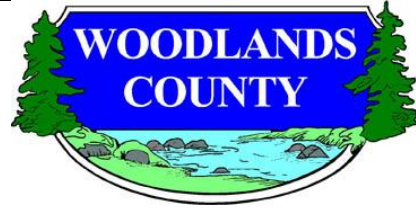


Title: Road Use
Policy No: 3219



Approval: County Council
Effective Date: January 11, 1995
Revised: February 19, 2019

Amended: Mar 6/12

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.

ROAD USE AGREEMENT

Between:

Woodlands County

- and -

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

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

Agreement No.: _____

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

Between:

Woodlands County
(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

(hereinafter referred to as "the Applicant")

OF THE SECOND PART

WHEREAS the County the direction, control and management of certain public roads, streets, lanes, alleys and bridges, (hereinafter referred to as "County Roadways") within Woodlands County pursuant to the *Municipal Government Act*, R.S.A. 2000 c. -26, as amended;

AND WHEREAS the Applicant wishes to haul certain goods and materials on County Roadways pursuant to the terms as set out specifically at Appendix "A" to this Agreement, and which forms part of this Agreement;

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 and in Appendix "A", which forms part of this Agreement;

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

USE OF COUNTY ROADWAYS

1. Subject to the terms and conditions set out in this Agreement, the Applicant may haul the goods and materials as set out specifically in Appendix "A" to this Agreement during the Term of the Agreement.
2. The Applicant shall submit "Appendix A" at least 48 hours prior to commencing any haul. For the purpose of this Agreement, any traffic meeting two out of the following four criteria, shall be considered as a "Haul" and shall require a "*Overload and Road Use Permit*":
 - a) a frequency of five (5) trucks loads per week and lasting no more than 1 week
 - or
 - c) during periods of when the roadway is, in the opinion of the County, saturated due to heavy rainfall or thawing conditions; and/or
 - d) during periods when road bans are in effect.

TERM

3. The term of this Agreement shall commence on ____ day of _____ A.D. 20____ and conclude on the _____ day of _____ A.D. 20_____.

PRE AND POST HAUL INSPECTIONS

4. The County may at its discretion conduct a pre- and post-haul inspection of the route as set out in Appendix "A" to this Agreement (hereinafter referred to as the "Route"), to assess the condition of the Route and to determine the deterioration of the Route attributing to the Company. Both the pre-and post-haul inspections must be initiated by the Applicant. The County shall notify the Applicant of the date and time of the pre- and post-haul inspections and such inspections may be conducted in the present of a representative of the Applicant upon the Applicant's request.

COVENANTS AND OBLIGATIONS OF THE APPLICANT

5. The County retains the right to designate the route to be used should the proposed route be unsuitable.
6. The Applicant is responsible for adequate signage indicating the turning of trucks at all intersection points along the designated route.
7. The County may request the use of flag persons at all points of entry onto County Roadways.
8. The Applicant covenants and agrees to confirm that no restrictions have been placed on the Route by the County prior to commencing any hauling for that day and if restrictions have been placed on any part of the Route, the Applicant shall abide by such restrictions unless the Applicant has obtained an express written exemption from the County. This will include, but is not limited to, any axle loading restrictions or road bans that the County may, acting reasonable, place on the Route from time to time;
9. The Applicant covenants and agrees that it 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 Infrastructure Services Manager, or his designate, has given permission to do so.
10. The Applicant covenants and agrees that it shall, upon direction of the County, at the Applicant's own expense, provide dust control measures for a length of 200 meters at any residence along the Route being used. The dust control measures shall be performed up to the standards prescribed by the County.
11. The Applicant covenants and agrees that it shall clean all mud and/or debris tracked onto the road surfaces located on the Route by sweeping or washing of all paved and oil surfaced roads and grading of gravel surfaced roads immediately.
12. The Applicant covenant and agrees that it shall, upon direction of the County, provide additional maintenance and ice control as may be required on County Roadways located on the Route over and above that normally provided by the County, including maintenance of approaches.
13. 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.

14. The Applicant covenants and agrees to cease hauling operations if road damage is evident, during adverse weather conditions, including but not limited to rain, or at any time at the County's request, acting reasonably, and not to commence any further hauling activities until the adverse weather conditions have passed or the Applicant has received notification from the County that they may recommence operations.
15. 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
16. 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.
17. The Applicant covenants and agrees to pay any and all expenses or out-of-pocket disbursements which may be incurred by the County in connection with the terms and conditions of this Agreement whether they be for inspection, escort, video taping, supervision, monitoring or whatsoever;
18. The Applicant covenants and agrees to abide by any additional terms and conditions as set out in Appendix "A" to this Agreement.

