

RED DEER COUNTY

TITLE: USE OF ROADS DURING ROAD BANS

Category: Operations Services

Policy Procedure _____
Bylaw _____ Guideline _____

No. 7.011

AUTHORITY: CC-06-030

DATE: January 24, 2006

REPLACES: CC-02-024

DATE: January 22, 2002

Further References:

PURPOSE

To provide regulations for use and protection of Red Deer County roads during periods of Road Ban.

GUIDELINES/SCOPE

In this policy, a street, road or highway means and includes any oiled road or highway, cold-mix surfaced road or highway, hot-mix surfaced road or highway or a gravel surface road or highway.

A person wishing to transport **heavy/oversize** loads during periods of Road Ban shall

1. Make application to the County and enter into a "Transportation of Heavy Loads" Agreement (see attached) prior to the move occurring.
2. Upon application and prior to the move occurring, pay the required fee as set by Red Deer County Fee Bylaw.
3. Provide the required Security Bond as set by Red Deer County Fee Bylaw, prior to the move occurring.
4. Upon execution of the agreement and receipt of the required fee and Security Bond, a permit allowing the move will be granted to the applicant.

A person with facilities located in or near the County who finds it necessary to transport **100 percent of legal loads** during the time of Road Ban shall

1. Prior to any move occurring, make an application to the County and enter into a formal "Facility Permitting" Agreement (see attached) allowing for the use of said roads during the time of Road Ban.
2. Post any security that may be required as determined by the County.

AGREEMENT NO. _____

**RED DEER COUNTY
AGREEMENT FOR THE TRANSPORTATION OF HEAVY LOADS
ON RED DEER COUNTY ROADS**

BETWEEN: **RED DEER COUNTY**
of 28106 Rge Rd. 275
Red Deer County, AB T34S 2L9
In the Province of Alberta,
(hereinafter called "the County")

OF THE FIRST PART
- and -

(Company Name and Address - hereinafter called "the operator")
OF THE SECOND PART

WHEREAS the operator proposes to move a load on the following County road(s)

and,

WHEREAS the County may enter into an agreement and may specify such conditions as it considers reasonable to protect the safety of the public and the highways within the County. This agreement is applicable only during road ban conditions.

THEREFORE PURSUANT TO THE *MOTOR TRANSPORTATION ACT*, CHAPTER M-20, REVISED STATUTES, 1980 AND AMENDMENTS THERETO, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

THE OPERATOR SHALL:

1. Provide a **non-refundable** cheque, money order, or bank draft in the amount of **ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$1,850.00)** (includes G.S.T.) per mile or part thereof, prior to moving the load.
2. Provide repairs to the road as may be required of the County Operations Department. The said repairs are to be completed within five (5) days of notification by the County that repairs are required. Failing compliance with the request for repairs, the County may draw all or part of the security as provided in Section (2) above.
3. Move the load during hours as may be authorized by the Director of Operations, or his designate.
4. A Carrier operating on behalf of the Operator shall obtain a Transit Permit from Roadata Services Ltd. at (403) 341-7466 or 1-888-830-7623 prior to transporting any load.

THE COUNTY SHALL:

- 1. Authorize the operator to move the load as follows:

FROM: _____

TO: _____

VIA: _____

- 2. The County may set out conditions they see fit to require the operator to qualify for the County authorization.

SPECIAL CONDITIONS:

- 3. After the load(s) have been moved to the destination, the County will determine what works if any may be required to the road and the operator shall be so notified to rectify the problem within five (5) days. Failing compliance, the County may withdraw all or part of the security as provided in Section (2) above.
- 4. Return the Security Bond after any necessary deductions that may be required to repair damages as determined by the Operations Department. Violation of the terms and/or conditions of this agreement may result in an immediate shut down of the load moved and invalidate this agreement. Permits issued pursuant to this agreement may also be invalidated.

This agreement shall remain in effect from the _____ Day _____ A.D., to the _____ Day of _____ A.D. _____

This agreement is not valid on provincial highways.

IN WITNESS WHEREOF the parties hereto have affixed their hands and corporate seals this _____ day of _____, 20____.

FOR RED DEER COUNTY

FOR THE OPERATOR

Print Name/Title

Print Name/Title

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ANY EMERGENCIES OR SITUATIONS THAT MAY ARISE:

EMERGENCY CONTACT:

NAME: _____

CELL NO. _____

PHONE NO. _____

FAX NO. _____

E-MAIL: _____

The personal information requested on this form is being collected for contact for road bans under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act, and is protected by the FOIP Act. If you have any questions about the collection, contact the County FOIP Coordinator at (403) 350-2152.

PERMIT NO. _____

**RED DEER COUNTY
Facility Permitting Agreement**

THIS AGREEMENT MADE in duplicate this _____ day of _____ 20__.

BETWEEN:

RED DEER COUNTY
of 38106 Rge Rd 275, Red Deer County,
In the Province of Alberta,
(hereinafter called "the County")

OF THE FIRST PART

- and -

(hereinafter called "the applicant/owner")

OF THE SECOND PART

WHEREAS, the applicant/owner is the registered owner of the facilities located:

AND WHEREAS, the applicant/owner necessitates the use of the following County road(s):

_____ by heavy vehicles and equipment to carry on its business.

AND WHEREAS the parties wish to enter into a formal agreement regarding the use of the said County road(s) during Spring Road Bans.

IT IS HEREBY AGREED AS FOLLOWS:

1. The County hereby consents to the applicant/owner using the said road(s) including the operation of equipment or vehicles thereon that might otherwise require a special permit for exemptions from Spring Road Ban, to a maximum of 100% legal loads.
2. A joint inspection of the road(s) on question may be arranged at the onset of entering into this formal agreement. It is the understanding of all parties that the road(s) in question are to be left in as good condition upon expiry of the Spring Road Bans as before entering into this agreement. It is understood that the applicant/owner will complete all repairs including regravelling at its expense, if deemed necessary by the County's Director of

Operations or the County may complete the required works at the expense of the applicant/owner.

3. The applicant/owner agrees to be responsible for repair of any damage to the road(s) or pay for the repairs of the damage as required under this agreement whether or not that damage is attributable to its operation. The road(s) under agreement are banned to the specific weight restrictions to all users with the exception of that party entering into the agreement.
4. The applicant/owner may be required to post a security with the County in an amount and form acceptable to the County to guarantee the performance of the applicant/owner's responsibility with regard to any necessary repair and/or regravelling of the road.
5. This agreement shall remain in effect for the period of time during the Spring Road Ban as set by County Policy.

IN WITNESS WHEREOF the parties hereto have executed these presents and affixed their corporate seal by their duly authorized officers in that behalf the day, month and year first above written.

RED DEER COUNTY

APPLICANT

Operations Services Director

Name/Title

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ANY EMERGENCIES OR SITUATIONS THAT MAY ARISE:

EMERGENCY CONTACT:

NAME: _____

CELL NO. _____

PHONE NO. _____

FAX. NO. _____

E-MAIL: _____

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