





MACKENZIE COUNTY

COMMITTEE OF THE WHOLE MEETING

February 1, 2022
10:00 AM

FORT VERMILION COUNCIL
CHAMBERS

 780.927.3718

 www.mackenziecounty.com

 4511-46 Avenue, Fort Vermilion

 office@mackenziecounty.com



Mackenzie County

**MACKENZIE COUNTY
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, February 2, 2022
10:00 a.m.**

Fort Vermilion Council Chambers

Fort Vermilion, Alberta

AGENDA

| | | | Page |
|--|----|--|------|
| CALL TO ORDER: | 1. | a) Call to Order | |
| AGENDA: | 2. | a) Adoption of Agenda | |
| ADOPTION OF PREVIOUS MINUTES: | 3. | a) Minutes of the August 17, 2021 Committee of the Whole Meeting | 5 |
| | | b) | |
| DELEGATIONS: | 4. | a) RCMP – 11:30 a.m. | 13 |
| | | b) | |
| BUSINESS: | 5. | a) Public Land Sales | 39 |
| | | b) Cheque Registers – October 9, 2021 – January 21, 2022 Electronic Funds Transfers October – December, 2021 | 53 |
| | | c) MasterCard Statements – July - December 2021 | 55 |
| | | d) RFP – Buttertown Road (Fort Vermilion Flood Recovery) | 57 |
| | | e) RFP – Crack Filling 2022 | 83 |
| | | f) RFP – Line Painting 2022 | 109 |
| | | g) Road Protection Agreement Review | 133 |
| | | h) | |
| | | i) | |

POLICY REVIEW: 6. a) Policy DEV001 Urban Development Standards & 197
Policy DEV007 Rural Development Standards

b)

CLOSED MEETING: *Freedom of Information and Protection of Privacy Act Division
2, Part 1 Exceptions to Disclosure*

7. a)

b)

**NEXT MEETING
DATE:** 8. a) Regular Council Meeting
February 2, 2022
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: 9. a) Adjournment



Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|--|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Carrie Simpson, Director of Legislative Services |
| Title: | Minutes of the August 17, 2021 Committee of the Whole Meeting |

BACKGROUND / PROPOSAL:

Minutes of the August 17, 2021 Committee of the Whole Meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

Approved Council Meeting minutes are posted on the County website.

POLICY REFERENCES:

Author: C. Sarapuk **Reviewed by:** C. Simpson **CAO:** _____

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the minutes of the August 17, 2021 Committee of the Whole Meeting be adopted as presented.

Author: C. Sarapuk Reviewed by: _____ CAO: _____

**MACKENZIE COUNTY
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, August 17, 2021
10:00 a.m.**

**Fort Vermilion Council Chambers
Fort Vermilion, AB**

| | | |
|------------------------|------------------|---|
| PRESENT: | Josh Knelsen | Reeve |
| | Walter Sarapuk | Deputy Reeve |
| | Peter F. Braun | Councillor |
| | Cameron Cardinal | Councillor |
| | David Driedger | Councillor |
| | Eric Jorgensen | Councillor – Virtual |
| | Anthony Peters | Councillor |
| | Ernest Peters | Councillor |
| | Lisa Wardley | Councillor – Virtual |
| REGRETS: | Jacquie Bateman | Councillor |
| ADMINISTRATION: | Byron Peters | Deputy Chief Administrative Officer/Director of Projects and Infrastructure |
| | Jennifer Batt | Director of Finance |
| | Don Roberts | Director of Community Services |
| | Carrie Simpson | Director of Legislative Services – Virtual |
| | Jeff Simpson | Director of Operations |
| | John Zacharias | Director of Utilities |
| | Grant Smith | Agricultural Fieldman |
| | Caitlin Smith | Manager of Planning and Development/Recording Secretary |

ALSO PRESENT:

Minutes of the Committee of the Whole Meeting for Mackenzie County held on August 17, 2021 in the Council Chambers at the Fort Vermilion County Office.

CALL TO ORDER: 1. a) Call to Order

Reeve Knelsen called the meeting to order at 10:00 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION COW-21-08-081 MOVED by Deputy Reeve Sarapuk

That the agenda be adopted with the addition:

7.b) Legal

CARRIED

**MINUTES FROM
PREVIOUS MEETING:**

**3. a) Minutes of the July 13, 2021 Committee of the
Whole Meeting**

MOTION COW-21-08-082 **MOVED** by Councillor Wardley

That the minutes of the July 13, 2021 Committee of the Whole Meeting be adopted as presented.

CARRIED

BUSINESS:

5. a) Solid Waste Review

Councillor Driedger arrived at 10:03 a.m. Councillor Cardinal left at 10:27 a.m.

MOTION COW-21-08-083 **MOVED** by Councillor Driedger

That the Solid Waste Review be added to the August 18, 2021 Council meeting agenda for further direction regarding grass clippings, and branches at Waste Transfer Stations.

CARRIED

BUSINESS:

**5. b) Cheque Registers – July 12 – August 13, 2021
Electronic Funds Transfers July , 2021**

Councillor Cardinal returned at 10:58 a.m.

MOTION COW-21-08-084 **MOVED** by Councillor Wardley

That administration bring back a 10-15 year history for lodge payments.

CARRIED

MOTION COW-21-08-085 **MOVED** by Councillor Jorgensen

That the cheque registers from July 12 – August 13, 2021, and Electronic Funds Transfers for July, 2021 be received for information.

CARRIED

MOTION COW-21-08-086 **MOVED** by Councillor Wardley

That administration bring back a review of Zama/Chateh road operations to a future Council meeting.

CARRIED

Reeve Knelsen recessed the meeting at 11:04 a.m. and resumed the meeting at 11:13 a.m.

DELEGATIONS:

4. a) Land Use Bylaw Update

MOTION COW-21-08-087 **MOVED** by Councillor Braun

That the Land Use Bylaw update be received for information.

CARRIED

BUSINESS:

5. c) MasterCard Statements – June 2021

MOTION COW-21-08-088 **MOVED** by Councillor E. Peters

That the MasterCard statements for June 2021 be received for information.

CARRIED

CLOSED MEETING **7. Closed Meeting**

MOTION COW-21-08-089 **MOVED** by Deputy Reeve Sarapuk

That the Committee move into a closed meeting at 11:35 a.m. to discuss the following:

- 7.a) Conditional Grant Agreement (s 25, s 27, s 29)
- 7.b) Legal (s 21, s 24, s 25)

CARRIED

The following individuals were present during the closed meeting discussion. (MGA Section 602.08(1)(6))

- All Councillors
- Byron Peters, Deputy Chief Administrative Officer
- Don Roberts, Director of Community Services

- John Zacharias, Director of Utilities
- Grant Smith, Agricultural Fieldman
- Jennifer Batt, Director of Finance
- Jeff Simpson, Director of Operations
- Carrie Simpson, Director of Legislative Services
- Caitlin Smith, Manager of Planning and Development

Reeve Knelsen recessed the meeting at 12:01 p.m. and reconvened the meeting at 12:34 p.m.

MOTION COW-21-08-090 **MOVED** by Councillor Driedger

That Committee move out of a closed meeting at 1:42 p.m.

CARRIED

CLOSED MEETING

7. a) Closed Meeting

MOTION COW-21-08-091 **MOVED** by Deputy Reeve Sarapuk

That the Mitigation Conditional Grant Agreement be recommended to Council as presented.

CARRIED

MOTION COW-21-08-092 **MOVED** by Councillor Wardley

That the Legal Claim be received for information.

CARRIED

NEXT MEETING DATE: **8. a)** To be determined.

ADJOURNMENT: **9. a) Adjournment**

MOTION COW-21-08-093 **MOVED** by Councillor Jorgensen

That the August 17, 2021 Committee of the Whole meeting be adjourned at 1:44 p.m.

CARRIED

These minutes will be presented for approval on February 1, 2022.

Joshua Knelsen
Reeve

Byron Peters
Interim Chief Administrative Officer

Unapproved



Mackenzie County

REQUEST FOR DIRECTION

| | |
|----------------------|---|
| Meeting: | Committee of the Whole |
| Meeting Date: | February 1, 2022 |
| Presented By: | Don Roberts, Director of Community Services |
| Title: | DELEGATION Royal Canadian Mounted Police (RCMP) – Crime Statistics |

BACKGROUND / PROPOSAL:

Members of the Fort Vermilion RCMP will be present to discuss crime statistics for Fort Vermilion and Mackenzie County.

A copy of the crime statistics are attached for information.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

Author: C. Simpson **Reviewed by:** _____ **CAO:** _____

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the RCMP crime statistics reports be received for information.

Author: C. Sarapuk Reviewed by: _____ CAO: _____

Hamlet of Fort Vermilion - Fort Vermilion Detachment

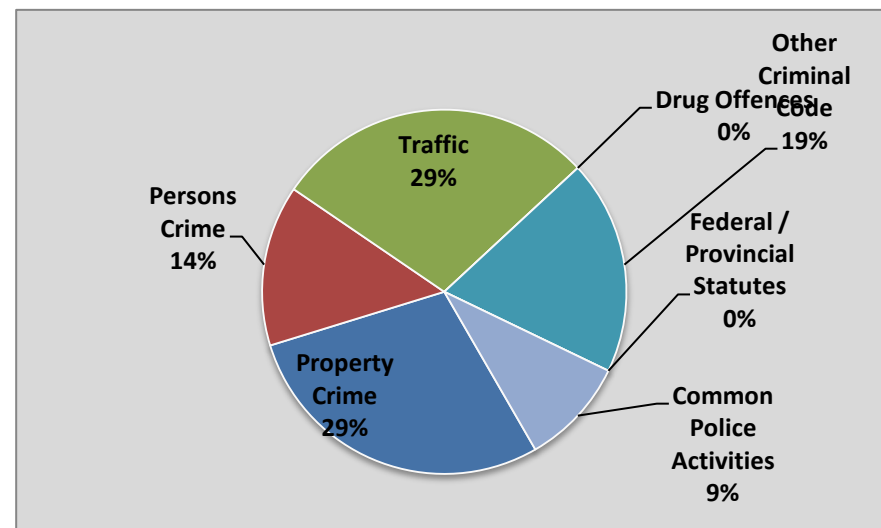
Crime Data - December 2021

| CATEGORY | Reported | Actual | ClrChg | ClrOth | Total Clr | % Clr |
|---------------------------------------|-----------|-----------------------------|----------|----------|-----------|---------------|
| Homicides & Offences Related to Death | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Sexual Assaults | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other Sexual Offences | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Assault | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Kidnapping/Hostage/Abduction | 2 | 2 | 0 | 0 | 0 | 0.0% |
| Extortion | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Harassment | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Uttering Threats | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL PERSONS | 3 | 3 | 1 | 0 | 1 | 33.3% |
| Break & Enter | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Theft of Motor Vehicle | 1 | 1 | 0 | 0 | 0 | 0.0% |
| Theft Over \$5,000 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Theft Under \$5,000 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Possn Stn Goods | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Fraud | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Arson | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mischief - Damage To Property | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mischief - Other | 4 | 4 | 1 | 3 | 4 | 100.0% |
| TOTAL PROPERTY | 6 | 6 | 2 | 3 | 5 | 83.3% |
| Offensive Weapons | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Disturbing the Peace | 1 | 1 | 0 | 0 | 0 | 0.0% |
| Fail to Comply & Breaches | 2 | 2 | 2 | 0 | 2 | 100.0% |
| OTHER CRIMINAL CODE | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL OTHER CRIMINAL CODE | 4 | 4 | 3 | 0 | 3 | 75.0% |
| TOTAL CRIMINAL CODE | 13 | 13 | 6 | 3 | 9 | 69.2% |
| Drug Enforcement - Production | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Possession | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Trafficking | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Other | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Drugs | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Cannabis Enforcement | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Federal - General | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL FEDERAL | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Liquor Act | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Cannabis Act | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mental Health Act | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other Provincial Stats | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Provincial Stats | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Municipal By-laws Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Municipal By-laws | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Municipal | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Fatals | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Injury MVAS | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Property Damage MVAS (Reportable) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Property Damage MVAS (Non Reportable) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL MVAS | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Roadside Suspension - Alcohol (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Roadside Suspension - Drugs (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Provincial Traffic | 5 | 4 | 2 | 0 | 2 | 50.0% |
| Other Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Code Traffic | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Common Police Activities | | | | | | |
| False Alarms | 0 | Suspicious Person/Vehicle | | 1 | | |
| False/Abandoned 911 Call and 911 Act | 1 | VSU Accepted | | 0 | | |
| Persons Reported Missing | 0 | VSU Declined | | 0 | | |
| Request to Locate | 0 | VSU Offered - Not Available | | 0 | | |
| Abandoned Vehicles | 0 | VSU Proactive Referral | | 0 | | |

Hamlet of Fort Vermilion - Fort Vermilion Detachment

Crime Data - December 2021

| | | | | | |
|-----------------------------|---------------------------------------|--------------|-------------------------------|------------------------------------|----------|
| Property Crime | Break & Enter | 1 | Federal / Provincial Statutes | Liquor Act | 0 |
| | Theft of Motor Vehicle | 1 | | Cannabis Act & Enforcement | 0 |
| | Theft Over \$5,000 | 0 | | Mental Health Act | 0 |
| | Theft Under \$5,000 | 0 | | Coroner's Act - Sudden Death | 0 |
| | Possn Stn Goods | 0 | | Child Welfare Act | 0 |
| | Fraud | 0 | | Other Provincial Statute | 0 |
| | Arson | 0 | | Other Federal Statute | 0 |
| | Mischief To Property | 4 | | Total | 0 |
| | Total | 6 | | | |
| Persons Crime | Assault | 1 | Common Police Activities | False Alarms | 0 |
| | Robbery/Extortion/Harassment/Threats | 0 | | False/Abandoned 911 Call | 1 |
| | Sexual Offences | 0 | | Abandoned Vehicles | 0 |
| | Kidnapping/Hostage/Abduction | 2 | | Persons Reported Missing | 0 |
| | Homicides & Offences Related to Death | 0 | | Request to Locate | 0 |
| | Total | 3 | | Suspicious Person/Vehicle/Property | 1 |
| | | Total | 2 | | |
| Traffic | Motor Vehicle Collisions | 1 | Other Criminal Code | Drug Offences | 0% |
| | Impaired Related Offences | 1 | | Other Criminal Code | 19% |
| | Provincial Traffic Offences | 4 | | Federal / Provincial Statutes | 0% |
| | Other Traffic Related Offences | 0 | | Common Police Activities | 9% |
| Total | 6 | | | | |
| Drug Offences | Drug Enforcement - Production | 0 | | | |
| | Drug Enforcement - Possession | 0 | | | |
| | Drug Enforcement - Trafficking | 0 | | | |
| | Drug Enforcement - Other | 0 | | | |
| Total | 0 | | | | |
| Other Criminal Code Offence | Breach of Peace | 0 | | | |
| | Disturbing the Peace | 1 | | | |
| | Fail to Comply & Breaches | 2 | | | |
| | Offensive Weapons | 1 | | | |
| | Other Offence | 0 | | | |
| Total | 4 | | | | |



