

**WESTLOCK COUNTY**  
**POLICY #13.01**  
**TITLE: Extra Ordinary Road Use**



**PURPOSE:** The purpose of this policy is to establish a policy whereby firms and vehicle owners who wish to use roads within Westlock County who engage in extended hauls or to haul overweight or over-dimensional loads may do so with a minimum amount of regulation while ensuring that a minimum amount of damage is caused to County roads.

**POLICY STATEMENT**

1. Westlock County recognizes that from time to time, the use of local road infrastructure may fall outside what can be considered as normal wear and tear. Consequently, and to ensure and enable the continued movement of products in and out of Westlock County, while preserving the integrity of the infrastructure, Council has established Road Use Agreements found in Schedule "A".
2. The primary intent of Road Use Agreements is to provide the signing parties with an efficient and practical process by which heavy haulers compensate the municipality for any additional road protection and maintenance resulting from their concentrated haul. Road Use Agreements are intended to cover only the incremental cost that occurs over, and above regular protection and maintenance costs caused by the increased pressures of heavy and frequent hauls.
3. Westlock County values and recognizes the contribution of the agricultural sector to regional growth and vitality. The intent of this policy is to respond to the use of local road infrastructure that falls outside normal wear and tear. Thus, the County wishes to proceed working cooperatively with agriculturists to limit regulation whenever possible. It is also recognized that normal movement of farm implements, or machinery is unlikely to cause road damage. Generally, agriculturists will not be required to enter into Road Use Agreements. However, the General Manager of Transportation and Utilities or their designate retains the authority to determine if individual hauling acts are causing damage to public roads that warrants compensation.
4. All permits, licenses, and Road Use Agreements contemplated within this Policy shall be imposed and issued in accordance with the Road Protection and Traffic Control By-Law as amended from time to time.
5. An official of the County, as defined in the Road Protection and Traffic Control By-Law shall determine all conditions, if any, that may apply in the issuance of a Permit, or Road Use Agreement, as well as any subsequent damages to be mitigated.

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## 1.0 DEFINITIONS:

- 1.1 "*Bond*" means a form of security paid by individuals or companies to the County in accordance with the Traffic Control Bylaw for the extra ordinary road use. Forms accepted by the County are cash, certified cheque, certified bond, or irrevocable letter of credit.
- 1.2 "*CAO*" means the person designated as the Chief Administrative Officer for Westlock County or their designate.
- 1.3 "*Council*" means the duly elected Council of Westlock County.
- 1.4 "*County*" or "*Westlock County*" means the Municipal Corporation of Westlock County.
- 1.5 "*CPO*" means the person designated as a Community Peace Officer and or Bylaw Officer for Westlock County.
- 1.6 "*Designated Permit Agent*" means a company authorized to issue over weight, over dimension or multiple legal load permits on behalf of the county.
- 1.7 "*Inspection Fee*" means a non-refundable fee of \$250, or as amended from time to time. More specifically this fee is used to cover the County's costs roadway inspections as well as documentation preparation and tracking.
- 1.8 "*Extra Ordinary Road Use*" means Extra Ordinary Use as defined in the Traffic Protection Control bylaw as amended from time to time. More specifically, extra ordinary road use means use, likely to imperil the highway(s) or cause persons living on or near the said highway(s) to be annoyed by dust, or whatever, arising from the said transportation. More specifically, Extra Ordinary Road Use means three or more trips to/from a single location within the County over the course of a 24-hour period.
- 1.9 "*Fees and Charges Bylaw*" means the current Fees and Charges bylaw as amended from time to time.
- 1.10 "*General Manager of Transportation and Utilities*" means the person employed by Westlock County in the position of General Manager of Transportation and Utilities or their designate.
- 1.11 "*Highway*" means highway under the care and control of Westlock County as defined in the Traffic Control bylaw as amended from time to time.
- 1.12 "*Heavy Hauler*" means individuals or companies that:
  - 1.12.1 Hauls that result in Extra Ordinary Road Use and/or;
  - 1.12.2 Hauls Overweight or Over-dimensional Loads as determined by Westlock County and/or;
  - 1.12.3 Uses Designated County Haul Roads and/or;
  - 1.12.4 Signs and thus, Agrees to Execute a Road Use Agreement.

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- 1.13 "Road Use Agreement" means an agreement as set out in Schedule "A".
- 1.14 "Traffic Control Bylaw" means the current County Traffic Control Road Protection Bylaw as amended from time to time.

