



Lethbridge County Policy Handbook

EFFECTIVE: June 21, 2012 **SECTION:** 300 **NO. 352 Page 1 of 5**
APPROVED BY: County Council **SUBJECT:** Road Use Policy
REVISED DATE: October 6, 2016

PURPOSE

The purpose of this policy is to define Council's expectations for road users and County staff in regard to heavy trucks using County Roads.

This policy will address agricultural and commercial / industrial / oilfield road use.

Policy Statement

The road infrastructure in the County is intended for public use. We recognize that agriculture services, business and commerce rely upon the County's road infrastructure for their livelihood, however, there are times when the demands placed upon the roads by truck traffic often exceed the capacity of the road, resulting in damage to the infrastructure and creating safety hazards and/or major maintenance/repair costs. The goal of this policy is to preserve the road infrastructure by reducing road damage with the intention of:

- Minimizing publically funded maintenance costs.
- Protecting the safety of all road users.

Definitions:

Agricultural: Means all traffic servicing the agricultural sector.

Commercial / Industrial / Oilfield: Means all non-agricultural truck/heavy truck traffic.

Employer/Employees shall include owner-operator situations.

Truck: Means a motor vehicle designed and intended for the transport of goods or carrying of loads.

Heavy Truck: Any truck operating at the weights specified in the Province of Alberta Commercial Vehicle Dimension and Weight Regulation.

Frequent Hauls: A frequent haul is defined as more than four (4) trips per hour in any two-hour period or ten (10) or more trips per day.



Policy 352 – Road Use - Schedule “A”

**Lethbridge County
Annual Agricultural Road Use Agreement**

Between: Lethbridge County
#100, 905 – 4 Ave. South
Lethbridge, Alberta
T1J 4E4

- and -

Road User:

Pursuant to Lethbridge County Policy 352, the Road Use Policy, the Road User hereby agrees that they, their employees and contractors will:

1. Utilize Lethbridge County roads in a safe manner which minimizes and prevents damage to the road structure.
2. Be responsible for the cost of any exceptional damage to the roads done to the roads during their use of the roadways.
3. Comply with all requirements of the Province of Alberta Commercial Vehicle Dimension and Weight Regulation.
4. Ensure that the loads placed on the trucks comply with the aforementioned Regulation.
5. Comply with any Road Ban that may be in place or put in place in an effort to protect the road infrastructure.
6. Agree to stockpile manure during times when roads are at risk due to adverse weather conditions, excessive moisture and existing damage to roadways.

7. Consult Lethbridge County Public Works department to determine the appropriate route(s) for their haul.
8. Follow the shortest route to and from a site and travel on the Haul Routes where they are available.
9. Provide dust control to the route in a judicious manner in an effort to minimize the impact of dust on adjacent residents and facilities.
10. Limit the speed of the trucks to a maximum of 60 km/hour or less as required for the duration of the haul.
11. Cease all hauling immediately upon request by the Director of Municipal Services or designate.

ACKNOWLEDGEMENT:

The Road User acknowledges that it has read this Agreement, including Road Use Policy 352, and understands and agrees to be bound by its Principles and Expectations.

Road User

Lethbridge County

Name

Chief Administrative Officer

Title

Witness

Firm

Date

Date



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Trip: A trip is defined as a singular movement from point A to point B past a particular location on a road (e.g. residence, farmstead, school, etc.).

