

# 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 T0B 4C0

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

Telephone: Fax :

County Representative:

Trina Lassu, PW Administrative  
Coordinator - Industry Liaison

Agreement Holder  
Representative:

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**) for the Energy or Oil/Gas & Private Trucking Companies or five thousand dollars (**\$5,000**) for the Agriculture Sector, 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 RoaData Services Ltd. to initiate road location changes and/or pre/post inspections. Forty-eight (48) hour 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 **December 31, 20 \_\_\_\_**. 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)

(Authorized Spending Authority)

1) Shelly Armstrong, CAO

(PRINTED NAME of above)

**SIGNED AND DELIVERED** by or on behalf of the **Agreement Holder** (or by an authorized signatory of the Agreement Holder if a corporation)

(Agreement Holder or Authorized Signatory)

(PRINTED NAME of above)



# FLAGSTAFF COUNTY MULTIPLE LOAD ROAD USE AGREEMENT

**Prime Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Prov:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Phone (office):** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_

**Origin LSD:** \_\_\_\_\_ **Destination LSD:** \_\_\_\_\_

**Proposed Route:** \_\_\_\_\_

**Activity Type (Please circle the ones that apply):**

Drilling Rig    Frac    Gravel    Hauling Soils or Liquids    Service Equipment    Agricultural Commodities    Other:

**Estimated # of Loads:** \_\_\_\_\_

This agreement is between Flagstaff County (the "County", "we", "us", "municipality" or "our") and the Prime Contractor as listed above (the "agreement holder", "prime contractor", "company", "you", or "your").

I hereby acknowledge I am able to act on behalf of the Prime Contractor noted above and request approval for this Prime Contractor or its agents to request use of Flagstaff County roads as described in the Proposed Route. By signing this agreement, the Company accepts the following conditions:

1. Where more than ten (10) loads will be required by the same person or company, a Multiple Load Road Use Agreement is required.
2. The County will undertake a pre and post inspection (\$250 administration inspection fee will be charged to the permit holder) of the road (s) under this agreement to assess road conditions. The pre and post inspection may be conducted in the presence of a representative of the Company upon the Company's request.
3. The Company is to notify Flagstaff County, by way of obtaining a permit through RoaData Services, 48 Hours Prior to the proposed move.
4. All assessed cost for road damages are determined by a Flagstaff County representative which are costs required to restore the road back to its original condition prior to utilizing the route. A company representative may be present when the costs for damages are established. Once repairs have been completed, the Company will be invoiced for the actual costs of repairs.
5. The applicant shall indemnify and save harmless Flagstaff County and Flagstaff County employees, any and all of these, from any and all claims, actions or suits brought forth due to the operations conducted under this agreement.
6. The Company accepts responsibility for all road damages caused as a result of its use.
7. The Company must comply with all regulations under the Alberta Traffic Safety Act.



# FLAGSTAFF COUNTY MULTIPLE LOAD ROAD USE AGREEMENT

8. The Company is required to supply dust control upon receiving a complaint regarding dust in front of any residence or location of concern along their haul route. MG 30, a dust suppressant or Water Truck will be utilized for a minimal distance of 200 meters in front of the residence or location of concern and will be maintained for the duration of this agreement by the agreement holder. Upon direction by Flagstaff County, additional MG 30 or a Water Truck may be required for the full route based on the Traffic Volume. This will be the responsibility of the Agreement Holder.
9. The Company will contribute to any graveling or grading work required in excess of the regular scheduled maintenance on an ongoing basis.
10. The Company agrees to cease all hauling during periods of heavy rain or when the road is in poor condition. The Company is responsible for checking for movement related restrictions by going online at [www.roadata.com](http://www.roadata.com), calling 1-888-730-3745, or by signing up for the free notification system offered through RoaData Services Ltd
11. The Company agrees to ensure the road condition is safe at all times, if the road condition requires immediate maintenance the County is to be notified immediately.
12. Blocking of County roads will not be permitted under any circumstances. Through traffic must always be maintained.
13. The Company may be permitted to unload/load any equipment on any gravel, dirt or sand surface road allowance. Although, the Company is not permitted to park any equipment, vehicles or trailers on the road.
14. The Company will not be permitted to unload/load any equipment on a paved or oiled surface road allowance.
15. The Company MUST immediately notify Flagstaff County of any road damages during the time this agreement is in effect.
16. Noncompliance of any conditions listed may result in "Revoking the Privilege" for future authorization of "Multiple Load Road Use Agreements".
17. Use legal weights only, and notify the RoaData Services Ltd. of any overweight / over dimensional loads prior to hauling. If permission is requested for overload weights during Road Ban Season or for travel above a posted Road Ban limit, application may be made to enter into an Overload/Weight Restriction Agreement.
18. **Flagstaff County is to be advised of major hauls (10 or more loads of 11,797 KGS or greater in a 24 hour period to or from the same location), ALL Drilling Rig Moves or any movement of overweight equipment on Municipal roadways by way of obtaining a permit through RoaData Services Ltd. at (888) 730-3745.**
19. The Applicant shall notify all contractors or subcontractors of the route that must be followed when transporting goods or services into the location.

