

A. Flagstaff County Permits

Flagstaff County will employ the following types of Permits for travel on its roads:

1. **Special “Site Specific” Permit:** *This permit may be issued for a public vehicle to travel to specific site that is only accessible by way of a banned road. This permit allows a vehicle to travel on the banned road for a maximum distance of one (1) mile, to and/or from the nearest road with a weight restriction of the next increment.*

- A vehicle may travel on the 50% restricted road at a maximum weight of 75%;
- A vehicle may travel on the 75% restricted road at a maximum weight of 90%;
- A vehicle may travel on the 90% restricted road at a maximum weight of 100%

The permit is only valid for one location, but can be issued for the entire year, expiring on December 31st.

2. **Regular Overload Permit:** *This permit may be issued for a public vehicle to travel on a non-banned road where the public vehicle must exceed the legal weights. This permit will authorize a public vehicle to exceed its legal weight to a seasonal axle weight that is determined by Alberta Transportation and the most common combinations are indicated in the chart on Schedule A included in this Policy.*

***The change from season to season as indicated above will be determined by Alberta Transportation and adopted by Flagstaff County.*

3. **Project Permit:** *This permit may be issued in conjunction with a specific project and will match its duration. This may include various specific sites and several different vehicles. All sections of this policy must be adhered to in a project permit.*

B. Permit Conditions

1. The County will not collect a fee for permits.
2. The County may contract the service of issuing permits pursuant to applicable Provincial/Federal Legislation, to any person, business or corporation.
3. The permit is valid only for the route/vehicle(s) specified.
 - I. All permits for a single conveyance shall expire at 12:00 midnight on the day after the permit is issued unless otherwise stated on the permit.
 - II. No trips shall commence until 2 hours has elapsed from the time the permit was issued.
 - III. The issuer of the permit may apply conditions to these permits as deemed necessary, and/or stated in this procedure or Provincial Legislation, to preserve the integrity of the roads and bridges in the County.
 - IV. Any deviations from the conditions imposed, including route information, vehicle or vehicle combination information, and any breaches of County procedure, the Traffic Safety Act or any of its regulations shall be sufficient cause for the County to revoke or cancel the permit and to refuse further issuance of permits to the permit holder.

V.A decision to revoke, cancel and withhold permits from a specific permit holder may be made by the Peace Officers or Public Works. Such a decision must be presented to County Council at the next Council meeting. Council has the authority to uphold, modify, or reverse the Peace Officer's or Public Works' decision.

VI.The permit holder shall be responsible for all damages to roads as a result of their public vehicle(s) traveling on it.

C. Road Bans

1. A permanent ban will be placed on the following roads at the following weight restriction. These restrictions may be removed on or after the date Alberta Transportation declares winter weight allowances in effect for roads under their control. These restrictions shall be reinstated when frost levels begin to decline to the point where protection of these roads is once again required.
 - i) All oiled roads @ 90%;
 - ii) Rge Rd 125, North for 1.75 miles from Twp Rd 444 @ 75%;
 - iii) Rge Rd 125, North for 0.75 miles from Twp Rd 414 @ 75%;
 - iv) Rge Rd 153, North for 2.5 miles from Twp Rd 412 @ 75%;
 - v) Twp Rd 414, East for 2 miles from Rge Rd 132 @ 75%;
 - vi) Twp Rd 432, East for 2 miles from Rge Rd 142 @ 75%.
 - vii) Rge Rd 110, South for 2 miles from Twp Rd 460 @ 75%;
 - viii) Rge Rd 143, South for 2 miles from Twp Rd 460 @ 75%;
 - ix) Rge Rd 145, North for 1.75 miles from Twp Rd 452 @ 75%;
 - x) Rge Rd 145, North for 1.5 miles from Twp Rd 454 @ 75%;
 - xi) Rge Rd 122, South for 2 miles from Twp Rd 420 (SH 608) @ 75%;
 - xii) Rge Rd 120, South for 1.5 miles from Twp Rd 412 @ 75%;
 - xiii) Rge Rd 102, South for 2 miles from Twp Rd 412 @ 75%;
 - xiv) Rge Rd 100, South for 6 miles from Twp Rd 420 (SH 608) @ 75%;
 - xv) Rge Rd 114, South for 2 miles from Twp Rd 402 (SH 602) @ 75%;
 - xvi) Rge Rd 125, North for 1.75 miles from Twp Rd 400 @ 75%;
 - xvii) Rge Rd 141, South for 2 miles from Twp Rd 410 @ 75%;
 - xviii) Rge Rd 152, South for 0.75 miles from Twp Rd 410 @ 75%;
 - xix) Rge Rd 154, South for 4 miles from Twp Rd 414 @ 75%;
 - xx) Rge Rd 155, North for 0.5 miles from Twp Rd 410 @ 75%;
 - xxi) Twp Rd 414, East for 2 miles from Rge Rd 154 @ 75%
2. In the spring, the County is required to protect roads from damage and may restrict the weight upon them, by way of a Road Ban Order, in the following manner:
 - i) All dirt/gravel roads, (unless otherwise specified), @ 75%;
 - ii) All oiled roads, (unless otherwise specified), @ 50%; and
 - iii) All paved roads as per Alberta Transportation recommendations.
3. Winter weight allowances may be placed on roads on or after the date that Alberta Transportation declares that winter weight allowances are in effect for roads under their control. Winter weight allowances will be the same as those indicated by Alberta Transportation unless otherwise stated. Under no circumstances will they exceed the winter weight allowance indicated by Alberta Transportation. Winter weight allowances will not apply to overload permits or on any banned roadway.
4. County Council shall be advised at the next regular meeting of bans.
5. In the event a farmer must haul grain or feed to or from his residence that is located adjacent to an oiled road banned at 50%, the farmer, using a farm licensed public vehicle, may exceed the 50% weight restriction to a maximum of 75%, **without a permit**,

