

## CP.41 Heavy Haulage Cost Recovery

<i>Responsible Department</i>	Engineering Services
<i>Resolution Number</i>	C.4191
<i>Resolution Date</i>	21/04/2021
<i>Next Scheduled Review</i>	2024/2025
<i>Related Shire Documents</i>	<p>Long Term Financial Plan Transport Asset Management Plan</p>
<i>Related Legislation</i>	<p>Local Government Act 1995 Road Traffic (Administration) Act 2008 Revised State Planning Policy 3.6</p>

### OBJECTIVE

To provide a methodology and framework for recovering extraordinary maintenance costs on Shire Roads caused by the heavy vehicle operator.

### SCOPE

This Policy applies to any party operating a Restricted Access Vehicle (RAV) permit to run a defined vehicle freight task on Shire of Northam roads. This will include all new applications, as well as movements which have been illegally or historically operating without approval having been given by the Shire.

The operation must be deemed to involve such a volume (extraordinary load) that it is likely to cause damage resulting in “extraordinary expenses”, which is damage that is well beyond what would normally be anticipated for the category of road(s) concerned.

If the Shire of Northam considers that the defined freight task is likely to also effect roads in adjacent Shire(s) it will notify the impacted Shires’ accordingly.

### POLICY

#### Extraordinary Load

An Extraordinary Load is defined as a task that will result in a significant increase in the Annual Design Equivalent Standard Axle (ADESA) and will result in damage to the pavement and reduction in the structural design life of the road leading to extraordinary expenses.

#### Cost Calculation

The relevant charge shall be calculated using the User Guide – Estimating the Incremental Cost Impact on Sealed Local Roads from Additional Freight Tasks (WALGA & ARRB 2015). The Proponent shall provide the following information to the Local Government:

1. The type and axle configuration of the vehicles to be used for the task.
2. The annual freight tonnage for the task and the vehicle payload.
3. The number daily vehicle passes.
4. The duration of the task.
5. The task routing and distance.

This method of calculation will be applied to all road surface types.

### **Negotiation**

The following conditions may necessitate negotiation with the Proponent to adjust the calculated charge or to use an alternative methodology:

1. If the Category of road has been purposely constructed to a level that is suitable for the proposed heavy vehicles movements.
2. If the road is in a very poor or failed condition then the Shire of Northam shall negotiate with the proponent on a strategy and cost to bring the road to a serviceable condition before calculating an annual charge.
3. If the magnitude of the freight task is of such a volume that the road is likely to experience structural failure in a short period, then the Shire of Northam shall negotiate an appropriate strategy and charge to upgrade the structural capacity of the road in advance. This will result in an increased ADESA which will then be used to calculate the ongoing charges.
4. If the proposed ESA are excessively above the limits in the WALGA User Guide or if for any other reason this method is deemed inappropriate then the Shire of Northam may elect to calculate the charge using an alternative method.

### **Funding and Service**

Funds collected from the Proponent shall be placed into a dedicated fund and shall only be used for routine maintenance, preservation and structural strengthening activities on the section of road concerned. The Shire shall keep records of all works and costs. Council will contribute a portion of the cost of works out of its own funds according to what they would have reasonably allocated to the road if the proponents activities were not present.

After termination or expiry of an agreement, any remaining funds shall be kept for a period of 12 months (or other agreed time period) after which the road will be inspected and the remaining funds shall be used to repair any defects so that the road is in a similar condition to when the agreement began. Any remaining funds shall then be returned to the Proponent.

### **Agreement**

The Shire and the proponent shall enter into an Agreement that includes the following:

1. The type and axle configuration of the vehicles to be used for the task.
2. The annual quantity of vehicle passes and the payload tonnage. If seasonal then this must be described
3. The routing including return journeys
4. The duration of the task
5. The annual and unit rate charge and method of calculation
6. Payment terms and conditions
7. The obligations of the parties including works records, expenditure, evidence and audit requirements in relation to the determination of actual payload tonnages and notifications of changes to vehicles, payload or routing
8. Conditions on expiry of the agreement
9. Hours and conditions of operation
10. Breaches and terms of remedy for the Local Government and Proponent
11. Duties of Local Government and the Proponent

### **Duties of Local Government**

The Shire will take all reasonable steps to keep the road in a serviceable condition for the duration of the agreement. Appropriate records will be maintained to ensure transparency of expenditure of all collected charges.

### **Duties of the proponent**

The proponent will provide timely (to be determined by the Shire in Agreement) notification to the Local Government if there are any changes to the type of vehicles and axle configurations, annual payload and routing.

### **Authority**

The authority to enter into an agreement with a Proponent under this policy shall be approved by the Chief Executive Officer.

### **DEFINITIONS**

**Agreement:** An agreement between the Local Government and a proponent defining the conditions of access including charges for a defined transport task

**Proponent:** The party that is requesting to use a Local Government road for a defined freight task

**Equivalent Standard Axle (ESA):** The number of standard axle loads which are equivalent in damaging effect on a pavement to a given vehicle or axle loading. Every vehicle combination can be expressed as a number of ESA.

**Annual Design ESA (ADESA):** The predicted annual ESA that was used to design a road pavement structure. If this is unknown it may be estimated based on the average annual ESA from historic traffic counts or the annual ESA that would reasonably be expected for a particular Category of road under normal circumstances.

**Extraordinary Load:** An Extraordinary Load is defined as a freight task that will result in a significant increase in the ADESA resulting in damage to the road pavement and reduction in the structural design life of the road giving rise to extraordinary expenses as a result of increased routine and planned maintenance and premature failure necessitating rehabilitation or reconstruction of the road.

**Routine Maintenance:** Unplanned activities that maintain the serviceability of the road e.g. repairing potholes, cleaning drainage structures, repairing edge breaks and sweeping pavements.

**Preservation:** Planned maintenance and rehabilitation that are designed to preserve or extend the serviceable design life of the road e.g. crack sealing, resealing with a bituminous sprayed seal, rehabilitation of gravel shoulders and replacing culverts and kerbs.