

TOWN OF DIDSBURY
BY-LAW 2006-17
Amended November 8th 2016

WHEREAS, pursuant to the Traffic Safety Act, of the Province of Alberta and the Municipal Government Act, a Council may make by-laws for the regulation and control of vehicle, animal and pedestrian traffic;

AND WHEREAS, Section 152 of the Traffic Safety Act, RSA 2000, c. T-6. As amended ("The Act") provides that a Council of a municipality may, for the physical preservation of a highway under its direction, control and management, make bylaws restricting the weight of a commercial vehicle or a commercial vehicle and any goods being carried by the vehicle, to a weight that may be bore under this Act;

AND WHEREAS, the Act provides that the Council of a municipality may by bylaw delegate to an employee of the municipality the power to impose road bans;

AND WHEREAS, the Council of the Town of Didsbury deems it necessary to provide for weight restrictions for vehicles on highways under the direction, control and management of the Town of Didsbury;

NOW THEREFORE The Council of the Town of Didsbury duly assembled enacts as follows:

1. This By-Law may be cited as the **"Traffic By-Law"**;
2. Definitions of words or phrases in this By-Law shall have the same definitions as those contained in the Traffic Safety Act; or as follows:
 - a. "By-Law Enforcement Officer" – as per the Municipal Government Act
 - b. "Development Officer" – as appointed by resolution of Council
 - c. "Bus" – a motor vehicle designed for carrying more than 12 passengers that is used or intended to be used for the transportation of persons and includes any other motor vehicle designated by order of the Board as a bus
 - d. "Disabled person" – any person with a disability seriously and permanently impairing the ambulatory movement of that individual
 - e. "Private land" – the land owned by a private person or company other than a municipality
 - f. "Park" means a public space controlled by the Town and set aside as a Park to be used for rest, recreation, exercise, pleasure, amusement and enjoyment and includes:
 - i. Playgrounds
 - ii. Cemeteries
 - iii. Natural Areas
 - iv. Sports Fields
 - v. Pathways
 - vi. Trails
 - vii. Park Roadways; and
 - viii. Municipal and Environmental Reserve lands
3. No person shall operate or park a commercial vehicle, in excess of six (6) metres in length, or over 4,000 kilograms GVW on any highway, other than a highway as specified in Schedule "A" attached hereto and forming part of this By-Law;

4. The following shall not be deemed to be operating a commercial vehicle in contravention of Section 3 above, if:
 - a. The owner or operator of a single commercial vehicle, including school buses, but excluding recreational vehicles, in excess of six (6) metres in length, or over 4,000 kilograms GVW is in possession of a valid permit issued, according to Section 5, by the By-Law Enforcement Officer or the Development Officer, specifying the most direct and practical route between the nearest Truck Route and the owner's residence and the commercial vehicle is proceeding along that route; and
 - b. If the owner/operator is in possession of a valid Development Permit and Home Occupation business license. A truck permit is also required but the truck permit fee shall be waived. A truck parking permit will not automatically be granted with a business license.
 - c. The commercial vehicle is proceeding to or from the premises, which are off of a truck route, of bona fide customers of the owner or operator of the commercial vehicle for the purpose of collecting goods or services and the shortest direction route is taken to or from the nearest truck route; or
 - d. The commercial vehicle is proceeding to or from premises, which are off of a truck route, designated as commercial or industrial, occupied by the owner of the commercial vehicle and the shortest direct route is taken to or from the truck route; or
 - e. The commercial vehicle is proceeding to or from a premises which are off of a truck route, for the purpose of carrying household goods and furniture belonging to a person who is moving his residence to or from the residence and the shortest direct route is taken to or from the truck route; or
 - f. The commercial vehicle is proceeding to or from premises where a business of the repair or maintenance of vehicles is lawfully carried on, for the purpose of being serviced or repaired on such premises; or
 - g. The commercial vehicle is towing a disabled vehicle from a highway other than a designated truck route; or
 - h. The commercial vehicle is owned by the Town of Didsbury or being used in work being done for or under contract to the Town.
5. The following shall be the requirements for the issuing of permits as specified in 4 a) and 4b):
 - a. The permit issued by the By-Law Enforcement Officer or the Development Officer, must be applied for in writing, on a form provided by the Town. Approval of such permit to be at the sole discretion of the By-Law Officer/Development Officer. The residence in question must be at least a minimum size of 0.3 of an acre in size or as approved by the By-Law Enforcement Officer or Development Officer. The person applying for the permit must also have letters from adjacent neighbors or at the request of the By-law Enforcement Officer or the Development Officer, stating they agree with the application; and
 - b. The commercial vehicle is parked at the owner's residence either in an enclosed structure or on the property such that no part of the commercial vehicle will protrude into the area between the front of the residence and the street; and
 - c. Permits will be made VOID if the direction on the permit is not followed as written or at the sole discretion of the By-law Enforcement Officer or the Development Officer. Cancelled permits may be appealed to the Town Council within fourteen (14) days of cancellation; and