Principles and Expectations

The following principles and expectations apply to all users of County of Lethbridge roads:

1. All roads maintained by the County are for public use (including trucks). No road user shall damage road infrastructure to the detriment of other road users or the County.
2. Those persons or businesses employing trucks must ensure the operators of those trucks agree to utilize the roads in a manner which minimizes or prevents damage to the road structure and shall operate within the confines of the law.
3. Commercial / Industrial / Oilfield road users will be required to obtain a "Commercial / Industrial / Oilfield Road Use Agreement" (attached as Schedule "B") for all activities within the County 24 to 48 hours prior to the commencement of the haul or if applicable to their specific operation established commercial / industrial or agricultural operations that have no other means of access to their property other than the annually banned road may apply for an annual Road Use Operating Permit as detailed in attached "Schedule C".
4. In the event of exceptional circumstances, Lethbridge County reserves the right to recover repair costs related to road damage caused by any road user.
5. The County will regulate truck traffic to the extent that is necessary to ensure safe travel for all users of the roadway and protection of the infrastructure.
6. All requirements of the Province of Alberta Commercial Vehicle Dimension and Weight Regulation shall be adhered to by all truck operators. Operators will ensure that the loads placed on the trucks comply with the aforementioned Regulation.



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7. Under the direction of the Municipal Services Committee, the County will utilize Road Bans to protect road infrastructure whenever it is necessary to do so.
8. In an effort to minimize damage to the County roads, truck operators shall travel on the designated “Haul Routes” where they are available:
 - Trucks leaving the farm, feedlot, field, plant, well site, gravel pit, stockpile or storage or other facility shall take the shortest route to the nearest “Haul Route”.
 - Trucks leaving a numbered highway and travelling to the farm, feedlot, field, well site, gravel pit or storage facility shall use a “Haul Route” to get to the closest Local road and then take the shortest route between the haul route and the farm, feedlot, field, plant, well site, gravel pit, stockpile or storage or other facility.
9. During times of frequent agriculture and commercial truck hauls when conditions may present airborne dust, the individual or business employing the trucks will be required to provide dust control. Water used as a dust control measure shall be applied judiciously so that the volume applied controls the dust, but does not soften the road surface to the point that damage will occur.
10. In remote areas where dust does not impact residents or safety, the dust control requirement may be waived by the Director of Municipal Services or his designate upon request.
11. During frequent hauls, and for the duration of the haul, truck operators will agree to limit their maximum speed to 60 km/hour on gravel roads that normally have an 80 km/hour speed limit or lower if conditions warrant, or if a reduced speed is requested by the Director of Municipal Services or designate.
12. Feedlot owner / operators agree to stockpile their manure on site or at the feedlot during times when roads are at risk of damage such as adverse weather conditions, excessive moisture, existing damage to roadways, etc.



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13. Prior to the issuance of a development permit for industrial or commercial activities that generate frequent truck hauls, the developer will be required to enter into a Road Use Agreement with the County.

Procedure

1. Annually and/or when extreme situations arise, the County will issue a Public Service Announcement (PSA) to inform all persons or businesses employing trucks, and the operators of those trucks working in the County, and inform them of their responsibility for protecting the road infrastructure and the public, dust control and potential responsibility for repair costs.
2. The business employing trucks shall contact the Public Works office to determine appropriate routes for their haul. The condition of the roads, adjacent developments and truck travel distance will be considered when assigning routes. Dust control measures will be determined at that time.
3. Should the County receive a complaint of a frequent or heavy haul, the allegation will be investigated. If it is determined that the responsible party does not have a Road Use Agreement and/or are not following all terms of the agreement and/or have a valid Road Use Operating Permit, the Operator, will be required to stop hauling until an agreement or permit is obtained, signed off and all non-conformances rectified.
4. In the event that a road user causes damage to roads that is beyond what is normally expected, the Supervisor of Public Works or designate will prepare a damage estimate, and will contact the individual or business to discuss the damage to the road and the associated cost to repair the damage. The individual or employer responsible will be invoiced for the actual repair cost-plus overhead mark-up.
5. When a commercial / industrial / oilfield user enters into a Road Use Agreement, the Director of Municipal Services or his designate is authorized to take securities in the form of irrevocable letters of credit or certified cheque to cover the cost of repairing any damage caused to the roads by the permit holder.



