



BY-LAW NO. 812-2018

ROAD USE AGREEMENT BYLAW OF THE TOWN OF FOX CREEK

A by-law of the Town of Fox Creek, in the Province of Alberta, to establish the procedure required for obtaining and maintaining Road Use Agreements within the corporate boundaries of the Town of Fox Creek.

WHEREAS the Municipal Government Act, Statutes of Alberta, 2000, Chapter M-26. and amendments thereto, provides that a municipality has the direction, control and management of all roads within its boundaries, excepting there out all Provincial Highways which are located within the boundaries of the Town of Fox Creek and are subject to the direction, control and management of the Minister as determined under Section 16 of the Government Organization Act;

WHEREAS the Council of the Town of Fox Creek, in order to protect the integrity of municipal roads without imposing weight restrictions deems it appropriate that Prime Contractors or Subcontractors carrying on certain activities within the boundaries of the Town of Fox Creek may be required to enter into Road Use Agreements respecting roads utilized in projects and to purchase permits to access roads utilized.

NOW THEREFORE the Council of the Town of Fox Creek duly assembled, hereby enacts as follows:

1. That this By-law shall be known as the **"ROAD USE AGREEMENT BYLAW"**.
2. Definitions: these words shall have the following meanings within the context of this bylaw:
 - i) **Prime Contractor** means a person or entity with primary responsibility or authority for any of the types of projects described in Schedule B, which will use Town roads;
 - ii) **Road Use Agreement (RUA)** shall mean an Agreement duly endorsed by the Town of Fox Creek and the Prime Contractor or Sub Contractor which establishes the responsibilities of both parties when accessing/travelling roads situated within the Town boundaries for purposes related to particular projects.
 - iii) **Road Ban** shall mean restrictions for travel which have been or may be placed on roads within the Town to protect the integrity of the road system during certain conditions and times when these roads are subject to damage;
 - iv) **Subcontractor** means a person or entity which is contracted by, affiliated with, or authorized by a Prime Contractor to perform some or all of a project described in Schedule B, which will use Town roads;
3. Schedule "A" being the "Town of Fox Creek Road Use Agreement" is attached to and forms part of this Bylaw.
4. Schedule "B" being the conditional requirements for types of projects and addressing road damage and restoration is attached to and forms part of this Bylaw.
5. Schedule "C" being the specified penalties for offenses under this Bylaw is attached to and forms part of this Bylaw.
6. Authority to determine when a permanent or temporary road ban is necessary, or when a Road Use Agreement shall be required rather than a road ban, is delegated to the Town Chief Administrative Officer or his delegate.
7. Prime Contracts and Subcontractors shall contact the Town of Fox Creek prior to commencing a project described in Schedule "B," obtain the required inspections and determine if a Road Use Agreement is required.
8. It is an offence for a Prime Contractor or Subcontractor to commence, or cause, allow or permit to be commenced, a project described in Schedule "B" without having complied with the requirements of section 7 of this Bylaw.
9. If the Chief Administrative Officer or his delegate determines a Road Use Agreement is required,

a Prime Contractor or Subcontractor shall enter into a Road Use Agreement with the Town of Fox Creek in the form contained in Schedule "A", or such other form as is agreed upon by the Chief Administrative Officer or his delegate and the Prime Contractor or Subcontractor, prior to commencing the project.

10. If a Road Use Agreement is required pursuant to section 9 of this Bylaw, it is an offence for a Prime Contractor or Subcontractor to commence, or cause, allow or permit to be commenced, the project prior to entering into the Road Use Agreement.
11. Any person who contravenes, or causes, allows or permits a contravention of, a Road Use Agreement entered into pursuant to this Bylaw commits an offence.
12. Any person who contravenes, or cause, allows or permits a contravention, any provision of this Bylaw, commits an offense.
13. A person who is guilty of an offence shall pay the applicable penalty amount specified in Schedule "C" or a minimum penalty of \$1,000.00 for a first offense and \$2,500.00 for any subsequent offense for which a fine is not otherwise established in Schedule "C".
14. In the case of an offence that is a continuing nature, a contravention constitutes a separate offense in respect of each day, or part of a day, on which it continues and a person guilty of such an offence is liable to fine in the amount specified for the first offense and each subsequent offense.
15. Bylaw 804-2018 and all amendments thereto are hereby repealed.
16. That this by-law shall take effect on the date of its final passage by Council.

READ A FIRST TIME THIS _____ DAY OF _____, A.D. 2018.

READ A SECOND TIME THIS _____ DAY OF _____, A.D. 2018.

HOLD A THIRD AND FINAL READING THIS _____ DAY OF _____, A.D. 2018

READ A THIRD AND FINAL TIME AND FINALLY PASSED THIS _____ DAY OF _____ A.D. 2018.

