



Bylaw # 3184

Road Use Agreement Bylaw

Bylaw Statement:

A Bylaw of the County of Grande Prairie No. 1, in the Province of Alberta to establish the procedure required for obtaining and maintaining Road Use Agreements within the corporate boundaries of the County of Grande Prairie No.1.

WHEREAS the *Municipal Government Act*, RSA 2000, c. M-26, and the amendments thereto, provides that a municipality has the direction, control and management of all roads within its boundaries

WHEREAS the County has the authority pursuant to the *Traffic Safety Act*, RSA 2000, c. T-6, to designate routes for vehicles or classes of vehicles and restrict the weight of vehicles and the goods being carried by the vehicles;

WHEREAS the Council of the County of Grande Prairie No. 1 in order to protect the integrity of municipal roads deems it appropriate that Prime Contractors or Subcontractors carrying on certain activities within the boundaries of the County of Grande Prairie No. 1 may be required to enter into Road Use Agreements respecting roads utilized in projects or other activities;

THEREFORE, be it resolved that the Council of the County of Grande Prairie No. 1 in the Province of Alberta, duly assembled hereby enacts as follows:

INTERPRETATION

1. This Bylaw shall be cited as the “Road Use Agreement Bylaw”
2. Headings in this Bylaw are for reference purposes only.
3. Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
4. Words in the singular shall include the plural or visa versa whenever the context so requires.

DEFINITIONS

Prime Contractor means a person or entity with primary responsibility or authority for any of the types or projects described in Schedule “B”, which will use County roads;

Road Bans shall mean restrictions for travel which have been or may be placed on roads

within the County to protect the integrity of the road system during certain conditions and times when these roads are subject to damage;

Road Use Agreement shall mean an Agreement duly endorsed by the County of Grande Prairie No.1 a Prime Contractor or Subcontractor which establishes the responsibilities of both parties when accessing/travelling roads situated within the County boundaries for purposes related to particular projects. From this point forward may be referred to as "RUA";

Subcontractor means as 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 County roads;

Notification shall mean the Prime Contractor, Subcontractor, or any agents performing work informing the County of Grand Prairie or independent permitting agency approved by the County, (as defined in Schedule "B"), on a per haul location basis by providing:

- i. Start date of Road Use
- ii. Projected end date of Road Use
- iii. Schedule of service
- iv. Approved Road Use route submitted including map
- v. Approved Road Use Agreement Number

5. Schedule "A" being the "County of Grande Prairie No. 1 Road Use Agreement" is attached to and forms part of this Bylaw.
6. 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.
7. 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 County's Chief Administrative Officer or their delegate.
8. A Prime Contractor or Subcontractor shall contact the County of Grande Prairie No. 1 prior to commencing a project described in Schedule "B", and obtain the required inspections in order to allow the Chief Administrative Officer or their delegate to determine if a Road Use Agreement is required.

9. If the Chief Administrative Officer or their 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".
10. Any Company or person wishing to obtain a Road Use Agreement must be in good standing regarding their tax account and not in default of any other payment, debt, or requirement with the County of Grande Prairie No. 1.
11. This Bylaw is without limitation to the authority of the Chief Administrative Officer or their delegate to require a person to enter into a Bonding Agreement with the County when accessing/travelling roads situated within the County boundaries during periods of Road Bans.
12. Any person who causes or allows:
 - a. the commencement or continuation of a project described in Schedule "B" without a valid and subsisting Road Use Agreement in place;
 - b. a contravention of a Road Use Agreement entered into pursuant to this Agreement including but not limited to any of the requirement set forth in Schedule "B", is guilty of an offence, or;
 - c. a contravention of any other provision of this bylaw is guilty of an offense.

SEVERABILITY

Each Section of this Bylaw shall be read and construed as being separate and severable from each other Section. Furthermore, should any Section or Part of this Bylaw be found to have been improperly enacted for any reason, then such Section or Part shall be regarded as being severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

EFFECTIVE DATE

13. Bylaw 3179 and amendments thereto be hereby rescinded.
14. This Bylaw shall come into force and effect on the third and final reading thereof.

