

SCHEDULE "A" of POLICY E.6

As amended by Resolution # 310-14 on September 10, 2014.

MEMORANDUM OF AGREEMENT

Agreement

BETWEEN:

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124

Box 722

Slave Lake, AB

T0G 2A0

OF THE FIRST PART

AND

OF THE SECOND PART

(CONTRACTOR)

RE:

USE AND MAINTENANCE OF LOCAL ROADS

FOR HEAVY HAULING

MEMORANDUM OF AGREEMENT made this ____ day of _____, 20__.

Between:

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

AND

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the Municipality is a highway authority within the meaning of the Public Highways Development Act R.S.A. 2000 C. P-38, as amended;

AND WHEREAS pursuant to the Municipal Government Act, R.S.A. 2000 C. M-26, as amended, the Municipality has the direction, control and management of all roads within the Municipality which are not otherwise designated to be within the direct control and management of the Province of Alberta pursuant to the Public Highways Development Act;

AND WHEREAS the Municipality is responsible for the construction, maintenance and protection of roads within its boundaries which are not designated to be subject to the direction, control and management of the Province;

AND WHEREAS heavy or continuous traffic causes increased maintenance costs which the Municipality wishes to recover from these users of the roads, who are responsible for those costs;

Now therefore, in consideration of the mutual covenants and conditions set out herein, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Contractor is hereby permitted to utilize only those roads identified and designated on the Haul Road-Route Maps attached hereto as Schedule "A". No other roads under the direction, control or management of the Municipality shall be utilized.
2. Either Party may terminate this Agreement by serving on the other party a written Notice of Intent to do so which provides at least 24 hours-notice, in advance, of such termination. However, unless there is written agreement to the contrary, any such termination shall have the effect of terminating this Agreement as a whole, subject to the continuing obligation of the Contractor to repair and maintain, or pay for the repair and maintenance of, the haul route roads which, in the opinion of the Municipality, in its unfettered discretion, have been damaged prior to the termination of the Agreement. Further, the Contractor acknowledges and agrees that, upon termination of this Agreement, the Contractor shall have no further right to haul upon roads under the jurisdiction of the Municipality, unless there is a further agreement in writing, allowing the Contractor to do so.
3. The Contractor shall not assign or transfer his interest under this Agreement without first obtaining the written consent of the M.D.

4. The Contractor agrees that it is responsible for damage caused to the roads it utilizes, and that the Contractor will maintain and repair, or pay for the repair and maintenance of those roads. The permit holder shall contact the Director of Transportation and Infrastructure or his designate, prior to and upon completion of a haul (or terms of the agreement, as the case may be) so that a joint road inspection can be conducted. If repairs are, in the opinion of the Municipality, required, the Contractor will either carry out those repairs, or pay for the repairs, as may be required in accordance with Schedule B attached hereto. In the event that the Municipality carries out this work, the Municipality will attempt to advise the Contractor of the estimated costs of the work prior to carry out the work.
5. The Contractor shall provide the Municipality with heavy haul and log requests, an example of which is attached hereto as Schedule "C". The Municipality shall also provide the Contractor with a permit for hauling on identified and approved route loads prior to hauling such loads within the Municipality. The permit form is attached hereto as Schedule "D" to this Agreement.
6. The Contractor may only transport loads over roads within the Municipality, if:
 - a. Axel weights and load dimensions are consistent with the weights specified in the vehicle's certificate of registration, and are in accordance with the provisions of provincial and local regulations; or
 - b. A permit is obtained in the form attached hereto as Schedule "D", and all conditions and stipulations within the permit are complied with.

Notwithstanding the above; hauling loads over bridges where posted weight restrictions are exceeded is not permitted at any time.

