

Title: Road Use Agreements – Policy & Procedure

Policy No: 4008

Effective Date: January 26, 2016

Motion Number: 16.01.28

Supersedes Policy No: PW 21



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

“A Great Place to Live, Work and Play”

Purpose: To establish guidelines and procedures for road use by individuals or companies having extensive or continuous haul projects throughout Greenview.

POLICY

1. To allow individuals or companies the opportunity to use Greenview’s roads for the purpose of hauling equipment, materials or loads throughout Greenview.

PROCEDURE

1. Applicants must complete a Road Data Services Move Sheet (Permit) for each move.
2. Individuals or companies having extensive or continuous haul projects must obtain the prior approval of the Manager of Operations and enter into a Road Use Agreement with Greenview.
3. Prior to and upon completion of the haul, Roads Supervisors (East/West), or their designate, may hold an on-site inspection to ensure the conditions as outlined in the Road Use Agreement have been adhered to.
4. Staff will attempt to take photographs of all inspection findings.
5. Any requests which may be deemed unusual by the Manager of Operations shall be brought to Council for approval.
6. Roads Supervisors (East/West) shall report all road damages to the Manager of Operations.
7. The Manager of Operations shall inform Council of any road damage charges prior to invoicing.

APPENDIX

1. Copy of Greenview Road Use Agreement (form)
2. Copy of RoaData General Agreement To Provide Service
3. Copy of RoaData Schedule of Service 1
4. Copy of RoaData Schedule of Service 6
5. Various Permit Application Forms available through RoaData

GREENVIEW: ROAD USE AGREEMENT



Company Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Contact Person: _____ Position: _____

Phone (office): _____ Cell: _____ Fax: _____

E-mail Address: _____

I hereby acknowledge I am able to act on behalf of the Company noted above and request approval for this Company or its agents to request blanket use of Greenview's roads. By signing this agreement the Company accepts the following conditions:

1. This agreement will be in effect from the date of authorization until terminated by either party. This agreement is binding upon successors and assignees, subject to notification of any changes.
2. Use legal weights only, and notify the Roadata Services Ltd. of any overload/over dimensional loads prior to hauling. In the event that permission is requested for overload weights during Road Ban Season, application may be made to post a security bond. Pictures will be required as well as a pre and post haul inspection. Please contact Greenview to arrange for inspection dates.
3. Any damages or excess maintenance requirements caused by trucks or equipment operating under this agreement are the responsibility of the applicant. This may include but is not limited to snow plowing, dust control, grading and re-gravelling. This will be at Greenview's discretion.
4. Greenview will manage the necessary maintenance and invoice the applicant if necessary.
5. The applicant agrees to reimburse Greenview for any work deemed necessary for safe public passage as a result of this activity.
6. The applicant is to obtain all required approvals from Alberta Transportation regarding use of the Provincial Highway System. Greenview is to be advised of major hauls or any movement of equipment on its roadways by way of obtaining a permit through Roadata Services Ltd. at 1-888-830-7623.
7. Roadata Services Ltd. is to be advised of completion of above hauls.
8. The applicant may request a joint inspection prior to and upon completion of each haul or at intervals during hauls to assess damages or maintenance requirements.
9. Greenview is not responsible for any injury, loss or damages sustained by you, your employees or agents as a result of this activity.
10. It is the responsibility of the driver/operator to contact Alberta Transportation, Alberta Environment and Parks, the Natural Resources Conservation Board, or any other agencies, to obtain any necessary approvals.
11. All road use privileges may be suspended until such time as operations are in compliance with the above- noted conditions.

Name: _____ Signature: _____ Date: _____

RETURN COMPLETED FORM TO Roadata Services: Fax: 403-341-7467 or by E-mail: Permits@RoaData.com

Office Use Only

Accepted By: _____

Gord Meaney
Manager of Operations

Effective Date: _____

Agreement Number: _____

Attached Conditions To Be Followed: YES NO



“SCHEDULE OF SERVICE - 1”

TRAVIS DATA MAINTENANCE SERVICES

FORMS PART OF AGREEMENT NUMBER: MD16-05-12-2010

with

MUNICIPAL DISTRICT OF GREENVIEW

(Hereinafter called the MUNICIPALITY)

Roadata Services Ltd. (RDS) agrees to provide the MUNICIPALITY with Services to maintain all aspects of the operation of the Provincial Transportation Routing and Vehicle information System (TRAVIS). This schedule will assist in defining the parameters of the service to ensue there is a clear understanding of the service to be provided. This schedule of Service forms part of the “General Agreement” and all guidelines listed on the original Agreement still apply along with the following additions:

1. The Provincial Permit system is known as the “Transportation Routing and Vehicle Information System” hereafter will be referred to as TRAVIS. References may be made to “TRAVIS”, “TRAVIS MJ” or “TRAVIS Web” that identify the same system.

