



Policy # 4006

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Policy Title: Road Use Agreements

Policy No.: 4006

Approval: County Council

Effective Date: February 14, 2007

Approved Date: February 14, 2007

Amended Date: August 22, 2018

Supersedes Policy No.: Section C (15)

Policy Statement: Mountain View County (the County) may issue Road Use Agreements for situations where hauling has the potential to cause damage to County roads.

Purpose: The purpose of this policy is to permit the County to issue Road Use Agreements.

Principles:

1. Assist overweight/oversized traffic and multiple legal load hauls to move throughout the County.
2. Enable the County to recover costs from the hauler in the event that any road and bridge infrastructure is damaged.
3. Limit damage to road and bridge infrastructure by directing overweight/oversized traffic and multiple legal load hauls to use alternate routes.
4. Applicant adheres to all relevant policies.



Mountain View
C O U N T Y

Procedure # 4006-01

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Procedure Title: Road Use Agreements

Procedure No.: 4006-01

Approval: CAO

Effective Date: February 14, 2007

Approved Date: February 14, 2007

Amended Date: July 10, 2014

Amended Date: September 25, 2018

Supersedes Procedure No.: Section C (15)

1. Master Road Use Agreement and Irrevocable Letter of Credit

- 1.1. Before any overweight load, drilling rig or multiple legal load hauls may be permitted within Mountain View County (the County), the Applicant may be required to:
 - 1.1.1. Enter into a Master Road Use Agreement (Schedule A) by submitting an Application for a Master Road Use Agreement (Schedule B).
 - 1.1.2. Provide the County with an irrevocable Letter of Credit in the amount of \$50,000.00 for ongoing activity or \$10,000.00 for one-time hauls.

2. Acquiring a Permit

- 2.1 The Applicant may be required to apply for a haul permit through Roadata Services Ltd. when planning a move within Mountain View County. A permit will be required for any overweight loads, drilling rigs and multiple legal load hauls (more than 5 loads on any given day).
- 2.2 Once the Applicant has applied for a permit through Roadata Services Ltd., the County Industry Inspector (the Inspector) will be notified of the application and will have the authority to grant or deny the permit. Approved haul routes will be at the discretion of the Inspector.
- 2.3 The Applicant must allow a 24-hour period for said review and subsequent approval to transpire. Once approval has been granted, both the Applicant and the County will receive, by email, an approved permit. The Applicant must produce either a hard copy or share an electronic copy of this permit to all haul operators using the approved route.
- 2.4 Inspections of the roads identified on the approved permit may be carried out at the following times in the presence of official designates of both the County and the Applicant at a time set by the County and the Applicant or by the designate of the County alone if so agreed to by the Applicant:
 - 2.4.1 prior to use of the roads (pre-inspection); and
 - 2.4.2 during the use of the roads (mid-inspection); and
 - 2.4.3 following completion of use of the roads (post-inspection)

All inspection reports will be submitted by the Inspector through the Roadata Services Ltd. website and will be available for the applicant to view at any time. Once the Inspector has completed the post-inspection of the route, and has verified that all other inspections on the permit have been completed accurately, an invoice will

be produced. Inspection fees shall be paid by the Applicant to the County as required by County policy.

3. Road Use Notification

- 3.1 A Road Use Notification may be required of an Applicant, at the County's discretion, for situations where hauling could cause damage to County roads but the haul does not meet the requirements of a Road Use Agreement. The Applicant will be required to submit to Roadata Services Ltd. a Road Use Notification the day prior to the move.



Mountain View
C O U N T Y

Mountain View County
Master Road Use Agreement
Road Use Agreement No. RU18-00

The Agreement made in duplicate this **day of , 2018.**

Between:

Mountain View County
(the "County")

and

Company Name
(the "Company")

1. DEFINITION OF TERMS USED IN THIS AGREEMENT

"Appurtenance" means:

- A sidewalk, ditch, or any type of wall, fence, guardrail, curb, pavement marking, traffic control device, illumination device, mailbox or barrier adjacent to or in, along or on a road, or any construction, obstruction, erection or any situation, arrangement or disposition of any earth, rock, tree or other material or thing adjacent to or in, along or on a road that is not on the traveled portion of the road.

"Business Days" means:

- Monday to Friday, during normal business hours, excluding statutory holidays.

"Company" means:

- The holder of a license or approval issued by the Alberta Energy Regulator.
- For the purposes of Schedules "A" and "D" to this Agreement, the word "Company" may be taken to include a "designated contractor".