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Said securities will be used by the County to repair damages when an agreement holder does not repair or maintain roads as required by the Director of Municipal Services. The amount of the security is to be determined on a case by case basis by estimating a repair cost per kilometre.

6. When an established commercial / industrial or agricultural operation is granted a Road Use Operating Permit, the operators must abide by all Acts, Regulations and Bylaws including any seasonal Road Bans imposed by the County. Seasonal Road Bans will supercede the Road Use Operating Permit.
7. The Chief Administrative Officer and/or the Director of Municipal Services are authorized to ban roads on a temporary basis and to take any appropriate enforcement action necessary to implement this policy and protect County and public interests during frequent hauls.
8. County Council will be informed of any enforcement action taken by County staff under this policy.



Policy 352 – Road Use - Schedule “B”

**Lethbridge County
Commercial / Oilfield / Industrial Road Use Agreement**

MEMORANDUM OF AGREEMENT entered into this ___ day of _____, 20__.

BETWEEN:

LETHBRIDGE COUNTY
a County incorporated under the
laws of the Province of Alberta
(hereinafter referred to as the “County”)

OF THE FIRST PART

-and-

(hereinafter referred to as “the Hauler”)

OF THE SECOND PART

WHEREAS the County by statute is responsible for the control and management of certain public highways, roads, streets, lanes, alleys and bridges (hereinafter referred to as “the County Roadways”) within the County and the Hauler has applied to the County for permission to haul certain goods and materials on the County Roadways and:

WHEREAS the County is prepared to permit the hauler to haul the goods and materials requested by the Hauler on the County Roadways, subject to the Hauler undertaking to repair any damage caused to the County Roadways, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter set-forth and in consideration of the County permitting the Hauler to haul certain goods and materials, as specified on Schedule “B-1” hereto attached, over the County Roadways during the period of time specified on Schedule “B-1” hereto attached, the County and the Hauler agree as follows:

1. Forthwith upon the execution of this Agreement by the Hauler and the County, the Hauler shall supply the County with security in the amount as may be specified on Schedule "B-1" hereto attached to ensure compliance by the Hauler with each of the terms, covenants and conditions of this Agreement to be performed or carried out by the Hauler. The security to be provided by the Hauler to the County pursuant to this Agreement shall consist of cash, certified cheque or a Letter or Letters of Credit issued by a chartered bank or the Treasury Branch in favour of the County in such form as may be required by the County and shall secure all levies, taxes, fees, charges, and amounts owing to the County under this Agreement.
2. The County reserves the right to institute a Community Aggregate Payment Levy as per the provisions of Alberta Municipal Government Act Regulation 263/2005, the Community Aggregate Payment Levy Regulation. The County will provide the Hauler with reasonable notice prior to introducing the levy.
3. The Hauler shall not haul any goods or materials on the County Roadways until such time as the following conditions shall have been met:
 - a. This Agreement shall have been executed by the Hauler and by the County;
 - b. The County Supervisor of Public Works or his designate (hereinafter referred to as "the Public Works Supervisor") shall have acknowledged receipt of the specified security and authorized the Hauler in writing to proceed with the haulage.
 - c. The Hauler shall have paid to the County any permit or administration fee required by the County for the entering into of this Agreement and the granting of approval to the Hauler to haul the goods and materials specified on the County Roadways.
4. The Hauler, while operating within the County, shall at all times comply with all relevant statutes, regulations, by-laws and resolutions, including, without restricting the generality of the foregoing, all permits, licenses and approvals issued by the County and the directions from time to time of the County Public Works Supervisor or his designate.
5. The Hauler shall at all times ensure that the hauling is carried out by drivers who are insured, qualified and licensed to carry out the hauling. Further, the Hauler shall at all times ensure that all servants, employees, agents, licensees and independent contractors hired or contracted by the Hauler abide by and comply with the terms and conditions of this Agreement and in the event that any of the Hauler's servants, employees, agents, licensees and independent contractors shall fail to abide by the terms and conditions of this Agreement, the County shall be entitled to any of the remedies hereinafter contained. The Hauler acknowledges that he is responsible for and shall indemnify the County and save the County harmless from any and all liability or damages that result from any

failure of any servant, employee, agent, licensee or independent contractor of the Hauler to abide by the terms and conditions of this Agreement.

