

# SMOKY LAKE COUNTY



<b>Title:</b> Haul Road Agreement	<b>Policy No.:</b> 14-06 <span style="float: right;"><i>E</i></span>
<b>Section:</b> 03	<b>Page No.:</b> 1 of 7

<b>Legislation Reference:</b>	Municipal Government Act
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<b>Purpose:</b>	To protect and maintain the condition of County roads used for heavy hauling.
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Policy Statement and Guidelines:
<p><b>GOAL:</b></p> <p><b>Haul Road Agreement:</b> provides the ability to give permission to use roads for a major hauling activity; and outlines conditions for such use(s).</p> <p><b>DEFINITIONS:</b></p> <p><b>Haul Road:</b> A road that is, from time to time, so designated by the County for a specific hauling activity.</p> <p><b>Major Hauling Activity:</b> Is defined as heavy and multiple loads which may, at the discretion of the County, be subject to a Haul Road Agreement as provided for in this policy.</p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Individuals/companies using a designated haul road for major hauling activity are required to enter into a <b>Haul Road Agreement (Schedule "A")</b>.</li> <li>2. Hauling activity deemed by the County to be minor shall be subject only to the <b>Permission and Provision Form for Minor Hauls (Schedule "C")</b>.</li> <li>3. In the case of multiple haul agreements on the same designated haul road/route or a portion therefore, the costs of fulfilling the conditions of the multiple agreements shall be apportioned at the sole discretion of the County.</li> <li>4. Haul road status for any section of municipal road shall be designated by the Public Works Manager/Industry Liaison Officer/Public Works Foreman.</li> </ol>

	Date	Resolution Number
Approved	<b>April 15, 2004</b>	# 414 - Page # 7735
Amended	<b>March 29, 2007</b>	# 284-07 - Page # 8317
Amended	<b>August 16, 2007</b>	# 548-07 - Page # 8428
Amended	<b>September 25, 2008</b>	# 682-08 - Page # 8736
Amended	<b>September 17, 2009</b>	# 792-09 - Page # 9096
Amended	<b>May 26, 2011</b>	



# Schedule "A" HAUL ROAD AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

**B E T W E E N:**

**SMOKY LAKE COUNTY**  
a Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the "County")

OF THE FIRST PART

**- AND -**

\_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ or (     ) \_\_\_\_\_  
(hereinafter referred to as the "Company")

OF THE SECOND PART

WHEREAS the County has jurisdiction over all local roadways within the Smoky Lake County and;

WHEREAS the Company wishes to use a designated haul road for the purpose of a \_\_\_\_\_ haul.

*Activity*

NOW THEREFORE in consideration of the premises and the mutual terms, covenants and conditions to be observed and performed, the County and Company agree as follows:

**1. LOCATION:**

1.1 Designated haul road/route: \_\_\_\_\_  
\_\_\_\_\_

1.2 Any departure of the project from the designated haul road route requires County approval in writing.

**2. CONDITION OF THE ROAD:**

The haul road will be inspected jointly where possible, prior to commencing the haul, to document the starting condition of the road:

\_\_\_\_\_  
\_\_\_\_\_



3.6 The Company will comply to the following noise control measures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3.7 Other conditions:  
\_\_\_\_\_  
\_\_\_\_\_.

**4. FINANCIAL:**

4.1 All costs of compliance with the condition for permission are to be borne by the Company.

4.2 Deposit with the County an **original signed** irrevocable letter of credit or certified cheque in the amount, **as indicated below**, or as determined, from time to time, by Council, prior to the project and to be held by the County up to thirty (30) days following the Company notifying the County of the completion of the project. If hauling is postponed or interrupted by weather, the letter of credit will be withheld.

<p><input type="checkbox"/> <b>THE COMPANY SHALL PROVIDE SECURITY IN THE AMOUNT OF NOT LESS THAT <u>\$15,000.00</u> PLUS <u>\$1,000.00</u> PER MILE OF COUNTY ROAD TRAVELLED UPON.</b></p> <p style="text-align: center;"><b>TOTAL: \$ _____</b></p> <p><input type="checkbox"/> <b>THE COUNTY MAY INCREASE THE AMOUNT OF ANY REQUIRED SECURITY AT THE TIME OF THE SIGNING OF THIS AGREEMENT IF THE COUNTY, IN ITS SOLE DISCRETION, CONSIDERS THE SECURITY TO BE INSUFFICIENT IN RELATION TO THE RISK AND/OR REPAIR COSTS TO THE ROAD PROTECTION TO THE COUNTY.</b></p> <p><b>THE REASONS FOR ANY VARIANCE FROM THE AMOUNTS LISTED ABOVE SHALL BE DOCUMENTED IN THIS AGREEMENT AND SHALL REQUIRE THE APPROVAL OF THE CAO.</b></p> <p><b>Reason:</b> _____ _____ _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><b>Date</b> <span style="float: right;"><b>Chief Administrative Officer</b></span></p>
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(Suggested wording for the irrevocable Letter of Credit should include:  
The "Bank Branch" under this Letter of Credit in the form of a written demand, which we shall honor without inquiring whether the County has a right as between the County and "Company Name" to make such demand and without acknowledging any claim of the "Company Name".)

4.3 The funds will be drawn if the conditions within this agreement are not met.

**NOTE: Funds not used will be refunded.**

**5. NON-COMPLIANCE:**

5.1 The County may inspect the designated haul road/route at any time during the term of this agreement to determine if the conditions/terms herein are being adhered to.

5.2 The County will stop the project if the County, in its sole discretion, judges that the conditions of permission are not being satisfactorily fulfilled.

**6. HOLD HARMLESS:**

6.1 The Company shall indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done by the Company.

6.2 In consideration of the permission hereby granted to it by the County, the Company covenants and agrees to arrange for and to pay for and discharge, any and all damages which may result to roads, bridges or other property during such activity and any expenses or out-of-pocket disbursements which may be incurred by the County in connection therewith whether they be for inspection, escort, supervision, repair, maintenance, or whatsoever; and shall indemnify and save harmless the County.

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

\_\_\_\_\_  
**Company Name**


\_\_\_\_\_  
**Signature of Company Representative**

\_\_\_\_\_  
**Print Name**

**SMOKY LAKE COUNTY**

\_\_\_\_\_  
**Industry Liaison Officer**  
Phone: (780) 656-3730  
Fax: (780) 656-3768  
Cell: (780) 650-5100

**Schedule "B"**

 <b>AGGREGATE HAUL REPORT</b>		Haul Start Date: _____
		Haul End Date: _____
Name of Operator: _____		
ADDRESS	TELEPHONE NUMBER: _____	
	FAX NUMBER: _____	
E-MAIL ADDRESS: _____		
Name of Pit Owner: _____		
ADDRESS	TELEPHONE NUMBER: _____	
	FAX NUMBER: _____	
E-MAIL ADDRESS: _____		
Name and Destination of Receiving Party: _____		
ADDRESS of DESTINATION	TELEPHONE NUMBER: _____	
	FAX NUMBER: _____	
E-MAIL ADDRESS: _____		
TOTAL AGGREGATED (Tonnes) HAULED: _____		
DATED THIS _____ DAY OF _____, 20____.		
SIGNATURE OF COMPANY REPRESENTATIVE:	PUBLIC WORKS:	

Schedule "C"



PERMISSION AND PROVISION FORM FOR MINOR HAULS

Date and Time of Call:

Company Name:

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

Approximate Loads:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Route:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Move:

Time of Move:

Notes/ Special Provisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Approved By: