

8. HAUL ROAD AGREEMENT

PURPOSE: To establish procedures to ensure that no damage occurs on MD roadways due to hauls as described below.

POLICY & PROCEDURES

Haul Road Agreements are required when a particular or unexpected use of the MD road system occurs from hauling abnormal volumes of loads during a protracted period of time.

The agreement provides for the hauler assuming responsibility for re-instating the M.D roads to their original condition should the hauler damage same, as assessed by a representative of the M.D of Provost No. 52.

The agreement also provides for the hauler to move the loads along a specifically dedicated route.

- Inspections of the proposed haul road will take place prior to project commencement.
- All haul roads require prior approval from the M.D.
- The Director of Public Works may, at his discretion, decline the requested road use and/or haul if it is felt that due to weather conditions, road conditions and/or time of year that damage may occur to the road surface from the proposed haul.
- Contractors must supply adequate equipment to maintain the road in a reasonable state for public travel.
- Contractors must supply dust abatement for all occupied residences along the haul route.
- Any road damage costs will be deducted from the hold back.
- The local Councillor will receive a copy of the map showing the approved routing that affects their area.
- There are three (3) different categories under which a Contractor may be required to enter into a Haul Road Agreement with the M.D. of Provost No. 52.

1. Sand and Gravel Industry

Any individual or company wishing to haul a combined trucking total of more than five (5) loads of any sand or gravel within a 24 hour period (1 day) will be required to enter into a Haul Road Agreement before commencement of the haul.

2. Agricultural Industry

Contractors or custom haulers of manure, silage or forages wishing to haul a combined trucking total of more than 8 loads within a 24 hour (1 day) period must contact the Public Works Director to review the roadway before any haul takes place. After the review, and at the discretion of the Director of Public Works or his designate, the contractor may be required to enter into a Haul Road Agreement before any hauling takes place.

3. Development (Commercial, Industrial, Intensive Livestock)

The contractor will be required to enter into a Haul Road Agreement as per the development agreement for the proposed development, at the discretion of the M.D.

Amended May 14/09

HAUL ROAD AGREEMENT INSTRUCTIONS & OPTIONS

INSTRUCTIONS:

- 1) Fill in the blanks as required in the agreement, ensuring that all spaces are filled when complete.
- 2) Schedule "A", MAP – This requires that a representative of the Road User/Contractor and a representative of the M.D. inspect the haul road both prior to and upon completion of the proposed work. The exact haul route to be used must be drawn out on this map (if necessary use two maps and note the same in the comment space provided). Take care to note as closely as possible the condition of the road prior to starting the work, as this could save costly and unwarranted repairs after job completion. Upon job completion, execute the post inspection (preferably with the same two persons) and sign in the space provided.
- 3) Schedule "B", OPTIONS – In the blank spaces provided, any other terms and conditions that the Road User/Contractor and the M.D. renegotiate can be written here. There are a multitude of other terms that can be added. Some of the most requested and their wordings are listed below. THESE ARE OPTIONS ONLY, NOT NECESSITIES!!

AMENDED DEC. 16/99

HAUL ROAD AGREEMENT (Amended Apr. 12/07)

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

BETWEEN:

M.D. of Provost No. 52
Box 300
Provost, AB
T0B 3S0

a Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "M.D.")

Party of the First Part

- and -

(ROAD USER/CONTRACTOR'S NAME)

(ROAD USER/CONTRACTOR'S ADDRESS)
(hereinafter referred to as the "Contractor")

Party of the Second Part

WHEREAS the M.D. has full control and jurisdiction of local roads within the M.D. of Provost No. 52; and

WHEREAS the Contractor is requesting the use of municipality roads, for the purpose of

(STATE PURPOSE OF USE IE. TRUCK HAUL, EQUIPMENT MOVE, ETC.)