Mayor, James Hailes

Chief Administrative Officer, Roy Dell

SCHEDULE "A"

Town of Fox Creek ROAD USE AGREEMENT

Prime Contractor or Subcontractor (the "Contractor"): _____

RUA Reference: _____

Address _____

Contact Person _____ **Position** _____

Phone (Office) _____ **Cell** _____ **Fax** _____

E-Mail Address _____

CONDITIONS OF THE ROAD USE AGREEMENT (RUA):

1. This Agreement will be in effect from the date of authorization to December 31 of the year in which it was authorized/entered. This RUA is binding upon successors and assignees and is subject to notification of any changes. This Agreement and the conditions listed herein apply to but are not limited to the following project types: Drilling Rig Moves, Service Rig Moves, Well Completion/Stimulation Project Notification, road use pertaining to Pipeline Construction and Well Lease Construction, Gravel, Frack Sand, Soil, Matting or Water Hauls and Log Hauls.
2. Vehicle weights on Town roads shall not exceed the reasonable Provincial allowable limits unless approved by permit.
3. A minimum of 24 hours notification is required **PRIOR** to move for all Well Servicing Projects.
4. A minimum of 24 hours notification is required **PRIOR** to move for all Drilling Rig Moves Projects.
5. No parking of **ANY** vehicles or components on Town road adjacent to the location of any work or activity to which the hauling relates will be permitted or authorized.
6. Any damages or excess maintenance requirements caused by trucks or equipment operating under this Agreement shall be the responsibility of the Contractor. The Town of Fox Creek reserves the right to assign costs should the damage be the result of use by multiple contractors.
7. The Contractor agrees to reimburse the Town for any work deemed necessary for safe public passage as a result of the activity to which this RUA applies.
8. All moves are to take place on **DRY TRACK ONLY**, unless otherwise authorized.

9. The Town is **NOT** responsible for any injury, loss or damage sustained by the Contractor, its employees or agents as a result of this activity.
10. It is the responsibility of the Contractor, or their agent, to contact Alberta Transportation, Alberta Environment, the Natural Resources Conservation Board or any other agencies to obtain any necessary and required approvals.
11. This Agreement may be suspended or revoked until such time as operations are in compliance with the above noted conditions and the conditions listed in Schedule "B" of the Agreement.
12. Prior to or at the time of execution of this Agreement the Contractor shall provide security to the Town, in an amount and in a form and on terms and conditions satisfactory to the Town, for the performance of the Contractor's obligations under this Agreement. In the event that the Contractor is in default of any term or condition of this Agreement and has not remedied the default within forty-eight (48) hours of being advised by the Town to do so ,then the Town is entitled to payment from and may without restriction unilaterally draw upon the security provided by the Contractor under this Agreement.
13. The Contractor shall provide and maintain comprehensive general liability insurance with respect to its operations with an insurer and in an amount and on terms and conditions satisfactory to the Town, which may include the requirement that the Town be named as an additional named insured and the policy not be capable of cancellation without prior written notification to the Town. Proof of compliance with the requirements of this provision shall be provided to the Town prior to or at the time of this Agreement.

I hereby acknowledge that I am authorized to act on behalf of the Prime Contractor or Subcontractor named above and in consideration of the Town of Fox Creek CAO or his designate not placing temporary or permanent weight limit restrictions on any and all roads subject to this Agreement, request approval for the Prime Contractor or Subcontractor to use roads within the Town of Fox Creek. By signing this Road Use Agreement, the Prime Contractor or Subcontractor accepts the above stated conditions, the conditions referenced in Schedule "B" and any additional attached conditions when required.

Name: _____ Company Rep.

Signature: _____ Date: _____

Name: _____ Fox Creek Designate.

Signature: _____ Date: _____

SCHEDULE "B"**TO ROAD USE AGREEMENT BYLAW 812-2018****PURPOSE:**

The purpose of the Town of Fox Creek Road Use Agreement Schedule "B" to Bylaw 812-2018 is to protect infrastructure within the Town and to protect the motoring/travelling public. Specifically, the RUA and the conditions contained in Schedule B will enable Prime Contractors and Subcontractors to better understand the required parameters when using Town roads thereby helping to reduce or avoid conflict, time restraints and damage to the roads.

All Prime Contractors or Subcontractors shall purchase permits for travel and use of Town Roads. Permit Fees collected are to be used to maintain the Towns infrastructure.

PERMITS:**Drilling Rig Permits:**

All Drilling Rig Moves within the Town of Fox Creek using Town roads are required to pay a road inspection fee as outlined in the Town of Fox Creek "Approved Schedule of Fees" for both the pre and post move road inspections, purchased through the Town of Fox Creek. This fee may be subject to change without notice. During Drilling Rig Moves, it is imperative that **SAFETY** be the number one priority for the entire duration of the Rig Move and over the entire route. In that regard, the conditions of the Permit must be adhered to at all times. The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control on the Town roads used during the Drilling Rig Move. Any damage caused by the Prime Contractor, Subcontractor, or its employees, contractors or subcontractors related to the Drilling Rig move will be assessed by the Town's Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Service Rig Permits:

All Service Rig moves within the Town of Fox Creek are required to pay a road inspection fee as outlined in the Town of Fox Creek's "Approved Schedule of Fees" for each of the road inspections required for the move into and move out of the service location, purchased through the Town of Fox Creek. This fee may be subject to change without notice. During Service Rig Moves, it is imperative that **SAFETY** be the number one priority for the duration of the entire Rig Move and over the entire route. In this regard, the conditions of the permit must be adhered to at **ALL** times. The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control on the Town roads used during the Service Rig Move. Any damage caused by the Prime Contractor, Subcontractor or its employees, contractors or sub-contractors related to the Service Rig move will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Soils, Frack Sand, Matting, Gases, Fluids, or Tank Hauls Permits:

All hauls of soils, frack sand, matting, gases, fluids or tanks where convoys of one (1) or more truck/trailer combinations are travelling in convoy to the same location are required to purchase a haul permit from the Town of Fox Creek.

