



# POLICY

## Road Protection/Maintenance Agreement and Authorization Policy

4A.003

**Section:** 4.0 Infrastructure Services  
- A. Roads

**Authority:** General Manager of Infrastructure Services

### Statement

It shall be the policy of the Municipal District of Bonnyville (M.D.) that municipal roads are to be protected from damage and/or abuse by commercial and industrial users.

### Purpose

This policy allows for the use of roads within the M.D. through the implementation of Road Maintenance Agreements.

### Policy

- (1) Heavy equipment or frequent users shall be required to obtain either a short-term and/or annual road protection agreement with the M.D. for local and secondary roads.
- (2) Damages to roads shall be assessed by the General Manager of Infrastructure Services or his designate in consultation with a representative of the respective agreement holder prior to any repairs being undertaken.
- (3) The authority to negotiate and approve these agreements is delegated to the General Manager of Infrastructure Services or his/her designate.

### Policy Review

Within five (5) years from date adopted / amended / reviewed.

### For administrative use only:

<b>Previous Policy Number:</b> (prior to July 24, 2019)	30.32.03
<b>Related Documentation:</b> (plans, bylaws, policies, procedures, etc.)	Attachment A: M.D. Safety Instructions for Truck Owners/Operators Attachment B: M.D. Safety Instructions for Truck Owners/Operators on Contractual Jobs Attachment C: M.D. Road Maintenance Agreement

*Date Adopted:* March 25, 1993

*Resolution No:* 93.119

*Date Amended<sub>(02)</sub>:* January 13, 2016

*Resolution No:* 16.009



# Road Protection/Maintenance Agreement and Authorization Policy: ATTACHMENT A

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4A.003

## Municipal District of Bonnyville Safety Instructions for Truck Owner/Operators

### General Instructions

- (1) All truck owners/operators shall ensure that their equipment meets all operational and maintenance requirements under the following:
  - (a) Motor Vehicle Administration Act;
  - (b) Highway Traffic Act;
  - (c) Occupational Health and Safety Act;
  - (d) Motor Transport Act;
  - (e) National Safety Code Standards;
  - (f) All other relevant legislation.
  
- (2) All truck owners must have a valid Short-Term and/or Annual Road Protection Agreement(s) placed within the equipment.



# Road Protection/Maintenance Agreement and Authorization Policy: ATTACHMENT B

4A.003

## Municipal District of Bonnyville (M.D.) Safety Instructions for Truck Owners/Operators on M.D. Contractual Jobs

### General Instructions

- (1) All truck owners/operators shall ensure that their equipment meets all operational and maintenance requirements under the following:
  - (a) Motor Vehicle Administration Act;
  - (b) Highway Traffic Act;
  - (c) Occupational Health and Safety Act;
  - (d) Motor Transport Act;
  - (e) National Safety Code Standards;
  - (f) all other relevant legislation.
- (2) All truckers must comply with all company safety policies and procedures.
- (3) Any personal injuries, property damage, hazards and near miss accidents must be reported immediately to the contractor's superintendent or worksite representative who then shall inform the Public Works Supervisor of the M.D.
- (4) Truck operators are to be in a safe position while truck is being loaded.
- (5) Tailgates must be properly fitted when closed to avoid spillage.
- (6) All trucks are to be loaded in a manner to prevent spillage while travelling.
- (7) All trucks must travel on designated haul roads.
- (8) All posted speed limits and traffic control procedures must be strictly adhered to.
- (9) No passing within the pit or stockpile areas.
- (10) When travelling on designated haul roads, passing is permitted only when safe to do so "No Passing" zones may be designated by the contractor's superintendent or the M.D. General Manager of Infrastructure.
- (11) During hauling operations, a safe distance must be maintained between trucks.
- (12) Trucks shall not be operated in a reckless or careless manner.
- (13) Exercise care and attention when working in the vicinity of overhead powerlines.
- (14) Trucks must be fully stopped when manually controlled end gates are being closed.
- (15) No work shall be performed under a raised truck box or cab until they have been securely blocked.
- (16) Remove any rocks that are wedged between dual wheels.
- (17) After loading or dumping the operator must remove any loose material from the equipment.



## Road Protection/Maintenance Agreement and Authorization Policy: ATTACHMENT B

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- (18) All trucks are to be equipped with a functional automatic back-up alarm system to adequately warn workers who are directly in or could be in the path of the vehicle while it is backing up.
- (19) Truck operators are to use extreme caution while driving on School Bus routes.
- (20) Failure to comply with these safety instructions could be grounds for dismissal.



# Road Protection/Maintenance Agreement and Authorization Policy: ATTACHMENT C

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4A.003

## Municipal District of Bonnyville Road Maintenance Agreement



## ROAD PROTECTION/MAINTENANCE AGREEMENT

MEMORANDUM OF AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20.

**The Municipal District of Bonnyville No. 87,**  
A Municipal Corporation in the Province of Alberta  
(Hereinafter known as "the Municipality")

And

\_\_\_\_\_  
(Hereinafter known as "the Heavy Hauler")

**WHEREAS** the Heavy Hauler requires the use of (the "Roads"), from \_\_\_\_\_ in order to carry out its operations (the "Use");

**AND WHEREAS** the Municipality agrees to allow the Heavy Hauler to make Use of the Roads in consideration of the Heavy Hauler assuming certain responsibilities and obligations relating thereto as set out in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSTH** that, in consideration of the terms and conditions hereinafter specified, the parties agree as follows:

### 1. TERM

The term of this Agreement commences on \_\_\_\_ day of \_\_\_\_\_ 20 , unless terminated earlier by either party in accordance with the terms of this Agreement.

The Heavy Hauler further specifically acknowledges and agrees that any failure on its part to strictly adhere to the terms and conditions of this Agreement shall constitute good and sufficient grounds for the Municipality to terminate this Agreement without providing the Heavy Hauler with prior notice of intention to terminate this Agreement.

### 2. CONDITIONS OF USE

At all times the Heavy Hauler shall operate in accordance with all Federal, Provincial and Municipal legislation, regulations, bylaws, approvals, licenses or certificates as such may affect or impact the Use or the Roads from time to time.

The Heavy Hauler specifically acknowledges and agrees that it is responsible to:

- Pay for maintenance of the Roads in a safe and passable state of repair for all commercial, industrial, passenger and recreational vehicles at all times during the term of this Agreement including but not limited to the cost of repairing oil or asphalt deterioration, gravel loss, rutting, Damage to Road shoulders, culverts, signs or bridges, and damage to native grass or erosion on undeveloped Road allowances;
- Pay for resurfacing or re-gravelling, as the case may be, of the Roads is required and deemed necessary by the Municipality in the sole discretion of the Municipality's Director of Public Works or his/her designate;
- Provide or pay for appropriate dust suppression on the Roads when and if such dust suppression of the Roads is required and deemed necessary by the Municipality's Director of Public Works or his/her designate.

The parties hereto mutually agree at all times during the term of this Agreement, the Roads shall remain available for public use.

**IN WITNESS WHEREOF** the parties have hereunto caused their respective signatures to be affixed through their respective agents in that regard.

MUNICIPAL DISTRICT OF BONNYVILLE NO 87

HEAVY HAULER

Per \_\_\_\_\_

Per \_\_\_\_\_

Phone#: 780-826-3951

Fax #: 780-826-5064

Print \_\_\_\_\_

Phone # \_\_\_\_\_