



POLICY NO. 3200-013

September 26, 2023


TITLE: EXTRA ORDINARY ROAD USE


POLICY STATEMENT: The Westlock County Extra Ordinary Road Use Policy underscores the County's commitment to ensuring the safe and responsible utilization of road infrastructure. This policy is designed to accommodate exceptional circumstances and heavy-duty traffic through the establishment of Road Use Agreements. The County recognizes that unique situations may require temporary access to roads, and Road Use Agreements provide a structured framework to assess and manage such requests. By adhering to this policy, The County aims to minimize disruptions to communities, safeguard road infrastructure, and prioritize the safety and well-being of all residents and visitors while promoting economic development and growth in the region.

PURPOSE: The purpose of this policy is to establish procedures for instances when individuals or companies 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 limiting any potential damage to County infrastructure and ensuring the County is adequately compensated if damage is to occur.

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 Extra Ordinary Road Use.
Note: Acceptable forms of payment are cash/debit (in-person only), business cheque, certified cheque, bank draft, money order, electronic funds transfer (EFT) to info@westlockcounty.com or an irrevocable letter of credit/certified bond from a financial institution.
- 1.2 "CAO" means the person appointed by Council as Chief Administrative Officer for Westlock County.
- 1.3 "Council" means the duly elected officials who govern Westlock County.
- 1.4 "County" means the municipality of Westlock County.
- 1.5 "Designated Permit Agent" means a company authorized to issue overweight, over-dimension, or multiple legal load permits on behalf of the County.
- 1.6 "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 for roadway inspections as well as documentation preparation and tracking.
- 1.7 "Extra Ordinary Road Use" means Extra Ordinary Use as defined in the Traffic Protection Control bylaw as amended from time to time.


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- 1.8 "Fees, Rates and Charges Bylaw" means the current Fees, Rates, and Charges Bylaw as amended from time to time.
- 1.9 "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.
- 1.10 "Grader" means the equipment used to perform regular maintenance and/or snow removal on a road or highway.
- 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 Conduct hauls which involve extra ordinary road use; and/or,
 - 1.12.2 Haul overweight or over-dimensional loads as determined by Westlock County; and/or,
 - 1.12.3 Use designated County haul roads; and/or,
 - 1.12.4 Sign and thus, agree to enter into a Road Use Agreement.
- 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.

2.0 ROAD USE AGREEMENT PROCEDURES:


- 2.1 All individuals or companies who are subject to the terms of this policy must enter into a Road Use Agreement as per Schedule 'A.'
- 2.2 There are seven (7) different categories under which a hauler may be required to enter into a Road Use Agreement with Westlock County:
 - i. Oilfield Industry
 - ii. Sand & Gravel Industry
 - iii. Log Haul Industry
 - iv. Livestock and Agricultural Industry
 - v. Fertilizer Industry
 - vi. Other Heavy Haul Industries
 - vii. Development of Commercial/Industrial/Intensive Livestock


3.0 OVERLOAD/OVER-DIMENSIONAL APPROVAL PROCEDURE:

- 3.1 Administration may issue a Road Use Agreement to an applicant once the applicant has obtained a Provincial overload permit.
 Note: The County has authority on overload approval and the Province has the authority on over-dimensional approval.
- 3.2 Administration will require the approval of the General Manager of Transportation and Utilities on discretionary loads.

4.0 OILFIELD INDUSTRY:

- 4.1 All oilfield companies are required to enter into a Road Use Agreement prior to any activity.
- 4.2 A bond of \$25,000.00 is required.


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- 4.3 Oilfield companies may supply their own grader. Any work done by their grader will be done to County standards, as determined by the General Manager of Transportation and Utilities.

5.0 SAND & GRAVEL INDUSTRY:

- 5.1 Any individual or company wishing to haul loads of sand & gravel are required to enter into a Road Use Agreement prior to the commencement of hauling.
- 5.2 Required bond: 01 to 50 loads: \$7,500.00
Over 50 loads: \$25,000.00
- 5.3 If the hauler supplies their own grader the bond may be reduced at the discretion of the General Manager of Transportation and Utilities. Any work by the grader will be done to County standards, as determined by the General Manager of Transportation and Utilities.

6.0 LOG HAUL INDUSTRY:


- 6.1 Any individual or company wishing to haul loads of logs will be required to enter into a Road Use Agreement prior to the commencement of hauling.
- 6.2 Required bond: 01 to 50 loads: \$7,500.00
Over 50 loads: \$25,000.00
- 6.3 If the hauler supplies their own grader the bond may be reduced at the discretion of the General Manager of Transportation and Utilities. Any work by the grader will be done to County standards, as determined by the General Manager of Transportation and Utilities.


7.0 LIVESTOCK AND AGRICULTURAL INDUSTRY:

- 7.1 Any individual or company wishing to haul products of an agricultural nature are required to enter into a Road Use Agreement prior to the commencement of hauling.
- 7.2 Required bond: 01 to 50 loads: \$7,500.00
Over 50 loads: \$25,000.00
- 7.3 If the hauler supplies their own grader the bond may be reduced at the discretion of the General Manager of Transportation and Utilities. Any work by the grader will be done to County standards, as determined by the General Manager of Transportation and Utilities.

8.0 FERTILIZER INDUSTRY:

- 8.1 Any individual or company wishing to haul fertilizer are required to enter into a Road Use Agreement prior to the commencement of hauling.
- 8.2 Required bond: 01 to 50 loads: \$7,500.00
Over 50 loads: \$25,000.00
- 8.3 If the hauler supplies their own grader the bond may be reduced at the discretion of the General Manager of Transportation and Utilities. Any work by the grader will be done to County standards, as determined by the General Manager of Transportation and Utilities.


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13.0 REVIEW OF POLICY:

13.1 This policy will be reviewed every three years by the Chief Administrative Officer or their designate and will determine if changes are required and make recommendations to Council for said changes.


14.0 END OF POLICY (Excepting Schedule 'A' Road Use Agreement).



Reeve




Chief Administrative Officer




Date Signed

POLICY HISTORY:

First Enacted: March 18, 2022
Revised: September 26, 2023



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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 weights 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.
 - (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.


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- (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 its 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
- (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 its 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.

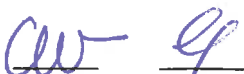
6. This Agreement may be amended, from time to time, which may or may not have additional conditions contained thereon specific to authorizations granted for use of the highways indicated.

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.

For Westlock County

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


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