The Hauler shall maintain and provide the County with a copy of a comprehensive general liability insurance policy with the limits of two million dollars (\$2,000,000.00) per occurrence, with Lethbridge County named as co-insured.

6. The Hauler will provide the County with a copy of their company safety plan and their current and valid Alberta Construction Safety Association Certificate of Recognition.
7. The Hauler shall act as the Prime Contractor for all safety activities.
8. The Hauler shall ensure that the goods and materials to be hauled by the Hauler are hauled only on those County Roadways which are designated in Schedule "B-1" hereto attached and the Hauler, at the sole cost and expense of the Hauler, shall ensure that the County Roadways designated in Schedule "B-1" hereto attached are at all times maintained and repaired by the Hauler in the manner set out in Schedule "B-1" hereto attached.

This agreement does not authorize overweight or over dimensional vehicles. Regular legal weight restrictions per axle or axle group as defined under the Alberta Traffic Safety Act - Commercial Vehicle Dimension and Weight Regulation still apply.

9. Upon the written request by the County, the Hauler shall provide the County with evidence satisfactory to the County respecting the nature of the goods and materials hauled and the quantity of each good or material hauled by the Hauler.
10. The Hauler hereby grants to the County the right of access for the purposes of entering on to any lands which are subject to the provisions of this Agreement for the purpose of ensuring that the terms of this Agreement are being complied with by the Hauler.
11. In the event that the Hauler shall fail to perform or carry out one or more of the obligations and undertakings to be performed or carried out by the Hauler pursuant to this Agreement, the Public Works Supervisor, his designate, or any other municipal official shall be at liberty to issue a notice of deficiency to the Hauler advising the Hauler of the Hauler's failure to perform or carry out one or more of his obligations or undertakings pursuant to this Agreement and the Hauler shall immediately undertake to perform or carry out such works or actions as might be stated in the notice of deficiency. In further event that the Hauler fails to commence to perform or carry out the works or actions stated in the notice of deficiency to the satisfaction of the County within a period of forty eight (48) hours from the receipt of such notice of deficiency by the Hauler, or within such other period of time which might be agreeable to the County, the County shall be at liberty, but not obligated, to perform and carry out the obligations and undertakings and every reasonable cost and expense incurred by the County in carrying out the said obligations and undertakings shall be paid by the Hauler to

the County. Notwithstanding the foregoing, in the event the County determines in its sole discretion that inadequate dust control measures have been implemented by the Hauler, the County may without notice to the Hauler apply dust control measures and the costs of such dust control measures shall be paid by the Hauler to the County

