenzie County.
- f) Not park on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
- g) Cease hauling during adverse weather conditions, including excessive rain, or at the request of Mackenzie County.
- h) 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.
- i) Clean all debris and/or mud tracked onto the road.
- j) Notify Mackenzie County immediately upon completion of the haul.
- k) At the request from the Chief Administrative Officer of Mackenzie County provide a security deposit.

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Agreement No. RPA – _____ – _____ - _____

3. Mackenzie County shall:

- a) Inspect the haul road(s) prior to use to determine the condition of the road.
- b) 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.
- c) Provide regular scheduled maintenance of roads. Any additional maintenance due to the haul is to be provided by the hauler.
- d) Inspect the haul road(s) within 2 working days after the haul has ceased.
- e) Implement road bans to control haulers activities if necessary.

4. General Conditions:

- a) This agreement is non-transferable. The Party of the Second Part agrees to assume all damages resulting from the use of subcontractors.
- b) 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.
- c) 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.

5. Other Conditions: _____

6. This agreement shall cease and terminate on the _____ day of _____ A.D. _____ and thereafter no such activities may continue except as may be authorized under a new and further agreement between the parties

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Agreement No. RPA – _____ – _____ – _____

MACKENZIE COUNTY

PARTY OF THE SECOND PART

Per: _____
(Signature of Authorized Representative)

Per: _____
(Signature of Authorized Representative)

Print Name : _____

Print Name : _____

Office #: _____

Office #: _____

Fax #: _____

Fax #: _____

Cell #: _____

Cell #: _____

email: _____

email: _____

MACKENZIE COUNTY

PARTY OF THE SECOND PART

Field Contact Person:

Field Contact Person:

Office #: _____

Office #: _____

Cell #: _____

Cell #: _____

email: _____

email: _____

NOTE:

- (1) IT IS THE RESPONSIBILITY OF THE PARTY OF THE SECOND PARTY OF THE SECOND PART TO READ AND UNDERSTAND THIS AGREEMENT.
- (2) This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act and is being collected for the purpose of issuance of Road Protection Agreements for roads within the boundaries of Mackenzie County. Our Freedom of Information and Protection of Privacy Act Coordinator is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at 780-927-3718. This information may be used for any municipal purpose.