7. At least seventy-two hours prior to the start of a haul, the Contractor will contact the Director of Transportation and Infrastructure, or his designate, at (780-849-4888), and advise of the haul, and the routes affected. The following fees will be applied and from time to time reviewed and established by Council:
 - i. A \$200.00 inspection fee to be paid to the Municipality for the inspection of the road ways prior to the start of a haul and a final inspection on completion of the haul; and
 - ii. A road maintenance security deposit in the amount of \$15,000.00, minimum, which amount shall be paid to the Municipality in the form of cash, certified cheque, or in the alternative, a letter of credit or bond which is in a form satisfactory to the Municipality. Upon satisfactory inspection at the completion of the haul, or term of the Agreement, the security deposit, less the cost of roadway repairs that are deemed necessary by the Municipality, in its discretion, shall be refunded to the Contractor.
8. An Overweight Permit will be required if the Contractor wishes to travel on municipal roads with vehicles which **exceed the axel loading or gross weight established by the provincial government, or the Municipality**. Until such time that the Overweight Permit has been obtained, the Contractor will not travel on municipal roads with such vehicles. Once the Overweight Permit is issued the Contractor may only travel on roads as are approved by the Director of Transportation and Infrastructure, as provided for in the permit, and such conditions as are stated in the permit, including acceptable axel loading and gross weights. In accordance with Municipal Policy E-6, the Municipality may require an Agreement for single and multiple trips for hauling on local roads which have municipal weight limits established or where continuous haul may affect the integrity of the road. The inspection fee and road maintenance deposit, as stated in item 5, shall apply;
9. During Spring Road Ban, the Municipality may allow a haul of 90% of the weight specified in the vehicles certification of registration. Such hauls may only be conducted after notification by the Contractor of their intent to haul on banned roads and written approval from the Municipality. An Overweight Permit for the haul will be issued by the Municipality.
10. Haul roads will be inspected by the Municipality on a regular basis. Any additional maintenance required will be undertaken, at the Contractors expense, in accordance with Schedule B attached hereto.

11. The Municipality will endeavour to provide a level of maintenance for gravel serviced roads consistent with municipal policy E-10, and E-15 (winter road maintenance). Generally:
 - a. The Municipality will carry out regular scheduled gravel road maintenance every six working days. The Contractor will be required to carry out additional maintenance when conditions warrant to ensure the roadway surface are maintained at acceptable traffic safety standard as determined by the Director of Transportation and Infrastructure.
 - b. Snow control will be carried out by the Municipality on a priority scheduled as per Municipal Policy E-15. The Contractor will be required, at their cost, to carry out snow plowing if the Municipality's equipment is not available and they wish to maintain their hauling schedule.
 - c. Ice control operations will be carried out by the Municipality when conditions warrant and will be based on normal traffic volumes. The Contractor will be required to carry out additional ice control if their operations results in unsafe traffic conditions due to increased traffic volumes.
 - d. During inclement and adverse weather conditions, hauls may be ordered to be stopped if, in the opinion of the Municipality, they adversely affect roadway integrity or the general safety of the public traveling on the route. Hauls may not be resumed until conditions have improved and/or the Director of Transportation and Infrastructure, or his designate, approves commencement of the haul.
12. If a route deteriorates and considerable damage may or could result, the Director of Transportation and Infrastructure, or his designate, may implement a weight restriction on the haul road or any other roads under Municipal jurisdiction.
13. At the discretion and direction of the Director of Transportation and Infrastructure, or his designate, the Contractor may be required to provide dust control treatment in a consistent and adequate manner as per Municipal Dust Control Policy E-1. Application may be required on curves, hills, intersection or for a length of 100m in front of residences or school bus stops. This procedure will be used to maintain road safety for those persons living near said roads.
14. Application must be made for permanent or temporary approaches off any local road. Construction must conform to the specifications of the Municipality. All requests for access must be submitted two weeks in advance using the Municipality's "Request for Access Form", Application forms are to be addressed to:

Municipal District No. 124
Box 722 Slave Lake, AB T0G 2A0
ATTN: Director of Transportation and Infrastructure
15. Vehicles must observe posted speed limits. The limit on Municipal gravel roads is 80km/hr. All loaded hauling units shall travel at a maximum speed of 60 km/hour when travelling on municipal roadways. Empty hauling units shall slow to 60 km/h when meeting traffic.
16. If requested, weight scale information must be made available by the Contractor to the Municipality for audit purposes. This may include gross vehicle and axle weights.
17. A copy of the Overweight Permit as per Schedule "D" must be available for inspection in all vehicles operating under the Permit.
18. Where haul routes conflict with school bus traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage and/or the supply of radio communication, to allow for truck to bus communication, may be required when designated by the Municipality.
19. The use of engine retarder brakes are not permitted on roadways within the boundaries of any Municipal Hamlets.

20. The Contractor may be required to erect suitable signs and devices as per Canadian Uniform Traffic Control Device Guidelines, so as to ensure safe use of the roads. They shall be installed at such places and in such numbers as directed by the Municipality or its agents, including:
 - a. Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Director of Transportation and Infrastructure, or his designate.
21. The Municipality reserves the right to cancel any permit or approval, or this Agreement, within twenty-four hours, by written notice, for failure to follow any term or condition listed herein or in a permit. In the event of such a cancellation, the Contractors obligation to maintain and repair roads or pay for the same, shall service such cancellation.
22. This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations. All motor transport regulations and specifications shall be adhered to.
23. This approval applies to Municipal District of Lesser Slave River No. 124 roadways only. The applicant is responsible for any additional approvals for roads not under the jurisdiction of the Municipality. Neither Primary nor Secondary Highways are currently under municipal jurisdiction.
24. This Agreement shall come into force and effect on the day of signing and remain in effect until _____, 20__.