12. In the event that the Hauler shall fail to perform or carry out any of the obligations or undertakings to be performed or carried out by the Hauler pursuant to this Agreement, the Hauler shall pay on demand to the County every reasonable cost and expense incurred by the County in enforcing or in attempting to enforce, or both, the terms and conditions contained in this Agreement, including, without restricting the generality of the foregoing, all reasonable legal fees and disbursements incurred by the County on a solicitor and client basis.
13. Notwithstanding any other provision contained in this Agreement to the contrary, in the event that the County's Director of Municipal Services or any other municipal official shall declare in writing that an emergency exists as a result of the failure of the Hauler to perform or carry out one or more of its obligations and undertakings under this Agreement, the County shall be at liberty, but not obligated, to immediately perform or carry out the obligations or undertakings which the Hauler has failed to perform or carry out without notice to the Hauler, and the Hauler shall pay on demand to the County every reasonable cost and expense incurred by the County in performing or carrying out any obligation or undertaking which the Hauler has failed to perform or carry out.
14. In the event that the County produces one or more certificates (letters) from the Public Works Supervisor or any other municipal official certifying that the County, or any person claiming from or through the County, is entitled to payment from the security provided by the Hauler for the sum or sums so certified, the Hauler undertakes jointly with the financial institution providing the security pursuant to paragraph 1 of this Agreement that the said sum or sums will be so paid immediately on demand without deduction, holdback or further proof and that the Hauler will not say or do anything to impede the prompt payment of such sum or sums by the said financial institution, whether or not the Hauler believes in the accuracy of such certificate. No such certificate shall be invalidated by want of, from, or error in wording and such certificates may be amended from time to time.
15. Any certificates above-described shall be sufficient and conclusive proof as between the parties hereto that the County, or any person claiming from or through the County, is entitled to payment of any sum or sums under any of the clauses of this Agreement notwithstanding the fact that any bank Letter of Credit may have expired, or not have been granted, or that payment of any amount (including damages) due from the Hauler to the County may not be covered by the amount (or terms accepted by the County) of the security provided pursuant to paragraph 1 of this Agreement.
16. Upon the completion of the haul, the County Roadways used by the Hauler shall forthwith be restored by the Hauler to a condition, reasonable wear and tear excepted, which is satisfactory to the Public Works Supervisor or his designate.

17. In the event that the Hauler shall fail to comply with any of the terms or conditions of this Agreement to be performed or carried out by the Hauler pursuant to this Agreement, the County shall be at liberty to serve a notice upon the Hauler requiring the Hauler to quit hauling and upon the service of such a notice by the County on the Hauler, the Hauler shall forthwith stop all hauling activities within the County and the Hauler's rights under any permit or license issued by the County to haul goods or materials within the County on the County Roadways shall be suspended until such time as the suspension shall be lifted by the County.

18. This Agreement shall not be transferred or assigned by the Hauler without the consent in writing of the County.

19. All notices hereunder shall be valid and effective if personally delivered to, or sending it by facsimile transmission, or given by mail by registered letter, postage prepaid (unless at the time of or within forty-eight (48) hours thereof there shall be a general disruption in the postal service, in which case, service shall be by delivery only) addressed:
 - i. In the case of the County, to:

Lethbridge County
 Supervisor of Public Works
 #100, 905 - 4th Avenue South
 Lethbridge, Alberta
 T1J 4E4
 Telephone Number: 403-328-5525
 Fax Number: 403-328-5602
 Email Address: mailbox@lethcounty.ca

 - ii. In the case of the Hauler, to:

Company Name: _____
 Contact Name: _____
 Address: _____
 Postal Code: _____
 Telephone Number: _____
 Fax Number: _____
 Email Address: _____

and if mailed, shall be deemed to have been effectively given three (3) days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered, and if transmitted by facsimile on the next business day following the day of transmission. Any party may change its address for receipt of notice by giving notice of its new address to the other party as herein contemplated.

20. This Agreement may be terminated by either party by giving thirty (30) days written notice of the intention to terminate in accordance with the notice provision above.

21. The Hauler acknowledges and agrees that the County shall be at liberty to revise Schedule "B-1" from time to time.

IN WITNESS WHEREOF the County and the Hauler have executed this Agreement as of the day and year first above written.

LETHBRIDGE COUNTY

Per: _____
Director of Municipal Services

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
)
)
)
)
)
)
)
)

WITNESS as to the signature of

SCHEDULE "B-1"
FOR ROAD HAUL AGREEMENT
BETWEEN

LETHBRIDGE COUNTY
(the "County")

and

(hereinafter referred to as "the Hauler"),

(Development Permit # _____)

1. Goods and materials to be hauled: _____
2. Proposed period of haulage: _____
3. Designated haul route (also see map attached as Schedule "B"):

4. Maximum speed for haulage vehicles: _____
5. Permitted variations from legal or posted axle weight restrictions: _____
6. Security provided in the amount of:

Distance (kilometres of road)	Rehab / Maintenance Cost per Kilometre	Total Cost
0.00	\$0.00	\$0.00
Amount of Security (50% of Total Cost)		\$0.00

7. Community Aggregate Payment Levy: _____
8. Road maintenance requirements during haulage:
 - a. Gravel surface road:
 - i) Road to be maintained with a grader during haulage.