INDEMNIFICATION BY THE APPLICANT

19. The Applicant, shall at all times and without limitation, indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councilors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:
 - a. Any act or omission of the Applicant and/or any of those persons for whom the Applicant is responsible at law (including, without limitation, any of its employees or subcontractors), whether occasioned by negligence or otherwise;
 - b. The costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Applicant; or
 - c. Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Applicant to be fulfilled, kept, observed or performed, as the case may be;

The provisions of this Section are in addition to and shall not prejudice any other rights the County has at law or in equity. This Section shall survive the termination or expiry of this Agreement.

INSURANCE

20. Without in any way limiting the liability of the Applicant under this Agreement, the Applicant shall obtain and maintain in force during the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably:

- a. Standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one or more persons or damage to or destruction of property;
 - b. A comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. Non-owned automobiles;
 - ii. Independent subcontractors;
 - iii. Contractual liability including this Agreement;
 - iv. Broad form property damage endorsement; and
 - v. Environmental liability.
 - c. Workers' Compensation coverage for all employees, if any, engaged by the Applicant in accordance with the laws of the Province of Alberta;
 - d. Employers' liability insurance respecting employees, if any, of the Applicant with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Applicant; and
 - e. Such other insurance as the County may from time to time reasonably require.
21. The Applicant shall ensure that all insurance coverage maintained by the Applicant in accordance with this Agreement **shall name the County and any other party designated by the County, as an additional named insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County.**
22. All liability insurance shall be maintained continuously until TWELVE (12) months after the conclusion date of this Agreement.
23. The Applicant shall, upon request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Applicant as set forth herein shall be borne by the Applicant.

SECURITY

24. The Applicant will provide security to the County in the amount as set out in Appendix "A" to this Agreement.
25. If the Security provided pursuant to Section 23 is provided in the form of an irrevocable letter of credit, the letter of credit shall be issued by a Chartered Bank or Treasury Branch with a term of at least ONE (1) year and shall contain provisions for either:
- a. A covenant by the issuer that if the issuer has not received a release from the County SIXTY (60) days prior to the expiry of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year; or

- b. A right on the part of the County to draw upon the full amount of the irrevocable letter of credit, or any portion thereof, in the event that the County has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least SIXTY (60) days prior to the expiry of the security.
- 26. The County may invoke the provisions of section 23 regarding Security, and cash or make demand as payee and beneficiary under the Security provided by the Applicant to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:
 - a. The Applicant by any act or omission is in default or breach of any term, condition or covenant of this Agreement;
 - b. The Applicant has been required to repair or restore any damage to the Route in accordance with the provisions of this Agreement and the Applicant has failed to undertake such repair or restoration or pay the costs and expenses of such repair and restoration within THIRTY (30) days after receipt from the County of an invoice; or
 - c. The Security to be provided by the Applicant to the County pursuant to this Agreement is due to expire within SIXTY (60) days that the Applicant has not deposited with the County a renewal or replacement of such Security in terms and form acceptable to the County.
- 27. In the event that the County has negotiated or called upon the Security to be deposited by the Applicant with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County deems fit to discharge the obligations of the Applicant pursuant to this Agreement.

MAINTENANCE AND RESTORATION OF ROUTE

- 28. The applicant is responsible for ensuring that the roadway is maintained to County standards in between the Counties regular road maintenance.
- 29. At its discretion, the County may request documentation confirming that road maintenance was completed by the applicant.
- 30. The County must be notified immediately upon completion of all hauls.
- 31. The Applicant accepts responsibility for all road damage caused as a result of its use. The Applicant further agrees to restore the County Roadways, road allowances, drainage ditches and bridges that comprise the Route to the condition they were in as of the commencement date of this Agreement.
- 32. As determined by any inspection of the Route contemplated pursuant to Section 4 above, the County, at its sole discretion and acting reasonably, shall determine what maintenance or restoration work, if any, is required of the Route to be completed by the Applicant, at the Applicant's sole expense. The restoration shall include maintenance of the road surface in a safe condition by adding surface material as well as restoration of the surface to an "as-found" condition prior to the expiry of this Agreement.
- 33. Such maintenance and restoration work to be undertaken at the Applicant's sole expense must be completed within THIRTY (30) days of the County providing notice of such repair and

restoration and may be undertaken by the County at the Applicant's request or by a contractor, approved by the County, acting reasonably, hired by the Applicant.

