



POLICY NO. 3200-014

September 26, 2023

TITLE: ROAD BAN EXEMPTION PERMITS

POLICY STATEMENT: Westlock County is dedicated to maintaining efficient transportation systems while safeguarding road integrity and associated transportation infrastructure. This policy outlines the guidelines for granting Road Ban Exemption Permits, enabling essential service providers and industries to operate during road ban periods. By carefully assessing applicants and regulating exemptions, the County aims to support normal operations while minimizing the impact road infrastructure and ensuring the safety of all road users.

PURPOSE: This policy details the procedures for the issuance of Road Ban Exemption Permits, allowing essential service providers, industry, agricultural producers, and others to operate during road ban periods.


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. "CPO" means the person designated as a Community Peace Officer and/or Bylaw Officer for Westlock County.
- 1.5 "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.
- 1.6 "Essential Service Provider" means a provider of a service including:
 - 1.6.1 Emergency Services and/or a provider operating under Emergency Services,
 - 1.6.2 CPO and Enforcement Services and/or a provider operating under Enforcement Services,

- 1.6.3 Service Provider to the County operating under a State of Local Emergency,
- 1.6.4 Equipment being operated by or for Westlock County,
- 1.6.5 Exempted vehicles as per the Alberta Commercial Vehicle Dimension and Weight Regulation AR15/2002 as amended from time to time,
- 1.6.6 Service provider as determined by the CAO or their designate.
- 1.7 "Fees, Rates and Charges Bylaw" means the current Fees, Rates and Charges Bylaw as amended from time to time.
- 1.8 "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.
- 1.9 "Highway" means highway under the care and control of Westlock County as defined in the Traffic Control bylaw as amended from time to time.
- 1.10 "Heavy Hauler" means individuals or companies that:
 - 1.10.1 Uses tridem axle vehicles; and/or
 - 1.10.2 Hauls overweight or over-dimensional loads as determined by Westlock County; and/or,
 - 1.10.3 Uses designated County haul roads; and/or
 - 1.10.4 Signs and thus, agrees to enter into a Road Ban Exemption Permit.
- 1.11 "Road Ban Exemption Permit" means a permit as set out in Schedule 'A.'
- 1.12 "Traffic Control Bylaw" means the current County Traffic Control Road Protection Bylaw as amended from time to time.
- 1.13 "100% Legal Axle Weight" means the maximum weight a vehicle can carry on each axle according to the Alberta Commercial Vehicle Dimension and Weight Regulation AR15/2002 as amended from time to time.

2.0 ROAD BAN EXEMPTION PERMIT PROCEDURES:

- 2.1 All producers or haulers of marketable agricultural products (livestock, grain, feed, manure, etc.) desiring to haul loads above seasonal weight restrictions in place on County controlled highways must:
 - 2.1.1 Provide a refundable bond in the amount of \$7,500.00 to the County. Any damage to the road will be deducted from the bond posted.
 - 2.1.2 Enter into a Road Ban Exemption Permit as per Schedule 'A.'
 - 2.1.3 Notify County staff as to the time, date, and number of loads to be transported.
- 2.2 All producers or haulers of marketable agricultural products (livestock, grain, feed, manure, etc.) desiring to haul loads above seasonal weight restrictions in place on County controlled highways that contract custom haulers must ensure a copy of the Road Ban Exemption Permit is in the haulers' vehicles.
- 2.3 An official of the County, as defined in the Road Protection and Traffic Control Bylaw shall determine all conditions, if any, that may apply in the issuance of a Permit, or Road Ban Exemption Permit, as well as any subsequent damages to be mitigated.
- 2.4 Essential Service Providers are exempt from seasonal weight restrictions.


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- 2.5 All permits contemplated within this policy shall be imposed and issued in accordance with the Road Protection and Traffic Control Bylaw as amended from time to time.

3.0 ADMINISTRATIVE RESPONSIBILITIES:


- 3.1 Transportation Services staff shall:
 - 3.1.1 Notify the general public at least one week prior to road bans being implemented.
 - 3.1.2 Ensure appropriate signage is in place and that appropriate contacts are notified.
- 3.2 Transportation Services staff will issue Road Ban Exemption Permits, at the discretion of the General Manager of Transportation and Utilities, with the following restrictions:
 - 3.2.1 Permits may be issued during regular business hours only for hauling the following day.
 - 3.2.2 Permits will not be issued after 4:30pm on weekdays.


4.0 RECORDS RETENTION:

- 4.1 All records regarding this policy will be kept as per Westlock County Bylaw 13-2020 Records Retention Schedule including all amendments or as per its replacement if rescinded.

5.0 REVIEW OF POLICY:

- 5.1 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.


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6.0 END OF POLICY (Excepting Schedule 'A' Road Ban Exemption Permit).



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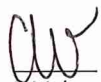
Chief Administrative Officer

Date Signed

POLICY HISTORY:

First Enacted: March 18, 2022

Revised: September 26, 2023



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SCHEDULE 'A'

Road Ban Exemption Permit

MEMORANDUM OF AGREEMENT

Made this _____ day of _____, 20__ at the Town of Westlock, in the Province of Alberta.