Hamlet of La Crete - Fort Vermilion Detachment

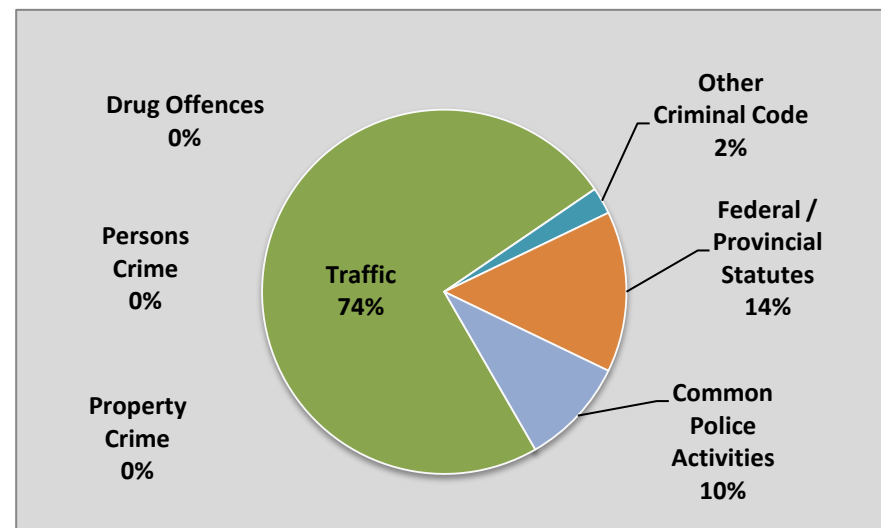
Crime Data - December 2021

| CATEGORY | Reported | Actual | ClrChg | ClrOth | Total Clr | % Clr |
|---------------------------------------|-----------|-----------------------------|----------|-----------|-----------|---------------|
| Homicides & Offences Related to Death | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Sexual Assaults | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other Sexual Offences | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Assault | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Kidnapping/Hostage/Abduction | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Extortion | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Harassment | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Uttering Threats | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL PERSONS | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Break & Enter | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Theft of Motor Vehicle | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Theft Over \$5,000 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Theft Under \$5,000 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Possn Stn Goods | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Fraud | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Arson | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mischief - Damage To Property | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mischief - Other | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL PROPERTY | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Offensive Weapons | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Disturbing the Peace | 1 | 1 | 0 | 0 | 0 | 0.0% |
| Fail to Comply & Breaches | 0 | 0 | 0 | 0 | 0 | 0.0% |
| OTHER CRIMINAL CODE | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL OTHER CRIMINAL CODE | 1 | 1 | 0 | 0 | 0 | 0.0% |
| TOTAL CRIMINAL CODE | 1 | 1 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Production | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Possession | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Trafficking | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Other | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Drugs | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Cannabis Enforcement | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Federal - General | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL FEDERAL | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Liquor Act | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Cannabis Act | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mental Health Act | 2 | 2 | 0 | 1 | 1 | 50.0% |
| Other Provincial Stats | 4 | 4 | 0 | 0 | 0 | 0.0% |
| Total Provincial Stats | 6 | 6 | 0 | 1 | 1 | 16.7% |
| Municipal By-laws Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Municipal By-laws | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Municipal | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Fatals | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Injury MVAS | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Property Damage MVAS (Reportable) | 6 | 6 | 1 | 0 | 1 | 16.7% |
| Property Damage MVAS (Non Reportable) | 1 | 1 | 0 | 0 | 0 | 0.0% |
| TOTAL MVAS | 7 | 7 | 1 | 0 | 1 | 14.3% |
| Roadside Suspension - Alcohol (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Roadside Suspension - Drugs (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Provincial Traffic | 23 | 23 | 7 | 16 | 23 | 100.0% |
| Other Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Code Traffic | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Common Police Activities | | | | | | |
| False Alarms | 0 | Suspicious Person/Vehicle | | 2 | | |
| False/Abandoned 911 Call and 911 Act | 2 | VSU Accepted | | 0 | | |
| Persons Reported Missing | 0 | VSU Declined | | 0 | | |
| Request to Locate | 0 | VSU Offered - Not Available | | 0 | | |
| Abandoned Vehicles | 0 | VSU Proactive Referral | | 0 | | |

Hamlet of La Crete - Fort Vermilion Detachment

Crime Data - December 2021

| | | | | | |
|-----------------------------|---------------------------------------|--------------|-------------------------------|------------------------------------|----------|
| Property Crime | Break & Enter | 0 | Federal / Provincial Statutes | Liquor Act | 0 |
| | Theft of Motor Vehicle | 0 | | Cannabis Act & Enforcement | 0 |
| | Theft Over \$5,000 | 0 | | Mental Health Act | 2 |
| | Theft Under \$5,000 | 0 | | Coroner's Act - Sudden Death | 1 |
| | Possn Stn Goods | 0 | | Child Welfare Act | 0 |
| | Fraud | 0 | | Other Provincial Statute | 3 |
| | Arson | 0 | | Other Federal Statute | 0 |
| | Mischief To Property | 0 | | Total | 6 |
| | Total | 0 | | | |
| Persons Crime | Assault | 0 | Common Police Activities | False Alarms | 0 |
| | Robbery/Extortion/Harassment/Threats | 0 | | False/Abandoned 911 Call | 2 |
| | Sexual Offences | 0 | | Abandoned Vehicles | 0 |
| | Kidnapping/Hostage/Abduction | 0 | | Persons Reported Missing | 0 |
| | Homicides & Offences Related to Death | 0 | | Request to Locate | 0 |
| | Total | 0 | | Suspicious Person/Vehicle/Property | 2 |
| | | Total | 4 | | |
| Traffic | Motor Vehicle Collisions | 7 | | | |
| | Impaired Related Offences | 1 | | | |
| | Provincial Traffic Offences | 23 | | | |
| | Other Traffic Related Offences | 0 | | | |
| Total | 31 | | | | |
| Drug Offences | Drug Enforcement - Production | 0 | | | |
| | Drug Enforcement - Possession | 0 | | | |
| | Drug Enforcement - Trafficking | 0 | | | |
| | Drug Enforcement - Other | 0 | | | |
| Total | 0 | | | | |
| Other Criminal Code Offence | Breach of Peace | 0 | | | |
| | Disturbing the Peace | 1 | | | |
| | Fail to Comply & Breaches | 0 | | | |
| | Offensive Weapons | 0 | | | |
| | Other Offence | 0 | | | |
| Total | 1 | | | | |



Mackenzie County - Fort Vermilion Detachment

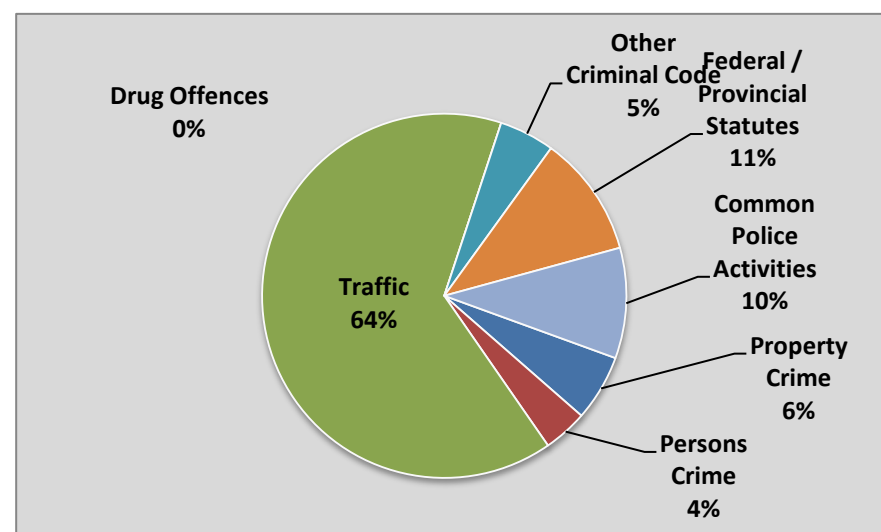
Crime Data - December 2021

| CATEGORY | Reported | Actual | ClrChg | ClrOth | Total Clr | % Clr |
|---------------------------------------|-----------|-----------------------------|-----------|-----------|-----------|---------------|
| Homicides & Offences Related to Death | 0 | 0 | 1 | 0 | 1 | 0.0% |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Sexual Assaults | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other Sexual Offences | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Assault | 1 | 1 | 2 | 0 | 2 | 200.0% |
| Kidnapping/Hostage/Abduction | 2 | 2 | 0 | 0 | 0 | 0.0% |
| Extortion | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Harassment | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Uttering Threats | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL PERSONS | 4 | 4 | 4 | 0 | 4 | 100.0% |
| Break & Enter | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Theft of Motor Vehicle | 1 | 1 | 0 | 0 | 0 | 0.0% |
| Theft Over \$5,000 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Theft Under \$5,000 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Possn Stn Goods | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Fraud | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Arson | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mischief - Damage To Property | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mischief - Other | 4 | 4 | 1 | 3 | 4 | 100.0% |
| TOTAL PROPERTY | 6 | 6 | 2 | 3 | 5 | 83.3% |
| Offensive Weapons | 1 | 1 | 2 | 0 | 2 | 200.0% |
| Disturbing the Peace | 2 | 2 | 0 | 0 | 0 | 0.0% |
| Fail to Comply & Breaches | 2 | 2 | 2 | 0 | 2 | 100.0% |
| OTHER CRIMINAL CODE | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL OTHER CRIMINAL CODE | 5 | 5 | 4 | 0 | 4 | 80.0% |
| TOTAL CRIMINAL CODE | 15 | 15 | 10 | 3 | 13 | 86.7% |
| Drug Enforcement - Production | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Possession | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Trafficking | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Other | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Drugs | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Cannabis Enforcement | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Federal - General | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL FEDERAL | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Liquor Act | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Cannabis Act | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Mental Health Act | 2 | 2 | 0 | 1 | 1 | 50.0% |
| Other Provincial Stats | 8 | 8 | 1 | 0 | 1 | 12.5% |
| Total Provincial Stats | 11 | 11 | 2 | 1 | 3 | 27.3% |
| Municipal By-laws Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Municipal By-laws | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Municipal | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Fatals | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Injury MVAS | 2 | 2 | 1 | 0 | 1 | 50.0% |
| Property Damage MVAS (Reportable) | 16 | 16 | 2 | 0 | 2 | 12.5% |
| Property Damage MVAS (Non Reportable) | 3 | 3 | 0 | 0 | 0 | 0.0% |
| TOTAL MVAS | 21 | 21 | 3 | 0 | 3 | 14.3% |
| Roadside Suspension - Alcohol (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Roadside Suspension - Drugs (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Provincial Traffic | 44 | 43 | 16 | 23 | 39 | 90.7% |
| Other Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Code Traffic | 2 | 2 | 4 | 0 | 4 | 200.0% |
| Common Police Activities | | | | | | |
| False Alarms | 0 | Suspicious Person/Vehicle | | 5 | | |
| False/Abandoned 911 Call and 911 Act | 5 | VSU Accepted | | 0 | | |
| Persons Reported Missing | 0 | VSU Declined | | 0 | | |
| Request to Locate | 0 | VSU Offered - Not Available | | 0 | | |
| Abandoned Vehicles | 0 | VSU Proactive Referral | | 0 | | |

Mackenzie County - Fort Vermilion Detachment

Crime Data - December 2021

| | | | | | |
|-----------------------------|---------------------------------------|--------------|-------------------------------|------------------------------------|-----------|
| Property Crime | Break & Enter | 1 | Federal / Provincial Statutes | Liquor Act | 1 |
| | Theft of Motor Vehicle | 1 | | Cannabis Act & Enforcement | 0 |
| | Theft Over \$5,000 | 0 | | Mental Health Act | 2 |
| | Theft Under \$5,000 | 0 | | Coroner's Act - Sudden Death | 1 |
| | Possn Stn Goods | 0 | | Child Welfare Act | 0 |
| | Fraud | 0 | | Other Provincial Statute | 7 |
| | Arson | 0 | | Other Federal Statute | 0 |
| | Mischief To Property | 4 | | Total | 11 |
| | Total | 6 | | | |
| Persons Crime | Assault | 1 | Common Police Activities | False Alarms | 0 |
| | Robbery/Extortion/Harassment/Threats | 1 | | False/Abandoned 911 Call | 5 |
| | Sexual Offences | 0 | | Abandoned Vehicles | 0 |
| | Kidnapping/Hostage/Abduction | 2 | | Persons Reported Missing | 0 |
| | Homicides & Offences Related to Death | 0 | | Request to Locate | 0 |
| | Total | 4 | | Suspicious Person/Vehicle/Property | 5 |
| | | Total | 10 | | |
| Traffic | Motor Vehicle Collisions | 21 | | | |
| | Impaired Related Offences | 2 | | | |
| | Provincial Traffic Offences | 43 | | | |
| | Other Traffic Related Offences | 0 | | | |
| Total | 66 | | | | |
| Drug Offences | Drug Enforcement - Production | 0 | | | |
| | Drug Enforcement - Possession | 0 | | | |
| | Drug Enforcement - Trafficking | 0 | | | |
| | Drug Enforcement - Other | 0 | | | |
| Total | 0 | | | | |
| Other Criminal Code Offence | Breach of Peace | 0 | | | |
| | Disturbing the Peace | 2 | | | |
| | Fail to Comply & Breaches | 2 | | | |
| | Offensive Weapons | 1 | | | |
| | Other Offence | 0 | | | |
| Total | 5 | | | | |



Hamlet of Fort Vermilion - Fort Vermilion Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

Thursday, January 6, 2022

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|---------------------------------------|-------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Homicides & Offences Related to Death | | 0 | 1 | 0 | 0 | N/A | N/A | -0.1 |
| Robbery | | 0 | 0 | 2 | 1 | N/A | -50% | 0.5 |
| Sexual Assaults | | 1 | 8 | 1 | 1 | 0% | 0% | -0.7 |
| Other Sexual Offences | | 0 | 3 | 0 | 1 | N/A | N/A | 0.0 |
| Assault | | 33 | 18 | 37 | 25 | -24% | -32% | -0.5 |
| Kidnapping/Hostage/Abduction | | 1 | 1 | 3 | 2 | 100% | -33% | 0.5 |
| Extortion | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Criminal Harassment | | 8 | 6 | 4 | 4 | -50% | 0% | -1.4 |
| Uttering Threats | | 2 | 7 | 7 | 4 | 100% | -43% | 0.6 |
| TOTAL PERSONS | | 45 | 44 | 54 | 38 | -16% | -30% | -1.1 |
| Break & Enter | | 5 | 3 | 9 | 6 | 20% | -33% | 0.9 |
| Theft of Motor Vehicle | | 6 | 9 | 5 | 6 | 0% | 20% | -0.4 |
| Theft Over \$5,000 | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Theft Under \$5,000 | | 9 | 17 | 14 | 4 | -56% | -71% | -1.8 |
| Possn Stn Goods | | 0 | 11 | 7 | 2 | N/A | -71% | 0.2 |
| Fraud | | 5 | 5 | 6 | 5 | 0% | -17% | 0.1 |
| Arson | | 1 | 0 | 0 | 1 | 0% | N/A | 0.0 |
| Mischief - Damage To Property | | 0 | 7 | 17 | 16 | N/A | -6% | 5.8 |
| Mischief - Other | | 62 | 102 | 64 | 46 | -26% | -28% | -8.6 |
| TOTAL PROPERTY | | 89 | 154 | 122 | 86 | -3% | -30% | -4.1 |
| Offensive Weapons | | 3 | 7 | 7 | 1 | -67% | -86% | -0.6 |
| Disturbing the peace | | 37 | 59 | 13 | 20 | -46% | 54% | -9.7 |
| Fail to Comply & Breaches | | 215 | 224 | 52 | 43 | -80% | -17% | -68.8 |
| OTHER CRIMINAL CODE | | 1 | 5 | 6 | 3 | 200% | -50% | 0.7 |
| TOTAL OTHER CRIMINAL CODE | | 256 | 295 | 78 | 67 | -74% | -14% | -78.4 |
| TOTAL CRIMINAL CODE | | 390 | 493 | 254 | 191 | -51% | -25% | -83.6 |

Hamlet of Fort Vermilion - Fort Vermilion Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

Thursday, January 6, 2022

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|--------------------------------------|-------|-----------|-----------|-----------|-----------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Drug Enforcement - Possession | | 1 | 1 | 1 | 1 | 0% | 0% | 0.0 |
| Drug Enforcement - Trafficking | | 2 | 0 | 1 | 1 | -50% | 0% | -0.2 |
| Drug Enforcement - Other | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Drugs | | 3 | 1 | 2 | 2 | -33% | 0% | -0.2 |
| Cannabis Enforcement | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Federal - General | | 3 | 0 | 0 | 2 | -33% | N/A | -0.3 |
| TOTAL FEDERAL | | 7 | 1 | 2 | 4 | -43% | 100% | -0.8 |
| Liquor Act | | 10 | 14 | 10 | 18 | 80% | 80% | 2.0 |
| Cannabis Act | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Mental Health Act | | 18 | 37 | 22 | 15 | -17% | -32% | -2.4 |
| Other Provincial Stats | | 28 | 35 | 29 | 23 | -18% | -21% | -2.1 |
| Total Provincial Stats | | 56 | 86 | 61 | 56 | 0% | -8% | -2.5 |
| Municipal By-laws Traffic | | 2 | 1 | 0 | 0 | -100% | N/A | -0.7 |
| Municipal By-laws | | 7 | 3 | 3 | 1 | -86% | -67% | -1.8 |
| Total Municipal | | 9 | 4 | 3 | 1 | -89% | -67% | -2.5 |
| Fatals | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Injury MVC | | 2 | 2 | 2 | 1 | -50% | -50% | -0.3 |
| Property Damage MVC (Reportable) | | 12 | 18 | 4 | 5 | -58% | 25% | -3.5 |
| Property Damage MVC (Non Reportable) | | 4 | 2 | 1 | 2 | -50% | 100% | -0.7 |
| TOTAL MVC | | 18 | 22 | 7 | 8 | -56% | 14% | -4.5 |
| Roadside Suspension - Alcohol (Prov) | | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Roadside Suspension - Drugs (Prov) | | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Total Provincial Traffic | | 52 | 89 | 69 | 77 | 48% | 12% | 5.5 |
| Other Traffic | | 0 | 11 | 3 | 1 | N/A | -67% | -0.5 |
| Criminal Code Traffic | | 20 | 33 | 21 | 18 | -10% | -14% | -1.8 |
| Common Police Activities | | | | | | | | |
| False Alarms | | 15 | 14 | 8 | 5 | -67% | -38% | -3.6 |
| False/Abandoned 911 Call and 911 Act | | 29 | 64 | 49 | 19 | -34% | -61% | -4.5 |
| Suspicious Person/Vehicle/Property | | 3 | 7 | 11 | 17 | 467% | 55% | 4.6 |
| Persons Reported Missing | | 4 | 4 | 9 | 3 | -25% | -67% | 0.2 |

Hamlet of La Crete - Fort Vermilion Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

Thursday, January 6, 2022

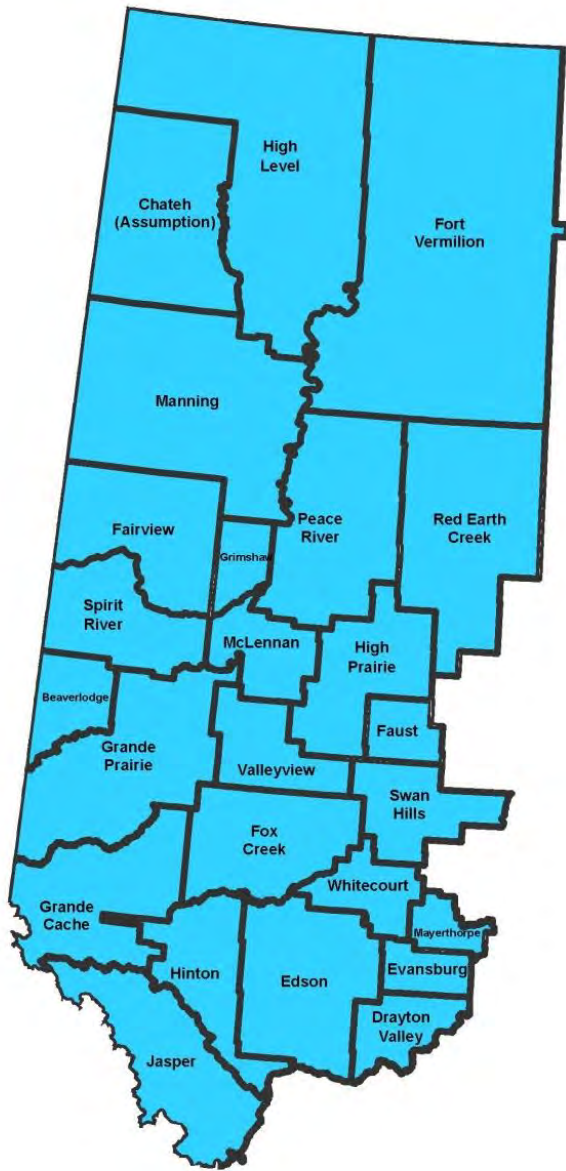
| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|---------------------------------------|-------|------------|-----------|-----------|-----------|-------------------------|-------------------------|--------------------------|
| Homicides & Offences Related to Death | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Robbery | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Sexual Assaults | | 2 | 1 | 3 | 0 | -100% | -100% | -0.4 |
| Other Sexual Offences | | 2 | 0 | 3 | 1 | -50% | -67% | 0.0 |
| Assault | | 24 | 8 | 9 | 9 | -63% | 0% | -4.4 |
| Kidnapping/Hostage/Abduction | | 1 | 2 | 1 | 0 | -100% | -100% | -0.4 |
| Extortion | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Criminal Harassment | | 1 | 0 | 3 | 3 | 200% | 0% | 0.9 |
| Uttering Threats | | 2 | 6 | 9 | 3 | 50% | -67% | 0.6 |
| TOTAL PERSONS | | 32 | 17 | 28 | 16 | -50% | -43% | -3.7 |
| Break & Enter | | 1 | 0 | 2 | 2 | 100% | 0% | 0.5 |
| Theft of Motor Vehicle | | 5 | 5 | 2 | 2 | -60% | 0% | -1.2 |
| Theft Over \$5,000 | | 3 | 2 | 1 | 0 | -100% | -100% | -1.0 |
| Theft Under \$5,000 | | 8 | 4 | 5 | 3 | -63% | -40% | -1.4 |
| Possn Stn Goods | | 4 | 1 | 0 | 0 | -100% | N/A | -1.3 |
| Fraud | | 9 | 7 | 15 | 6 | -33% | -60% | -0.1 |
| Arson | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Mischief - Damage To Property | | 0 | 1 | 8 | 3 | N/A | -63% | 1.6 |
| Mischief - Other | | 9 | 10 | 16 | 5 | -44% | -69% | -0.6 |
| TOTAL PROPERTY | | 39 | 30 | 49 | 21 | -46% | -57% | -3.5 |
| Offensive Weapons | | 5 | 6 | 3 | 0 | -100% | -100% | -1.8 |
| Disturbing the peace | | 2 | 4 | 8 | 5 | 150% | -38% | 1.3 |
| Fail to Comply & Breaches | | 23 | 17 | 3 | 5 | -78% | 67% | -6.8 |
| OTHER CRIMINAL CODE | | 0 | 3 | 2 | 0 | N/A | -100% | -0.1 |
| TOTAL OTHER CRIMINAL CODE | | 30 | 30 | 16 | 10 | -67% | -38% | -7.4 |
| TOTAL CRIMINAL CODE | | 101 | 77 | 93 | 47 | -53% | -49% | -14.6 |

Hamlet of La Crete - Fort Vermilion Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

Thursday, January 6, 2022

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|--------------------------------------|-------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Drug Enforcement - Possession | | 2 | 0 | 0 | 0 | -100% | N/A | -0.6 |
| Drug Enforcement - Trafficking | | 0 | 0 | 1 | 0 | N/A | -100% | 0.1 |
| Drug Enforcement - Other | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Drugs | | 3 | 0 | 1 | 0 | -100% | -100% | -0.8 |
| Cannabis Enforcement | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Federal - General | | 0 | 0 | 0 | 1 | N/A | N/A | 0.3 |
| TOTAL FEDERAL | | 3 | 0 | 1 | 1 | -67% | 0% | -0.5 |
| Liquor Act | | 8 | 11 | 12 | 6 | -25% | -50% | -0.5 |
| Cannabis Act | | 0 | 1 | 1 | 0 | N/A | -100% | 0.0 |
| Mental Health Act | | 16 | 7 | 10 | 9 | -44% | -10% | -1.8 |
| Other Provincial Stats | | 33 | 35 | 71 | 40 | 21% | -44% | 5.7 |
| Total Provincial Stats | | 57 | 54 | 94 | 55 | -4% | -41% | 3.4 |
| Municipal By-laws Traffic | | 1 | 1 | 1 | 0 | -100% | -100% | -0.3 |
| Municipal By-laws | | 8 | 8 | 7 | 3 | -63% | -57% | -1.6 |
| Total Municipal | | 9 | 9 | 8 | 3 | -67% | -63% | -1.9 |
| Fatals | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Injury MVC | | 7 | 8 | 1 | 2 | -71% | 100% | -2.2 |
| Property Damage MVC (Reportable) | | 53 | 37 | 34 | 44 | -17% | 29% | -3.0 |
| Property Damage MVC (Non Reportable) | | 4 | 6 | 3 | 4 | 0% | 33% | -0.3 |
| TOTAL MVC | | 64 | 51 | 38 | 50 | -22% | 32% | -5.5 |
| Roadside Suspension - Alcohol (Prov) | | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Roadside Suspension - Drugs (Prov) | | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Total Provincial Traffic | | 166 | 257 | 230 | 257 | 55% | 12% | 24.6 |
| Other Traffic | | 20 | 8 | 1 | 2 | -90% | 100% | -6.1 |
| Criminal Code Traffic | | 12 | 9 | 15 | 6 | -50% | -60% | -1.2 |
| Common Police Activities | | | | | | | | |
| False Alarms | | 41 | 26 | 11 | 13 | -68% | 18% | -9.9 |
| False/Abandoned 911 Call and 911 Act | | 21 | 18 | 17 | 9 | -57% | -47% | -3.7 |
| Suspicious Person/Vehicle/Property | | 2 | 3 | 6 | 6 | 200% | 0% | 1.5 |
| Persons Reported Missing | | 2 | 2 | 5 | 1 | -50% | -80% | 0.0 |



Western Alberta District

Mackenzie County
January – December
Crime Statistics
2018 - 2021

January 10, 2022

Prepared for: Mackenzie County





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Statistics have been compiled using data pulled from the RCMP Police Reporting and Occurrence System (PROS). The accuracy of the data is dependent upon the accuracy of data entry. As PROS is a live database, it is possible for the statistics to adjust slightly over time.

Boxes with a “N/A” indicate that files in this category have been “purged” from the PROS database and are not reliable for comparison purposes.



Detachment Narratives



**Mackenzie County - All Detachments
Crime Statistics (Actual)
January to December: 2018 - 2021**

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|---------------------------------------|-------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Homicides & Offences Related to Death | | 0 | 1 | 1 | 2 | N/A | 100% | 0.6 |
| Robbery | | 1 | 0 | 2 | 1 | 0% | -50% | 0.2 |
| Sexual Assaults | | 3 | 13 | 5 | 2 | -33% | -60% | -1.1 |
| Other Sexual Offences | | 2 | 3 | 6 | 4 | 100% | -33% | 0.9 |
| Assault | | 88 | 53 | 55 | 42 | -52% | -24% | -13.6 |
| Kidnapping/Hostage/Abduction | | 3 | 3 | 4 | 2 | -33% | -50% | -0.2 |
| Extortion | | 0 | 0 | 1 | 0 | N/A | -100% | 0.1 |
| Criminal Harassment | | 15 | 13 | 10 | 11 | -27% | 10% | -1.5 |
| Uttering Threats | | 13 | 20 | 21 | 12 | -8% | -43% | -0.2 |
| TOTAL PERSONS | | 125 | 106 | 105 | 76 | -39% | -28% | -14.8 |
| Break & Enter | | 11 | 11 | 20 | 12 | 9% | -40% | 1.2 |
| Theft of Motor Vehicle | | 22 | 23 | 22 | 12 | -45% | -45% | -3.1 |
| Theft Over \$5,000 | | 5 | 3 | 7 | 1 | -80% | -86% | -0.8 |
| Theft Under \$5,000 | | 31 | 35 | 27 | 13 | -58% | -52% | -6.2 |
| Possn Stn Goods | | 7 | 18 | 14 | 8 | 14% | -43% | -0.1 |
| Fraud | | 20 | 21 | 38 | 16 | -20% | -58% | 0.5 |
| Arson | | 5 | 2 | 5 | 5 | 0% | 0% | 0.3 |
| Mischief - Damage To Property | | 0 | 13 | 44 | 27 | N/A | -39% | 11.2 |
| Mischief - Other | | 93 | 136 | 98 | 60 | -35% | -39% | -13.7 |
| TOTAL PROPERTY | | 194 | 262 | 275 | 154 | -21% | -44% | -10.7 |
| Offensive Weapons | | 16 | 24 | 15 | 4 | -75% | -73% | -4.5 |
| Disturbing the peace | | 43 | 77 | 27 | 31 | -28% | 15% | -8.6 |
| Fail to Comply & Breaches | | 273 | 275 | 66 | 61 | -78% | -8% | -84.5 |
| OTHER CRIMINAL CODE | | 6 | 17 | 9 | 8 | 33% | -11% | -0.2 |
| TOTAL OTHER CRIMINAL CODE | | 338 | 393 | 117 | 104 | -69% | -11% | -97.8 |
| TOTAL CRIMINAL CODE | | 657 | 761 | 497 | 334 | -49% | -33% | -123.3 |