- d. Permit application fee and forms are a non refundable fee (see current Rates, Fees and Fines Bylaw). Permits are to be renewed on an annual basis every January 1; and
 - e. Upon request at the Town Office, a temporary 24 hour parking permit may be granted by the By-Law Enforcement Officer, for the purposes of taking a commercial vehicle home for cleaning.
- 6. No person shall park a commercial vehicle and/or commercial trailer on any highway, not designated as a truck route, or on any truck route that is specifically posted to restrict parking of commercial vehicles in excess of six (6) metres in length, or over 4,000 kilograms GVW except where the trailer is a bona fide travel trailer.
- 7. No person shall park an unattached trailer of any type on any highway within the Town limits.
- 8. No person shall make use of any engine retarding devices within the Town limits.
- 9. No commercial vehicle in excess of six (6) metres in length or over 4,000 kilograms GVW shall be parked on any residential street not designated as a truck route, or any truck route that is specifically posted to restrict parking of commercial vehicles.
- 10. The Town Council is hereby delegated the power by resolution of Council:
 - a. To prescribe where traffic control devices are to be located, including traffic control devices restricting the speed of vehicles, and such traffic control devices shall be deemed to have been made by By-Law of the Town and providing for a record of all the locations to be kept which shall be open to public inspection during normal business hours.
- 11. The marking of a curb with yellow paint, placed by the Town of Didsbury only, shall be deemed to be a traffic control device to prohibit stopping and/or parking on the roadway immediately adjacent to the marked curb.
- 12. No person shall ride a bicycle on any sidewalk in the downtown core of Didsbury, Schedule "C", nor park any such vehicle in such a manner as to obstruct the use of a sidewalk by pedestrians. Children's bicycles and tricycles having a wheel diameter of less than 50 cm's shall be exempt from this provision.
- 13. Parade or Procession:
 - a. No parade or procession, other than a funeral procession, shall pass over any highway within the Town unless and until a permit for the passage has been issued by the Mayor, or Council by a resolution has expressly permitted it.
 - b. A funeral procession shall be allowed passage over any highway within the Town without the permit of Council resolution required by Section 13 (a) above.
- 14. No person shall drive on any alley at a rate of speed greater than 20 kilometers per hour.
- 15. Council may, upon application in writing, allow a person to display any goods for sale or offer any goods for sale or sell any goods on a highway.
- 16. Disabled Persons & Reserved Parking
 - a. No person shall park or leave a vehicle in a space reserved for disabled persons parking, which has been designated by a traffic control device, unless such person has marked the vehicle with an appropriate symbol and permit, issued by the proper authorities, indicating it as a disabled persons vehicle (Schedule "D"); and
 - b. No person shall park or leave a vehicle on private land in a space reserved for disabled persons parking, which has been designated by a traffic control device erected by the land owner, tenant or their agent, unless such person has marked the