BETWEEN:

WESTLOCK COUNTY

a Municipal Corporation

(Hereinafter called "the County")

OF THE FIRST PART

-and-

_____ of _____, in the Province of Alberta

(Hereinafter called "the Agreement Holder")

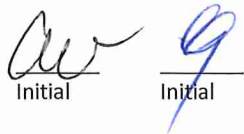
OF THE SECOND PART

Subject to the following terms and conditions the Agreement Holder is authorized to transport marketable agricultural products (livestock, grain, feed, etc.) over the roads listed attached in this Agreement. The gross vehicle weight of all axles, or axle group may exceed the percentage axle weight posted as per road ban order # _____ but shall not exceed one hundred percent (100%) of the gross weight of all axles or axle group of a vehicle or combination of vehicles as determined by the Traffic Safety Act regulations.

Terms and Conditions

1. Inspection

The County will undertake a pre and post inspection of the proposed haul route(s) under this agreement to assess road conditions. Both the pre and post inspections must be initiated by the Agreement Holder. The pre and post inspection may be conducted in the presence of a representative of the Agreement Holder upon the Agreement Holder's request


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2. Road Damages

The Agreement Holder accepts responsibility for all road damages caused as a result of its use. The Agreement Holder will provide security bond in the amount of \$ _____, payable to the County on demand by the County. The County may after the post inspection of the road(s), at the County's discretion after consultation with the Agreement Holder, conduct any work necessary to remedy road damages deemed resulting from the Agreement Holder's use and to invoice the Agreement Holder for such repair work. The County may invoke the provisions of this Section, and cash or make demands as payee and beneficiary under the bond provided by the Agreement Holder to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:

- a. The Agreement Holder is in default or breach of any provision of this Agreement;
- b. The County has been required to repair any damage in the road(s) in accordance with the provisions of this Agreement and the Agreement Holder has failed to pay the costs and expenses of such repair within thirty (30) days after receipt from the County of an invoice;
- c. The Agreement Holder by any act or omission is in default of any term, condition, or covenant of this Agreement; or
- d. The security to be provided by the Agreement Holder to the County pursuant to this Agreement is due to expire within a period of sixty (60) days and the Agreement Holder has not deposited with the County, a renewal or replacement of such security in terms and form acceptable to the County.

In event that the County has negotiated or called upon the security to be deposited by the Agreement Holder with the County, the County may, at its opinion and discretion, use any funds thereby obtained in any manner the County deems fit to discharge the obligations of the Agreement Holder pursuant to this Agreement.

3. Road Location(s)

As noted above all overload routes/locations must be identified under this agreement attached. Road locations may be varied only through written consent provided by the County (and attached to this agreement). The Agreement Holder must contact The County to initiate road location changes and/or pre/post inspections. twenty-four (24) hour notice must be provided for inspections, start of haul, or of any road location changes.

4. Non-Compliance

The Agreement Holder must at all times comply with all related Provincial and Federal Acts and/or Regulations as well as all other related municipal bylaws.

5. Indemnity / Insurance

Notwithstanding the provision of any insurance coverage by the County, the Agreement Holder hereby agrees to indemnify and save harmless the County, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims"), that the County may sustain, incur, suffer or be put to at any


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time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Agreement Holder or its contractor(s), subcontractor(s), servants(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the County, its other Agreement Holder(s), assign(s) and authorized representative(s) or any other persons.

- i) The Agreement Holder shall provide, maintain, and pay for Comprehensive General Liability insurance protecting the County and the Agreement Holder from and against any and all claims which may arise out of the Agreement Holder's performance of the work:
- ii) The amount of such insurance shall be not less than one million (\$1,000,000.00) dollars inclusive of any one occurrence,
- iii) The Agreement Holder shall provide the County with evidence of such insurance prior to the commencement of Work under this Agreement.

6. Term of Agreement

This agreement ends on _____ . The agreement may be cancelled / revoked for non-compliance without notice.

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

The County reserves the right to alter, suspend, or otherwise cancel this agreement if in the opinion of the County's officers or agents that the weather/road conditions of the haul route as shown in Schedule "A" have deteriorated to the point of creating a safety hazard for the travelling public.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

Westlock County


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


Agreement Holder Contact Information

Contact Name: _____ Mailing Address: _____

Phone Number: _____

Email Address: _____


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HAUL ROUTE AND COMMODITY

PERMIT #: RBP-20____ - _____

AGREEMENT HOLDER: _____

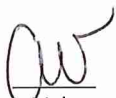
ISSUE DATE: _____


EXPIRY DATE: _____

Designated Haul Route

Commodity Being Hauled

PRODUCERS AND / OR HAULERS WHO
CONTRACT CUSTOM HAULERS MUST ENSURE
THAT A COPY OF THE ROAD BAN EXEMPTION
PERMIT IS IN ALL THE HAULERS' VEHICLES


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SECURITY DEPOSIT RELEASE

Date: _____

Permit #: RBP-20_____

Bond Receipt #: _____

(FOR OFFICE USE ONLY check one)

- Designated Haul Route inspected and found to be in reasonable condition therefore, bond in the amount of \$ _____ is hereby authorized to be refunded to the Agreement Holder.
- Designated Haul Route inspected and found to have incurred damage caused by the Agreement Holder.

Description of damage (attach photos and/or other documentation, if applicable):

Agreement Concluded

WESTLOCK COUNTY

AGREEMENT HOLDER

Per: _____

Per: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


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