"Haul Route" means those Roads identified in Schedule "A" as the Roads to be used by the Company to move/haul goods, equipment and materials.

"Legal load" means:

- (i) the maximum gross weight that may be borne by a tire, an axle or an axle group or any of them; or
- (ii) the maximum gross weight that may be borne by a public vehicle or combination of public vehicles on a highway, secondary road, rural road or street and as set out from time to time under the Traffic Safety Act and regulations or orders made there under.

"Mid-Inspection" means haul routes will be inspected during the haul or rig move as per Schedule "B2".

"Road" means:

- A road under the direction, control and management of the County, including:
 - (i) a developed road on which improvements such as grading or surfacing have been made for the purpose of public access and includes any Appurtenances, and includes a bridge forming part of a public road and any structure incidental to a public road;
 - (ii) an undeveloped surveyed road allowance or road plan.

"Pre-Inspection" means:

- Haul Routes will be inspected prior to the haul or rig move commencing as per Schedule "B" of this agreement. Fees to be charged as per Fee Schedule Bylaw.

"Post-Inspection" means:

- Haul Routes will be inspected after the haul or rig move out has been completed as per Schedule "C" of this agreement. Fees to be charged as per Fee Schedule Bylaw.

"Commodity" means:

- A physical substance, such as food, grains, and metals, which is interchangeable with another product of the same type, and which investors buy or sell, usually through futures contracts. The price of the commodity is subject to supply and demand.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the terms and conditions under which the parties to this Agreement agree:

- (a) that in the event there is damage from the use of Roads in the Haul Route for the hauling or moving of goods, equipment or materials, those parties responsible for such damage are held accountable;
- (b) as to how dust control will be maintained;
- (c) to establish routing for the movement of vehicles and equipment, including all surface servicing equipment.

This Agreement is intended to engage both the County and the Company in an effort to avoid damage to Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this agreement is entered to address these matters and to protect the Roads and Appurtenances from damage.

3. TERM

- (a) This Agreement shall commence on the date shown on page 1 and shall continue until terminated by either party in accordance with paragraph 3(b) below.
- (b) This Agreement may be terminated by either party upon thirty (30) days written notice being given to the other party.

- (c) Notwithstanding the termination of this Agreement, the provisions respecting liability and indemnification, to the extent liabilities may have accrued prior to the termination, and provisions respecting settlement of accounts, shall remain in full force in accordance with their terms.

4. PRE-INSPECTION BY COUNTY

Prior to entering into this agreement, the County shall conduct a pre-inspection, as per Schedule "B", of the Haul Route Roads. If, following the pre-inspection, the County, acting reasonably, determines that it is not necessary to impose any restrictions on the Company in relation to the activities specified in the agreement, the County shall notify the Company accordingly, and the Company may proceed to use the Roads in strict compliance with this agreement.

5. RESTRICTIONS AND RELAXATIONS

- (a) All subsequent moves/hauls by the Company using the Haul Routes shall only occur once the Company has submitted the attached Schedule "A", *Addendum to the Master Road Use Agreement*, for each subsequent move/haul, and written approval by the County has been received by the Company.
- (b) If, following the pre-inspection, the County, acting reasonably, determines that it is necessary to impose restrictions on the Company, the County shall provide the Company with a notice in writing, in the form set out in Schedule "A" attached hereto. The County shall set out the specifics of the restrictions imposed on the Company and the details of any relaxations it is prepared to grant to those restrictions and the conditions under which such relaxations will be granted, including any requirements for the Company to post security.
- (c) It is understood that any relaxations granted by the County comply with provincial regulations and that the County has no authority to grant permits for loads over the legal load limits pursuant to the Commercial Vehicle Dimensions and Weight Regulations (Alberta Regulation 315/2002).

6. SECURITY

- (a) The County may require that the Company post security for repairs and dust control that are required by paragraph 8(c) below, in an amount to be specified by the County.
- (b) If the County requires that the Company post security, the Company shall not haul goods, equipment or materials on the Roads forming the Haul Route until:
- (i) it has delivered to the County the security required (in the form of an unconditional and irrevocable blanket letter of credit in the amount of \$50,000 for the current year, expiring not earlier than December 31st of the current year); or
 - (ii) a certified cheque or letter of credit in the amount of \$10,000, on a per-move basis or commodity move basis. The certified cheque shall be held for the duration of the move and, if no repairs are required, shall be returned upon the satisfactory post-inspection; and
 - (iii) a pre-inspection pursuant to 7(a)(i) has been completed.

