



**BY-LAW NO. 804-2018**

**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 deems it appropriate that Prime Contractors, Sub-Contractors or Independent Contractor carrying on certain activities within the Boundaries of the Town of Fox Creek will 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) **Independent Contractor** means the independent entity approved by the Town to issue permits or receive notifications on behalf of the Town, as required pursuant to Schedule B;
  - iii) **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;
  - iv) **Road Use Agreement** 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". From this point forward may be referred to as "RUA";
  - v) **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";
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 and violations relating to this bylaw including Schedule "A" and Schedule "B".
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. A Prime Contractor, Subcontractor or Independent Contractor shall contact the Town of Fox Creek prior to commencing a project described in Schedule B, obtain the required inspections, purchase permits and determine if a Road Use Agreement is required.


8. If the Chief Administrative Officer or his delegate determines a Road Use Agreement is required, a Prime Contractor shall be required to enter an Agreement in the form contained in Schedule A.
9. That this by-law shall take effect on the date of its final passage by Council.
10. That any violation on this bylaw, in whole or in part, is guilty of an offense.

READ a first time this 23<sup>rd</sup> day of April, 2018.

READ a second time this 28<sup>th</sup> day of May, 2018.

READ a third and final time this 28<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

**SCHEDULE "A"**  
**ROAD USE AGREEMENT**

**Prime Contractor:** \_\_\_\_\_ **RUA Reference:** \_\_\_\_\_

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

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

**Phone (Office):** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**CONDITIONS OF THE ROAD USE AGREEMENT (RUA):**

1. This Agreement will be in effect annually 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. Permits must be purchased as stated in Schedule B of this RUA.
4. A minimum of 24 hours notification is required **PRIOR** to move for all Well Servicing Projects.
5. A minimum of 24 hours notification is required **PRIOR** to move for all Drilling Rig Moves Projects.
6. 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.
7. Any damages or excess maintenance requirements caused by trucks or equipment operating under this Agreement shall be the responsibility of the Prime Contractor. The Town of Fox Creek reserves the right to assign costs should the damage be the result of use by multiple Prime Contractors.
8. The Prime 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.
9. All moves are to take place on **DRY TRACK ONLY**, unless otherwise authorized.
10. The Town is **NOT** responsible for any injury, loss or damage sustained by the Prime Contractor, its employees or agents as a result of this activity.
11. It is the responsibility of the Prime 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.
12. 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.

**SCHEDULE "A"**  
**ROAD USE AGREEMENT**

I hereby acknowledge that I am authorized to act on behalf of the Prime Contractor 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 its Sub- Contractors to use roads within the Town of Fox Creek. By signing this Road Use Agreement, the Prime Contractor 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”**  
**ROAD USE AGREEMENT**

**PURPOSE**

The primary purpose of the Town of Fox Creek Road Use Agreement Schedule “B” to Bylaw 804-2018 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, Subcontractors and Independent Contractors 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, Sub-Contractors, and Independent-Contractors 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, 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, its employees, contractors or sub-contractors related to the Drilling Rig move will be assessed by the Towns Superintendent of Public Works or his designate. Any damage requiring repair becomes the responsibility of the Prime Contractor.

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 an independent Contractor. 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 is responsible for any road grading, gravelling or dust control on the County roads used during the Service Rig Move. Any damage caused by the Contractor, 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.

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

1. The Prime Contractor, Sub-Contractor and or Independent Contractor using Town Roads for truck/trailer combination Hauls, shall pay the Town \$35/day per Truck/Trailer. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or you can visit our website Fox Creek.

Staging/Parking Permit Fee.

2. The Prime Contractor. Sub-Contractor and or Independent Contractor using the Town or Town Roads as a Staging/Parking area for truck/trailer combinations shall pay the Town \$35/day per Truck/Trailer. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or you can visit our website Fox Creek.
3. If you have purchased a Haul Permit, The Town will waive the Staging/Parking Permit Fee.
4. Failure to purchase a Haul permit, or Staging/Parking Permits will result in \$310/fine per truck/trailer unit per day.

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.

5. The Prime Contractor. Sub-Contractor and or Independent Contractor using Town Roads for truck/trailer combination Log Hauls shall pay the Town \$50/day per Truck/Trailer. This fee is to be paid within the 24 hour notification period at the Town of Fox Creek Office, or you can visit our website Fox Creek.
6. Failure to purchase a Log Haul permit will result in a \$500.00 fine.

**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 is responsible for any road grading, gravelling or dust control during the period of Well Servicing. Any damage caused by the Prime Contractor, 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.

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, 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.

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

All extended 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 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, its employees, contractors or sub-contractors 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, Sub Contractor or Independent Contractor.

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 is responsible for any road grading, gravelling or dust control during the period of the long haul. Any damage caused by the Prime Contractor, 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, Sub Contractor or Independent Contractor.

Road Damage and Restoration:

All road damage caused by a Prime Contractor or his 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 Independent Contractor 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.

**SCHEDULE "C"**  
**ROAD USE AGREEMENT**  
**SPECIFIED PENALTIES**

<b>Section</b>	<b>Penalty</b>	<b>Offense Description</b>
<u>Bylaw 804-2018</u>		
Section 7	\$1000.00	Contractor failed to contact Town to obtain required inspection/purchase permits.
Section 13	See Below	Violate any section/ provision of the Bylaw including Schedule "A" or Schedule "B" of this Bylaw
1 <sup>st</sup> Offense	\$1000.00	
2 <sup>nd</sup> Offense	\$2500.00	
3 <sup>rd</sup> Offense	\$5000.00	
4 <sup>th</sup> Offense	\$10,000.00	
<u>Schedule "A"</u>		
Section 2	\$1000.00	Exceed the Seasonal Provincial Allowable Weight Limits.
Section 4	\$350.00	Fail to give 24 hour notice prior to move Well Servicing Projects.
Section 5	\$350.00	Fail to give 24 hour notice prior to move Drilling Rig Project.
Section 6	\$250.00	Parked vehicle/ component on Town Road adjacent to project.
Section 8* up to	\$10,000.00	Fail to report damage to road and or roadway.
Section 9* up to	\$10,000.00	Refuse to reimburse Town for any work repaired by town.
Section 10	\$1000.00	Track on Roadway
*Section 8 & 9		
1 <sup>st</sup> Offense	\$1000.00	
2 <sup>nd</sup> Offense	\$2500.00	
3 <sup>rd</sup> Offense	\$5000.00	
4 <sup>th</sup> Offense	\$10,000.00	
<u>Schedule "B"</u>		
Section 4	\$310.00/ Unit	Fail to purchase a haul/staging/parking permit.
Section 6	\$500.00/ Unit	Fail to purchase a Log Haul Permit.
Drilling Rig Permits	\$500.00	Road Inspection fee <b>PRE</b> Rig Move
Drilling Rig Permits	\$500.00	Road Inspection fee <b>POST</b> Rig Move
Service Rigs	\$250.00	Road Inspection fee <b>PRE</b> Rig Move
Service Rigs	\$250.00	Road Inspection fee <b>POST</b> Rig Move