- ii) Dust to be controlled at all times. Water, Calcium Chloride or Magnesium Chloride products may be used for dust control.
- iii) Water shall be applied in adequate amounts to control dust while not saturating the road. Water truck to be on site for dust control purposes as required. Saturation of road will result in suspension of haul until optimum moisture content returns.
- iv) Should the Hauler choose to use calcium or magnesium chloride he will provide the County with an annual Dust Control Management Plan prior to March 1st of each year. If during the term of the annual plan circumstances arise that were previously unforeseen, the Hauler will revise the plan to the satisfaction of the Supervisor of Public Works or designate within 24 hours.

The Dust Control Management Plan shall include:

1. Location and length of dust control sites.
 2. Type of dust control product to be used.
 3. Maintenance plan for the dust control sites.
 4. Schedule for checking the effectiveness of the dust control.
 5. Plan for management of the dust control site after periods of inactivity.
- v) Calcium and Magnesium chloride will have a minimum 30% concentration of chlorides.
 - vi) Calcium chloride will also have a minimum percentage of sodium to prevent the road from becoming “snotty” during wet conditions.
 - vii) Soft spots and holes that develop shall be filled with gravel immediately.
 - viii) Maintain a crown of 4 – 6%. Crown to be tented (^) , not rounded off. No final pass down the middle.
 - ix) Apply additional gravel as necessary to maintain an adequate layer of gravel on the road. The application rate will be 115 – 150 m³/km (150 – 200 yd³/mile) depending on the condition of the road.
 - x) The size and gradation of the gravel will conform to the following 20 mm (3/4”) Gravel Surfacing Aggregate specification:

Sieve Size (um)	% Passing
20,000	100
10,000	35-77
5,000	15-55
1,250	0-30
80	0-12

60+ % Fracture (2 Faces)

- b. Asphalt Concrete Pavement (ACP) or Cold Mix surfaced road;
 - i. Holes to be repaired using material approved by the County. Rutting and larger failures to be repaired as directed by the County or their Engineers.
 - c. All road damage, including washouts, to be repaired as it develops. All repair materials subject to County approval.
 - d. Maintain adequate drainage swales down both sides of the road at all times.
- 9a. Hauler must erect adequate signage according to the Public Works Supervisor indicating haul in progress. Signage must remain in place and legible for the duration of the haul.
 - 9b. Hauler to notify all residents along haul route prior to start of haulage. Hauler to supply company contact and phone number to residents as part of notification process.
 10. All drivers will operate their trucks in a manner that is considerate and courteous to other road users.
 11. All trucks and trailers must be insured and registered as per Provincial requirements and the County reserves the right to request written proof of insurance. All commercial trucks must have a valid "Commercial Vehicle Inspection" sticker in place on the vehicle.
 12. The Hauler shall advise all drivers under his control of the conditions of this agreement and maintain a written record of such advisement.
 13. Trucks must operate with headlights on at all times.
 14. All trucks will maintain a minimum of 400 metre (1,300 feet) spacing.
 15. Loads must be levelled to prevent spills. All hitches, sideboards, etc., must be cleaned prior to leaving the gravel pit, stockpile or stock pen. Hauler to ensure tires, hitches, sideboards, truck numbering and license plates are reasonably clear of dirt and debris for safety and identification purposes.