Mackenzie County - All Detachments
 Crime Statistics (Actual)
 January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|--------------------------------------|-------|--------------|--------------|--------------|--------------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Drug Enforcement - Possession | | 13 | 2 | 2 | 2 | -85% | 0% | -3.3 |
| Drug Enforcement - Trafficking | | 3 | 3 | 3 | 3 | 0% | 0% | 0.0 |
| Drug Enforcement - Other | | 0 | 0 | 1 | 1 | N/A | 0% | 0.4 |
| Total Drugs | | 17 | 5 | 6 | 6 | -65% | 0% | -3.2 |
| Cannabis Enforcement | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Federal - General | | 6 | 1 | 6 | 3 | -50% | -50% | -0.4 |
| TOTAL FEDERAL | | 24 | 6 | 12 | 9 | -63% | -25% | -3.9 |
| Liquor Act | | 71 | 58 | 44 | 68 | -4% | 55% | -2.3 |
| Cannabis Act | | 0 | 4 | 1 | 3 | N/A | 200% | 0.6 |
| Mental Health Act | | 45 | 59 | 48 | 38 | -16% | -21% | -3.2 |
| Other Provincial Stats | | 116 | 119 | 150 | 117 | 1% | -22% | 3.4 |
| Total Provincial Stats | | 232 | 240 | 243 | 226 | -3% | -7% | -1.5 |
| Municipal By-laws Traffic | | 3 | 4 | 2 | 0 | -100% | -100% | -1.1 |
| Municipal By-laws | | 20 | 15 | 11 | 6 | -70% | -45% | -4.6 |
| Total Municipal | | 23 | 19 | 13 | 6 | -74% | -54% | -5.7 |
| Fatals | | 2 | 1 | 0 | 4 | 100% | N/A | 0.5 |
| Injury MVC | | 37 | 22 | 28 | 20 | -46% | -29% | -4.5 |
| Property Damage MVC (Reportable) | | 225 | 218 | 199 | 200 | -11% | 1% | -9.4 |
| Property Damage MVC (Non Reportable) | | 40 | 38 | 28 | 26 | -35% | -7% | -5.2 |
| TOTAL MVC | | 304 | 279 | 255 | 250 | -18% | -2% | -18.6 |
| Roadside Suspension - Alcohol (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Roadside Suspension - Drugs (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Provincial Traffic | | 1,166 | 1,267 | 1,036 | 1,073 | -8% | 4% | -51.0 |
| Other Traffic | | 32 | 33 | 16 | 8 | -75% | -50% | -8.9 |
| Criminal Code Traffic | | 117 | 129 | 116 | 86 | -26% | -26% | -10.6 |
| Common Police Activities | | | | | | | | |
| False Alarms | | 67 | 46 | 22 | 26 | -61% | 18% | -14.7 |
| False/Abandoned 911 Call and 911 Act | | 97 | 118 | 106 | 64 | -34% | -40% | -11.1 |
| Suspicious Person/Vehicle/Property | | 22 | 30 | 53 | 53 | 141% | 0% | 11.6 |
| Persons Reported Missing | | 18 | 16 | 18 | 7 | -61% | -61% | -3.1 |



**Mackenzie County - Chateh Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021**

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|---------------------------------------|-------|----------|----------|----------|----------|-------------------------|-------------------------|--------------------------|
| Homicides & Offences Related to Death | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Robbery | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Sexual Assaults | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Other Sexual Offences | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Assault | | 0 | 2 | 0 | 0 | N/A | N/A | -0.2 |
| Kidnapping/Hostage/Abduction | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Extortion | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Criminal Harassment | | 0 | 1 | 0 | 0 | N/A | N/A | -0.1 |
| Uttering Threats | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| TOTAL PERSONS | | 0 | 3 | 0 | 0 | N/A | N/A | -0.3 |
| Break & Enter | | 1 | 1 | 0 | 0 | -100% | N/A | -0.4 |
| Theft of Motor Vehicle | | 3 | 0 | 1 | 0 | -100% | -100% | -0.8 |
| Theft Over \$5,000 | | 0 | 1 | 2 | 0 | N/A | -100% | 0.1 |
| Theft Under \$5,000 | | 0 | 0 | 0 | 2 | N/A | N/A | 0.6 |
| Possn Stn Goods | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Fraud | | 0 | 1 | 1 | 0 | N/A | -100% | 0.0 |
| Arson | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Mischief - Damage To Property | | 0 | 0 | 0 | 1 | N/A | N/A | 0.3 |
| Mischief - Other | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| TOTAL PROPERTY | | 5 | 3 | 4 | 3 | -40% | -25% | -0.5 |
| Offensive Weapons | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Disturbing the peace | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Fail to Comply & Breaches | | 0 | 2 | 0 | 0 | N/A | N/A | -0.2 |
| OTHER CRIMINAL CODE | | 0 | 1 | 0 | 0 | N/A | N/A | -0.1 |
| TOTAL OTHER CRIMINAL CODE | | 1 | 3 | 0 | 0 | -100% | N/A | -0.6 |
| TOTAL CRIMINAL CODE | | 6 | 9 | 4 | 3 | -50% | -25% | -1.4 |



**Mackenzie County - Chateh Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021**

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|--------------------------------------|-------|-----------|-----------|-----------|----------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Drug Enforcement - Possession | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Drug Enforcement - Trafficking | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Drug Enforcement - Other | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Drugs | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Cannabis Enforcement | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Federal - General | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| TOTAL FEDERAL | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Liquor Act | | 0 | 2 | 1 | 0 | N/A | -100% | -0.1 |
| Cannabis Act | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Mental Health Act | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Other Provincial Stats | | 2 | 4 | 1 | 5 | 150% | 400% | 0.6 |
| Total Provincial Stats | | 2 | 6 | 2 | 5 | 150% | 150% | 0.5 |
| Municipal By-laws Traffic | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Municipal By-laws | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Municipal | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Fatals | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Injury MVC | | 0 | 2 | 1 | 1 | N/A | 0% | 0.2 |
| Property Damage MVC (Reportable) | | 2 | 9 | 10 | 3 | 50% | -70% | 0.4 |
| Property Damage MVC (Non Reportable) | | 1 | 1 | 0 | 0 | -100% | N/A | -0.4 |
| TOTAL MVC | | 3 | 12 | 11 | 4 | 33% | -64% | 0.2 |
| Roadside Suspension - Alcohol (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Roadside Suspension - Drugs (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Provincial Traffic | | 33 | 64 | 17 | 5 | -85% | -71% | -13.1 |
| Other Traffic | | 0 | 2 | 2 | 0 | N/A | -100% | 0.0 |
| Criminal Code Traffic | | 10 | 7 | 1 | 0 | -100% | -100% | -3.6 |
| Common Police Activities | | | | | | | | |
| False Alarms | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| False/Abandoned 911 Call and 911 Act | | 0 | 1 | 0 | 2 | N/A | N/A | 0.5 |
| Suspicious Person/Vehicle/Property | | 1 | 0 | 0 | 1 | 0% | N/A | 0.0 |
| Persons Reported Missing | | 2 | 1 | 1 | 0 | -100% | -100% | -0.6 |



Mackenzie County - Fort Vermilion Detachment
 Crime Statistics (Actual)
 January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|---------------------------------------|-------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Homicides & Offences Related to Death | | 0 | 1 | 0 | 2 | N/A | N/A | 0.5 |
| Robbery | | 0 | 0 | 2 | 1 | N/A | -50% | 0.5 |
| Sexual Assaults | | 3 | 11 | 5 | 1 | -67% | -80% | -1.2 |
| Other Sexual Offences | | 2 | 3 | 6 | 3 | 50% | -50% | 0.6 |
| Assault | | 75 | 46 | 47 | 38 | -49% | -19% | -11.0 |
| Kidnapping/Hostage/Abduction | | 2 | 3 | 4 | 2 | 0% | -50% | 0.1 |
| Extortion | | 0 | 0 | 1 | 0 | N/A | -100% | 0.1 |
| Criminal Harassment | | 12 | 9 | 8 | 8 | -33% | 0% | -1.3 |
| Uttering Threats | | 7 | 16 | 19 | 8 | 14% | -58% | 0.6 |
| TOTAL PERSONS | | 101 | 89 | 92 | 63 | -38% | -32% | -11.1 |
| Break & Enter | | 7 | 6 | 16 | 11 | 57% | -31% | 2.2 |
| Theft of Motor Vehicle | | 16 | 19 | 15 | 10 | -38% | -33% | -2.2 |
| Theft Over \$5,000 | | 5 | 2 | 2 | 1 | -80% | -50% | -1.2 |
| Theft Under \$5,000 | | 28 | 27 | 24 | 11 | -61% | -54% | -5.4 |
| Possn Stn Goods | | 4 | 14 | 11 | 5 | 25% | -55% | 0.0 |
| Fraud | | 19 | 18 | 34 | 12 | -37% | -65% | -0.5 |
| Arson | | 3 | 2 | 3 | 5 | 67% | 67% | 0.7 |
| Mischief - Damage To Property | | 0 | 12 | 40 | 24 | N/A | -40% | 10.0 |
| Mischief - Other | | 82 | 127 | 92 | 55 | -33% | -40% | -11.6 |
| TOTAL PROPERTY | | 164 | 227 | 237 | 134 | -18% | -43% | -8.0 |
| Offensive Weapons | | 11 | 18 | 10 | 3 | -73% | -70% | -3.2 |
| Disturbing the peace | | 41 | 75 | 25 | 31 | -24% | 24% | -8.0 |
| Fail to Comply & Breaches | | 259 | 260 | 63 | 56 | -78% | -11% | -80.6 |
| OTHER CRIMINAL CODE | | 2 | 12 | 8 | 4 | 100% | -50% | 0.2 |
| TOTAL OTHER CRIMINAL CODE | | 313 | 365 | 106 | 94 | -70% | -11% | -91.6 |
| TOTAL CRIMINAL CODE | | 578 | 681 | 435 | 291 | -50% | -33% | -110.7 |



Mackenzie County - Fort Vermilion Detachment
 Crime Statistics (Actual)
 January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|--------------------------------------|-------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Drug Enforcement - Possession | | 4 | 1 | 2 | 1 | -75% | -50% | -0.8 |
| Drug Enforcement - Trafficking | | 2 | 0 | 2 | 3 | 50% | 50% | 0.5 |
| Drug Enforcement - Other | | 0 | 0 | 0 | 1 | N/A | N/A | 0.3 |
| Total Drugs | | 7 | 1 | 4 | 5 | -29% | 25% | -0.3 |
| Cannabis Enforcement | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Federal - General | | 3 | 0 | 3 | 3 | 0% | 0% | 0.3 |
| TOTAL FEDERAL | | 11 | 1 | 7 | 8 | -27% | 14% | -0.3 |
| Liquor Act | | 25 | 34 | 32 | 48 | 92% | 50% | 6.7 |
| Cannabis Act | | 0 | 2 | 1 | 1 | N/A | 0% | 0.2 |
| Mental Health Act | | 40 | 54 | 42 | 31 | -23% | -26% | -3.9 |
| Other Provincial Stats | | 103 | 106 | 143 | 101 | -2% | -29% | 3.1 |
| Total Provincial Stats | | 168 | 196 | 218 | 181 | 8% | -17% | 6.1 |
| Municipal By-laws Traffic | | 3 | 4 | 2 | 0 | -100% | -100% | -1.1 |
| Municipal By-laws | | 18 | 15 | 11 | 5 | -72% | -55% | -4.3 |
| Total Municipal | | 21 | 19 | 13 | 5 | -76% | -62% | -5.4 |
| Fatals | | 1 | 0 | 0 | 2 | 100% | N/A | 0.3 |
| Injury MVC | | 27 | 19 | 20 | 17 | -37% | -15% | -2.9 |
| Property Damage MVC (Reportable) | | 175 | 149 | 132 | 145 | -17% | 10% | -10.7 |
| Property Damage MVC (Non Reportable) | | 25 | 21 | 8 | 17 | -32% | 113% | -3.7 |
| TOTAL MVC | | 228 | 189 | 160 | 181 | -21% | 13% | -17.0 |
| Roadside Suspension - Alcohol (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Roadside Suspension - Drugs (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Provincial Traffic | | 465 | 673 | 602 | 753 | 62% | 25% | 79.3 |
| Other Traffic | | 31 | 29 | 14 | 6 | -81% | -57% | -9.0 |
| Criminal Code Traffic | | 57 | 79 | 76 | 55 | -4% | -28% | -0.9 |
| Common Police Activities | | | | | | | | |
| False Alarms | | 57 | 41 | 19 | 21 | -63% | 11% | -13.0 |
| False/Abandoned 911 Call and 911 Act | | 76 | 111 | 98 | 51 | -33% | -48% | -8.8 |
| Suspicious Person/Vehicle/Property | | 12 | 19 | 30 | 37 | 208% | 23% | 8.6 |
| Persons Reported Missing | | 13 | 11 | 13 | 5 | -62% | -62% | -2.2 |



Mackenzie County - High Level Detachment
Crime Statistics (Actual)

January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|---------------------------------------|-------|-----------|-----------|-----------|-----------|-------------------------|-------------------------|--------------------------|
| Homicides & Offences Related to Death | | 0 | 0 | 1 | 0 | N/A | -100% | 0.1 |
| Robbery | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Sexual Assaults | | 0 | 2 | 0 | 1 | N/A | N/A | 0.1 |
| Other Sexual Offences | | 0 | 0 | 0 | 1 | N/A | N/A | 0.3 |
| Assault | | 13 | 5 | 8 | 4 | -69% | -50% | -2.4 |
| Kidnapping/Hostage/Abduction | | 1 | 0 | 0 | 0 | -100% | N/A | -0.3 |
| Extortion | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Criminal Harassment | | 3 | 3 | 2 | 3 | 0% | 50% | -0.1 |
| Uttering Threats | | 6 | 4 | 2 | 4 | -33% | 100% | -0.8 |
| TOTAL PERSONS | | 24 | 14 | 13 | 13 | -46% | 0% | -3.4 |
| Break & Enter | | 3 | 4 | 4 | 1 | -67% | -75% | -0.6 |
| Theft of Motor Vehicle | | 3 | 4 | 6 | 2 | -33% | -67% | -0.1 |
| Theft Over \$5,000 | | 0 | 0 | 3 | 0 | N/A | -100% | 0.3 |
| Theft Under \$5,000 | | 3 | 8 | 3 | 0 | -100% | -100% | -1.4 |
| Possn Stn Goods | | 3 | 4 | 3 | 3 | 0% | 0% | -0.1 |
| Fraud | | 1 | 2 | 3 | 4 | 300% | 33% | 1.0 |
| Arson | | 1 | 0 | 2 | 0 | -100% | -100% | -0.1 |
| Mischief - Damage To Property | | 0 | 1 | 4 | 2 | N/A | -50% | 0.9 |
| Mischief - Other | | 11 | 9 | 6 | 5 | -55% | -17% | -2.1 |
| TOTAL PROPERTY | | 25 | 32 | 34 | 17 | -32% | -50% | -2.2 |
| Offensive Weapons | | 4 | 6 | 5 | 1 | -75% | -80% | -1.0 |
| Disturbing the peace | | 2 | 2 | 2 | 0 | -100% | -100% | -0.6 |
| Fail to Comply & Breaches | | 14 | 13 | 3 | 5 | -64% | 67% | -3.7 |
| OTHER CRIMINAL CODE | | 4 | 4 | 1 | 4 | 0% | 300% | -0.3 |
| TOTAL OTHER CRIMINAL CODE | | 24 | 25 | 11 | 10 | -58% | -9% | -5.6 |
| TOTAL CRIMINAL CODE | | 73 | 71 | 58 | 40 | -45% | -31% | -11.2 |