Haul Permit Fee

The Prime Contractor or Subcontractor using Town roads for truck/trailer combination hauls, shall pay the Town \$35/day per truck/trailer combination. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or on the Town of Fox Creek's website.

Staging/Parking Permit Fee.

The Prime Contractor or Subcontractor using Town roads or lands owned by the Town as a staging/parking area for truck/trailer combinations shall pay the Town \$35/day per truck/trailer combination. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or on the Town of Fox Creek's website.

If you have purchased a Haul Permit, the Town of Fox Creek may waive the Staging/Parking Permit Fee.

Logging Haul Permit:

Any log hauling not covered by another specific agreement in which one (1) or more truck/trailer combinations are travelling in convoy to or from the same site that use the Town of Fox Creek roads are required to purchase a Logging Permit.

The Prime Contractor or Subcontractor or subcontractor using Town roads for truck/trailer combination log hauls shall pay the Town \$50/day per truck/trailer combination. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or on the Town of Fox Creek's website.

NOTIFICATIONS:**Well Servicing:**

All Well Servicing Projects where convoys of two (2) or more truck/trailer combinations are travelling in convoy to the same location are required to give the Town of Fox Creek a minimum of **24 hours** notification. Mandatory Notification for Well Servicing Road Use must be submitted to the Town of Fox Creek.

It is imperative that **SAFETY** be the number one priority for the duration of the entire process and over the entire route. To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town roads adjacent to the location where Well Servicing is taking place. As well, the conditions shown on the notification must be adhered to at all times. The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control during the period of Well Servicing. Any damage caused by the Prime Contractor, Subcontractor or its employees, or sub-contractors related to the Well Servicing will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Pipelining:

All Prime Contractors responsible for Pipeline Projects within the Town of Fox Creek must give a minimum of **24 hours** notification before beginning work. Mandatory notification must be submitted to the Town of Fox Creek.

To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town of Fox Creek roads adjacent to the Pipeline crossing location. The Prime Contractor is responsible for any road grading, gravelling or dust control on the Town of Fox Creek roads used during the period of Well Servicing. Any damage caused by the Prime Contractor, Subcontractor or its employees, contractors or sub-contractors related to the Pipeline Construction will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Soils, Frack Sand, Matting, Gases, Fluids, or Tank Hauls:

All hauls of soils, frack sand, matting, gases, fluids or tanks where convoys of one (1) or more truck/trailer combinations are travelling in convoy to the same location are required to give a minimum of **24 hours** notification to the Town of Fox Creek. Mandatory Notification must be submitted to the Town of Fox Creek.

The conditions shown on the notification must be adhered to at all times. It is imperative that **SAFETY** be the number one priority for the duration of the entire process and over the entire route. To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town of Fox Creek roads adjacent to the location where this work is taking place.

The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control on Town roads used during the haul project. Any damage caused by the Prime Contractor or Subcontractor, its employees, contractors or subcontractors related to the hauls will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Logging:

Any Log Hauling not covered by another specific agreement in which one (1) or more truck/trailer combinations are travelling in convoy to or from the same site in the Town of Fox Creek, are required to give to the Town a minimum of **24 hours** notification. Mandatory Notification must be submitted to the Town of Fox Creek.

The conditions shown on the notification must be adhered to at all times. It is imperative that **SAFETY** be the number one priority for the duration of the entire process and over the entire route. To avoid the possibility of motor vehicle collisions, and to allow for normal traffic flow, there will be no parking of any vehicles on the Town of Fox Creek roads adjacent to the location where this work is taking place.

The Prime Contractor or Subcontractor is responsible for any road grading, gravelling or dust control during the period of the long haul. Any damage caused by the Prime Contractor, Subcontractor or its employees, or sub- contractors related to the long haul will be assessed by the Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor or Subcontractor.

Road Damage and Restoration:

All road damage caused by a Prime Contractor or Subcontractor must be reported to the Town of Fox Creek Public Works Department as soon as it occurs. This included such things as soft spots and holes on the travelled portion or damage along the shoulders of the travelled portion. An inspection of the damage will be carried out as soon as practicable by the Superintendent of Public Works or his designate, and direction given as to the details of the repairs. The repairs are the sole responsibility of the Prime Contractor or Subcontractor and the Public Works Department shall be contacted when the repairs have been completed.

The information collected in this agreement is authorized under Section 33(c) of the *Freedom of Information and Protection of Privacy* (FOIP) Act and will adhere to the access and privacy provisions of the Act. Contact information may be shared for related purposes; if you have any questions regarding the collection and use of information, contact the FOIP Coordinator at 780-622-3896.