2. RDS Agrees to maintain all information, restriction data, permit rules, permit conditions and other administrative functions needed to maintain the PROVINCIAL Transportation Vehicle Information and Routing System (TRAVIS) on behalf of the MUNICIPALITY.

3. The MUNICIPALITY will recognize the agreement with RDS and produce a “Letter of Authorization” that will be provided to TRAVIS management staff. This letter will recognize the Agreement between the MUNICIPALITY and RDS to provide ALL services related to maintenance and updating of DATA into the TRAVIS System. The MUNICIPALITY also agrees that RDS will be designated as the contact for TRAVIS Management and Administration staff and that RDS is authorized to make any and all changes on behalf of the MUNICIPALITY.

4. The MUNICIPALITY will provide any GIS map data in electronic format at no cost to RDS a minimum of once per calendar year. This data should include:
 - All Roadway network line work indicating:
 - Roadway surfaces
 - Truck Routes (if applicable)
 - Roadway names

- Bridge locations w/ file numbers
 - Roadway width (if known)
 - Dust Control Segments (if Known)
 - Weight or Dimension restricted bridges
 - Location of residences
 - Location of all Industrial Parks
5. The MUNICIPALITY agrees to provide any and all data that may impact the movement of heavy vehicles (over 11,794 kg gross weight) on roadways under the control of the MUNICIPALITY. This will include (but is not limited to):
- Road Bans
 - Construction
 - Weight Restrictions
 - Dimension Restrictions
 - Weather Related Restrictions
 - Preferred Routes
 - Oil Company Approved Routes
 - Road Bonds
 - Road Use Agreements
 - Any other activity that may impact the movement of Heavy Vehicles
6. The MUNICIPALITY agrees to provide all information and data to RDS in a timely manner. A reasonable amount of time must be provided to allow for translation and implementation of the data into any system as required.
7. The MUNICIPALITY recognizes that RDS may have limitations that will either delay implementation or make implementation of any rule or data impossible. These may be limitations imposed by the TRAVIS system or other outside source. The MUNICIPALITY will not hold RDS liable for any issue that may result that is directly related to the implementation, or lack thereof.
8. The MUNICIPALITY will indemnify RDS for any occurrence as a result of any individual or Company misrepresenting any information requested by RDS.
9. RDS may adjust regular operating hours from time to time during periods around statutory holidays. These adjustments will be made in relation to historic permit volume data and will endure to provide similar levels of service at all time.
10. The MUNICIPALITY agrees to provide RDS with written notification when any significant change in the process RDS is to follow on behalf of the MUNICIPALITY and there may be up to a 7 day notification period PRIOR to implementation.
11. RDS will provide this service to the MUNICIPALITY for a fee based on the MUNICIPAL FEE SCHEDULE (Schedule 6)

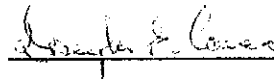
Signed in the City or Town of Vallejos on this 6TH day in the month of March in the year 2012.

RDS



Bruce Olson
General Manager
For:
Roadata Services Ltd.

MUNICIPALITY



Print Name: Douglas E. Clark
Position: Chief Administrative Officer
for:
Municipal District of Greenview



RE: Letter of Understanding – General Agreement to Provide Services

Thank you for the opportunity to provide Services on behalf of Municipal District of Greenview. This letter is to define the parameters of the service to ensue there is a clear understanding of the service to be provided.

GENERAL AGREEMENT TO PROVIDE SERVICES

Between:

MUNICIPAL DISTRICT OF GREENVIEW
(Hereinafter called the MUNICIPALITY)

and

Roadata Services Ltd.
(Hereinafter called RDS)

AGREEMENT NUMBER: MD8-06-12-2010

1. RDS will provide these services on behalf of the MUNICIPALITY and is authorized to collect any administration fee from any individual or company making application for approval or services offered or coordinated by RDS if deemed necessary as part of any service provided on behalf of the MUNICIPALITY and / or RDS.
2. RDS agrees to provide these services within the limits defined, in writing, or by documents and / or policy provided by the MUNICIPALITY.
3. The MUNICIPALITY agrees to provide RDS with any detailed information related to or required to effectively deliver services on behalf of the MUNICIPALITY in a timely manner and will indemnify RDS for any occurrence resulting from failure to provide said information.
4. The MUNICIPALITY will not enter into any other agreement that will allow any other agency, individual or Company to provide services as described in this document or any SCHEDULE OF SERVICE that forms part of this agreement.
5. The MUNICIPALITY agrees to hold all information regarding fees, terms of contract or any Schedule of Service under this contract as confidential and will not provide any details regarding this contract to any outside party, individual, company or level of Government without the expressed written consent of RDS for the duration of this agreement.