Read a FIRST time this 7th day of March 2022.

Read a SECOND time this 7th day of March 2022.

Read a THIRD and FINAL time this 7th day of March 2022.


REEVE
CHIEF ADMINISTRATIVE OFFICER

ATTACHMENTS:

Schedule "A" – County of Grande Prairie No.1 Road Use Agreement

Schedule "B" – Conditional Requirements for Types of Projects and Addressing Road Damage and Restoration

SCHEDULE "A"

COUNTY OF GRANDE PRAIRIE NO.1 ROAD USE AGREEMENT

Prime Contractor: _____

RUA Number: _____

Address: _____

Contact Person: _____

Position: _____

Phone (Office): _____

Cell: _____

E-Mail Address: _____

CONDITIONS OF THE ROAD USE AGREEMENT (RUA):

1. This Agreement will be in effect from _____, 20____ to _____, 20____.
2. This Road Use Agreement is binding upon the Prime Contractor's successors and assignees and is subject to change. 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, road use pertaining to Civil Works, Oil and Gas related Construction, Gravel, Soil, Matting or Liquid Hauls, Log Hauls, etc.
3. Vehicle weights on County roads shall not exceed the seasonable Municipal and Provincial allowable limits unless specifically approved by a Municipal permit or agreement.
4. Notification is required **PRIOR** to move for all types of projects as outlined in Schedule B
5. No parking of **ANY** vehicles or components on County of Grande Prairie roads, or 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 to the road caused by vehicles or equipment operating under this Agreement shall be the sole responsibility of the Prime Contractor. The County of Grande Prairie reserves the right to apportion and assign costs in its sole discretion should the damage be the result of use by multiple Prime Contractors.
7. The Prime Contractor agrees to reimburse the County for any work deemed by the County to be necessary for safe public passage as a result of the activity to which this Road Use Agreement applies.
8. All movements outlined in Condition 1 of this document are to take place on **DRY TRACK ONLY**, unless otherwise authorized.
9. The County is **NOT** responsible for any injury, loss or damage sustained by the Prime Contractor, its employees, agents, contractors or subcontractors, as a result of any activity whether or not such activity is authorized by or pursuant to this Agreement.
10. It is the responsibility of the Prime Contractor, or their agent, to obtain any necessary and required approvals or permits.
11. The Prime Contractor is responsible for, but not limited to, any road grading, gravelling and/or dust control on municipal roads used during the period of Road Use.
12. The County may terminate this Agreement effective immediately without penalty in the event that the Prime Contractor, its employees, agents, contractors or subcontractors, are in breach of any of the requirements of this Agreement including the conditions listed in Schedule "B" to this Agreement. The County may terminate this Agreement any time, without cause and without penalty, on fifteen (15) days' notice to the Prime Contractor.
13. Without limitation to Condition 12 of this document, this Agreement may be suspended or revoked until such time as operations become compliant with the above noted conditions and the conditions listed in Schedule "B" of the Agreement.

I hereby acknowledge that I am authorized to act on behalf of the Prime Contractor named above and as such, request approval to use roads within the County of Grande Prairie as described above. 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 as required.

Representative:

County Representative:

Contact Number:

Contact Number:

Signature:

Signature:

Date:

Date:

SCHEDULE “B”

COUNTY OF GRANDE PRAIRIE NO.1 ROAD USE AGREEMENT Conditional Requirements for Types of Projects and Addressing Road Damage and Restoration

PURPOSE:

The primary purpose of the County of Grande Prairie Road Use Agreement (RUA) Schedule “B” (see Bylaw 3184) is to protect infrastructure within the County and to protect the motoring/travelling public. Specifically, the RUA and the conditions contained in Schedule “B” will enable industry to better understand the required parameters when using County roads thereby helping to reduce or avoid conflict, time restraints and damage to the roads.