- vehicle with an appropriate symbol and permit, issued by the proper authorities, indicating it as a disabled persons vehicle; and
- c. Vehicle parked contrary to Subsection (a) or (b), will be tagged with a violation ticket and may be impounded and removed.
17. No person, without a valid parking permit issued by the Town, shall park in an area reserved for parking permit holders.
18. Unless required or permitted by the Traffic Safety Act or by this By-Law or by a traffic control device, or in compliance with the directions of a peace officer, or to avoid conflict with other traffic, a driver shall not stop or park his vehicle:
- a. On a sidewalk or boulevard,
 - b. On a crosswalk or on any part of a crosswalk
 - c. Within an intersection other than immediately nearest to a curb in a "T" intersection,
 - d. Within an intersection nearer than five (5) metres to the projection of the corner property line immediately ahead or immediately to the rear, except where a control device indicates parking is permitted,
 - e. Within five (5) metres on the approach to a stop sign or yield sign,
 - f. Within five (5) metres of any fire hydrant or when a hydrant is not located at the curb, within five (5) metres of the point on the curb nearest the hydrant,
 - g. Within one and one-half(1.5) metres of any access to a garage, private road or driveway, or a vehicle crossway, over a sidewalk to a parking area,
 - h. Within five (5) metres of the near side of a marked crosswalk,
 - i. Alongside or opposite any street excavation or obstruction when the stopping or parking would obstruct traffic,
 - j. At any other place where a traffic control device prohibits stopping or parking, during the times stopping or parking is so prohibited.
 - k. On the roadway side of a vehicle parked or stopped at the curb or edge of the roadway,
 - l. At or near the side of any fire, explosion, accident, or other incident, if stopping or parking would obstruct traffic or hinder police officers, firemen, ambulance drivers or assistants or rescue officers or volunteers, or
 - m. In any alley when the stopping or parking would obstruct traffic except when standing temporarily for the purpose of and while actually engaged in loading or unloading.
19. A person shall not park a vehicle that is being displayed for sale or that is displaying advertising directing persons to a commercial premises on a highway.
20. When parking on a roadway, a driver of a vehicle shall park that vehicle with the sides of it parallel to the curb or edge of the roadway; and
- a. With the right hand wheels of it not more than 500 millimeters from the right hand curb or edge of the roadway; or
 - b. In the case of a one-way Highway where parking on either side is permitted, with the wheels closets to a curb or edge of the roadway no more than 500 millimeters from the curb or edge and with the vehicle facing the direction of travel authorized for that Highway.

21. No person shall stand upon, or walk along a roadway for the purpose of soliciting a ride from the driver of any vehicle within the Town of Didsbury

22. No group of more than three (3) persons shall congregate so near to each other on any highway, crosswalk or sidewalk as to obstruct the entrance to any building or to obstruct or prevent other persons using such highway, crosswalk or sidewalk;

- a. Every person being a member of such a group shall, after a request has been made by a Peace Officer, or By-Law Enforcement Officer, forthwith disperse and move away.

23. Vehicles on Parkland

- a. No person shall operate a vehicle on Parkland except on a Park roadway.