GENERAL AGREEMENT TO PROVIDE SERVICES

6. The MUNICIPALITY agrees to allow RDS to limit service(s) to any individual or Company or their agents that may have defaulted in payment for ANY previous services provided by RDS to the same individual, Company or Agent.
7. RDS agrees to limit or modify service(s) to any individual, Company or Agent as directed by the MUNICIPALITY. The MUNICIPALITY must provide, in writing, details of the requested limitation to be implemented by RDS.
8. The MUNICIPALITY shall allow RDS to collect any information required from any individual or Company as it relates directly to the service RDS is providing on behalf of the MUNICIPALITY.
9. The MUNICIPALITY must provide RDS with any information related to complaints received from individuals or Companies regarding services provided by RDS or the delivery of services on behalf of the MUNICIPALITY.
10. The MUNICIPALITY agrees to provide ALL information that may be required to deliver the service on behalf of the MUNICIPALITY at no charge to RDS.
11. The MUNICIPALITY acknowledges that RDS may be required to charge a fee to any individual or Company for the administration cost associated with the process of providing the service. Any fee charged by RDS will be disclosed to the MUNICIPALITY.
12. The MUNICIPALITY recognizes there may be some services where fees are collected on behalf of the MUNICIPALITY and RDS may retain a portion of the fee for administrative cost. Any service RDS provides where this is required will require a separate "SCHEDULE OF SERVICE" where these fees will be referenced.
13. Where required, RDS agrees to provide the MUNICIPALITY, and staff designated by the MUNICIPALITY, information required to confirm any individual or Company has obtained services from RDS on behalf of the MUNICIPALITY. RDS will provide this information by fax, or other electronic means.
14. The MUNICIPALITY recognizes that RDS transmits and delivers most information electronically and also utilizes systems, such as TRAVIS, that RDS has no control regarding reliability. RDS will not be held responsible related to any function RDS cannot control.
15. The MUNICIPALITY will indemnify RDS for any occurrence as a result of any individual or Company misrepresenting any information requested by RDS.
16. RDS will conduct these services on behalf of the MUNICIPALITY for the greater of a minimum of one (1) year (365 days) from the date on this agreement or until termination as per section 20 or as per any term as described in any "SCHEDULE OF SERVICE" that may extend services beyond one year. This agreement will be valid and enforceable until such time as a new letter of intent replacing or amending this agreement.

GENERAL AGREEMENT TO PROVIDE SERVICES

17. The MUNICIPALITY will provide information received from the Alberta Government related to any service provided on behalf of the MUNICIPALITY. The MUNICIPALITY gives RDS the authority to request information from the Alberta Government on behalf of the MUNICIPALITY on related legislative matters, Government Policy, or other information deemed necessary by RDS.
18. In the event RDS staff (including any contract staff) is required for court proceedings related to any service provided by RDS on behalf of the MUNICIPALITY, the MUNICIPALITY shall reimburse RDS for actual cost incurred for attending the proceedings. All vehicle expense, per diem expenses, required accommodation etc will also be paid to RDS based on current existing MUNICIPALITY rates if defined. RDS will provide an itemized accounting of all expenses.
19. The MUNICIPALITY agrees to allow RDS to publicly acknowledge the agreement that allows RDS to provide services. RDS will be allowed to make any required references to the MUNICIPALITY in publications or other media formats or act on behalf of the MUNICIPALITY only as it relates to the services provided on behalf of the MUNICIPALITY, upon consent of the MUNICIPALITY.
20. Either party, upon receiving a MINIMUM of 60 days written notice of any intent to terminate the service, may terminate this service.
21. The MUNICIPALITY agrees to temporarily provide or suspend services in the event RDS is not able to provide service as a result of an evacuation of the RDS premises forced by local authorities, building fire or in the event of an "Act of God".
22. RDS agrees to notify the MUNICIPALITY in the event service interruption in excess of 45 minutes will occur or in the event service must be temporarily transferred back to the MUNICIPALITY.
23. RDS agrees to maintain systems to allow RDS to continue providing services during normal power interruptions by providing a fixed electrical generator at the RDS site.
24. RDS agrees to maintain computer equipment to provide standard back up equipment, procedures and processes to accommodate planned and unplanned service interruptions due to reasonable and typical hardware malfunction.
25. The MUNICIPALITY will not hold RDS liable for any added expense to the MUNICIPALITY in the event of any occurrence related to items 21 through 24.
26. The Municipality agrees to provide RDS with written notification when any significant change is made in the process RDS is to follow on behalf of the Municipality and there may be up to a 7 day notification period PRIOR to implementation.
27. The MUNICIPALITY recognizes that RDS may provide customized services to allow the MUNICIPALITY to enhance or improve any aspect of their operation. In the event a new service is requested and RDS must develop a new service or modify an existing service, RDS will provide a quotation to the MUNICIPALITY to estimate the cost to implement. If the MUNICIPALITY agrees to the quotation, development may begin and will be invoiced upon completion.