### **ROAD USE AGREEMENT PROCEDURES**

- 1.0 All individuals or companies who are subject to the terms of this policy must enter into a road use agreement – memorandum of understanding as per Schedule "A".
- 2.0 All individuals or companies who have entered into a road use agreement must obtain an Overweight Permit or Multiple Legal Load Permit from the County, or its designated permit agent, that outlines the details of each move.
- 3.0 All individuals or companies desiring to enter into a road use agreement must pay non-refundable Inspection Fees and Administration Fees to the County, or its designated permit agent, as outlined on the Overweight Permit or Multiple Legal Load Permit.

### **OVERLOAD/OVER-DIMENSION APPROVAL PROCEDURE**

1. Administration staff may issue a County Permit to an applicant once the applicant has obtained a Provincial Permit Number.

NOTE: The County has authority on overload approval  
The Province has authority on over-dimensional approval

2. Administration staff may notify the Transportation Manager on discretionary loads.

### **ROAD USE AGREEMENT PROCEDURES**

There are seven (7) different categories under which a hauler may be required to enter into a Road Use Agreement with Westlock County.

NOTE: Road Use Agreements are required when extraordinary and/or extensive use of The County road system occurs.

1. Oilfield Industry
2. Sand & Gravel Industry
3. Log Haul Industry
4. Livestock Industry
5. Fertilizer Industry
6. Other Industries
7. Development Commercial/Industrial/Intensive Livestock

#### **1. Oilfield Industry:**

- Oilfield companies must sign Road Use Agreements prior to any activity.
- \$ 25,000.00 Bond is required.





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- Oil companies may supply their own motorgrader. Any work done by their motorgrader will be done to County standards, as determined by the Transportation Manager.

## **2. Log Haul Industry:**

- Any individual or corporation wishing to haul logs will be required to enter into a Road Use Agreement.
- Bond Required:      01 to 50 loads              \$ 7,500.00  
   over 50 loads              \$25,000.00
- If the hauler supplies his own motorgrader, the Bond may be reduced by 50%. Any work done by the motorgrader will be done to County standards, as determined by the Transportation Manager.

## **3. Sand & Gravel Industry:**

- Road Use Agreements will be required before the commencement of hauling.
- Bond Required:      01 to 50 loads              \$ 7,500.00  
   over 50 loads              \$25,000.00
- If the hauler supplies his own motorgrader, the bond may be reduced by 50%. Any work done by the motorgrader will be done to County standards, as determined by the Transportation Manager.

## **4. Livestock Industry:**

- Contractors or custom haulers of manure, silage or alfalfa are required to enter into a Road Use Agreement.
- Bond Required:      01 to 50 loads              \$ 7,500.00  
   over 50 loads              \$25,000.00
- If Contractors or custom haulers supply their own motorgrader, the Bond may be reduced by 50%. Any work done by their motorgrader will be done to County standards, as determined by the Transportation Manager.

## **5. Fertilizer Industry:**

- Retailers of fertilizer products, whose business involves the hauling of such products within Westlock County, will be required to enter into a Road Use Agreement (anhydrous ammonia tanks, dry fertilizer, etc.).
- Bond required:      01 to 50 loads              \$ 7,500.00  
   over 50 loads              \$25,000.00
- If haulers supply their own motorgrader, the bond may be reduced by 50%. Any work done by their motorgrader will be done to County standards, as determined by the Transportation Manager.





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## 6. Other Industries:

- Any industry not covered in the above categories that anticipates excessive use of County roads must enter into a Road Use Agreement, at the discretion of the By- Law Officer.
- Bond required:      01 to 50 loads                      \$ 7,500.00  
                                 over 50 loads                      \$25,000.00
- If haulers supply their own motorgrader, the bond may be reduced by 50%. Any work done by their motorgrader will be done to County standards, as determined by the Transportation Manager.


## 7. Development Commercial/Industrial/Intensive Livestock:

- The developer will be required to enter into a Road Use Agreement for construction of the operation only, at the discretion of the By-Law Officer.
- The By-Law Officer will consult with the Transportation Manager as to the anticipated impact on the infrastructure.
- Bond required:      A minimum of \$ 7,500.00
- If the developer supplies his own motorgrader, the bond may be reduced by 50%. Any work done by his motorgrader will be done to County standards, as determined by the Transportation Manager.

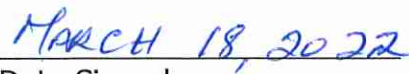
## By-Law Officer/Peace Officer may:

- Issue a Road Use Agreements,
- Conduct a pre-site inspection,
- Conduct an assessment of damages on roads used,
- Invoice applicable parties,
- Supply a copy of the route map to the local area Councillor.

