

RED DEER COUNTY

TITLE: USE OF ROADS DURING ROAD BANS

Category: Operations Services

Policy Procedure _____
Bylaw _____ Guideline _____

No. 7.011

AUTHORITY: CC-13-065

DATE: March 26, 2013

REPLACES: CC-06-030
CC-02-024

DATE: January 24, 2006
January 22, 2002

Further References:

PURPOSE

To provide regulations for use and protection of Red Deer County roads during periods of Road Ban.

GUIDELINES/SCOPE

For consideration of the transport of **100 percent of legal loads** on any Red Deer County road during the time of Road Ban, the following will apply:

1. Prior to the move occurring, an application is to be made to the County that, if approved, will require the applicant to enter into a Road Use Agreement allowing for the use of said roads during the time of Road Ban.
2. Subject to the discretion of the County, said application may or may not be granted dependent on the condition of the respective roads at time of application. In addition, if said application is granted, conditions may be applied at the discretion of the County.
3. At the discretion of the County, the applicant may be required to provide a security for a Road Bond as set by Red Deer County Fee Bylaw, prior to the move occurring.
4. Upon execution of the agreement and receipt of any required security, the applicant will be provided approval for the road use, subject to any conditions noted in the agreement.



ROAD USE AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN RED DEER COUNTY and

COMPANY NAME	CONTACT	PHONE NUMBER

MOVE/HAUL INFORMATION	FROM	TO	
ROUTE		PRODUCT BEING HAULED	# OF LOADS

CONDITIONS OF THIS AGREEMENT INCLUDE:

1. The maximum weight or dimensional allowance for such movement shall not exceed the axle weight or dimensional allowances as set out by all pertinent provincial or municipal legislation.
2. This agreement will not be valid on roads and highways that are subject to a road ban or on bridges that are subject to a restricted weight limit, unless the Carrier complies with all axle weight restrictions or maximum weight allowances which apply to the affected roads, highways or bridges.
3. The applicant is responsible for dust suppression on all gravel surfaced roads that are being used under this agreement.
4. Grader maintenance will also be undertaken by the applicant while the haul is in progress. This grader maintenance shall keep the road surface in the same or better condition as it was prior to the haul commencing.
5. Road damages will be at the sole expense of the agreement holder.
6. Road repairs will be undertaken to Red Deer County's satisfaction. The haul route shall be evaluated by the County upon completion of the haul to determine all areas which require repair. If re-gravelling is required, the rate at which these areas will be graveled will be determined by Red Deer County.
7. This agreement extends to any and all County roads on which water trucks operate on behalf of the applicant.
8. The applicant understands and agrees that all vehicles operated by and on behalf of the applicant under the agreement are subject to routine inspections by Red Deer County to ensure compliance with the conditions of this agreement.
9. This agreement is subject to the applicant, or any Carrier operating on behalf of the applicant, obtaining a County Transit Permit and complying with any restrictions, regulations or conditions imposed by the Province of Alberta or Red Deer County.

OTHER CONDITIONS INCLUDE:

- Agreement must be carried in all vehicles pertaining to this haul.
- Truck turning signs need to be erected 200 metres or a suitable site distance from the entrance of the work area in either direction.
- Contravention consisting of hauling over the weight restriction as stated in this agreement will result in this agreement becoming Null and Void. The actual weight restrictions will be in effect.
- Red Deer County requires **72 hours' (three business days')** notice prior to haul.

SPECIAL NOTES:	

BONDING REQUIREMENTS – IF APPLICABLE

The applicant agrees to provide a Bond in the minimum amount of \$25,000, or \$10,000 per mile (or part thereof) for movement on gravel roads; or a minimum \$50,000 per mile (or part thereof) for movement on paved, oiled, or chip seal roads, to cover any movement made subject to a Transit Permit issued by Roadata Services under this Agreement.

BOND AMOUNT REQUIRED \$ _____

Agreement Holder Signature _____

County Rep. Signature _____