24. No person shall park a vehicle in a park except in areas set aside for parking. Road Use Agreements and Road Bans

- a. Council of the Town of Didsbury has delegated the power to impose Road use Agreements or Road Bans to the Chief Administrative Officer or their designate;
- b. No person, except under the authority of a permit issued by the Town, shall operate or move upon or over any road within the Town of Didsbury municipal boundaries any vehicle, load, building, machine, or property which may:
 - i. obstruct traffic; or
 - ii. which exceed the maximum height, weight or length limitations as set out in the Traffic Safety Act or its regulations; or
 - iii. any other object or property which in the opinion of the Town may have adverse effect on the roadway or persons using the roadway, and:
- c. Any person in contravention to subsection (b) shall exit the roadway upon demand of a Peace Officer.
- d. Before granting permission to move the load, object, or thing over any highway as prescribed in subsection (b), the Town may, require a road use agreement (Schedule E).
- e. The Town may issue a permit in special cases for the operation of a particular type of vehicle and for a load, or the movement of any other class of traffic otherwise prohibited by this Bylaw.
- f. The Town may require that that owner, operator, driver or mover of such vehicle and/or load, or any of them, as a condition prior to obtaining a permit referred to in Section 4 to agree to be responsible for all damages which may be caused to the highway by reason of driving, operation or moving of any such vehicles and/or load upon the highway and the Town may, as a condition prior to the granting of such permit, require security sufficient to cover the cost of repairing such possible injury or damage to the roadway.
- g. Road Bans
 - i. The Council of the Town of Didsbury reserves the right to limit the weight of any load traveling on any highway under their jurisdiction by way of Road Bans;
 - ii. At any point in time that a road ban is imposed, the Chief Administrative Officer shall cause signs to be erected along the highway as considered necessary to notify persons using vehicles on the highway of the prohibition, limitation, condition or restriction;

Penalty & Effective Date

- a. Any person who contravenes any provision of this By-Law is guilty of an offence,
- i. Any person who is guilty of an offence under this By-Law is exclusive of costs or in default of payment of the fine and costs, to imprisonment for any period not exceeding six (6) months, unless the fine and costs including the costs of committal are sooner paid,
- j. A Peace Officer may issue a tag in the form prescribed by Schedule "B" to allow payment of a penalty to the Town of Didsbury in lieu of prosecution for the offence. Penalties prescribed are listed in the current Town of Didsbury Rates, Fees and Fines Bylaw
- k. Any person other than the owner of the vehicle who removes a tag from a vehicle is guilty of an offence.

25. By-Law No. 99-17 is hereby repealed.

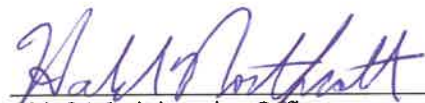
26. This By-Law shall come into effect on the date of the final reading.

Read a first time to amend Bylaw 2006-17 this 8th day of November, 2016 A.D.

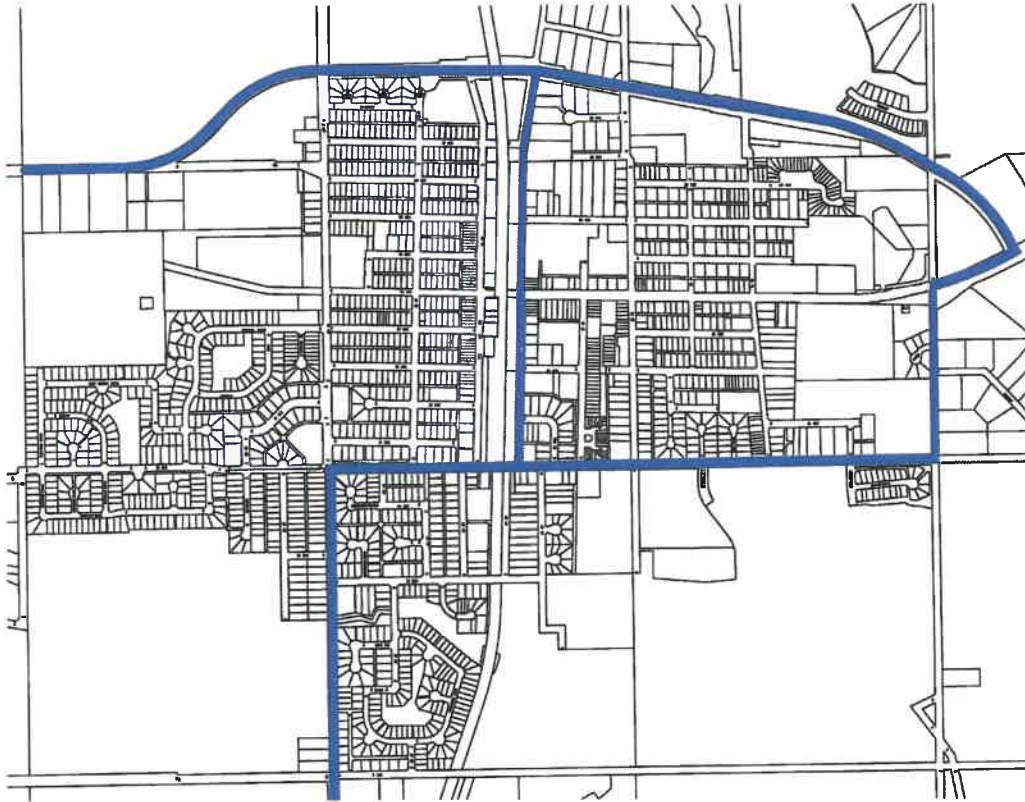
Read a second time amend Bylaw 2006-17 this 8th day of November, 2016 A.D.

