BYLAW

COUNTY OF NORTHERN LIGHTS
PROVINCE OF ALBERTA

BEING A BYLAW TO ESTABLISH THE PROCEDURE REQUIRED FOR OBTAINING AND MAINTAINING ROAD USE AGREEMENTS WITHIN THE BOUNDARIES OF THE COUNTY OF NORTHERN LIGHTS.

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; and

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 restricting the weight of vehicles or of vehicles and the goods being carried by the vehicles; and

WHEREAS; the Council of the County of Northern Lights in order to protect the integrity of municipal roads, deems it appropriate that Contractors carrying on certain activities within the boundaries of the County of Northern Lights, will be required to enter into a Road Use Agreement respecting roads utilized in projects or other activities;

NOW THEREFORE; under the authority of the Municipal Government Act and the Traffic Safety Act, the Council of the County of Northern Lights, in the Province of Alberta, hereby enacts as follows:

Interpretation

1. This Bylaw shall be cited as the "County Roads 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.

DRAFT

4. Words in the singular shall include the plural or vice versa whenever the context so requires.

Definitions

Agricultural shall mean any equipment used in the Agricultural Sector

Bridge shall mean a structure facilitating passage of streams, rivers , creeks or other water ways

Contractor means a person or entity with responsibility or authority for any of the types or projects described in Schedule "A", which will use County roads;

Council shall mean the Council of the County of Northern Lights

County means the County of Northern Lights;

DPW means the Director of Public Works for the County of Northern Lights;

Roads shall mean all roads within the County under the care of the County of Northern Lights;

Road Use Agreement shall mean an agreement duly endorsed by the County of Northern Lights with a Contractor which establishes the responsibilities of both parties when accessing/ travelling roads situated in the County boundaries for the purpose related to particular projects. From this point forwards will be referred to as "RUA".

Signs- shall mean road traffic safety signs, Township number and Range Road number signs, Rural Addressing signs and bridge signs:

5. Schedule "A" being the County of Northern Lights Road Use Agreement" is attached to and forms part of this Bylaw.

Restrictions

6. The DPW, in his discretion, may make a determination that the use of a County road

DRAFT

may or will cause damage to the road due to :

(a) the weight of the vehicle and load;

(b) the number of vehicles using the road per day;

(c) the road conditions.

7. All commercial vehicles, regardless of weight or route within the County shall obtain an RUA from the County.

8. Any Contractor entering into an RUA with the County will ensure that the terms and conditions contained within the RUA are complied with.

9. When a Contractor has enters into an RUA, failure to comply with this Bylaw may result in cancellation of the RUA.

10. Any Contractor that applies for an RUA cannot be in debt to the County more than $50, or be in contravention with any of the County Development and Planning bylaws.

Offences

11. A violation fine may be issued to such Contractor/ employee or subcontractor by mailing a copy to the Contractor at the last known post office address.

12. The violation fine shall be in a form approved by the County and shall include:

(a) Name of the Contractor;

(b) Address of the Contractor

(c) Date of the offence;

(d) County road where the offense occurred;

(e) the offense;

DRAFT

(f) the appropriate penalty for the offence as specified by this Bylaw;

(g) that the penalty shall be paid within thirty (30) days of the issuance

(h) Where a contravention of this Bylaw is of a continuing nature, further Violation fines will be levied by the Director of Public Works, provided that no more than one Violation fine shall be issued for each day that the contravention continues.

DRAFT

Schedule “A”

OFFENCE	SECTION	FINE
Operating without an RUA		1st offense $1,500 2nd offense $2,500 3rd & subsequent offenses $5,000
Not supplying Dust Control While using a County Road		1st offence $200
Damage, knocking down of any County road or rural address sign		$200
Use of Engine Retarder Brakes near residences		$100
Pushing snow, dirt, debris across a County road		$100

DRAFT