IN WITNESS WHERE OF the Municipal District of Lesser Slave Rive No. 124 has signed this Agreement this

_____ day of _____, 20__.

Signature: _____

Director of Transportation and Infrastructure

Witness

Print: _____

IN WITNESS WHERE OF the Contractor has signed this Agreement this _____ day of

_____, 20__.

Signature: _____

Witness

Print: _____

**Schedule "A"
Haul Route Map**

Sample Agreement

Schedule "B"
Municipal Supplied Equipment
Maintenance Contract

AGREEMENT made on this _____ day of _____, 20__
BETWEEN

MUNICIPAL DISTRICT OF LESSER SLAVE RIVER No. 124
(hereinafter called the Municipality)

-AND-

(hereinafter called the CONTRACTOR)

WHEREAS, the Contractor requires the Municipality to carry out road maintenance on haul roads;

NOW, THEREFORE, the Municipality and the Contractor, for the consideration hereinafter named, agree as follows:

1. The Municipality agrees to supply the equipment and operators for road maintenance which shall be undertaken at the discretion of the Municipality and only after notification of such to the Contractor.
2. The Contractor hereby agrees to pay current Alberta Road Builders & Heavy Construction Association rates for the use of any municipal trucks or equipment used to maintain or repair any roads related to this agreement. Costs for gravel will be based on an average of material cost charged by various local contractors within the Municipal District of Lesser Slave River No. 124.
3. Should this Agreement be terminated, by serving on the other party a written Notice of Intent to do so, which provides at least 24 hours-notice of such termination, there is still the continuing obligation of the Contractor to repair and maintain, or pay for the repair and maintenance of, the haul route roads which, in the opinion of the Municipality, have been damaged prior to the termination of the Agreement. Further, the Contractor acknowledges and agrees that, upon termination of this Agreement, the Contractor shall have no further right to haul upon roads under the jurisdiction of the Municipality, unless there is a further agreement in writing, allowing the Contractor to do so.
4. The Contractor shall not assign or transfer his interest under this Agreement without first obtaining the written consent of the M.D.
5. The Municipality shall have the right to refuse to repair or maintain a roadway that in the opinion of the grader operator may be hazardous, or repair or maintenance of other roads have a higher priority. In such an event, the Contractor shall be responsible for the repair and maintenance of its haul roads through its own forces and equipment, under the direction of the Municipality to municipal standards.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto. It is understood and agreed that the conditions set forth shall form part of the Road Use Agreement.

Signature: _____

Date: _____

Print Name: _____

Phone: _____

Witness: _____

Date: _____

Print Name: _____

Schedule "C" Heavy Haul Request

Applicant Information

Contractor Name: _____ Date: _____

Address: _____
Street/PO Box City/Prov Postal Code

Contact Person: _____ Phone: _____

Origin of Product: _____

**If more than one location show volume directly on map.*

Destination of Product: _____
Legal Description

Indicate the following:

Overhang _____ m Bunk Width _____ m Number of Loads _____

Volume _____ m Other _____ Other _____

Summer Weight _____ Winter Weight _____

Indicate number of trucks for each type of configuration

| | | |
|---------------------------|-------------------------|---------------------------|
| _____ 5 Axle Pole Trailer | _____ Single Axle Jeeps | _____ Tandem Axle Trailer |
| _____ Tandem Axle Trucks | _____ Super "B" | _____ Tridem |

Additional Comments: _____

- Submission to local road authorities must be made for temporary access development permits.
- Route approval through other counties, towns, villages or private lands must be obtained prior to obtaining permit.
- Contractor must erect and remove appropriate signs as requested.

Approved By:

Name: _____ Date: _____

Signature: _____

For Office Use

Director of Transportation and Infrastructure Signature

Date



Lesser Size

**Schedule "D"
PERMIT**

**TRANSPORTATION AND INFRASTRUCTURE
ROAD WEIGHTS CONTROL
SPECIAL PERMIT**

DATE: _____

PERMIT NO: _____

COMPANY: _____

HAULERS: _____

CONTACT PERSON: _____ **PHONE:** _____

ORIGIN OF PRODUCT: _____
Legal Description

DESTINATION OF PRODUCT: _____
Legal Description

Route Travelled: _____

Number of Trucks: _____

Remarks: _____

Approved By:

Name: _____

Date: _____

Signature: _____