Read a third time by unanimous consent, to amend Bylaw 2006-17 this 8th day of November, 2016 A.D.


Mayor


Chief Administrative Officer

SCHEDULE "A" – Truck Route



Truck Routes

1. 15th Avenue from East Town Limits to 23rd Street
2. 23rd Street from 15th Avenue to South Town Limits
3. 19th Street from North By-pass Road to 15th Avenue
4. North By-pass Road within Town Limits

Truck Parking

- Along 19th Street where not prohibited by the By-Law.
- Any designated parking area for the purpose of truck parking.
- No truck parking shall be permitted on any other street or parcel of land within the Town, unless authorized by this By-law.
- 20th Avenue from 19th Street to 14th Street – two (2) hour parking limit.

SCHEDULE "B" – Ticket

TOWN OF DIDSBURY
BOX 790, 2037 19TH AVENUE
DIDSBURY, AB T0M 0W0

TICKET
Nº 176

☐ T.S.A. ☐ U.H.R.R. ☐ V.E.R. ☐ OTHER ☐ BY-LAW

THIS TAG IS FOR BREACH OF: _____

SECTION: _____

PENALTY: \$ _____ WARNING: _____

LICENSE: _____ MAKE/COLOUR: _____

DATE: _____ TIME: _____ HRS.

OFFENCE: _____

LOCATION: _____

NAME: _____

ADDRESS: _____

You may avoid prosecution for this offence by paying the penalty above within **TEN** (10) days, to the address above. Failure to do so will result in prosecution in Provincial Court.

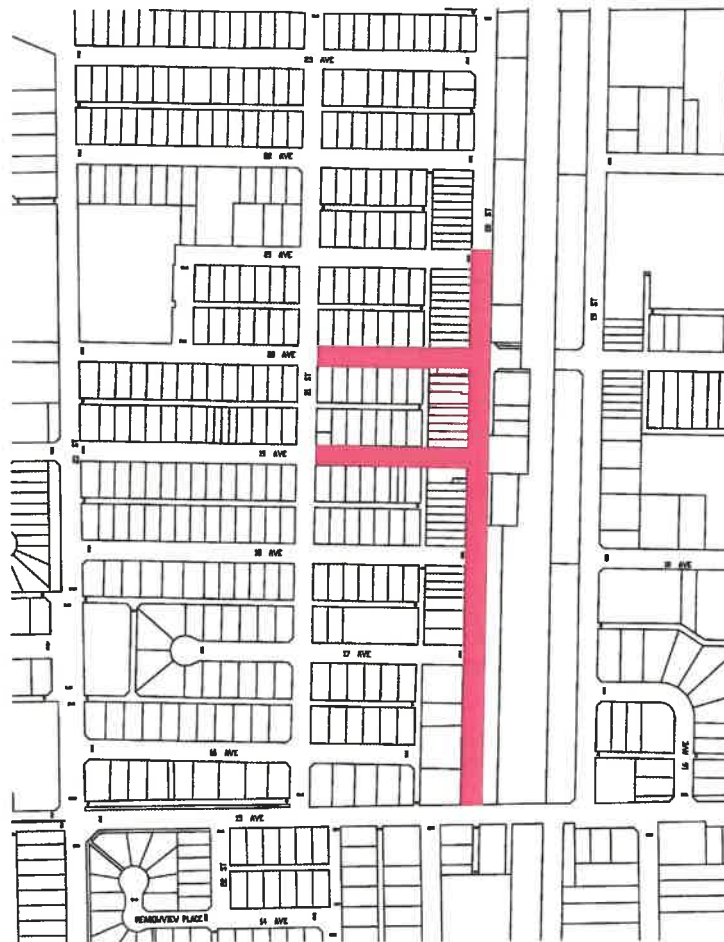
Penalty may be remitted by mail (cheque or money order only) but **MUST** be accompanied by this tag. Receipt supplied on request if sender's name and address is provided.