providing he takes the shortest route to a road with a weight restriction of more than 50%. A commercial carrier employed by the farmer has the same privileges, but must apply for a Special "Site Specific" Permit.

6. No public vehicle shall exceed the maximum allowable weight for a bridge.
7. When a road is banned, a temporary or permanent sign indicating the weight restriction shall be posted at the beginning and end of the road and at all major intersections. Should a vehicle travel on a banned road where a sign was posted, but has been removed, damaged, struck, or fallen to the ground, the current Road Ban Order shall remain valid and the vehicle's axle weights must still be in compliance with that order.
8. Pursuant to the Commercial Vehicle Dimension and Weight Regulation, the following vehicles are exempt from Road Bans:
 - i) a vehicle in respect of which the combined gross weight of all the axles of the vehicle does not exceed 5000 kg;
 - ii) a school bus;
 - iii) a rubber tired farm tractor if it is not pulling a trailer;
 - iv) a vehicle crossing a highway;
 - v) a vehicle operated by or on behalf of the Government for the purpose of testing pavement strength;
 - vi) a vehicle transporting fresh milk or cream from where the milk or cream is produced;
 - vii) a vehicle transporting pregnant mare urine from the place where the urine is produced.
9. Pursuant to the Commercial Vehicle Dimension and Weight Regulation, when a road ban is in effect, the following vehicle may exceed the road ban to a maximum of **80%** without a permit:
 - i) a vehicle transporting domestic drinking water.
10. Pursuant to the Commercial Vehicle Dimension and Weight Regulation, when a road ban is in effect, the following vehicles may exceed the road ban to a maximum of **90%** without a permit:
 - i) a vehicle transporting bread;
 - ii) a vehicle transporting mail;
 - iii) a vehicle transporting heating fuel;
 - iv) a vehicle transporting fertilizer; or
 - v) a bus carrying passengers, other than a school bus.
11. Vehicles also exempt from Road Bans:
 - i) a vehicle transporting garbage; or
 - ii) a snow plow truck

D. Overload/Weight Restriction Agreement

1. Should a situation arise whereby an overweight vehicle must travel on a banned road or weight restricted bridge and any type of permit referred to in this procedure does not provide authority, a person or company may apply to Flagstaff County for an Overload/Weight Restriction Agreement (attached). Public Works has authority to enter into an Overload/Weight Restriction Agreement with a person or company. The agreement holder shall accept full responsibility for all damages to the road. Security under the agreement shall be in the following amounts:

- i) Energy or Oil/Gas & Private Trucking Companies \$25,000
- ii) Agriculture/Other Sector \$ 5,000

Security may be in the form of a certified cheque or an irrevocable letter of credit.