34. If a grader and/or water truck, to be supplied at the expense of the Applicant, is required to maintain or restore the Route in good condition and provide dust control measures, any work performed by them must meet the standards so prescribed by the County.
35. The County may, but is not obligated to, perform any road maintenance and restoration it deems appropriate throughout the terms of this Agreement to the Route based upon an inspection performed in accordance with Section 4 of this Agreement. The County may provide to the Applicant an invoice and the Applicant agrees to pay the said invoice within THIRTY (30) days of receipt of any invoice for the work completed by the County that is attributable to the activities of the Applicant.
36. 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.

<u>Infraction</u>	<u>Penalty</u>
Hauling outside designated Route without prior County approval.	<ul style="list-style-type: none"> • 1st incident: Immediate one day suspension of Agreement • 2nd infraction: One-week suspension of Agreement. • 3rd infraction: One-month suspension of Agreement. • 4th infraction: Permanent suspension of this Agreement and all future Agreements.
Other Traffic Safety Act; related Provincial Statutes and Regulations; and Traffic By-law infractions.	<ul style="list-style-type: none"> • 1st incident: Removal of offending truck and driver for one day for each infraction. • 2nd incident of any infraction within 1 month by same driver: One day suspension of Agreement. • 3rd incident of any infraction within 2 months by same driver: One-week suspension of Agreement and permanent removal of offending truck and driver from this and future Agreements.
Failure to repair and maintain roadways and/or failure to provide adequate dust abatement within 48 hours notice, or in the case of an emergency, within 24 hours.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One-week suspension of Agreement. • 3rd infraction: Permanent suspension of this Agreement and all future Agreements.
Failure to clean-up tracking material daily or to undertake weekly grading.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One-week suspension of Agreement. • 3rd infraction: Permanent suspension of this Agreement and all future Agreements.
Truck movements before or after approved haul periods.	<ul style="list-style-type: none"> • 1st infraction: Suspension of Agreement for one day. • 2nd infraction: Permanent removal of offending truck and driver from Agreement and suspension of Agreement for one week. • 3rd infraction: Termination of Agreement.
Failure to provide current list of trucks, including any additions/deletions, to County.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One-week suspension of Agreement. • 3rd infraction: Termination of Agreement.
Failure to provide suitable signage along Route prior to commencement of haul.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One-week suspension of Agreement. • 3rd infraction: Termination of Agreement.
Use of tire chains or metal tracked apparatus on any equipment on paved or oiled roads along the Route.	<ul style="list-style-type: none"> • 1st infraction: Suspension of Agreement for one day. • 2nd infraction: Permanent removal of offending truck and driver from Agreement and suspension of Agreement for one week. • 3rd infraction: Termination of Agreement.
Failure to produce a copy of this Agreement by the driver when demanded by a Peace Officer.	<ul style="list-style-type: none"> • 1st infraction: One day suspension of Agreement. • 2nd infraction: One-week suspension of Agreement.

	• 3rd infraction: Termination of Agreement.
Failure to confirm that there are no restrictions on the Route by the County prior to commencing hauling, or failure to cease operations due to adverse weather conditions.	• 1st infraction: Immediate suspension of Agreement for one week and possible Termination of Agreement.
Any other infraction/default of the Agreement	• Remedy at discretion of the Director, Public Works and Engineering, or his or her designate.

TERMINATION, DEFAULT AND SUSPENSION

37. The failure by the Applicant to abide by any of the terms described in this Agreement will result in the following as determined by the county in its sole discretion:
38. This Agreement may be terminated at any time by the County by giving SIXTY (60) days written notice to the Applicant.