Mackenzie County - High Level Detachment
 Crime Statistics (Actual)
 January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

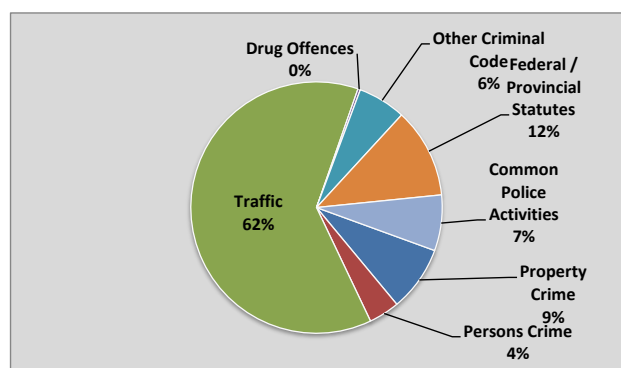
January-11-22

| CATEGORY | Trend | 2018 | 2019 | 2020 | 2021 | % Change 2018 - 2021 | % Change 2020 - 2021 | Avg File +/- per Year |
|--------------------------------------|-------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Drug Enforcement - Possession | | 9 | 1 | 0 | 1 | -89% | N/A | -2.5 |
| Drug Enforcement - Trafficking | | 1 | 3 | 1 | 0 | -100% | -100% | -0.5 |
| Drug Enforcement - Other | | 0 | 0 | 1 | 0 | N/A | -100% | 0.1 |
| Total Drugs | | 10 | 4 | 2 | 1 | -90% | -50% | -2.9 |
| Cannabis Enforcement | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Federal - General | | 3 | 1 | 3 | 0 | -100% | -100% | -0.7 |
| TOTAL FEDERAL | | 13 | 5 | 5 | 1 | -92% | -80% | -3.6 |
| Liquor Act | | 46 | 22 | 11 | 20 | -57% | 82% | -8.9 |
| Cannabis Act | | 0 | 2 | 0 | 2 | N/A | N/A | 0.4 |
| Mental Health Act | | 5 | 5 | 6 | 7 | 40% | 17% | 0.7 |
| Other Provincial Stats | | 11 | 9 | 6 | 11 | 0% | 83% | -0.3 |
| Total Provincial Stats | | 62 | 38 | 23 | 40 | -35% | 74% | -8.1 |
| Municipal By-laws Traffic | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Municipal By-laws | | 2 | 0 | 0 | 1 | -50% | N/A | -0.3 |
| Total Municipal | | 2 | 0 | 0 | 1 | -50% | N/A | -0.3 |
| Fatals | | 1 | 1 | 0 | 2 | 100% | N/A | 0.2 |
| Injury MVC | | 10 | 1 | 7 | 2 | -80% | -71% | -1.8 |
| Property Damage MVC (Reportable) | | 48 | 60 | 57 | 52 | 8% | -9% | 0.9 |
| Property Damage MVC (Non Reportable) | | 14 | 16 | 20 | 9 | -36% | -55% | -1.1 |
| TOTAL MVC | | 73 | 78 | 84 | 65 | -11% | -23% | -1.8 |
| Roadside Suspension - Alcohol (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Roadside Suspension - Drugs (Prov) | | 0 | 0 | 0 | 0 | N/A | N/A | 0.0 |
| Total Provincial Traffic | | 668 | 530 | 417 | 315 | -53% | -24% | -117.2 |
| Other Traffic | | 1 | 2 | 0 | 2 | 100% | N/A | 0.1 |
| Criminal Code Traffic | | 50 | 43 | 39 | 31 | -38% | -21% | -6.1 |
| Common Police Activities | | | | | | | | |
| False Alarms | | 10 | 5 | 3 | 5 | -50% | 67% | -1.7 |
| False/Abandoned 911 Call and 911 Act | | 21 | 6 | 8 | 11 | -48% | 38% | -2.8 |
| Suspicious Person/Vehicle/Property | | 9 | 11 | 23 | 15 | 67% | -35% | 3.0 |
| Persons Reported Missing | | 3 | 4 | 4 | 2 | -33% | -50% | -0.3 |

Mackenzie County - Fort Vermilion Detachment

Crime Data - January to December 2021

| | | | | | |
|-----------------------------|---------------------------------------|--------------|-------------------------------|------------------------------------|------------|
| Property Crime | Break & Enter | 11 | Federal / Provincial Statutes | Liquor Act | 48 |
| | Theft of Motor Vehicle | 10 | | Cannabis Act & Enforcement | 1 |
| | Theft Over \$5,000 | 1 | | Mental Health Act | 31 |
| | Theft Under \$5,000 | 11 | | Coroner's Act - Sudden Death | 8 |
| | Possn Stn Goods | 5 | | Child Welfare Act | 0 |
| | Fraud | 12 | | Other Provincial Statute | 93 |
| | Arson | 5 | | Other Federal Statute | 3 |
| | Mischief To Property | 79 | | Total | 184 |
| | Total | 134 | | | |
| Persons Crime | Assault | 38 | Common Police Activities | False Alarms | 21 |
| | Robbery/Extortion/Harassment/Threats | 17 | | False/Abandoned 911 Call | 51 |
| | Sexual Offences | 4 | | Abandoned Vehicles | 0 |
| | Kidnapping/Hostage/Abduction | 2 | | Persons Reported Missing | 5 |
| | Homicides & Offences Related to Death | 2 | | Request to Locate | 0 |
| | Total | 63 | | Suspicious Person/Vehicle/Property | 37 |
| | | Total | 114 | | |
| Traffic | Motor Vehicle Collisions | 180 | | | |
| | Impaired Related Offences | 46 | | | |
| | Provincial Traffic Offences | 752 | | | |
| | Other Traffic Related Offences | 15 | | | |
| | Total | 993 | | | |
| Drug Offences | Drug Enforcement - Production | 0 | | | |
| | Drug Enforcement - Possession | 1 | | | |
| | Drug Enforcement - Trafficking | 3 | | | |
| | Drug Enforcement - Other | 1 | | | |
| | Total | 5 | | | |
| Other Criminal Code Offence | Breach of Peace | 4 | | | |
| | Disturbing the Peace | 31 | | | |
| | Fail to Comply & Breaches | 56 | | | |
| | Offensive Weapons | 3 | | | |
| | Other Offence | 4 | | | |
| | Total | 98 | | | |



Mackenzie County - Fort Vermilion Detachment

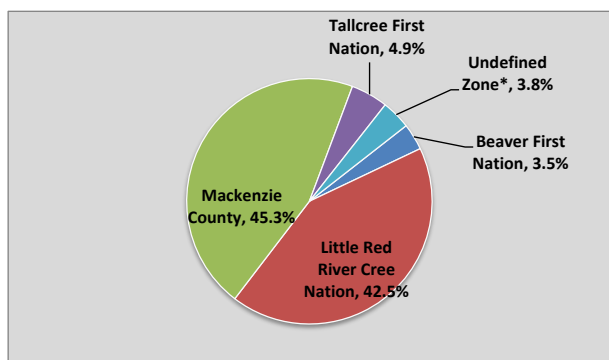
Crime Data - January to December 2021

| CATEGORY | Reported | Actual | ClrChg | ClrOth | Total Clr | % Clr |
|---------------------------------------|------------|-----------------------------|------------|------------|------------|---------------|
| Homicides & Offences Related to Death | 2 | 2 | 2 | 0 | 2 | 100.0% |
| Robbery | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Sexual Assaults | 2 | 1 | 0 | 1 | 1 | 100.0% |
| Other Sexual Offences | 3 | 3 | 0 | 1 | 1 | 33.3% |
| Assault | 46 | 38 | 18 | 8 | 26 | 68.4% |
| Kidnapping/Hostage/Abduction | 2 | 2 | 0 | 0 | 0 | 0.0% |
| Extortion | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Criminal Harassment | 13 | 8 | 2 | 1 | 3 | 37.5% |
| Uttering Threats | 13 | 8 | 2 | 3 | 5 | 62.5% |
| TOTAL PERSONS | 82 | 63 | 25 | 14 | 39 | 61.9% |
| Break & Enter | 13 | 11 | 3 | 1 | 4 | 36.4% |
| Theft of Motor Vehicle | 12 | 10 | 0 | 0 | 0 | 0.0% |
| Theft Over \$5,000 | 2 | 1 | 0 | 0 | 0 | 0.0% |
| Theft Under \$5,000 | 14 | 11 | 0 | 3 | 3 | 27.3% |
| Possn Stn Goods | 5 | 5 | 2 | 0 | 2 | 40.0% |
| Fraud | 16 | 12 | 1 | 2 | 3 | 25.0% |
| Arson | 5 | 5 | 0 | 0 | 0 | 0.0% |
| Mischief - Damage To Property | 27 | 24 | 3 | 6 | 9 | 37.5% |
| Mischief - Other | 59 | 55 | 2 | 25 | 27 | 49.1% |
| TOTAL PROPERTY | 153 | 134 | 11 | 37 | 48 | 35.8% |
| Offensive Weapons | 5 | 3 | 2 | 0 | 2 | 66.7% |
| Disturbing the Peace | 32 | 31 | 2 | 14 | 16 | 51.6% |
| Fail to Comply & Breaches | 58 | 56 | 55 | 1 | 56 | 100.0% |
| OTHER CRIMINAL CODE | 6 | 4 | 2 | 1 | 3 | 75.0% |
| TOTAL OTHER CRIMINAL CODE | 101 | 94 | 61 | 16 | 77 | 81.9% |
| TOTAL CRIMINAL CODE | 336 | 291 | 97 | 67 | 164 | 56.4% |
| Drug Enforcement - Production | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Possession | 1 | 1 | 0 | 1 | 1 | 100.0% |
| Drug Enforcement - Trafficking | 3 | 3 | 0 | 0 | 0 | 0.0% |
| Drug Enforcement - Other | 1 | 1 | 0 | 0 | 0 | 0.0% |
| Total Drugs | 5 | 5 | 0 | 1 | 1 | 20.0% |
| Cannabis Enforcement | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Federal - General | 4 | 3 | 1 | 0 | 1 | 33.3% |
| TOTAL FEDERAL | 9 | 8 | 1 | 1 | 2 | 25.0% |
| Liquor Act | 48 | 48 | 33 | 11 | 44 | 91.7% |
| Cannabis Act | 1 | 1 | 1 | 0 | 1 | 100.0% |
| Mental Health Act | 31 | 31 | 0 | 2 | 2 | 6.5% |
| Other Provincial Stats | 102 | 101 | 27 | 9 | 36 | 35.6% |
| Total Provincial Stats | 182 | 181 | 61 | 22 | 83 | 45.9% |
| Municipal By-laws Traffic | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Municipal By-laws | 5 | 5 | 0 | 0 | 0 | 0.0% |
| Total Municipal | 5 | 5 | 0 | 0 | 0 | 0.0% |
| Fatals | 2 | 2 | 1 | 0 | 1 | 50.0% |
| Injury MVAS | 17 | 17 | 5 | 0 | 5 | 29.4% |
| Property Damage MVAS (Reportable) | 144 | 144 | 9 | 3 | 12 | 8.3% |
| Property Damage MVAS (Non Reportable) | 17 | 17 | 0 | 0 | 0 | 0.0% |
| TOTAL MVAS | 180 | 180 | 15 | 3 | 18 | 10.0% |
| Roadside Suspension - Alcohol (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Roadside Suspension - Drugs (Prov) | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Total Provincial Traffic | 754 | 752 | 381 | 290 | 671 | 89.2% |
| Other Traffic | 6 | 6 | 5 | 1 | 6 | 100.0% |
| Criminal Code Traffic | 55 | 55 | 16 | 15 | 31 | 56.4% |
| Common Police Activities | | | | | | |
| False Alarms | 21 | Suspicious Person/Vehicle | | 37 | | |
| False/Abandoned 911 Call and 911 Act | 51 | VSU Accepted | | 0 | | |
| Persons Reported Missing | 5 | VSU Declined | | 0 | | |
| Request to Locate | 0 | VSU Offered - Not Available | | 0 | | |
| Abandoned Vehicles | 0 | VSU Proactive Referral | | 0 | | |

Stakeholder Breakdowns as % of Total - Fort Vermilion Detachment Crime Data - January to December 2021

| | | | | | |
|-----------------------------|------------------------------|-------|-------------------------------|------------------------------|-------|
| Property Crime | Beaver First Nation | 3.6% | Federal / Provincial Statutes | Beaver First Nation | 4.5% |
| | Little Red River Cree Nation | 63.5% | | Little Red River Cree Nation | 53.9% |
| | Mackenzie County | 22.9% | | Mackenzie County | 33.2% |
| | Tallcree First Nation | 6.8% | | Tallcree First Nation | 3.6% |
| | Undefined Zone* | 3.2% | | Undefined Zone* | 4.9% |
| Persons Crime | Beaver First Nation | 3.5% | Common Police Activities | Beaver First Nation | 1.7% |
| | Little Red River Cree Nation | 73.6% | | Little Red River Cree Nation | 34.5% |
| | Mackenzie County | 13.1% | | Mackenzie County | 48.5% |
| | Tallcree First Nation | 7.7% | | Tallcree First Nation | 6.8% |
| | Undefined Zone* | 2.1% | | Undefined Zone* | 8.5% |
| Traffic | Beaver First Nation | 2.7% | TOTALS | Beaver First Nation | 3.5% |
| | Little Red River Cree Nation | 17.0% | | Little Red River Cree Nation | 42.5% |
| | Mackenzie County | 73.6% | | Mackenzie County | 45.3% |
| | Tallcree First Nation | 2.1% | | Tallcree First Nation | 4.9% |
| | Undefined Zone* | 4.4% | | Undefined Zone* | 3.8% |
| Drug Offences | Beaver First Nation | 36.4% | | | |
| | Little Red River Cree Nation | 9.1% | | | |
| | Mackenzie County | 45.5% | | | |
| | Tallcree First Nation | 9.1% | | | |
| | Undefined Zone* | 0.0% | | | |
| Other Criminal Code Offence | Beaver First Nation | 4.6% | | | |
| | Little Red River Cree Nation | 63.1% | | | |
| | Mackenzie County | 22.6% | | | |
| | Tallcree First Nation | 6.2% | | | |
| | Undefined Zone* | 0.0% | | | |

*Denotes where no zone or an incorrect zone was entered in PROS.





Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|--|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Don Roberts, Director of Community Services |
| Title: | Public Land Sales |

BACKGROUND / PROPOSAL:

On January 18th AEP and Administration held a discussion/meeting regarding all of the Public Land Sale applications the County currently have on the books to gain a better understanding about the County’s immediate needs/priorities and what AEP requires from the County in order to move forward with the Public Land Sales (PLS).