7. INSPECTIONS

- (a) Inspections of the Roads identified within this agreement shall be carried out by the County as follows:
- (i) Pre-inspection prior to use of the Roads (as per Schedule "B"); and
 - (ii) Mid-inspection during the haul or move (as per Schedule "B2"); and
 - (iii) Post-inspection following completion of use of the Roads (as per Schedule "C").
- (b) Mid-inspections shall generally occur twice per day during major haul activity and once per day during days of minor haul activity.
- (c) The Company will have the ability to view any inspections as recorded at Roadata.com and using assigned login information, provided by Roadata Services.
- (d) Inspection fees shall be paid by the Company to the County as required by County policy.

8. OTHER TERMS AND CONDITIONS

The following terms and conditions shall apply at all times during the term of this Agreement:

(a) **Restriction on Use**

The County reserves the right to determine the hours during which goods, vehicles and equipment may be moved on the Roads covered by this Agreement, and may temporarily suspend approvals under this Agreement if, in the opinion of the County, acting reasonably, the prevailing weather conditions, or emergencies warrant such suspension.

(b) **Maintenance**

If required by the County, the Company shall provide, at its sole expense, all equipment, materials and labour required to maintain the road surface in the same condition it was immediately prior to the use of the Road for the Haul Route.

(c) **Damages**

(i) The Company shall be liable at all times for the repair, to the satisfaction of the County, of any damage to the Roads caused by the Company's use. Any repairs undertaken shall restore the road surface to the same condition it was in immediately prior to the use of the Road for the Haul Route. The Company shall, providing that the weather and weather-related conditions permit, complete these repairs within five (5) business days of being notified by the County of the need for such repairs.

(ii) In the event the Company is prevented by the weather or weather-related conditions from completing the repairs required by the County, pursuant to that specified in 8(c)(i) above, within five (5) business days, the County, acting reasonably, may specify a further period of time within which the Company must complete such repairs.

(d) In the event that the Company fails to complete the repairs required by the County, pursuant to paragraph 8(c)(i) or (ii) above, the County may draw upon the security to effect the repairs in accordance with the provisions set out in Schedule "D". In the event that the security is not sufficient to cover the cost of repairs, or if no security was posted, the Company shall be liable to the County for all reasonable costs (including legal cost on a solicitor and own client basis) incurred by the County in

repairing the roads to the same condition they were in immediately prior to use by the Company for the Haul Route and recovering the costs of such repairs. The Company shall have a right to details of all expenses incurred by the County.

(e) **Emergencies**

The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to the Roads that the County deems necessary for public safety.

(f) The Company may, in emergency situations, and acting reasonably, and without giving any notice to the County as required elsewhere in this Agreement, take immediate and all action necessary to move vehicles and equipment on the Roads that the Company deems necessary for public safety or to preserve the environment.

(g) **Notification**

The County and the Company shall provide notification to each other of any action taken under 8(c), (e) and (f) above as soon as is reasonably practicable.

(h) **Indemnity**

The Company shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County to the extent that they are directly or indirectly attributable to damage caused by the Company, its employees, agents, contractors or subcontractors to the Roads.

(i) **Force Majeure**

No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, tempest or acts of God or the Queen's enemies, or any other cause (whether similar or dissimilar to those enumerated) beyond its control; but lack of finances shall in no event be deemed to be a cause beyond a party's control.

(j) **Dust Control**

The Company shall provide dust control on the Roads in the manner provided in Schedule "A" of this agreement.

(k) **Undeveloped road allowance or Sub standard road**

A separate agreement must be in place before use of an undeveloped road allowance or substandard road for a Haul Route can commence

9. NOTICES

All notices required to be given under the terms of this Agreement, shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

County: Mountain View County
Attention: Jessica Hammer, Operational Services
1408 Township Road 320
Postal Bag 100, Didsbury, AB T0M 0W0
Telephone: (403) 335-3311
Fax: (403) 335-9207
E-Mail: roaduse@mvcountry.com

Company: Company Name
 Attention:
 Address Line
 Address Line
 Telephone:
 Fax:
 Email:

Either party may, from time to time, change its address for service by giving written notice to the other party. Any notice shall be deemed to have been given and received: if delivered personally, on the day delivered; if sent by registered mail, on the 4th business day following the day it was posted; and if electronically transmitted, at the start of the next regular business day. In the case of postal disruptions, or an anticipated postal disruption, all notices to be given under this Agreement shall be electronically transmitted or delivered by hand.