16. Hauler to notify the County immediately upon discontinuing haul.
17. All gravel trucks to be identified with signage as per the Alberta Sand and Gravel Association Standardized Numbering System for gravel trucks or other truck identification system approved by the Supervisor of Public Works or designate. The signage will consist of lettering not less than 6” in height and will include a truck number on three sides of the truck and three sides of any trailer.
18. The Hauler shall ensure that all trucks involved in the haul have the Hauler name and phone number legible to the public.
19. Prior to any driver commencing hauling under this Agreement, a complete listing of trucks used on the haul complete with names and identifying numbers must be provided to the County.
20. Hours of operation for the truck haul shall be determined prior to signing of this agreement.
21. Road restoration requirements upon completion of the haul:
 - a. Restore ACP or Cold Mix surface breaks and damage, restore any failures and rutting in gravel surfaces, blading and re-gravel where required.
 - b. Restore dust controlled areas to pre-haul condition.
 - c. Re-shape shoulders and or road slopes that have been pushed out or damaged as a result of the haul.
22. The County and the Hauler will jointly inspect the roads before the start of the hauling operations and upon completion of the hauling operations. An Inspection Report, attached hereto as Schedule “B-3” will be completed to document both of the inspections. The report will document the road conditions and any damage prior to the hauling operations and after completion of the hauling operations. Promptly after the conclusion of all hauling operations, the Hauler will notify the County that hauling operations have concluded and request a post-haul inspection.
23. The list of Infractions and Penalties attached hereto as Schedule “B-4” forms part of this agreement.

I have read and agree to the terms of this Road Haul Agreement.

Hauler Company Name: _____

Hauler Representative Name: _____

Signature: _____

SCHEDULE "B-2"

Haul Route Map

SCHEDULE "B-3"

Road Haul Inspection Report

Date: _____, _____, _____ (Month, Day, Year)		Hauler:	
Haul Road Agreement (File No.): RU_10_00		Development Permit:	
Hauler Contact Person: (print name and sign)		County Contact Person: (print name and sign)	
Pre-Inspection	Post Inspection	Video Record:	Yes No
Road Condition			
Road Surface – Circle One: ACP \ Cold Mix \ Chloride Stabilized Gravel \ Gravel \ Unimproved			
Existing dust control:			
Drainage (centerline culverts, approaches):			
Required Signage:			

**SCHEDULE “B-4”
FOR ROAD HAUL AGREEMENT**

BETWEEN

LETHBRIDGE COUNTY
(the “County”)

and

(hereinafter referred to as “the Hauler”),

(Development Permit # _____)

HAUL AGREEMENTS
INFRACTIONS AND PENALTIES

NOTE: *These penalties are in addition to applicable fines under the applicable by-laws or provincial statutes. Also, a permit holder’s record of penalties may affect ability to obtain a subsequent Road Haul Agreement or Development Permit.*

The County will not tolerate non-compliance of any of the above conditions. The County shall be at liberty to immediately suspend the road haul operation if any of the conditions are breached.

INFRACTIONS	PENALTIES
Hauling outside designated Route without permission	<ul style="list-style-type: none"> - Immediate 1 day suspension of haul. - 2nd infraction – one week suspension. - 3rd infraction – one month suspension of Haul Agreement. - Removal of truck and driver from approved haul for first infraction.
Other Traffic Safety Act and Regulations Infractions	<ul style="list-style-type: none"> - Removal of truck and driver from haul for 24 hours for each infraction. - 2nd infraction for any driver – one day suspension of haul agreement



Policy 352 – Road Use - Schedule “C”

**Lethbridge County
Annual Commercial / Industrial / Agricultural Established Operation
Road Use Operating Permit**

The intent of the Commercial, Industrial, Agricultural Road Use Permit is to provide a means for established businesses to haul at 100% load during periods of annual road bans when the operation has a vested interest in the quality of the road 365 days per year and the annual banned load limit will cause undue hardship for the business requiring the banned road as the only access to their business

