

	<h2>Municipality of Crowsnest Pass Policy</h2>
<p>Policy No.: Policy Title: Approval Date: Supersedes Policy: Department:</p>	<p>2303-01 Road Use Agreement May 9, 2023 N/A Transportation</p>

1.0 POLICY PURPOSE

The Municipality has adopted a Road Use Agreement for the specific purpose of protecting streets and roads owned/maintained by the Municipality. The road infrastructure in the Municipality is intended for public use. The Municipality recognizes that commercial businesses and industry rely on the road infrastructure to carry out day to day business. There are times, however, when the demands placed on the infrastructure by truck and/or equipment exceed the intended capacity and cause damage. This damage to the infrastructure can cause un-safe and unusable conditions requiring extensive maintenance and/or replacement. The goal of the following policy is to preserve the road infrastructure by reducing damages, which minimizes maintenances funded publicly and provide safe roads for all users. This policy’s purpose is to define the conditions under which the Road Use Agreement will be implemented.

2.0 DEFINITIONS

“Agreement” means the road use agreement.

“Business Days” means Monday, Tuesday, Wednesday, Thursday and Friday unless they fall on a Statutory Holiday.

“Company” means a commercial, industrial, exploratory, etc. business and for the purpose of this policy can be 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.

“Inspection” means Haul Routes will be inspected before, during the course of and after the haul or move as per Schedule “B” of this agreement. Fees to be charged as per Fees, Rates and Charges Bylaw.

“Legal Loads” means:

- a) The maximum gross weight that may be borne by a tire, an axle, an axle group or any of them; or
- b) 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.

“Municipality” or “Municipal” means the corporation of the Municipality of Crowsnest Pass located in the Province of Alberta.

“Road” means a road under the direction, control and management of the Municipality, including:

- a) a developed road on which improvements such as grading or surfacing have been made for the purpose of public access and includes any fixtures, and includes a bridge forming part of a public road and any structure incidental to a public road;
- b) an undeveloped surveyed road allowance or road plan.

“Securities” means a dollar amount levied as a measure of insurance that any work which may be required as a result of the haul or move will not be the burden of the Municipal tax base.

3.0 POLICY STATEMENTS

All multi axle vehicles using Municipal owned/maintained roads for the purpose of hauling and moving large equipment shall enter into Road Use Agreement with the Municipality.

The Municipality has established a fee for the administering of an agreement as well as road inspections. In addition, the Municipality may require Securities be provided before entering into an Agreement.

3.1 Responsibilities

- a) Municipal Council to:
 - i. Approve by resolution this policy and any amendments.
 - ii. Consider the allocation of resources for successful implementation of this policy in the annual budget process.
- b) Chief Administrative Officer to:
 - i. Implement this policy and approve procedures.
 - ii. Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.
- c) Director of the Department to:
 - i. Ensure implementation of this policy and procedure.
 - ii. Ensure that this policy and procedure is reviewed every three years.
 - iii. Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.

3.2 Transportation Department

- a) The Transportation Manager is responsible for coordinating and creating the Agreement with the Company. Creation of the Agreement includes determining the best route, conditions to be met including speeds and hours of use, any restrictions, as well as the assessment of securities.
- b) The Transportation Manager or delegate will conduct road inspections on behalf of the Municipality.

3.3 Restrictions

a) **Road Ban - Time Year**

The Manager of Transportation may declare a seasonal ban during Spring thaw typically from May 1 to June 30, maximum allowable axle load is 75%.

b) **Road Ban - Weather**

During times of heavy rain temporary restrictions of 50% of Legal Loads will be applied to all Agreements in place.

3.4 Inspections

a) **Pre – Inspection**

Before commencement of any Agreement, a Pre-Inspection will be conducted by the Manager of Transportation or designate (Inspector). The Inspector will drive the route while inspecting the overall road surface condition, culverts, approaches, signage and factoring weather conditions and any applicable road bans. Following the inspection, the Municipality will determine if any restrictions apply and through the Agreement notify the Company. Any inspection fees, as per Fees, Rates and Charges Bylaw, incurred will be payable by the Company.

b) **Post - Inspection**

Prior to completion of the Agreement, the Inspector will drive the route for the final time to ensure the overall road surface condition is good, culverts are not damaged, approaches and signage are undamaged. Should deficiencies be found, notification will be provided to the Company by email for rectification within an agreed upon timeline. Following satisfactory inspection, the Agreement will be terminated. Any inspection fees, as per Fees, Rates and Charges Bylaw, incurred will be payable by the Company.

3.5 Fees

- a) Creation of a Road Use Agreement will come at the cost outlined in the Municipal Fees, Rates and Charges Bylaw. This cost includes the admin fees as well as a pre and post inspection. Any additional road inspections will come at a cost, also outlined in the Municipal Fees, Rates and Charges Bylaw.

3.6 Securities

- a) In order to protect Municipal infrastructure, and ensure damages are not the burden of the Municipal tax base, an amount of money in the form of irrevocable letter of credit or certified cheque may be required to be provided up front before execution of the Agreement. Should, upon completion of the Post-Inspection, there be no required outstanding repairs, the securities will be refunded in full.

MUNICIPALITY OF CROWSNEST PASS

Blain Painter
Mayor

May 9, 2023
Date

Bly *per*
Chief Administrative Officer

May 10, 2023
Date

Schedule A - Haul Routes

Community	Date	Road Segment	From Road	To Road	Gross Weight of Truck and Material	Material, Product in Transport

Schedule B - Inspections

User Company Name	Date	Road Segment	From Road	To Road	Pre-inspection Date	Post inspection Date