10. ASSIGNMENT

This Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not unreasonably be withheld.

11. WAIVERS

- (a) Failure by either party, at any time, to require strict performance by the other party of any provision of this Agreement will in no way affect the first party's rights hereunder to enforce such provision; nor will any waiver by either party of any breach be held to be a waiver of any succeeding breach or waiver of any other provision;
- (b) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing.

12. ENUREMENT

This Agreement shall enure to the benefit of, and be binding upon the County and the Company and their respective heirs, executors, administrators, successors and permitted assigns.

13. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date and year first above written.

MOUNTAIN VIEW COUNTY

Per: _____

Per: _____

COMPANY NAME

Per: _____

Per: _____

Schedule "A"
ADDENDUM TO MASTER ROAD USE AGREEMENT

The Schedule "A", will be acquired through Roadata Services Ltd., it is made pursuant to, and is governed by, the *Master Road Use Agreement No. RU18-00* executed between the County and the Company and dated , 2018. The following information will be required:

<input type="checkbox"/> Oil Company Name	<input type="checkbox"/> Oil Company Contact	<input type="checkbox"/> Trucking Company Name
<input type="checkbox"/> Trucking Company Contact	<input type="checkbox"/> Type of Equipment or Drilling Rig	<input type="checkbox"/> Number of Loads
<input type="checkbox"/> Location From	<input type="checkbox"/> Location To	<input type="checkbox"/> Proposed Route
<input type="checkbox"/> Moving Schedule	<input type="checkbox"/> Special Conditions (if any)	

Prohibitions, Limitations, Conditions or Restrictions

The provisions under this Schedule "A" shall not override Provincial regulations. The exceeding of legal load limits is not permitted by the County.

APPROVED with the following prohibitions, limitations, conditions or restrictions:

Maximum % of Axle Weight:	Legal	Travel Speed:	Follow posted speed limit
Escort Car Required:	Yes	Security Required:	Blanket Letter of Credit
Centre of Road Surface Travel:	Yes, where possible		
Time of Move:	No movement between 10:00 p.m. to 6:00 a.m.		
Dust Control:	where required		

Schedule "B"
PRE-INSPECTION DOCUMENT

(To be completed by the County through inspection portal at Roadata.com)

Before any Schedule "A" permit will be issued, A Pre-Inspection will be conducted by a Mountain View County designate. The inspector will drive the route while inspecting the overall road surface condition, culverts, approaches, signage, also factoring in weather conditions and road bans. Any inspection fees, as per the County Fee Schedule Bylaw, incurred will be payable by the Company.

Schedule "B"2
MID-INSPECTION DOCUMENT

(To be completed by the County through inspection portal at Roadata.com)

Throughout the duration of the approved Schedule "A" permit, Mountain View County inspector may drive the route up to twice daily to inspect the overall road surface condition, culverts, approaches, signage, also factoring in weather conditions and road bans. Any inspection fees, as per the County Fee Schedule Bylaw, incurred will be payable by the Company.

Schedule "C"
POST INSPECTION DOCUMENT

(To be completed by the County through inspection portal at Roadata.com)

At haul completion, the Schedule "A" permit will be closed after a final Inspection has been completed. Mountain View County inspector will drive the route one final time to ensure that the overall road surface condition is good, and that culverts, approaches and signage are undamaged. The Post Inspection fee and any incurred damages will be the responsibility of the Company. Once the Post Inspection has been verified by Mountain View County, an Invoice will be produced for inspection fees, as per the County Fee Schedule Bylaw, and will be sent by mail to the Company.

Schedule "D"

LETTER OF CREDIT PROCEDURES

The County may draw upon all or part of the irrevocable Blanket Letter of Credit required by this Agreement to complete repairs and to recover all costs (including legal on a solicitor and own client basis) incurred by the County in the event of any one of the following:

1. The Company fails to complete required repairs within five (5) business days of being notified by the County of the need for such repairs.
2. The Company fails to complete repairs to the satisfaction of the County within two (2) business days of being notified by the County of deficiencies in repairs previously required by the County under Item 1 above.
3. Emergency repair work has been completed by the County to rectify damage attributable to the Company in accordance with the provisions of this Agreement.
4. The irrevocable security to be provided by the Company pursuant to this Agreement is due to expire within a period of 30 days and the Company is still operating in the County under the terms of this Agreement, has not provided notification of cancellation of this Agreement and has not deposited a renewal or replacement of such irrevocable security in terms and form acceptable to the County.
5. In the event the Municipality realizes upon the whole or any portion of the security pursuant to this Agreement, the Municipality shall be entitled to take whatever steps as may be necessary to receive for its own account the proceeds thereof, and in the event the Municipality is only entitled to a portion of the said proceeds it shall nevertheless be entitled to hold as security any surplus or balance thereof in such form as it shall determine until all obligations of the Developer arising pursuant to this Agreement or otherwise have been fully satisfied.

