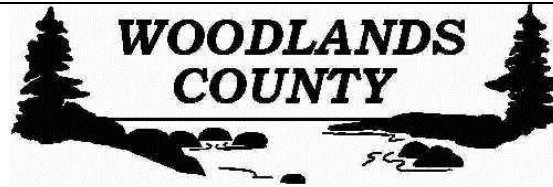


Title: Road Use
Policy No: 3219
Approval: County Council
Effective Date: January 11, 1995
Revision Date: March 6, 2012
Supersedes Policy No: Nil



Policy Statement: To develop guidelines and procedures for road use by individuals or companies having extensive or continuous haul projects.

1. All individuals or companies desiring to use County roadways for the purpose of hauling equipment, materials or logs within the County boundaries must obtain the prior approval of the Director of Infrastructure Services or his designate, and must enter into an annual Road Use Agreement with the County in the form attached hereto and forming a part thereof.
2. Applicants must complete the "Overload and Road Use Permit", in the form attached hereto as Appendix "A" (which once completed forms part of the annual Road Use Agreement) and return same to the Woodlands County Office for approval by the Director of Infrastructure Services or his designate, prior to any movement.
3. Upon completion of the haul, the Director of Infrastructure Services, or his designate, will hold an on-site inspection to ensure that the conditions, as outlined in the annual Road Use Agreement, have been adhered to.
4. Any requests which may be deemed unusual by the Director of Infrastructure Services shall be brought to Council for approval.

OVERLOAD & ROAD USE PERMIT

MOVE DATE: _____
(date and approximate start time)

HAULER: _____

REP: _____ Telephone: _____ Facsimile: _____
(Trucking Company doing the hauling and name of representative whom called in the move)

COMMODITY: _____

TOTAL LOADS: _____ PERMIT LOADS: _____ PROVINCIAL PERMIT #: _____

ORIGIN: _____

DESTINATION: _____

ROUTE: _____

RESTRICTIONS ON ROADS: BAN: ___ NO ___ YES, if YES % allowed ___ %

OR BRIDGES: BAN: ___ NO ___ YES, if YES wts. allowed _____

Axle Type/Wt. (kg) _____

Gross Wt. (kg) _____

___ Yes ADVISED _____ OF THE BAN CONDITIONS *(when & where bans are in effect)*
(Hauling Company's Rep.)

COMPANY REQUESTING MOVE: _____
(Shall be responsible for cost of road repairs, regravels and any extra maintenance associated with this move. On a Banned Road, map must be attached)

CONTACT NAME: _____ Telephone #: _____ Facsimile #: _____

SPECIAL CONDITIONS: _____

COUNTY AUTHORIZATION: _____

APPROVED BY: _____ WOODLANDS COUNTY REPRESENTATIVE: _____
Telephone: (780) 584-3866
Facsimile: (780) 584-3988

ROAD USE AGREEMENT

Between:

Woodlands County

- and -

«COMPANY_NAME»

**USE OF COUNTY
ROADS, STREETS, LANES, ALLEYS & BRIDGES**

**Woodlands County
Box # 60, #1 Woodlands Lane
Whitecourt AB T7S 1N3**

This Agreement made this _____ day of _____, 20__.

Between:

Woodlands County
1 Woodlands Lane
Box # 60
Whitecourt AB T7S 1N3
(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

«**COMPANY_NAME**»
«**ADDRESS**»
«**CITY**» «**PROVINCE**» «**POSTAL_CODE**»
(hereinafter referred to as "the Applicant")

OF THE SECOND PART

WHEREAS the County is responsible for the control and management of certain public roads, streets, lanes, alleys and bridges, (hereinafter referred to as "County Roadways") within Woodlands County;

AND WHEREAS the Applicant wishes to haul certain goods and materials on County Roadways;

AND WHEREAS the County is prepared to permit the Applicant to haul the goods and materials requested by the Applicant on County roadways subject to the terms and conditions contained herein;

NOW THEREFORE this agreement witnessed that in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. This Agreement shall be in effect for the term commencing _____
_____;
2. The Applicant or its' agent must complete the "Overload and Road Use Permit", in the form attached as "Appendix A". The completed "Overload and Road Use Permit" along with a map outlining the proposed route shall form a part of this Agreement.
3. The Applicant shall submit "Appendix A" at least 48 hours prior to commencing a haul. For the purpose of this Agreement, any traffic meeting any one of the following four criteria, shall be considered a "Haul" and shall require an "Overload and Road Use Permit":
 - a) a frequency of ten (10) trucks per day or more; and/or
 - b) during periods of when the roadway is, in the opinion of the County, saturated due to heavy rainfall or thawing conditions; and/or
 - c) during periods when road bans are in effect; and/or
 - d) any overweight or over dimensional loads.

