



# MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

## Applying for Exemptions Guide

### Application

1. Email [Peace.Exemptions@gov.bc.ca](mailto:Peace.Exemptions@gov.bc.ca) for an Exemption Agreement Application Form
2. Fill out Exemption Agreement Application Form as accurately as possible, including the name or road number.
3. Submit the form to [Peace.Exemptions@gov.bc.ca](mailto:Peace.Exemptions@gov.bc.ca)
4. The Ministry of Transportation & Infrastructure Coordinator (“the Coordinator”) will contact the submitter with outstanding questions or concerns.

### Exemption Agreement

1. The Coordinator will draft an Exemption Agreement, including the amount required for a security. Read the conditions carefully and ensure that the proper expense authority signs the document.
2. You may sign and return the Exemption Agreement in the following ways:
  - a. Electronically to [Peace.Exemptions@gov.bc.ca](mailto:Peace.Exemptions@gov.bc.ca)
  - b. Couriering the original signed agreement to:  
Attn: Chrystal Jones  
Ministry of Transportation & Infrastructure  
300, 10003 – 110<sup>th</sup> Avenue  
Fort St. John, BC V1J 6M7
3. Once the Exemption Agreement is signed by the company, your Canadian financial institution must prepare an Irrevocable Letter of Credit (ILOC) – please see Appendix “A” to *Schedule B* attached at the end of this guide. The earliest date of expiry is **December 31, 2022**.
4. The Exemption Agreement will not be issued until the ILOC is received and confirmed by the District Services Manager, Chrystal Jones.

### Bonding Rates

1. The following bonding rates apply for the 2022 year and are subject to change:  
\$24,000/km for gravel surface roads  
\$48,000/km for hard surface roads

### Exemption

2. After the ILOC is in place, the Exemption Agreement will be signed on behalf of the Province by the District Manager, Transportation or her designate.
3. The company representative will be provided with a 4 digit PIN number that must be presented when requested by a Peace Officer and must correspond to the exempted company name.
4. The Exemption Agreement will stay on file with Commercial Vehicle Safety Enforcement (CVSE) and the Ministry of Transportation & Infrastructure Peace District. Only the company

representative or their confirmed designate can initiate changes including changes to road KMs or adding subcontractors.

5. The Exemption Agreement does not need to be carried in the vehicle during use. The Exemption Agreement is a legal document and should be stored in a safe and secure place.
6. A Ministry of Transportation & Infrastructure Consultant/Representative will conduct a baseline report on the roads listed in the agreement and share these findings with the Exemption holder and the Coordinator.
7. If the company cannot wait for a baseline report prior to operating on the road, the road will be considered in good condition with no defects.

### **Changes to Exemption**

1. Any changes to the exemption must be submitted in writing to [Peace.Exemptions@gov.bc.ca](mailto:Peace.Exemptions@gov.bc.ca). Please allow at least 5 business days for changes to be completed.

Changes include:

- a. Adding or deleting sections of road
- b. Adding or deleting subcontractors allowed under the Exemption Agreement
- c. Termination of exemption (when exemption is no longer required)

**Appendix "A" to Schedule B**

**SPECIMEN IRREVOCABLE LETTER OF CREDIT**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE  
MINISTER OF TRANSPORTATION

(The Beneficiary)

IRREVOCABLE LETTER OF CREDIT

In reference to

Proposal for \_\_\_\_\_

At the request of \_\_\_\_\_  
(Full name of Customer)

we, \_\_\_\_\_  
(the Issuer)

do hereby issue this Irrevocable Letter of Credit to guarantee payment on demand to the Beneficiary on the following Terms and Conditions:

- 1) This Irrevocable Letter of Credit becomes effective immediately and shall remain in effect until at least noon on the \_\_\_\_\_
- 2) This Irrevocable Letter of Credit shall be automatically renewed for successive and consecutive periods of 90 days from the above date or any future expiration date, until either:
  - a) the Beneficiary provides notice of release to the issuer; or
  - b) the Issuer provides notice of nonrenewal to the Beneficiary.
- 3) Any notice of release or nonrenewal to have effect shall be provided to the other party in writing by registered mail at least 30 days prior to the next effective expiration date.
- 4) Presentation of sight drafts or letters of demand for payment to be made against this Irrevocable Letter of Credit shall be at the discretion of the Beneficiary without requirement of further documentation, notice or prejudice to the rights of any party. Partial and multiple drawings are permitted under this Letter of Credit.
- 5) We shall honour any demand(s) for payment signed by the District Manager, Transportation, Peace District, Ministry of Transportation and Infrastructure, your representative, without inquiring as to whether you have the right as between yourselves and our said customer to make such a demand and without recognizing any claim(s) of our said customer or any other party.
- 6) Presentation for payment may be made at our offices located at \_\_\_\_\_ in the municipality of [*choose one: Dawson Creek or Fort St. John*], British Columbia\_\_
- 7) Payment(s) shall be made payable to the Ministry of Transportation and Infrastructure and shall be in the amount(s) specified by your representative, but shall not in the aggregate exceed \$ \_\_\_\_\_ (\_\_\_\_\_ Canadian Dollars).
- 8) We covenant to hold the Beneficiary, its employees, agents and representatives safe from any and all claims for costs or damages which may arise out of any act, error or omission related to the handling, storage or presentation of this irrevocable Letter of Credit. # \_\_\_\_\_ .

Unless otherwise stated this credit is subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision, I.C.C. Publication Number 600

Executed under Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

SEAL

\_\_\_\_\_  
Signature for the Issuer

\_\_\_\_\_  
Countersigned