GRANTED TO: ROAD USER:

Applicant:	
Business Name	
Are you the Legal Landowner:	Yes / No
If no, please have the Legal Landowner sign this form below or give their legal consent by letter or email	
Signature of Legal Landowner: _____	
Address:	
Legal Land Description:	
Phone:	
Cell:	
Email:	
Roll #	
Nature of Business:	

Pursuant to Lethbridge County Policy 352, the Road Use Policy, the Road User hereby agrees that they, their employees and contractors will:

1. Utilize Lethbridge County roads in a safe manner which minimizes and prevents damage to the road structure.
2. Comply with all requirements of the Province of Alberta Commercial Vehicle Dimension and Weight Regulation.
3. Ensure that the loads placed on the trucks comply with the aforementioned Regulation.

4. Comply with seasonal Road Bans that, from time to time, are put in place by the County. Other than times when season bans are in place, the permitted business may haul at 100% load as defined in the Alberta Commercial Vehicle Dimension & Weight Regulation.
5. Consult Lethbridge County Public Works Department to determine when seasonal Road Bans are in place or lifted.
6. Cease all hauling on banned roads immediately upon request by the Director of Municipal Services or designate.
7. Permit Holder shall ensure that a valid copy of the Permit is maintained in each vehicle at all times and must be produced if requested; or, a current Bill of Lading showing a permitted business as the shipper or receiver must be presented if requested.
8. Any overweight fines imposed will be calculated from the annual ban limit as posted not the permitted ban limit under this policy.
9. The County will grant this permit by way of an authorization letter mailed as soon as practicable following validation.
10. The Director of Municipal Services may cancel the permit without notification should there be continual breeches of the terms as detailed in this policy.

ACKNOWLEDGEMENT:

The Permit Holder acknowledges that they have read this Agreement, including Road Use Policy 352, and understands and agrees to be bound by its Principles and Expectations.

Name (please print)

Position

Signature (please print)

Date

Internal Use Only

Date Permit Issued: _____

Permit Expiry Date: _____

Validated By: _____
(Name & Signature)

INFRACTIONS	PENALTIES
Failure to repair and maintain roadways and/or failure to provide adequate dust control in a reasonable time frame.	<ul style="list-style-type: none"> - 1st infraction – one day suspension of haul agreement. - 2nd infraction – 5 day suspension of haul agreement. - 3rd infraction – 1 month suspension of haul agreement. - 4th infraction – cancellation of haul agreement.
Missing or non visible/readable Truck Identifiers.	<ul style="list-style-type: none"> - One warning per truck and driver. - 2nd infraction – removal of truck and driver for one day from haul and one day suspension of haul agreement regardless of driver. - 3rd infraction – removal of truck and driver for one week and one week suspension of haul agreement regardless of driver
Truck movements before or after approved times or designated haul periods (Note: Trucks may not proceed to pit until hours of haul are in effect).	<ul style="list-style-type: none"> - 1st infraction – truck and driver suspended for 1 day and haul agreement suspended for 1 day. - 2nd infraction – truck and driver removed from haul and haul agreement suspended for one week. - 3rd infraction – haul agreement suspended for one month. - 4th infraction – haul agreement cancelled.
Failure to notify Supervisor of Public Works or designate of starting haul times for the day.	Immediate 3 day suspension of haul.
Failure to provide list of trucks to Supervisor of Public Works or designate prior to haul.	Immediate 3 day suspension of haul.
Failure to erect proper signage as specified in Haul Agreement.	Immediate 3 day suspension of haul.
Drivers not qualified, licensed or insured.	Immediate 3 day suspension of haul, driver removed from haul.

NOTE: *Road must be left in a condition which, in the opinion of the County, is equal to the condition prior to the commencement of the haul. Where a driver has been removed from a different haul in the County due to an infraction under that haul agreement, the driver is prohibited from hauling under this haul agreement without prior written approval from the County.*