NOW THEREFORE in consideration of these premises and the mutual terms, covenants and conditions to be observed and performed, the M.D. and the Contractor agree as follows:

- 1) The haul road as indicated on Schedule "A" will be inspected by the representative of the M.D. together with the representative of the Contractor, whose names appear on Schedule "A", both prior to being utilized as the haul road and after the Contractor's work is completed.
- 2) The M.D. will permit the Contractor to utilize the identified haul road (no other road is permitted) only if the Contractor agrees and satisfies the following:

- a) Maintains dust control in front of all residences adjacent to the haul road during the haul period.
 - b) Provides a grader on the haul road as required by the M.D. (for haul maintenance).
 - c) Upon the Contractor's completion of haul, the haul road is to be left in the same condition as it was when inspected, and noted in Schedule "A" and "B".
 - d) The M.D. has the full right and ability to stop the haul if the M.D. is of the opinion that the haul road is being unduly damaged or if other conditions of this agreement are not being met.
- 3) The M.D. hereby grants permission to the Contractor to use the aforementioned haul road for the period of _____ days from the day and year first above written. Any extension of time must be requested in writing from the Contractor and agreed to in writing by the M.D.
 - 4) Hereinafter written, Schedule "A" is a valid and binding appendage to this agreement.
 - 5) Hereinafter written, Schedule "B" is a valid and binding appendage to this agreement, if so included.
- A) SECURITY DEPOSIT
Deposit with the M.D. _____ in the amount of
(SECURITY TYPE IE. CASH, LETTER OF CREDIT, ETC.)
_____ \$() dollars, prior to the use of the haul road which will be held in trust by the M.D. The M.D. has the full right to draw upon this security, seven days after notification in writing to the Contractor, to pay for costs of repair to the haul road (should the Contractor fail to satisfy the hereinbefore-mentioned conditions). This security deposit will be returned to the Contractor no later than ten working days from the completion of the post-inspection.
- B) REGRAVELLING
Re-gravel the total length of the haul road at the rate of _____ (cubic meters) or (yards) per (mile) or (km) (as required by the M.D.) either during or on completion of the haul.
- C) SAVE HARMLESS
The Contractor agrees to indemnify and save harmless the M.D. from and against any claims, demands and actions for loss, injury or damage of any kind, which may be suffered by any party arising out of the use of the M.D. roadways by the Contractor, its agents, servants, employees, contractors and subcontractors.

D) OPERATE LEGALLY

The Contractor, while operating within the M.D., shall at all times comply with all relevant statutes, regulations, bylaws and resolutions, including, without restricting the generality of the foregoing, all permits, licenses and approvals issued by the M.D. and the directions from time to time issued by the M.D.

IN WITNESS WHEREOF the said parties hereto affixed their corporate seals under the hands of their proper officers on their behalf, the day and year first above written.

M.D. of Provost No. 52

Party of the First Part _____
(SIGNATURE OF AUTHORIZED M.D. OFFICER)

(NAME OF SIGNATORY ABOVE, PLEASE PRINT)

(CONTRACTOR, PLEASE PRINT)

Party of the Second Part _____
(SIGNATURE OF AUTHORIZED ROAD USER/CONTRACTOR OFFICER)

(NAME OF SIGNATORY ABOVE, PLEASE PRINT)

SCHEDULE "A", (MAP)

TOWNSHIP _____ RANGE _____ WEST OF _____ TH MERIDIAN

NORTH

31	32	33	34	35	36
30	29	28	27	26	25
19	20	21	22	23	24
18	17	16	15	14	13
7	8	9	10	11	12
6	5	4	3	2	1

SOUTH

The map is of 36 sections or 1 township. It shows the road allowances every 2 miles north and south, and every mile east and west. When mapping the haul road be as accurate as possible and mark the starting point with section number, township number, range number and west of the appropriate meridian. Mark every necessary deviation in the road to accurately depict the condition of the road before the haul commences and after the haul is completed. The Contractor representative and the M.D. representative must print their names and sign in the appropriate space below, both before the haul commences and after the haul is completed.

PRE-INSPECTION

This pre-inspection completed by the parties below this _____ day of _____, 20 ____.

MUNICIPAL DISTRICT OF PROVOST NO. 52

(ROAD USER/CONTRACTOR)

(SIGNATURE OF AUTHORIZED M.D. OFFICER)

(SIGNATURE OF AUTHORIZED ROAD USER/CONTRACTOR OFFICER)

(PRINT NAME OF SIGNATORY ABOVE)

(PRINT NAME OF SIGNATORY ABOVE)

POST-INSPECTION

This post-inspection completed by the parties below this _____ day of _____, 20 ____.

MUNICIPAL DISTRICT OF PROVOST NO. 52

(ROAD USER/CONTRACTOR)

(SIGNATURE OF AUTHORIZED M.D. OFFICER)

(SIGNATURE OF AUTHORIZED ROAD USER/CONTRACTOR OFFICER)

(PRINT NAME OF SIGNATORY ABOVE)

(PRINT NAME OF SIGNATORY ABOVE)