GENERAL AGREEMENT TO PROVIDE SERVICES

28. The MUNICIPALITY agrees that RDS may continue to charge an administration fee to Industry clients for the process of obtaining approval. In the event the Government of Alberta changes regulatory guidelines to provide funding to the MUNICIPALITY, the MUNICIPALITY will continue with the terms of any agreement in place with RDS. At that time, RDS may provide a "MUNICIPAL FEE SCHEDULE" that will outline fees RDS will charge to the MUNICIPALITY to maintain the same service levels. All Agreements may continue without modification if the MUNICIPALITY agrees to the "MUNICIPAL FEE SCHEDULE" document.
29. The MUNICIPALITY will allow RDS to request any information or data required from Alberta Transportation on behalf of the MUNICIPALITY to perform any function under this contract or any SCHEDULE OF SERVICE.

ADDITION OF "SCHEDULES OF SERVICE"

This letter outlines general guidelines regarding services provided by RDS on behalf of the MUNICIPALITY. Additional details on any limitations or distinctions for any specific service will be outlined in a "SCHEDULE OF SERVICE" that will clearly state the "Agreement Number" to connect the "SCHEDULE OF SERVICE" to the provisions as described above. The "SCHEDULE OF SERVICE" may be any one or more of the following or any other "SCHEDULE OF SERVICE" that references this "Agreement Number":

SCHEDULE OF SERVICE

- "1" – TRAVIS DATA MAINTENANCE SERVICES
- "3" – FULL TRANSPORT PERMIT APPROVAL SERVICES
- "4" – OPTIONAL SERVICES
- "D" – Road Use Agreement Services
- "5" – TRAVIS TRANSITION SERVICES
- "6" – MUNICIPAL FEE SCHEDULE

ANY OTHER SCHEDULE OF SERVICE that is added with the corresponding Agreement number that appears on this document.

This letter is to provide some level of detail regarding basic aspect of the service RDS will provide to the MUNICIPALITY.

GENERAL AGREEMENT TO PROVIDE SERVICES

ANTICIPATED IMPLEMENTATION DATE:

The MUNICIPALITY anticipates RDS contract services will commence on or about the _____ day in the month of _____ in the year _____.

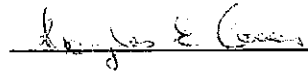
Signed in the City or Town of Greenview on this 6th day in the month of March in the year 2012.

RDS



Bruce Olson
General Manager
For:
Roadata Services Ltd.

MUNICIPALITY



Print Name: Dennis A. Chisholm

Position: Chief Administrative Officer
for:
Municipal District of Greenview



“SCHEDULE OF SERVICE – 6”

MUNICIPAL FEE SCHEDULE

Effective December 1, 2011

FORMS PART OF AGREEMENT NUMBER: MD16-05-12-2010
with

MUNICIPAL DISTRICT OF GREENVIEW
(Hereinafter called the MUNICIPALITY)

This document will define the fees charged for various services offered by Roadata Services Ltd. (RDS). These fees may be charged to the MUNICIPALITY or INDUSTRY. RDS has the right to changes these fees from time to time or add new services and corresponding fees. The MUNICIPAL FEE SCHEDULE may be updated as required, however the MUNICIPALITY agrees to allow RDS to increase or decrease fees or add new fees in the event of changes in services required for any reason.

RDS agrees to provide the MUNICIPALITY a minimum of 60 days notice prior to any new MUNICIPAL FEE SCHEDULE being implemented.