Drilling Rig Moves:

All Drilling Rig Moves within the County of Grande Prairie No.1 using municipal roads are required to give a minimum of 48 hours of notification. All moves are required to pay a Drilling Rig permit fee as outlined in the Schedule of Fees, Rates and Charges Bylaw, as amended or replaced from time to time for both pre- and post- move road inspections. Permits may be purchased through an independent permitting agent approved by the County. 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 Drilling 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, or snow removal on the County 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 County’s Director of Public Works or their designate. Damage requiring repairs becomes the responsibility of the Prime Contractor.

Service Rigs Moves:

All Service Rig Moves within the County of Grande Prairie No.1 using Municipal roads are required to give notification a minimum of 12 hours prior to activity. All moves are required to pay a Service Rig fee as outlined in the Schedule of Fees, Rates and Charges Bylaw, as amended or replaced from time to time for both pre- and post- move road inspections. Permits may be purchased through an independent permitting agent approved by the County. 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 Service 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 Prime Contractor, its employees, contractors, sub-contractors related to the Service Rig move will be assessed by the Director of Public works or their designate. Damage requiring repairs becomes the responsibility of the Prime Contractor.

Well Servicing Projects:

All Well Servicing Projects where four (4) or more loads are travelling to the same location within 24 hours are required to give the County of Grande Prairie No.1 a minimum of 12 hours notification before beginning work. Mandatory Notification for Well Servicing must be obtained through an independent permitting agent approved by the County.

It is imperative that safety be the number one priority for the duration of the process and over the entire route. To avoid the possibility of injury or damage and to allow for normal traffic flow, there will be no parking of any vehicles on County Road allowances. 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 Projects will be assessed by the Director of Public Works or their designate. Any damage requiring repairs becomes the responsibility of the Prime Contractor.

Pipeline Projects:

All Prime Contractors responsible for Pipeline Projects within the County of Grande Prairie No.1 must give the County of Grande Prairie No.1 a minimum of 48 hours notification before beginning work. Mandatory notification must be submitted through pwthirds@countypg.ab.ca

The conditions shown on the notification must be adhered to at all times. To avoid the possibility of injury or damage, and to allow for normal traffic flow, there will be no parking of any vehicles on the County Road allowances. The Prime Contractor is responsible for any road grading, gravelling or dust control on municipal roads used during the period of Well Servicing. Any damage caused by the Prime Contractor, its employees, contracts or sub-contractors related to the Pipeline Construction will be assessed by the Director of Public Works or their designate. Any damage requiring repair becomes the responsibility of the Prime Contractor.

Soils, Matting, Gravel, Sand, Pipe, Logs, Gases, Fluids or Tank Hauls:

All extended hauls of soils, matting, gravel, sand, pipe, logs, gases, fluids or tanks where four (4) or more loads are travelling to the same location within 24 hours are required to give a minimum of 48 hours notification to the County of Grande Prairie No.1 before beginning. Mandatory Notification must be submitted through [an independent permitting agent approved by the County](#). 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 injury or damage and to allow for normal traffic flow, there will be no parking of any vehicles on the County Road allowances.


The Prime Contractor named herein is responsible for any road grading, gravelling or dust control on County 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 Director of Public Works or their designate. Any damage requiring repair becomes the responsibility of the Prime Contractor.

Logging:

All Prime Contractors responsible for Logging Projects within the County of Grande Prairie No.1 must give a minimum of 48 hours notification before beginning work. Mandatory notification must be submitted to pwthirds@countygpa.ab.ca. Logging includes the cutting, skidding, on-site processing and loading of trees or logs onto trucks to be hauled to an off-site processing facility. 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 injury or damage and to allow for normal traffic flow, there will be no parking of any vehicles on the County of Grande Prairie No.1 roads except at designated wrapper checks.

The Prime Contractor must submit a legal land location and work with the Resource Coordinator, or their designate, to determine an approved route of travel and haul route. All reasonable efforts must be made to utilize the nearest paved road.

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



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 780-532-9722 or foip@countygp.ab.ca



March 7, 2022

TO WHOM IT MAY CONCERN:

I hereby appoint **Deputy Reeve Peter Harris** as Acting Reeve for the County of Grande Prairie No. 1 in my absence from March 7 – March 13, 2022.

7th day of March A.D. 2022.

Leanne Beaupre
Reeve
County of Grande Prairie