The following PLS applications were discussed.

| Disposition | Land | Size | General Description |
|--------------------|---|-------------|---|
| PLS140031 | Sec 13, SE 24 -109-20-W5 | 800ac | South of High Level. FNC started but is still incomplete. |
| PLS170002 | PT NW19,NE30, S1/2 31 1120-20-W5 | 267.37ac | Lands south of Hutch Lake over REC090007 and REC100003. |
| PLS180022 | Pt. E1/2 17-106-15-W5 | 72.82ac | Lake Tourangeau (REC820035). |
| PLS180027 | SE18, N1/2 18, SW19 all in 117-04-W6; SW13, N1/2 13 and SE24 in 117-05-W6 | 939.34ac | Zama. |
| PLS190005 | Pt. 31,32 in 112-20-W5 | 395.13ac | Land between Hwy 35/Hutch Lake. |

Lennea Oseen, Sr. Manager, Sales & Financial Management – AEP, informed Administration the steps they follow to complete all direct sales. (See attachment) She stated that it is AEPs intention to have all sales completed in a two (2) year period and suggested that if the proponent didn’t follow through with their commitments within the time frame, the PLS could/would be cancelled.

Author: _____ **Reviewed by:** _____ **CAO:** _____

Summary of Application Process

- Application is submitted.
- FNC is conducted.
- Review and decision. Approval/Denied
- Land assessment is completed to determine market value.
- Survey is conducted.
- Contract, Payment, Land transfer.

AEP requested the following information.

1. An updated list of all Public Land Sales Mackenzie County are committed to purchasing. Would there be any properties currently on the list that Mackenzie County would consider removing at this time?
2. What are the priorities of purchase? What PLS would be considered higher on the list for purchase?

OPTIONS & BENEFITS:

The Committee of the Whole has the following procedural options:

1. Receive the presentation for information.
2. Refer to administration for further review.
3. Make a recommendation to Council for further action.

COSTS & SOURCE OF FUNDING:

Market Value

Administration requested estimated Market value costs from the County Tax Assessor. These are **rough** estimates.

Administration requested rough estimates for survey costs from a survey company.

| Disposition | Size | General Description | Estimated Value | Survey Cost | Total |
|--------------------|-------------|---------------------------------|------------------------|--------------------|--------------|
| PLS140031 | 800ac | South of High Level. | \$950,000 | | |
| PLS170002 | 267.37ac | Lands south of Hutch Lake | \$220,000 | | |
| PLS180022 | 72.82ac | Lake Tourangeau | \$340,000 | | |
| PLS180027 | 939.34ac | Zama. | \$100,000 | | |
| PLS190005 | 395.13ac | Land between Hwy 35/Hutch Lake. | \$285,000 | | |

Author: D. Roberts Reviewed by: _____ CAO: _____

SUSTAINABILITY PLAN:

Goal N1

County-owned and private lands are responsibly developed in a manner that balances economic and environmental interests.

COMMUNICATION / PUBLIC PARTICIPATION:

None at this time

POLICY REFERENCES:

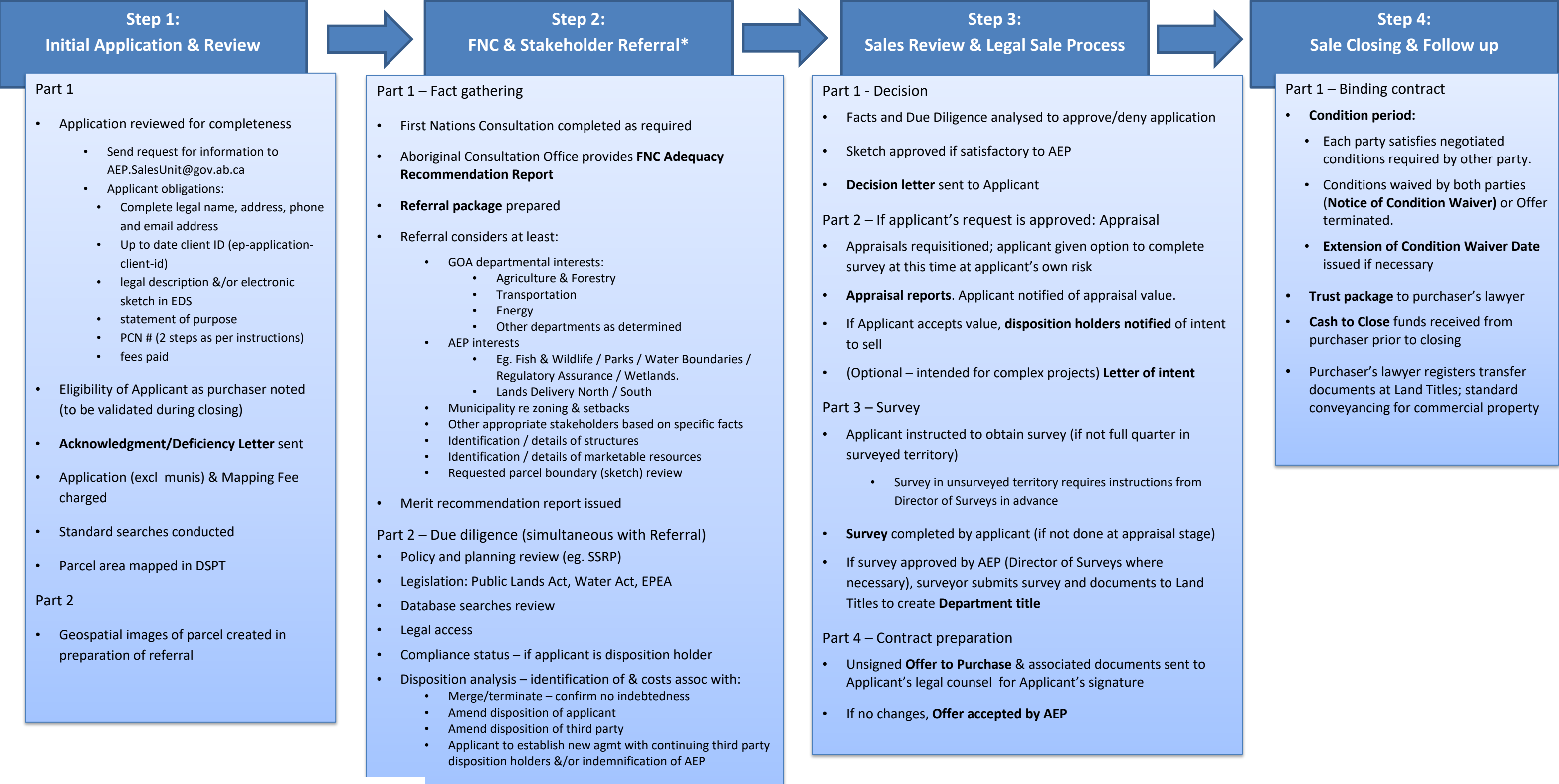
RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For discussion.

Author: D. Roberts Reviewed by: _____ CAO: _____

Process: PLS Direct Sale



* Step 2 is a data gathering phase. No decisions are made, and the evidence gathered is analysed in Step 3. Step 3 cannot begin until Step 2 is complete, including the FNC.

Step 3: Sales Unit Review & Legal Sale Process Timeline

Step 1 & Step 2 must be completed before Step 3 begins (Estimated time for Steps 1 & 2 is 6-12 months)

| Step 3 [^] | Time to Complete |
|---|--|
| SDM reviews Merit Recommendation, Due Diligence and completes analysis to Approve/Close application | 2-3 weeks after submission of Merit Rationale Form & completion of Due Diligence |
| Decision letter sent | 1 week |
| If approved, appraisal requested | 12 weeks* |
| Survey reviewed by DOS and approved | 8 weeks* |
| NICOT prepared and sent to surveyor | 1 week |
| Survey registered & Title Created | 6-10 weeks* |
| Dispositions that will continue to exist on the land are registered/ All other dispositions are cancelled/amended | 10 weeks |
| Offer to Purchase/Sell sent to Applicant for acceptance | 2 weeks |

Step 3 total timeline: 42-47 weeks

[^] Please note that with the exception of the survey and appraisal which can occur at the same time, the preceding action must be complete before the next can begin.

*These steps are out of PLDMS' control and are estimated times; actual could be longer

Step 4 cannot begin until Step 3 complete (Estimated time for Step 4 is 6 weeks after condition waiver date excluding Land Titles delays)

All timelines are subject to volume and Land Titles Office delays.

Applications/amendments using the Plan Submission Option

The following steps assume that the applicant has a “Client ID” issued by Alberta Energy and a PLS or LRR file number (“Department File Number”) issued by Public Lands Disposition Management Section.

1. Apply for EDS and PCS accounts

When requesting an Electronic Disposition System (EDS) and a Plan Confirmation Service account, allow approximately 7 working days for approval. To request an account, navigate to <https://www.alberta.ca/alberta-environment-and-parks-land-forms.aspx>. Under the ‘User IDs & Client IDs for access to Industry Online Services’ section, fill out ‘User ID Request Form-EDS-LAT-PCS-IWCP-FireWeb-PHAP’. Submit the completed request form via email to aep.accountmgt@gov.ab.ca. Request access for both EDS and PCS.

2. Sketch and Digital submission creation

Prepare sketch as per the *Survey/Sketch Plan Content Requirements* located under the Survey/Sketch Plan Content Requirements dropdown, which is located at <https://open.alberta.ca/publications/content-requirements-for-survey-plans-and-sketches>. To prepare the digital submission, refer to ‘Plan Confirmation Service plan submission: user guide’ at <https://open.alberta.ca/publications/plan-confirmation-service-plan-submission-user-guide>.

3. Confirmation package creation

Log into SecureXNET for PCS at https://securexnet.env.gov.ab.ca/pcs_login.html and generate the confirmation package. Extract the enc file from the confirmation package. The enc file and the plan confirmation number (PCN) are needed later during the EDS submission.

4. Plan Submission

Log into EDS https://securexnet.env.gov.ab.ca/eds_login.html and use the following steps to connect the Department File Number received previously from AEP and the PCN to the enc file.

- a. Choose Plan Submission Package from the Application Submissions drop down,
- b. Enter the Department File Number (aka Activity Number),
- c. Enter the PCN of the Plan Submission Package,
- d. Choose submission type: Application or Amendment,
- e. Click Next,
- f. Browse for the enc file previously extracted from the confirmation package,
- g. Click Next - the system should let you know if it has been successfully delivered.

5. Application Submission

- a. Add the PCN (along with the Client ID and the Department File Number) to the *Application* form under *Purchasing public land* located at <https://www.alberta.ca/alberta-environment-and-parks-land-forms.aspx>.
- b. Submit the completed application to: AEP.SalesUnit@gov.ab.ca.

For a more detailed explanation using the Plan Submission option, please see the *EDS-Plan Submission Package User Guide* located at <https://www.alberta.ca/electronic-disposition-system-overview.aspx>

Process completed

PLS140031 Mackenzie County



Legend

Provisional Dispositions

Active

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Pending

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Provisional History

-

Disposition Application and Amendment

- Agriculture Disposition
- Commercial Disposition
- Industrial Disposition
- Reservation Disposition
- Conflict Disposition

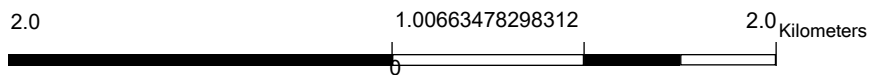
Hydrography Features

- Lakes, Rivers, Water bodies

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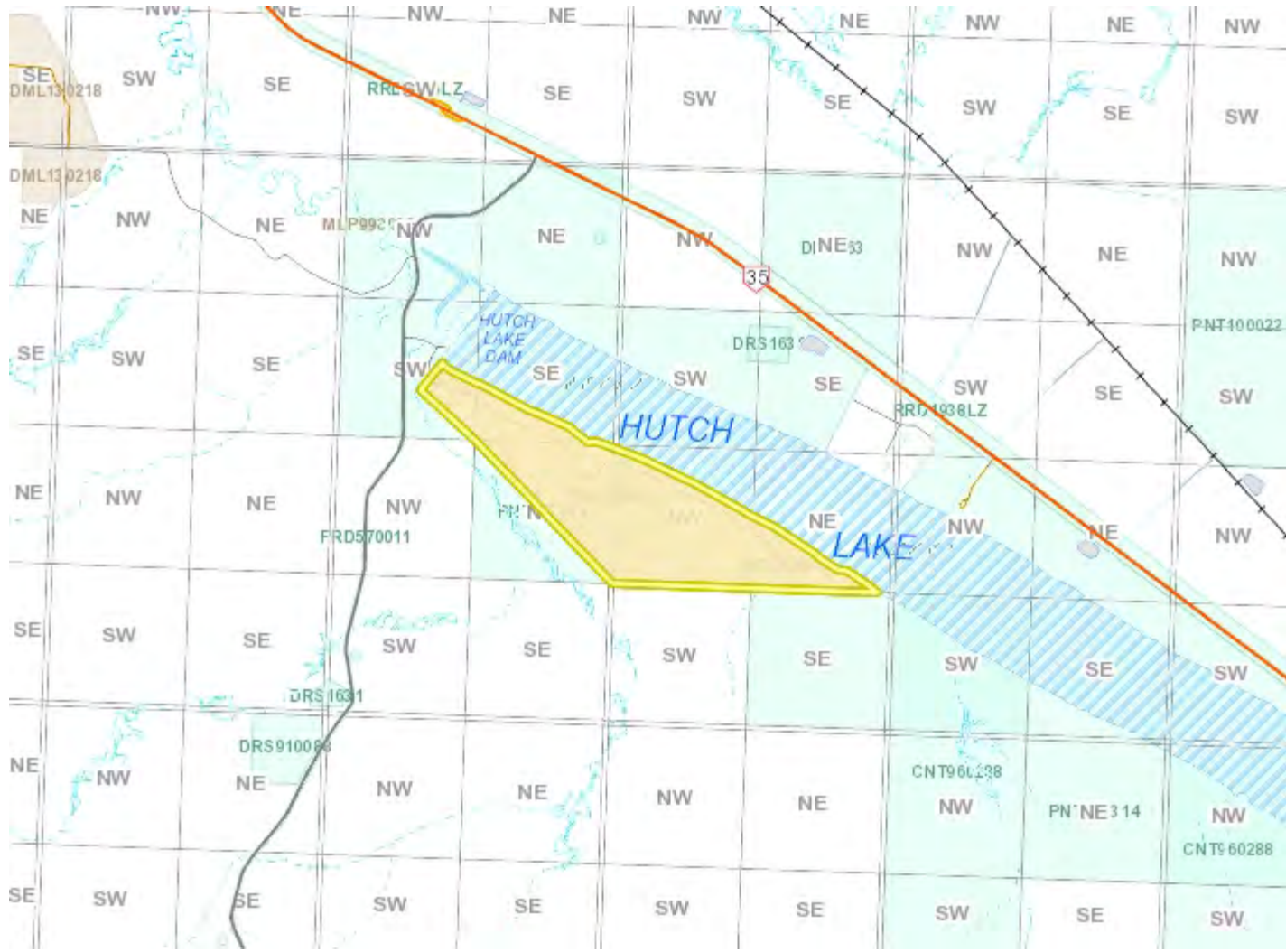
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Map Scale: 1: 39,631