Definitions:

“TRAVIS”

means “Transportation Routing and Vehicle Information System”.
References may be made to “TRAVIS”, “TRAVIS MJ” or “TRAVIS Web” that identify the same system.

“TRAVIS permit application”

means any application processed through the TRAVIS permit system for movement or administrative requirements within the MUNICIPALITY regardless if review or approval by RDS is required.

“Kilometers of open roadway”

means Kilometers as defined in the “Municipal Profile” on the Alberta Municipal Affairs Website

MUNICIPAL FEE SCHEDULE

"TRAVIS implementation date"

means the date on which applications for Single trip overweight permits for MUNICIPAL permit approval are required to be processed through TRAVIS

The MUNICIPALITY agrees to pay RDS a fee, plus any applicable taxes, based on the following:

SCHEDULES OF SERVICE

"1" – TRAVIS DATA MAINTENANCE SERVICES

To be invoiced by RDS to the MUNICIPALITY based on:

- Kilometers of open roadway: **2600 km**
- Annual fee of \$1.00 per Kilometer of open roadway to be paid on January 1 each year
- \$5.00 per TRAVIS permit application

The MUNICIPALITY will allow RDS to maintain all Data and permit rules within TRAVIS that would result in some permits potentially being "auto-approved" based on the policy defined by the MUNICIPALITY.

A fee of One dollar (\$1.00) per Km of open roadway for a total of Two Thousand Six Hundred Dollars (\$2,600.00) will be chargeable on January 1 of each year. This fee will commence on date the MUNICIPALITY becomes an active participant in TRAVIS and will be invoiced to the MUNICIPALITY. In the event only a portion of a calendar year is chargeable, the annual fee will be adjusted to reflect the remaining portion of the year to December 31.

"3" – FULL TRANSPORT PERMIT APPROVAL SERVICES

To be invoiced by RDS to the MUNICIPALITY based on:

- \$8.00 per TRAVIS permit application
- \$23.00 per permit application required that is not processed through TRAVIS
eg: Municipal Annual Permit, Approvals issued when TRAVIS is unavailable, etc

TRAVIS TRANSITION ONLY

The MUNICIPALITY Agrees to the following option:

MUNICIPAL FEE SCHEDULE

Fee of \$23.00 to \$35.00 based on existing RDS permit administration fees may be charged to the **CARRIER** until such time when the Province of Alberta provides funding directly to the MUNICIPALITY. At that time the fees noted above in this section "3" will be charged to the MUNICIPALITY by RDS

"4" – OPTIONAL SERVICES

"D" – Road Use Agreement Services

- Free of Charge if the MUNICIPALITY enters Oil Company or carrier into RDS system via web interface.
- \$10 per application processed on the RDS Fully Automated on line application service
- \$20 per Agreement requiring review or processing by RDS Staff

"5" – TRAVIS TRANSITION SERVICES

- Kilometers of open roadway: **2600 km**

The MUNICIPALITY Agrees to the following payment option:

a fee of Seven Thousand Eight Hundred dollars (\$7,800.00) to be paid to RDS upon completion of the transition of Municipal data into TRAVIS. RDS will invoice the MUNICIPALITY for the transition service on or after the date the MUNICIPALITY becomes an active participant in TRAVIS.

The MUNICIPALITY agrees to allow RDS to pay any applicable government fees that are directly related to any service provided by RDS on behalf of the MUNICIPALITY. If these fees exceed \$100.00, RDS will obtain approval from the MUNICIPALITY prior to payment of any fee on behalf of the MUNICIPALITY. Any such fees will be detailed as part of the monthly invoice provided by RDS.

MUNICIPAL FEE SCHEDULE

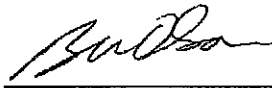
RDS will provide the MUNICIPALITY with a detailed invoice within 10 days following the end of any given month. This invoice will clearly indicate volume and unit cost of each service when applicable.

The MUNICIPALITY agrees to immediately process the invoice upon receipt and every attempt will be made to provide payment within 30 days of the date of issue.

In the event the Province of Alberta determines funds will not be provided to the Municipality, for any reason, the municipality agrees to pay RDS in full for any outstanding invoice amount.

Signed in the City or Town of Vallejo on this 6th day in the month of MARCH in the year 2012.

RDS



Bruce Olson
General Manager
For:
Roadata Services Ltd.

MUNICIPALITY



Print Name: DOUGLAS B. CARVER

Position: UNIT ADMINISTRATIVE OFFICER
for:
Municipal District of Greenview