If this By-Law ticket is paid within three (3) working days, from date of issue, the fine will be reduced by \$10.00.

Please make payment payable to TOWN OF DIDSBURY.

Issuer: _____ Issue Date: _____

SCHEDULE "C" – Bicycle Route



SCHEDULE “D” – Handicap Persons Tag

Alberta Registries



SCHEDULE “E” – Road Use Agreement

1. Master Road Use Agreement

- 1.1 Before moves may be permitted within the Town of Didsbury the Applicant may be required to:
 - 1.1.1 Apply for Master Road Use Agreement, by submitting the attached Application for a Master Road use Agreement.
 - 1.1.2 Provide the Town of Didsbury with a Letter of Credit in the amount of \$50,000.

2. Addendum to Master Road Use Agreement

- 2.1 The Applicant may be required to apply for a Haul Route Agreement, when within the Town of Didsbury, by submitting the attached Schedule “A”. This may be required for each move.
- 2.2 Once the Applicant submits the Haul Route Agreement, a Town of Didsbury representative will review it and, if approved, may authorize such approval by signing and faxing or emailing approval to the Application, thus allowing the Applicant to move.
- 2.3 The Applicant must allow a 24-hour period for said review and subsequent approval to transpire.
- 2.4 Inspections of the roads identified on the Haul Route Agreement may be carried out at the following times in the presence of official designates of the Town and the Applicant at a time set by the Town and the Applicant or by the designate of the Town alone if so agreed to by the Applicant:
 - 2.4.1 prior to use of the Roads
 - 2.4.2 during the use of the Roads
 - 2.4.3 following completion of use of the Roads

The Town and the Applicant shall both acknowledge the results of all inspections by having the inspection document(s) signed by their official designates. Inspection fees shall be paid by the Applicant to the Town.

3. Road Use Notification

- 3.1 A Road Use Notification may be required of an Applicant at the Town of Didsbury’s discretion, for situations where hauling could cause damage to Town roads and a Road Use Agreement is not required by the Town of Didsbury. The Applicant will be required to submit the Road Use Notification the day prior the move and it will be understood by both the Town of Didsbury and the Applicant that, if no verbal approval has been received by noon the following day, the move has been permitted by the Town of Didsbury.

SCHEDULE "F"
DEVELOPMENT PERMIT _____ HAUL ROUTE AGREEMENT

Land Owner and/or Operator: _____

Location: _____

_____ agrees to the following with respect to _____.

1. _____ and all parties hauling in or out of the site shall use the following route:
 - _____
 - _____
2. _____ will be responsible for all damages to Town roads caused by their vehicles or sub-contractor vehicles. The Town of Didsbury and _____ will jointly inspect the road _____ prior to any use.
3. _____ will ensure conformance with the Town of Didsbury Traffic bylaw as well as the Traffic Safety Act including seasonal road bans.
4. _____ will provide the Town of Didsbury with an Irrevocable Letter of Credit in the amount of \$10,000.00 as security.
5. _____ will notify contractors in writing regarding the Road Use Agreement and intent or permit _____ and associated conditions of approval.
6. That _____ notify haul operators in writing regarding anticipated conduct and safety measures when operating on the Town road network.