PLS170002 Mackenzie County



Legend

Provisional Dispositions

Active

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Pending

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Provisional History

-

Disposition Application and Amendment

- Agriculture Disposition
- Commercial Disposition
- Industrial Disposition
- Reservation Disposition
- Conflict Disposition

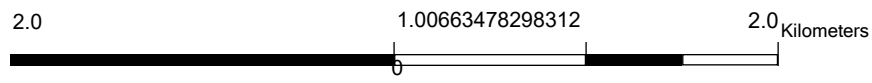
Hydrography Features

- Lakes, Rivers, Water bodies

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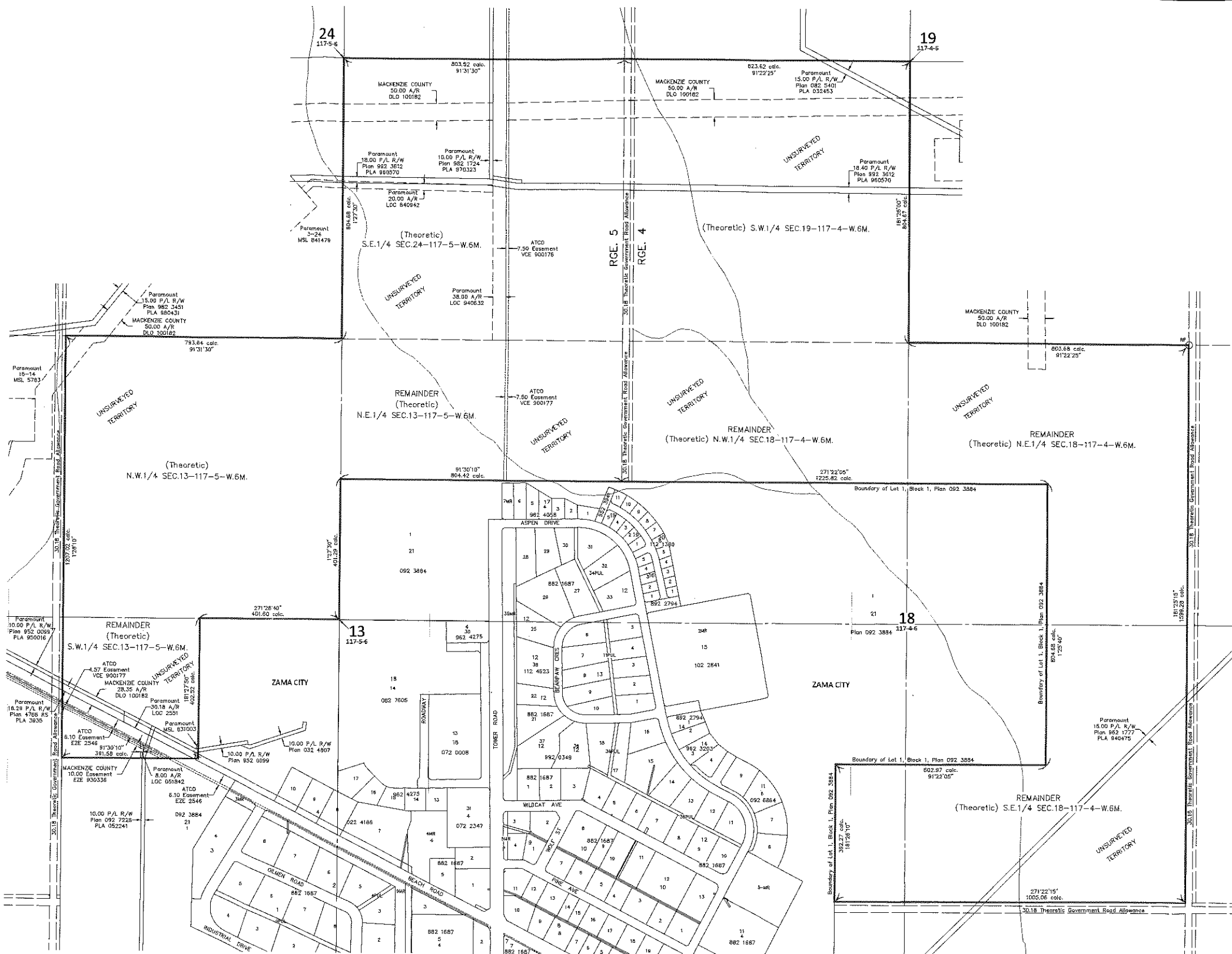
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Tuesday, January 18, 2022 17:25:33 -07:00




 Map Scale: 1: 39,631





MACKENZIE COUNTY

SKETCH PLAN SHOWING

(PLS _____)

LOCATED WITHIN

THEORETICAL SEC. 18 & S.W. 1/4 SEC. 19,
TWP.117, RGE. 4, W.6M

THEORETICAL N.1/2 & S.W.1/4 SEC. 13,
THEORETICAL S.E. 1/4 SEC. 24,
TWP.117, RGE. 5, W.6M.

AND THROUGH ADJOINING THEORETICAL
ROAD ALLOWANCES

MACKENZIE COUNTY, ALBERTA
2018

SCALE 1:5000

GEO-REFERENCE:

Bearings are Grid and are deduced from Global Navigation Satellite System (GNSS) ties based on North American Datum, 1983 (Original) using E' Transverse Mercator projection. Reference Meridian is 117° West Longitude. Combined Factor is 0.999648. Reference Point (RP) is the A.T.S. 4.1 location of N.E. corner of Sec.18, Twp.117, Rge.4, W.6M. (N:6559998.04m, E:406375.40m)

LEGEND:

The geo-referenced point is shown thus: RP

Areas dealt with by this plan are shown bounded thus:

Hydrography derived from 1:20,000 government mapping shown thus:

The following abbreviations may appear on this Plan:

GNSS denotes Global Navigation Satellite System.
 ha' denotes Hectare(s).
 Rge. denotes Range.
 RP denotes Reference Point.
 Sec. denotes Section.
 Twp. denotes Township.
 W.6M. denotes West of 6th Meridian.

Based on L.S.A.S., search dated March 28, 2018.

AREAS:

TWP.117 RGE. 4 W.6M.

| Description | Existing Cut | New Cut | Total |
|-------------|-----------------------|-------------------------|-------------------------|
| PLS | 24,020 ha (59.35 Ac.) | 178,519 ha (443.99 Ac.) | 202,539 ha (502.94 Ac.) |

TWP.117 RGE. 5 W.6M.

| Description | Existing Cut | New Cut | Total |
|-------------|-----------------------|-------------------------|-------------------------|
| PLS | 27,433 ha (67.84 Ac.) | 148,158 ha (368.56 Ac.) | 175,591 ha (436.40 Ac.) |

OTHER SURFACE IMPACT CONSIDERATIONS:

- FMA 0200040 Fostner Forest Products Ltd., Tolko Industries Ltd. (All)
- TPA 85 Roger Martel (L.S. 13&14 and N.E.1/4 Sec. 18, S.W. 1/4 Sec. 19-117-4-W.6M, N.1/2 & S.W. 1/4 Sec. 13 S.E. 1/4 Sec. 24-117-5-W.6M.)
- CNT 080013 Dept. of SRD High Level Office (All)
- TFA 182027 Mackenzie County (Sec. 18-117-4-W.6M.)

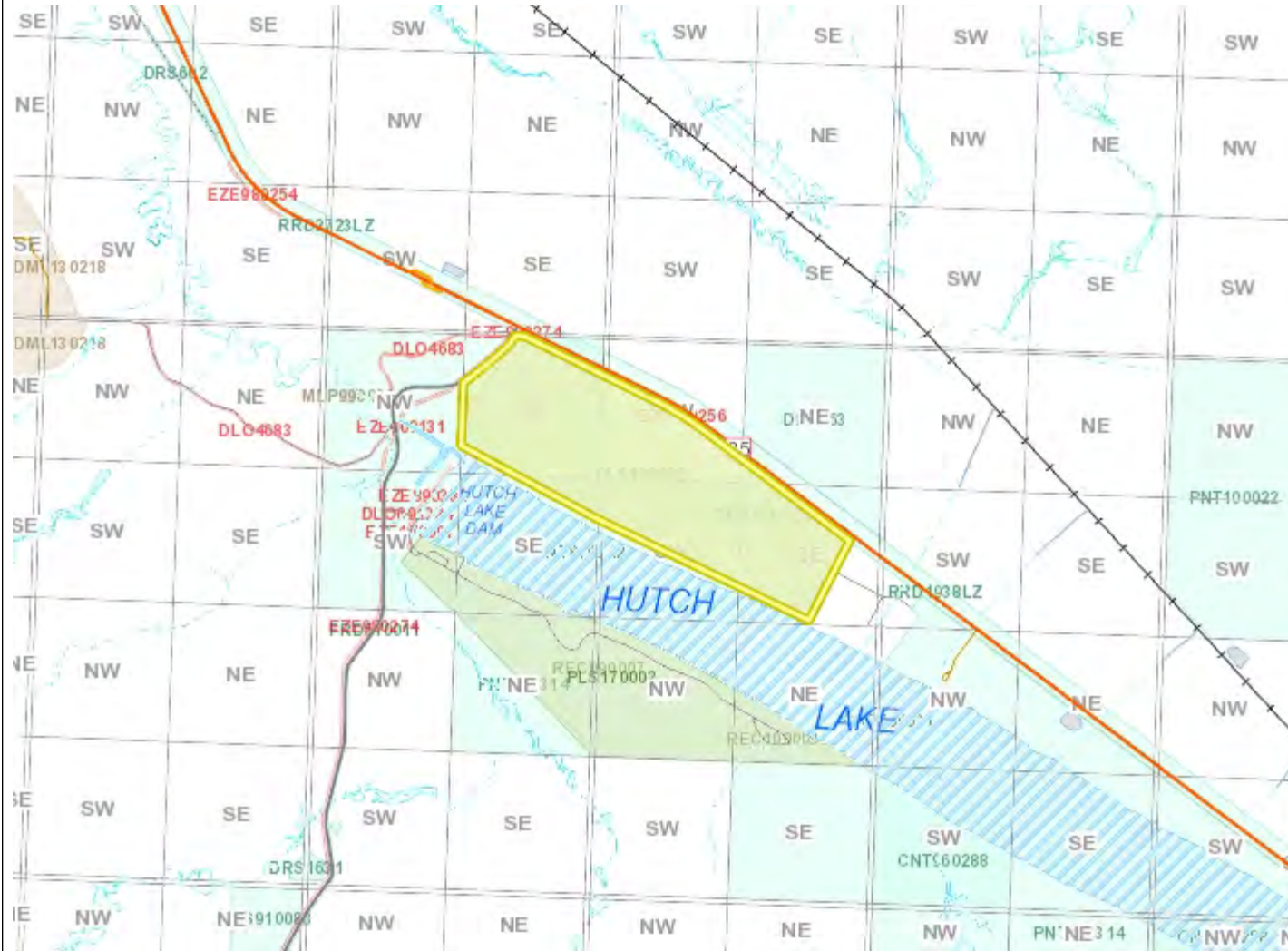
AutoCAD Dwg File: 180025.dwg

BORDERLINE SURVEYS

11028 - 102nd Ave. Box 2661
 Fairview, AB Phone: 780-330-9939
 www.borderlinesurveys.com

Date: April 11th, 2017
 Surveyed By: JC
 Drawn By: MAM
 Checked: JC
 Job No.: 180025

PLS190005 Mackenzie County



Legend

Provisional Dispositions

Active

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Pending

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Provisional History

-

Disposition Application and Amendment

- Agriculture Disposition
- Commercial Disposition
- Industrial Disposition
- Reservation Disposition
- Conflict Disposition

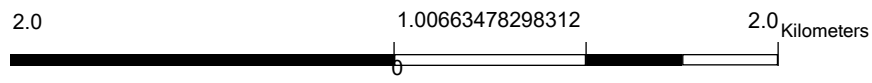
Hydrography Features

- Lakes, Rivers, Water bodies

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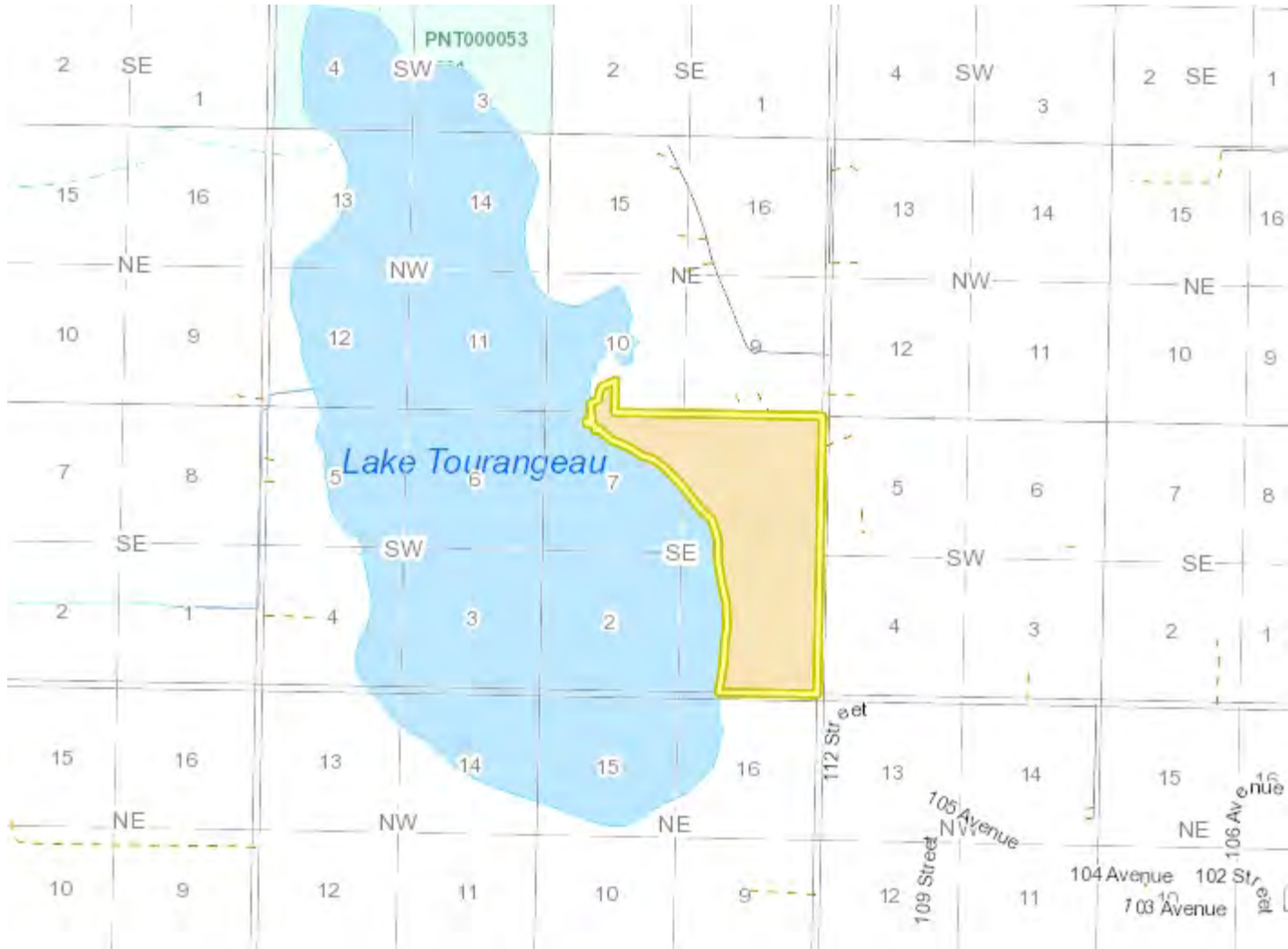
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 Map Scale: 1: 39,631



REC820035 Mackenzie County



Legend

Provisional Dispositions

Active

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Pending

- CNC, CNT, CUP, DRS, FDL, FGA, FGL, GRL, GRP, GRR, HRS, PNT, RDS
- EZE, ISP, LOC, MLL, MLP, MSL, PIL, PLA, PLS, REA, REC, ROE, SMC, SME, SML, VCE

Provisional History

-

Disposition Application and Amendment

- Agriculture Disposition
- Commercial Disposition
- Industrial Disposition
- Reservation Disposition
- Conflict Disposition

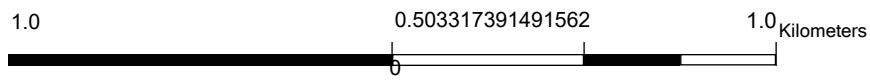
Hydrography Features

- Lakes, Rivers, Water bodies

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Tuesday, January 18, 2022 17:47:25 -07:00



Map Scale: 1: 19,816





Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|--|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Jennifer Batt, Director of Finance |
| Title: | Cheque Registers – October 9, 2021 – January 21, 2022 Electronic Funds Transfers October – December, 2021 |

BACKGROUND / PROPOSAL:

At the request of Council cheque registers are to be viewed by Council during Committee of the Whole meetings.