Assessment of damages would include, but is not limited to, gravel loss, road shoulder damage and motorgrader time above normal maintenance.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Date Signed





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**SCHEDULE "A" – Road Use Agreement  
MEMORANDUM OF AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at the Town of Westlock, in the Province of Alberta  
BETWEEN:

WESTLOCK COUNTY  
(of the First Part)

AND

(of the Second Part)

WHEREAS THE PARTY OF THE SECOND PART desires to transport \_\_\_\_\_ over certain highway(s) within the jurisdiction of the Party for the First Part; namely those highways detailed and marked on a corresponding overweight or multiple legal load permit.

AND WHEREAS THE PART OF THE FIRST PART deems the said transportation to be an extraordinary use, likely to imperil the aforementioned highway(s) or cause persons living on or near the said highway(s) to be annoyed by dust, or whatever, arising from the said transportation.

AND WHEREAS the Party of the First Part has agreed to such transportation by the Party of the Second Part in consideration of and upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE this Indenture Witnesseth:

1. That the Party of the Second Part may transport loads of said materials at axle weights not exceeding the weighs specified on their overweight or multiple legal load permit and the provisions of the Traffic Safety Act Regulations and Schedules thereto.
2. In consideration of the permission hereby granted to it by the Party of the First Part, the Party of the Second Part covenants and agrees to pay for and discharge any and all damages which may result to highway(s) or other property on road allowances during such transportation, and any expenses or out-of-pocket disbursements which may be incurred by the Party of the First Part in connection therewith whether they be for inspection, supervision or howsoever, and shall indemnify and save harmless the Party of the First Part therefrom.

The Party of the Second Part also hereby indemnifies and saves harmless the Party of the First Part from any and all losses, costs, liabilities, damages and expenses (including any and all liabilities to third Parties, whether in contract, tort or otherwise) which may arise for any reason of any action or inaction on the part of the Party of the Second Part by reason of the said road disturbance and/or crossing. Such indemnification to survive this Agreement.

3. The Party of the Second Part covenants and agrees to:
  - (1) Maintain the said highway(s) in good repair, at all times during the term of this Agreement.
  - (2) Pay for the resurfacing or regravelling, as the case may be, of the said highway(s) when and if such is required and deemed necessary by the Party of the First Part or its officers or agents.



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- (3) Cause dust suppression treatment to be consistently and adequately applied to the said highway(s) so as to prevent annoyance to persons living near the said highway(s).
- (4) Operate and transport on the route(s) marked out and specified on the corresponding overweight or multiple legal load permit, annexed hereto, and no other.
- (5) Erect suitable signs and devices conducive to the safe use of the said highway(s) at such places and in such numbers as the Party of the First Part, it's officers or agents may, from time to time, require or direct.
- (6) Post a bond or form of security in the amount of \_\_\_\_\_ upon which Westlock County may draw, at it's discretion, as reimbursement for costs incurred pursuant to this Agreement. Any unused portion of the security shall be returned to the party of the second part if the party of the first part determines no maintenance is required to be performed by the party of the second part.
- (7) Operate and transport at a maximum of 80 km/h or as posted.
- (8) Hauling shall be scheduled around school bus times (7:00 AM – 8:30 AM and 3:00 PM – 4:30 PM).
- (9) Hauling shall not be permitted if a Movement Restriction is in place for Westlock County. Movement Restrictions will be listed at [www.roadata.com](http://www.roadata.com)
- (10) This Agreement is subject to any and all applicable road bans and may be terminated at the discretion of Westlock County.
- (11) The Party of the Second Part shall contact the County prior to any hauling taking place.

4. Bridges

The Party of the Second Part herewith acknowledges that:

- (1) No loads are permitted to travel over any weight restricted bridges within the County unless express written permission is noted on the vehicles overweight or multiple legal load permit.
- (2) No transportation operated by or for the Party of the Second Part shall be driven on or over any restricted bridge at a greater rate of speed than \_\_\_\_\_ kilometers per hour.
- (3) During the term of this Agreement and respecting transportation operated by or for the Party of the Second Part, no more than one vehicle for or on behalf of the Party of the Second Part shall occupy any restricted bridge at one time.

5. The Party of the Second Part further acknowledges herewith that:

- (1) Any deviation from the terms and conditions of this Agreement on it's part shall be good and sufficient cause for the Party of the First Part to dissolve the said Agreement.
- (2) If any term and condition of this agreement is contravened, then the agreement is no longer valid and the party of the second part must comply with the standard law that is in effect.