4. The County retains the right to designate the route to be used should the proposed route be unsuitable.
5. The Applicant is responsible for adequate signage indicating the turning of trucks at all intersection points along the designated route.
6. The County may request the use of flag persons at all points of entry onto County Roadways.
7. The haul is subject to any road ban restrictions that may be implemented by the County. Approval under this Agreement does in no way constitute authority to haul overweight loads when roads bans are implemented.
8. The Applicant shall not fall, skid, pile, deck or load any logs or trees or park or off-load any vehicle, equipment or trailer on or onto any developed road allowance within the County unless the Director of Infrastructure Services, or his designate, has given permission to do so.
9. The Applicant shall, upon direction of the County, provide dust control for a length of 200 meters at any residence along the designated haul route being used.
10. The Applicant shall clean all mud and/or debris tracked onto the road surface by sweeping or washing of all paved and oil surfaced roads and grading of gravel surfaced roads immediately.
11. The Applicant shall, upon direction of the County, provide additional maintenance and ice control as may be required over and above that normally provided by the County, including maintenance of approaches.
12. The Applicant shall not use tire chains on any paved or oiled surfaced roads at any time. The use of chains on a graveled roadway may be permitted at the discretion of the Director of Infrastructure Services.
13. The Applicant agrees to cease hauling during adverse weather conditions such as excessive rain or at the request of the County.
14. The Applicant agrees to obtain the necessary permit from the Highway Traffic Board of Transportation of the Province of Alberta and agrees to comply with any restrictions imposed thereby. The issuance of an overweight or over dimensional permit from Highway Traffic Board does not override the requirement to have an approved Woodlands County – Overload and Road Use Permit
15. All costs to repair any damage to County Roadways and bridges resulting from usage under this Agreement, excepting normal public use, shall be the responsibility of the Applicant. The County shall notify the Applicant regarding any damage and will give the Applicant an opportunity to repair the damage within a time period as set by the County. In the event the repair is not undertaken or done to the satisfaction of the County, the applicant will be required to post a bond immediately or issue an undertaking and the County will repair the road, and all costs associated with the repairs will be the responsibility of the Applicant.
16. The County may require the Applicant to post an irrevocable letter of credit as a bond of surety in the event circumstances are such that the haul could result in excessive road damage. If the road repairs have not been completed to the satisfaction of the Director of Infrastructure Services, or his designate, the letter shall be held until such time as any deficiencies have been repaired as instructed by the County. The County shall be at

liberty to use the letter of credit should any deficiencies remain outstanding for a period of time greater than 10 days following completion of the haul.

17. The Applicant agrees to indemnify and save harmless the County against any claims and/or proceedings from third parties as a result of approval being granted for the use of County Roadways.
18. The County must be notified immediately upon completion of all hauls.
19. The County may request a joint inspection prior to, and upon completion of, each haul or at intervals during hauls to assess damages or maintenance requirements.
20. All time incurred by County personnel in response to complaints pertaining to non-compliance with the terms and conditions contained herein, shall be charged back to the Applicant for investigating such occurrences.
21. Placing of geophone, lines or other related equipment on the driving surface, sideslopes or other general working area of the roadway is not permissible.
22. The County is not responsible for damages to seismic equipment damaged by County operations.
23. The Applicant is responsible for damages to the roadway infrastructure during seismic activities.

IN WITNESS WHEREOF the parties hereto have executed this document on the dates written below.

WOODLANDS COUNTY

Date: _____

Per: _____
Chief Elected Official

Date: _____

Per: _____
Chief Administrative Officer

«COMPANY_NAME»

Date: _____

Per: _____

Date: _____

Per: _____

Signature of WITNESS

Printed Name