**Date:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Position:** \_\_\_\_\_ **Contact #:** \_\_\_\_\_

**RETURN COMPLETED FORM TO RoaData Services Ltd: Fax: 403-341-7467 or by E-mail: [permits@roadata.com](mailto:permits@roadata.com)**

**This Road Use Agreement is NOT Valid Unless Accepted by the Municipality Below**

*Office Use Only*  
Accepted:

EFFECTIVE DATE: \_\_\_\_\_

AGREEMENT NUMBER: \_\_\_\_\_

ATTACHED CONDITIONS TO BE FOLLOWED:  YES  NO

Public Works Dept.  
Box 358 Sedgewick, Alberta T0B 4C0  
Telephone: (780) 384-4100 Fax: (780) 384-3635



**A. Flagstaff County Permits**

RoaData Services Ltd. will administer and issue, on behalf of Flagstaff County, 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 a 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%;
  - A vehicle may be permitted to travel on a banned road, at a maximum weight of 100%, upon review and approval of Public Works.

The permit is only valid for one (1) location, but can be issued for the entire year, expiring on December 31<sup>st</sup>.

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.

\*\*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. The permit is issued once an Overload/Weight Restriction Agreement is in place.

This may include various specific sites and several different vehicles. All sections of this procedure must be adhered to in a project permit.

The project permit can be set up for divisible or non-divisible multiple loads. The project permit allows the loads to travel at 100% on a road ban. The permit will expire December 31<sup>st</sup> of each year or when the Overload/Weight Restriction Agreement is expired or cancelled.

**B. Permit Conditions**

1. The County will charge a Fixed Municipal Fee for permits; please refer to the Fees and Charges Schedule. The Fixed Municipal Fee will be collected by the TRAVIS MJ permit system.
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 two (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) The following oiled surface roads will be banned at 50% in the spring, 75% in the summer and fall and 90% in the winter;

- Rge Rd 151, North from Hwy 13 for 0.4 miles.
- Rge Rd 425A, South from Highway 13 for 1.75 miles
- Rge Rd 103, South from Twp Rd 425 for 1 mile
- Twp Rd 442, East from Rge Rd 130 for 2.0 miles;
- Rge Rd 130, North of Hwy 13 for 0.2 miles

The oiled surface road, Twp Rd 442, East from SH 869 for 0.4375 miles will follow the same road ban posting as a gravel road.

ii) Specific gravel/dirt/sand roads will be banned at 75% year-round to reduce heavy truck traffic, please refer to the most current Flagstaff County Road Ban Order

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 gravel/dirt/sand roads, (unless otherwise specified), at 75%;

ii) Oiled surface roads as listed above, (unless otherwise specified), at 50%;

iii) The following paved roads:

- a. ATCO Power Plant Road Twp Rd 410 to ATCO Power Plant 4.5 miles, at 100%
- b. County Airport Road Rge Rd 131, north for 0.75 miles from Hwy 13, at 75%
- c. Galahad Access Road Twp Rd 412, west for 4.0 miles from Hwy 36, at 100%

iv) All primary and secondary highways as per Alberta Transportation.

If the temperature drops to -5 degrees Celsius or colder, the 75% weight restriction on gravel roads will be exempt and a vehicle is permitted to travel on the banned road, at a maximum weight of 100%.

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. No public vehicle shall exceed the maximum allowable weight for a bridge.
5. 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.
6. 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; as defined in the Use of Highway and Rules of the Road Regulation.
  - iii) a rubber-tired farm tractor if it is not pulling a trailer;
  - iv) a vehicle crossing a banned road;
  - 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.
7. 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.
8. 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.
9. Vehicles also exempt from Road Bans (to a maximum legal weight of 100%):
  - i) a vehicle transporting garbage; or
  - ii) a snowplow truck; or
  - iii) a vehicle required for emergency exceptions as defined under Part 3 Section 10 of the Commercial Vehicle Dimension and Weight Regulation.

#### **D. Overload/Weight Restriction Agreement**

1. Should a situation arise whereby an overweight vehicle must travel on a banned road 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 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 one (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 forty-eight (48) 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 number 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 or termination of the Overload/Weight Restriction Agreement the person or company in question shall be refunded the security 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. Multiple Load Road Use Agreement**

1. Where more than ten (10) loads per day will be required by the same person or company, a Multiple Load Road Use Agreement (attached) is required. Public Works has authority to enter into a Multiple Load Road Use Agreement with a person or company. The agreement holder shall accept full responsibility for all damages to the road.

Agricultural producers are only required to obtain a Multiple Load Road Use Agreement from Spring Ban season to July 1<sup>st</sup>, the remainder of the year Agricultural producers are exempt to haul commodities.



2. The Multiple Load Road Use Agreement shall be obtained through RoaData Services Ltd. at least forty-eight (48) hours prior to traveling on County roads.
3. In addition to entering into a Multiple Load Road Use Agreement with the County, the person or company must also obtain a permit through RoaData Services Ltd. and it shall only be valid for the routes, vehicles and dates indicated.
4. 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) shall be charged to the permit 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.
5. The agreement holder is required to supply dust suppressant, if hauling more than twenty-five (25) loads per day, for all residents along the haul route prior to the start of and during the duration of the project. MG 30 or a water truck will be utilized for a minimum distance of 200 meters in front the residence or location of concern.
6. The County may apply conditions to the permit as deemed necessary to preserve the integrity of the route.
7. All vehicles owned or operated by the person or company, for which the permit has been issued pursuant to this section, must have a copy of the permit in the cab of the vehicle and produce it to the Peace Officer or County employee upon demand.
8. A person or company that has entered into a Multiple Load Road Use Agreement with the County must report any damages immediately to the County.

**F. Inclement Weather**

Flagstaff County authorizes Public Works 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.

**G. 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.

Tri-drive trucks operating on County roads need a permit or agreement to operate at legal axle weights or will only be legal to carry 17,000 kg

CAO Approval: <i>S. Armitage</i>	Date: June 18, 2020
Review Cycle: Every three years	Next Review Date: 2023