6. This Agreement may be amended, from time to time, which may or may not have additional conditions contained thereon specific to authorizations granted for use of the highways indicated.



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7. This Agreement shall cease and determine on the \_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_ and thereafter no such loads as defined under this agreement shall be transported.

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

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For Westlock County

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Duly Authorized Representative or Signing Officer for the Party of the Second Part

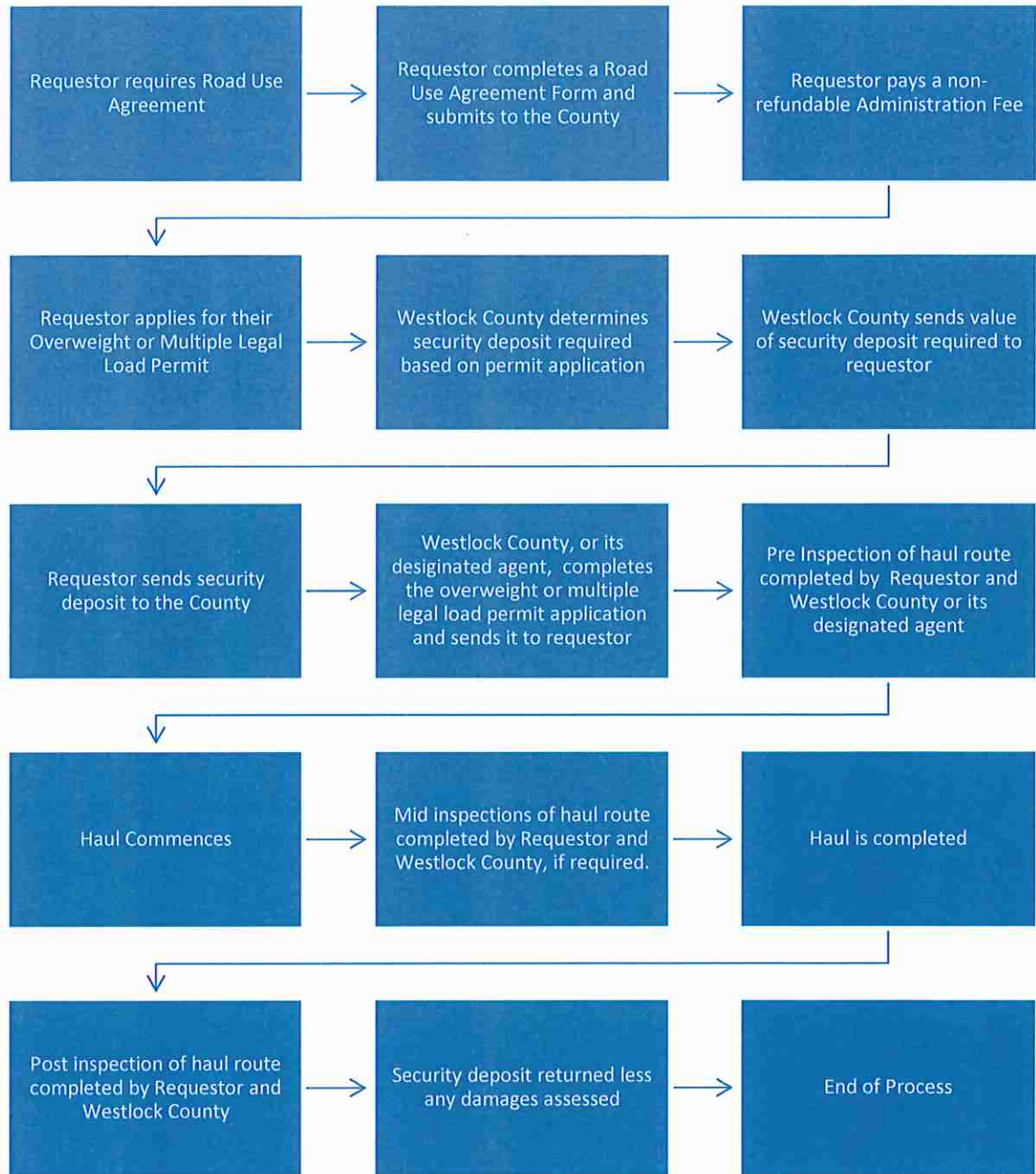


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## SCHEDULE "B" – Road Use Flow Chart



*[Handwritten Signature]*  
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