GENERAL TERMS

39. The provisions of this Agreement shall survive the termination or expiration of this Agreement, as the context may require, and shall not be merged therein or herewith.
40. **The Applicant MUST have a copy of Appendix “A” of this Agreement in the transporting vehicles. Appendix “A” may be requested by County Officials, Peace Officers, the Royal Canadian Mounted Police, or other duly authorized personnel. Failure to produce Schedule “A” upon request may result in a ticket being issued.**
41. Placing of geophone, lines or other related equipment on the driving surface, side slopes or other general working area of the roadway is not permissible.
42. The County is not responsible for damages to seismic equipment damaged by County operations.
43. The Applicant is responsible for damages to the roadway infrastructure during seismic activities.
44. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed:

To the County: Woodlands County
 Box # 60, #1 Woodlands Lane
 Whitecourt AB T7S 1N3
 Fax: (780) 778-8402
 Attention: Chief Administrative Officer

To the Applicant:

45. No waiver of any breach of any representation, warranty, obligation, covenant, or condition in this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.
46. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
47. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.
48. All the provisions of this Agreement will be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions will nevertheless remain in full force and effect.
49. This Agreement is non-transferable but shall ensure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
IN WITNESS WHEREOF the parties hereto have executed this document on the dates written below.

WOODLANDS COUNTY

Date:

Per: _____ c/s
Chief Elected Official

Date:

Per: _____
Chief Administrative Officer

CONTRACTOR

Date:

Per: _____ c/s

Date:

Per: _____

OVERLOAD & ROAD USE PERMIT
A COPY OF THIS APPENDIX MUST BE CARRIED BY EACH HAULING VEHICLE

MOVE DATE: _____
(date and approximate start time)

HAULER: _____

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

COMMODITY: _____

IF RIG-TOOL PUSH: _____ TELEPHONE #: _____

TOTAL PERMIT PROVINCIAL
LOADS/DAY/WEEK: _____ LOADS: _____ PERMIT # _____

ORIGIN: _____

DESTINATION: _____

ROUTE: _____

HAUL TO TAKE PLACE FROM _____, 200_ TO _____, 200_. Days and hours of operation: _____

RESTRICTION 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, re-gravel and any extra maintenance associated with this move. On a Banned Road, map must be attached)

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

Security requirement (50% of road construction cost) or as deemed necessary – Irrevocable Letter of Credit or Cash

_____ KMS @ _____	/KM for gravel surface road	\$ _____
_____ KMS @ _____	/KM for cold mix surface road	\$ _____
_____ KMS @ _____	/KM for paved surface road	\$ _____

TOTAL SECURITY \$ _____

Required Conditions:

☐ **It is understood that all loads will be in compliance with Woodlands County Road Use Policy dated January 11, 1995 revised February 19, 2019.**

☐ Dust / Ice control will be supplied by permit holder. Dust control must be in place at least one hour prior to rig move or haul commencement.

☐ During a snow event, the permit holder is entirely responsible, prior to & during the move, for the blading of Woodlands County roads which are part of the approved haul route.

☐ Grader maintenance on Woodlands County roads to be undertaken by the permit holder while haul is in progress. This grader maintenance shall keep the road surface in the same or better condition as it was prior to the haul commencing.

☐ Road damages will be at the sole expense of the permit holder.

☐ Road repairs will be undertaken to the Municipalities satisfaction and will be at the sole cost of the permit holder. The Haul route shall be evaluated by the permit holder upon completion of the haul to determine all areas which require repair. If re-gravelling is required, the rate at which these areas will be graveled will be determined by a Woodlands County representative. 20 mm gravel shall be used for re-gravelling.

☐ In case of rain and or wet conditions, the trucks are to be stopped immediately in order to protect the road from damage.

☐ Mud tracked from a gravel road or lease site on to a public road must be removed immediately.

Service rigs that cannot meet surfaced road weights must be hauled on a wheeler

☐ **FULL PERMIT MUST BE CARRIED IN VEHICLE. TRUCKING COMPANY IS AN AGENT OF THE PERMIT HOLDER. PERMIT MUST BE PRESENTED UPON REQUEST BY PEACE OFFICERS. WOODLANDS COUNTY WILL MONITOR THE ROADS AND STOP THE PROJECT IF NECESSARY.**

Terms and conditions of this agreement acknowledged and agreed to:

SPECIAL CONDITIONS: _____

Woodlands County personnel to be notified 24 Hours before the move and not more than 12 hours after completion of the haul. During office hours, please contact the following Woodlands County personnel:

[insert name and contact information of County personnel]

In addition, 24 hours' notice is required if haul is discontinued and then restarted.

The use of the Route, including but not limited to the inspection, repair and maintenance of the Route, shall be in accordance with the County's Road Use Policy and the Road Use Agreement of which this form is an appendix to. This included the conditions specifically set out in Section

___ of the said Agreement, and the insurance, indemnification and security obligations.

Duration of this Agreement from _____, 200__ to _____, 20__

Company Representative Signature

Name

Date

County Representative Signature

Name

Date