2. Should the entire trip on the banned road in question be less than 1 mile, Public Works has the authority to issue a Special "Site Specific" Permit, without entering into an Overload/Weight Restriction Agreement.
3. The County will undertake a pre and post inspection of the road (s) under this agreement to assess road conditions. An administration inspection fee of two hundred and fifty dollars (\$250) for each road location requested shall be charged to the Company. Both pre and post inspections must be initiated by the Company. The pre and post inspection may be conducted in the presence of a representative of the Company upon the Company's request.
4. In addition to entering into an Overload/Weight Restriction Agreement with the County, the person or company must also obtain a Project Permit and it shall only be valid for the routes, vehicles and dates indicated.
5. The Project Permit issuer may apply conditions to the permit as deemed necessary to preserve the integrity of the route.
6. All vehicles owned or operated by the person or company, for which a Project Permit has been issued pursuant to this section, must have a copy of the Project Permit in the cab of the vehicle and produce it to a Peace Officer or County employee upon demand.
7. An Overload/Weight Restriction Agreement must be entered into at least 24 hours prior to traveling on County Roads.
8. Under the umbrella of an Overload/Weight Restriction Agreement and Project Permit a vehicle may exceed the road ban to a maximum of 100% or legal weights, but is still required to utilize the maximum amount of axles or combination of axles allowed on the vehicle or trailers and the axle weights are distributed effectively.
9. A person or company that has entered into an Overload/Weight Restriction Agreement with the County must report any damages immediately to the County.
10. After the expiration of the Overload/Weight Restriction Agreement the person or company in question shall be refunded the bond amount less any costs assessed for damages to any road. A detailed statement of costs shall be included with the refund, if any. Overload/Weight Restriction Agreement will expire at the end of each year.

E. Inclement Weather

Flagstaff County authorizes the Public Works Coordinator(s) to delay, restrict, or prohibit travel of public vehicles on occasions where weather, such as heavy rain, has left the road surfaces in such a condition that any heavy traffic would damage the road.

F. RTAC Vehicles

RTAC Vehicles are those meeting weight and dimension standards under the Road and Transportation Association of Canada memorandum of understanding, adopted by the Province of Alberta and, in general, refer to tridem axle groups, trucks, trucks and trailers, and truck train combinations.

RTAC Vehicles operating on County roads do not require a permit or agreement to operate at legal axle weights, unless travel will be on a banned road or weight restricted bridge.

CAO Approval:	Date:
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Agreement: Overload / Weight Restrictions

BETWEEN

AND

Flagstaff County

(the "County", "we", "us", or "our" as applicable) at the following address:

(the "Agreement Holder", Company, "you", or "your" as applicable) at the following address:

Box 358 Sedgewick Alberta TOB 4C0

Telephone: (780)384-4100 Fax: 384-3635

Telephone: Fax:

County Representative:

Agreement Holder Representative:

Darrell Szott, PW Superintendent

Subject to the following terms and conditions the Agreement Holder is authorized to transport any goods, freight, etc. over the roads listed in Schedule A attached. The gross vehicle weight of all axles, or axle group may exceed the percentage axle weight posted (Road Ban Committee 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 and regulations.

Terms and Conditions

1. Inspection

The County will undertake a pre and post inspection of the road (s) under this agreement to assess road conditions. An administration inspection fee of two hundred and fifty dollars (**\$250**) for each road location requested shall be charged to the Company. Both the pre and post inspections must be initiated by the Company. The pre and post inspection may be conducted in the presence of a representative of the Company upon the Company's request.

2. Road Damages

The Company accepts responsibility for all road damages caused as a result of its use. The Company will provide security (bond, certified cheque, money order or irrevocable letter of credit) in the amount of twenty five thousand dollars (**\$25,000**), 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 Company, conduct any work necessary to remedy road damages deemed resulting from the Company's use and to invoice the Company 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, cheque, money order or irrevocable letter of credit provided by the Company to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:

- a) The Company 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 Company 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 Company 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 Company to the County pursuant to this Agreement is due to expire within a period of Sixty (60) days and the Company 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 Company 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 Company pursuant to this Agreement.

No trips shall commence until two (2) hours has elapsed from the time the agreement has been issued (this applies to road location changes noted below).

3. Road Location(s)

As noted above all overload routes/locations must be identified under this agreement (**Schedule A** attached). Road locations may be varied only through written consent provided by the County (and attached to this agreement). The Company must contact Road Data to initiate road location changes and/or pre/post inspections. Twenty four (24) hours notice must be provided for inspections 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.

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 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 \$1,000,000 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 **Dec. 31, 2008**. The agreement may be cancelled for non-compliance without notice.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.	
SIGNED AND DELIVERED on behalf of the County by an authorized representative of the County 1)	SIGNED AND DELIVERED by or on behalf of the Agreement Holder (or by an authorized signatory of the Agreement Holder if a corporation)
(Authorized Spending Authority)	(Agreement Holder or Authorized Signatory)
1)Shelly Armstrong, CAO	
(PRINTED NAME of above)	(PRINTED NAME of above)