This Agreement shall commence on the date shown below.

The terms and conditions as set forth above will be binding and compromise the agreement between the parties in this matter and binding upon _____ its successors and assigns.

Accepted, Understood and Agreed To this _____ day of _____ A.D. 2016.

Applicant

The Town of Didsbury

Per:

Per:

(Signature)

(Signature)

(Print Name & or Seal)

(Print Name & or Seal)

SCHEDULE "G"

LETTER OF CREDIT PROCEDURES

The Town may draw upon all or part of the irrevocable Blanket Letter of Credit required by this Agreement to complete repairs and to recover all costs (including legal on a solicitor and own client basis) incurred by the Town in the event of any one of the following:

1. The Company fails to complete required repairs within five (5) business days of being notified by the Town of the need for such repairs.
2. The Company fails to complete repairs to the satisfaction of the Town within two (2) business days of being notified by the County of deficiencies in repairs previously required by the Town under Item 1 above.
3. Emergency repair work has been completed by the Town to rectify damage attributed to the Company in accordance with the provisions of this Agreement.
4. The irrevocable security to be provided by the Company pursuant to this Agreement is due to expire within a period of 30 days and the Company is still operating in the County under the terms of this Agreement, has not provided notification of cancellation of this Agreement and has not deposited a renewal or replacement of such irrevocable security in terms and form acceptable to the County.
5. In the event the Municipality realizes upon the whole or any portion of the security pursuant to this Agreement, the Municipality shall be entitled to take whatever steps as may be necessary to receive for its own account the proceeds thereof, and in the event the Municipality is only entitled to a portion of the said proceeds it shall nevertheless be entitled to hold as security any surplus or balance thereof in such form as it shall determine until all obligations of the Developer arising pursuant to this Agreement or otherwise have been fully satisfied.

Invoking these draw down provisions shall be authorized by the Chief Administrative Officer of the County or his designate who shall make a reasonable attempt to notify the Company prior to, or concurrent with, taking such action. The Town may make demands as payee and beneficiary under the security. If the Town is required to draw upon the security to cover the cost of repairs, the Company shall be responsible to replenish the security to the original amount before any further permits will be issued. The Town shall not charge any administrative fee relating to the holding or draw down of security nor shall it pay interest on the funds held.

DEFAULT BY COMPANY

Upon failure, neglect or refusal of the Company to comply with any notice of defect or default, given in writing to the Company by the Town, within 30 days of delivery of said notice to the Company, or if the Company fails to adhere to the Completion Date, or the Company commits an act of bankruptcy or a receiver or receiver and manager is appointed in respect of the Company, the County hereby is granted the limited power of attorney on behalf of the Company, and be entitled, but not obligated to take all or any of the following actions:

1. To remedy or cause to be remedied the defect or default, including necessary design and supervision costs;
2. To terminate this agreement upon 15 days notice in writing to the Company;
3. To recover the costs of any action taken by the Town pursuant to 1, 2, 3, 4 or 5 above, and any other monies owing to the Town by the Company under this Agreement, from

the Company by realizing upon the security or by any or all methods of recovery, or any one of them, deemed advisable or expedient by the Town including, but not limited to, any methods of recovery available to the County pursuant to the *Municipal Government Act*, Chapter m-26, as amended from time to time.

4. To terminate this agreement upon 15 days notice in writing to the Company;
5. To recover the costs of any action taken by the Town pursuant to 1, 2, 3, 4 or 5 above, and any other monies owing to the Town by the Company under this Agreement, from the Company by realizing upon the security or by any or all methods of recovery, or any one of them, deemed advisable or expedient by the Town including, but not limited to, any methods of recovery available to the County pursuant to the *Municipal Government Act*, Chapter m-26, as amended from time to time.