Invoking these draw down provisions shall be authorized by the Chief Administrative Officer of the County or his designate who shall make a reasonable attempt to notify the Company prior to, or concurrent with, taking such action. The County may make demands as payee and beneficiary under the security. If the County is required to draw upon the security to cover the cost of repairs, the Company shall be responsible to replenish the security to the original amount before any further permits will be issued. The County shall not charge any administrative fee relating to the holding or draw down of security nor shall it pay interest on the funds held.

DEFAULT BY COMPANY

Upon failure, neglect or refusal of the Company to comply with any notice of defect or default, given in writing to the Company by the County, within 30 days of the delivery of the said notice to the Company, or if the Company fails to adhere to the Completion Date, or the Company commits an act of bankruptcy or a receiver or receiver and manager is appointed in respect of the Company, the County hereby is granted the limited power of attorney on behalf of the Company, and be entitled, but not obligated to take all or any of the following actions:

- (i) to remedy or cause to be remedied the defect or default, including necessary design and supervision costs;
- (ii) to terminate this Agreement upon 15 days notice in writing to the Company;
- (iii) to recover the costs of any action taken by the County pursuant to 1, 2, 3, 4 or 5 above, and any other monies owing to the County by the Company under this Agreement, from the Company by realizing upon the security or by any or all other methods of recovery, or any one of them, deemed advisable or expedient by the County including, but not limited to, any methods of recovery available to the County pursuant to the *Municipal Government Act*, Chapter m-26, as amended from time to time.

Road Use Procedures

1. All hauls or moves, whether drilling rig moves or all other industry hauls/moves, require a *Blanket Letter of Credit* for the year in the amount of \$50,000. A \$ 10,000.00 certified cheque or a letter of credit may be used for security for a one time haul/move if approved by Mountain View County
2. All drilling rig moves and other moves or hauls as deemed necessary by Mountain View County require a *Road Use Agreement* from Mountain View County, as well as the applicable permits from Roadata. Fees are collected by Roadata.
3. All other hauls/moves require a *Road Use Notification which is covered under the letter of credit boundaries*.
4. Operational Services at the County will either approve or amend the proposed route according to road conditions and then will prepare the agreement and give Roadata the "good to go" for issuing the requested permits. Each move requires a separate agreement. Moving to a location constitutes one move. Moving out of this same location constitutes another move.
5. By making an application for a Master Road Use Agreement, the applicant confirms that the Letter of Credit placed with the County as required by the Master Road Use Agreement shall be available to the County and may be drawn upon by Mountain View County in the event of damage arising from a move/haul which is the subject of either a Master Road Use Agreement or a Road Use Notification by the Applicant

Equipment Cleaning Requirements Prior to Municipal entry: Mountain View County

Mountain View County requires that any equipment brought in from outside the County be cleaned and free of soil and debris prior to entry. Pressure washing equipment will be adequate to achieve this in most circumstances. If the equipment is coming from a municipality known to be infected with Clubroot, the equipment should be further disinfected to minimize any potential liability concerns. Equipment moving between projects within the County should be free of soil and debris. Movement within the County only requires hand cleaning to remove loose soil and debris unless specified otherwise by the landowner. If Clubroot is found within our municipality, cleaning requirements for movement within the County may change.

It is important to keep in mind that equipment sanitation serves many purposes. Proper sanitation procedures will assist in preventing the spread of invasive species, Clubroot and other soil borne diseases.

Further information on cleaning equipment can be found on Alberta Agriculture Website under the title "Best Management Practices for Disinfesting Farm Machinery and Equipment to Prevent the Spread of Clubroot"

[http://www1.agric.gov.ab.ca/\\$department/deptdocs.nsf/all/prm12120](http://www1.agric.gov.ab.ca/$department/deptdocs.nsf/all/prm12120)

These Requirements apply to everyone involved in transporting equipment. Including but not limited to, Agriculture, Oil and Gas Industry, Utility companies, Private Contractors and Municipal Equipment.