All invoices are authorized by Managers, Directors, and or the CAO in accordance with the Purchasing Policy. Cheques are released on a weekly or bi-weekly basis unless otherwise required for operational needs. Copies of the October 9, 2021 – January 21, 2022 cheque registers, and Electronic Funds Transfers for October 1 - December 30, 2021 will be available on meeting day.

OPTIONS & BENEFITS:

Administration will continue to present all new cheque registers at each Committee of the Whole meeting.

COSTS & SOURCE OF FUNDING:

2021/2022 Budget.

SUSTAINABILITY PLAN:

N/A

Author: J.Batt **Reviewed by:** _____ **CAO:** _____

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

Policy FIN025 Purchasing Authority Directive and Tendering Process

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the cheque registers from October 9, 2021-January 21, 2022, and Electronic Funds Transfers for October 1 - December 30, 2021 be received for information.

Author: J.Batt Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|---|
| Meeting: | Committee of the Whole |
| Meeting Date: | February 1, 2022 |
| Presented By: | Jennifer Batt, Director of Finance |
| Title: | MasterCard Statements – July - December 2021 |

BACKGROUND / PROPOSAL:

Mastercard statements are reviewed by Council at the Committee of the Whole Meetings.

A copy of the July – December 2021 MasterCard statements will be made available at the meeting.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

2021 Operating Budget.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: J.Batt **Reviewed by:** _____ **CAO:** _____

POLICY REFERENCES:

Policy FIN028 Credit Card Use

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the MasterCard statements for July - December 2021 be received for information.

Author: J.Batt Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|--|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Jeff Simpson, Director of Operations |
| Title: | RFP – Buttertown Road (Fort Vermilion Flood Recovery) |

BACKGROUND / PROPOSAL:

As part of the 2020 Flood Mitigation Program, administration designed and awarded part one of the North Buttertown Road Project. Design and clearing were completed in 2021, with road construction to commence in 2022. This road will provide access to the northern portion of the Buttertown residential lots as a portion of the overall mitigation project.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Council receive the information as presented, and administration be directed to commence advertising with any applicable changes.

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters

Range Road 132 (520m)
and
Township Road 1085A (850M)

Buttertown Road

Request for Proposals for
Mackenzie County

2022-02-01

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:
BUTTERTOWN ROAD (the “Work”)**

1.0 INTRODUCTION

1.1 Purpose of RFP

- 1.1.1 **Mackenzie County** (the “County”) seeks innovative proposals from interested parties for the following:

UPGRADES (“the Work”).

Proposals are to include a list of certifications, experience on similar projects and a general description as to how the Proponent will handle the County’s needs. It is the Proponent’s responsibility to identify any inability to meet the requirements specified by the County in this RFP

- 1.1.2 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in a sealed envelope marked “Request for Proposal – **BUTTERTOWN ROAD** (the “Proposals”) on or before **4:30:00 p.m.** (Mountain Standard Time) on **March 18, 2022**(the “RFP Closing Time”) to:

**Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, Alberta
T0H 1N0
Attention: CAO or Designate**

No faxed or electronically submitted Proposals will be accepted by the County”.

Additionally, Proponents are required to use a two-envelope submission, as follows:

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – BUTTERTOWN ROAD
 ENVELOPE #1 MANDATORY SUBMISSION REQUIREMENTS**

| | |
|---|--------------------------|
| Business License with Mackenzie County | <input type="checkbox"/> |
| WCB Clearance Letter / number | <input type="checkbox"/> |
| SECOR/COR Certificate | <input type="checkbox"/> |
| Bid Bond, Certified Cheque or Bank Draft | <input type="checkbox"/> |
| Certificate of Insurance | <input type="checkbox"/> |

By 4:30:00 p.m. on:
 March 18, 2022

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – BUTTERTOWN ROAD
 ENVELOPE #2 PROPOSAL REQUIREMENTS**

| | |
|-----------------------------------|--------------------------|
| Schedule "B" Pricing Forms | <input type="checkbox"/> |
| Schedule "C" Experience | <input type="checkbox"/> |

By 4:30:00 p.m. on:
 March 18, 2022

Bidders that do not submit the required documents in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes should be placed inside a larger envelope CLEARLY MARKED 'Request for Proposal – BUTTERTOWN ROAD' and mailed/couriered.

- 1.2.2 Proposals will be opened at the Regular Council Meeting on March 23, 2022. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the County without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:
- Jeff Simpson, jsimpson@mackenziecounty.com**
- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be emailed to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the County will be responded to after **Tuesday, March 18, 2022.**

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the County.

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.3.4 **Contract**

Should this RFP be accepted, the undersigned agrees to enter into a formal Contract with Mackenzie County **Schedule "D"**, for the faithful performance of the works covered by this RFP, in accordance with the said conditions, specifications and provisions and complete the majority of the works on or before, **July 1, 2022**.

1.3.5 **Payment**

By signing the Contract, the undersigned shall invoice the County by progress or at the completion of the project(s), less 10% holdback.

Invoice(s) should be specific including locations, dates worked, equipment, personnel, project number, and Purchase Order number.

No project shall be deemed complete until final inspection by County representative.

1.4 **Discretion of County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;

- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents to review the General Specifications attached hereto as Schedule "A".

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall be referred to specifically by referencing projects as they are named in **Schedule "A"**. Projects are not necessarily similar in scope, required equipment, materials, and /or construction.
- 3.1.2 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.3 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.4 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.5 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.6 Prices for the Work shall be inserted by the Proponent in the form attached hereto as **Schedule "B"** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.7 Experience shall be referred to specifically by referencing applicable projects and contracts as they are named in **Schedule "C"**.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule "B"**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;

- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Copy of a valid Business License with Mackenzie County;
- 4.1.2 Proof of Workers' Compensation (WCB) account in good standing at the time of Proposal submission;
- 4.1.3 A copy of a valid and subsisting Certificate of Recognition (COR) issued by the Alberta Construction Safety Association; and
- 4.1.4 A Bid Bond, Certified Cheque or Bank Draft in the amount of **10%** of the Proposal price.

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least Two Million Dollars **(\$2,000,000)** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least Two Million Dollars (\$2,000,000) inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 4.2.2.1 non-owned automobiles;
 - 4.2.2.2 independent subcontractors;

- 4.2.2.3 contractual liability including this Agreement;
 - 4.2.2.4 broad form property damage endorsement;
 - 4.2.2.5 environmental liability; and
 - 4.2.2.6 products and completed operations coverage.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than Two Million Dollars (\$2,000,000) any one occurrence;
 - 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.
 - 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
 - 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than Two Million Dollars (\$2,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
 - 4.2.7 such other insurance as the County may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 **Evaluation**

- 4.3.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 4.3.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby

entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criterion are as follows:

| Evaluation Criteria | Mark (%) | Points Available | Subtotal |
|-------------------------------|-----------------|-------------------------|-----------------|
| Project Bid Price | 85% | 85 | |
| Local | 10% | 10 | |
| Experience | 5% | 5 | |
| Total Points Available | 100% | 100 | |

The County may select a Proponent with the lowest, or not necessarily the lowest, Points with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

| Score | Description |
|--------------|---|
| 0-2 | UNACCEPTABLE: does not satisfy the requirements of the criterion in any way |
| 3 | VERY POOR: address some requirements but only minimally |
| 4 | POOR: addresses most of the requirements of the criterion but is lacking in critical areas |
| 5 | MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level |
| 6 | SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion |
| 7 | ABOVE AVERAGE: fully meets all of the requirements of the criterion |
| 8 | SUPERIOR: exceeds the requirements of the criterion |

| | |
|------|--|
| 9-10 | EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion |
|------|--|

- 4.3.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 4.3.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of thirty (30) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the County and the selected Proponent(s) is attached hereto as **Schedule "C"**.

4.5 Information Disclosure and Confidentiality

All documents submitted to County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in County's custody or control. It also prohibits County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of County upon being presented, submitted, or forwarded to County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of County upon their being presented, submitted or forwarded to County.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the County may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other County works. For clarity, the confidentiality obligations set out herein applicable to the County's use of information shall not interfere with the County's right to use concepts, ideas, suggestions and directions as herein described.

4.9 Agreement on Internal Trade and New West Partnership Trade Agreement

The provisions of the Canadian Free Trade Agreement (CFTA), Chapter Five – Government Procurement and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

4.10 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.10.1 the nature of the Work;

4.10.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;

4.10.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.10.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. County and County's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the County nor the County's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the County, the County's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the County, the County's consultants or any of their respective representatives.

4.11 **Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

GENERAL SPECIFICATIONS**PROJECT: BUTTERTOWN ROAD****SCOPE OF WORK**

- Construction Staking and Survey Majority by Contractor
- Supply of Aggregate – Contractor's Supply with No Option

Utilities

It is the Contractor's responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cable or any utilities damaged as a result of his operations.

Construction of Range Road 132 (520m)

The Work consists of clearing, stripping, and constructing Range Road 132 to the cross section and profile indicated on the drawings. An estimation of cut and fill quantities are included. The included estimates do not include stripping quantities.

The road allowance shall be cleared of all trees. All brush piles are to be burned or removed from site. No brush piles will be allowed to remain. The contractor is responsible for obtaining burning permits.

All topsoil is to be stripped, salvaged, and replaced on the completed ditch and backslope. All disturbed areas are to be reseeded with an approved grass mixture.

All soils used in the road embankment must be adjusted to optimum moisture content and compacted to 98 percent of Standard Proctor Density. In areas, where no adjustment in grade is required, the soils shall be scarified 0.6 meters deep, adjusted to optimum moisture content, and recompact to 98% Standard Proctor Density.

The contractor shall place 100 tonnes of 4-25 surfacing gravel on the completed subgrade.

Construction of Township Road 1085a (850m)

The Work consists of clearing, stripping, and constructing Range Road 1085a to the cross section and profile indicated on the drawings. An estimation of cut and fill quantities are included. The included estimates do not include stripping quantities.

The road allowance shall be cleared of all trees. All brush piles are to be burned or removed from site. No brush piles will be allowed to remain. The contractor is responsible for obtaining burning permits.

All topsoil is to be stripped, salvaged, and replaced on the completed ditch and backslope. All disturbed areas are to be reseeded with an approved grass mixture.

All soils used in the road embankment must be adjusted to optimum moisture content and compacted to 98 percent of Standard Proctor Density. In areas, where no adjustment in grade is required, the soils shall be scarified 0.6 meters deep, adjusted to optimum moisture content, and recompact to 98% Standard Proctor Density.

The contractor shall place 170 tonnes of 4-25 surfacing gravel on the completed subgrade.



Installation of Approaches

Installation of approaches includes the supply 600mm diameter culverts and installation to the drawing specification "Approach Treatment for Minor Access to Low Volume Rural Roads"

Location of the approaches will be determined at the time of construction in consultation with the County. It is estimated that 5 approaches will be constructed, one to each of the 5 existing river lots. The approach locations are not indicated on the drawings.

Each approach is to be finished with 4-25 surfacing gravel (5 tonnes)





GENERAL SPECIFICATIONS**PROJECT: BUTTERTOWN ROAD****SCOPE OF WORK**

- Construction Staking and Survey Majority by Contractor
- Supply of Aggregate – Contractor's Supply with No Option

Utilities

It is the Contractor's responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cable or any utilities damaged as a result of his operations.

Construction of Range Road 132 (520m)

The Work consists of clearing, stripping, and constructing Range Road 132 to the cross section and profile indicated on the drawings. An estimation of cut and fill quantities are included. The included estimates do not include stripping quantities.

The road allowance shall be cleared of all trees. All brush piles are to be burned or removed from site. No brush piles will be allowed to remain. The contractor is responsible for obtaining burning permits.

All topsoil is to be stripped, salvaged, and replaced on the completed ditch and backslope. All disturbed areas are to be reseeded with an approved grass mixture.

All soils used in the road embankment must be adjusted to optimum moisture content and compacted to 98 percent of Standard Proctor Density. In areas, where no adjustment in grade is required, the soils shall be scarified 0.6 meters deep, adjusted to optimum moisture content, and recompact to 98% Standard Proctor Density.

The contractor shall place 100 tonnes of 4-25 surfacing gravel on the completed subgrade.

Construction of Township Road 1085a (850m)

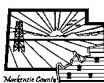
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Each approach is to be finished with 4-25 surfacing gravel (5 tonnes)





PRICING FORM

BUTTERTOWN ROAD

We, _____
 (Company)
 of _____
 (Business Address)

having examined the RFP Documents as issued by: Mackenzie County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the RFP Documents for the RFP Sum as follows:

| Bid Item | BUTTERTOWN ROAD | Estimated Quantities | | Unit Price | Total Bid |
|------------------|-------------------------------------|-----------------------------|----------|-------------------|------------------|
| 1 | Construction of Range Road 132 | 1 | lump sum | lump sum | \$ _____ |
| 2 | Construction of Township Road 1085a | 1 | lump sum | Lump sum | \$ _____ |
| 3 | Approach Install X 5 | 1 | lump sum | Lump sum | \$ _____ |
| TOTAL BID | | | | | \$ _____ |

Bid Price is in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the RFP Documents.

In strict accordance with the plans and specifications of said work named as Schedule "A" hereto attached.



Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that the County has the right to accept any Proposal or to reject any or all Proposals in accordance with the Instructions to Proponents;
- (d) this RFP is open to acceptance for a period of thirty (30) days from the date of RFP Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 2022

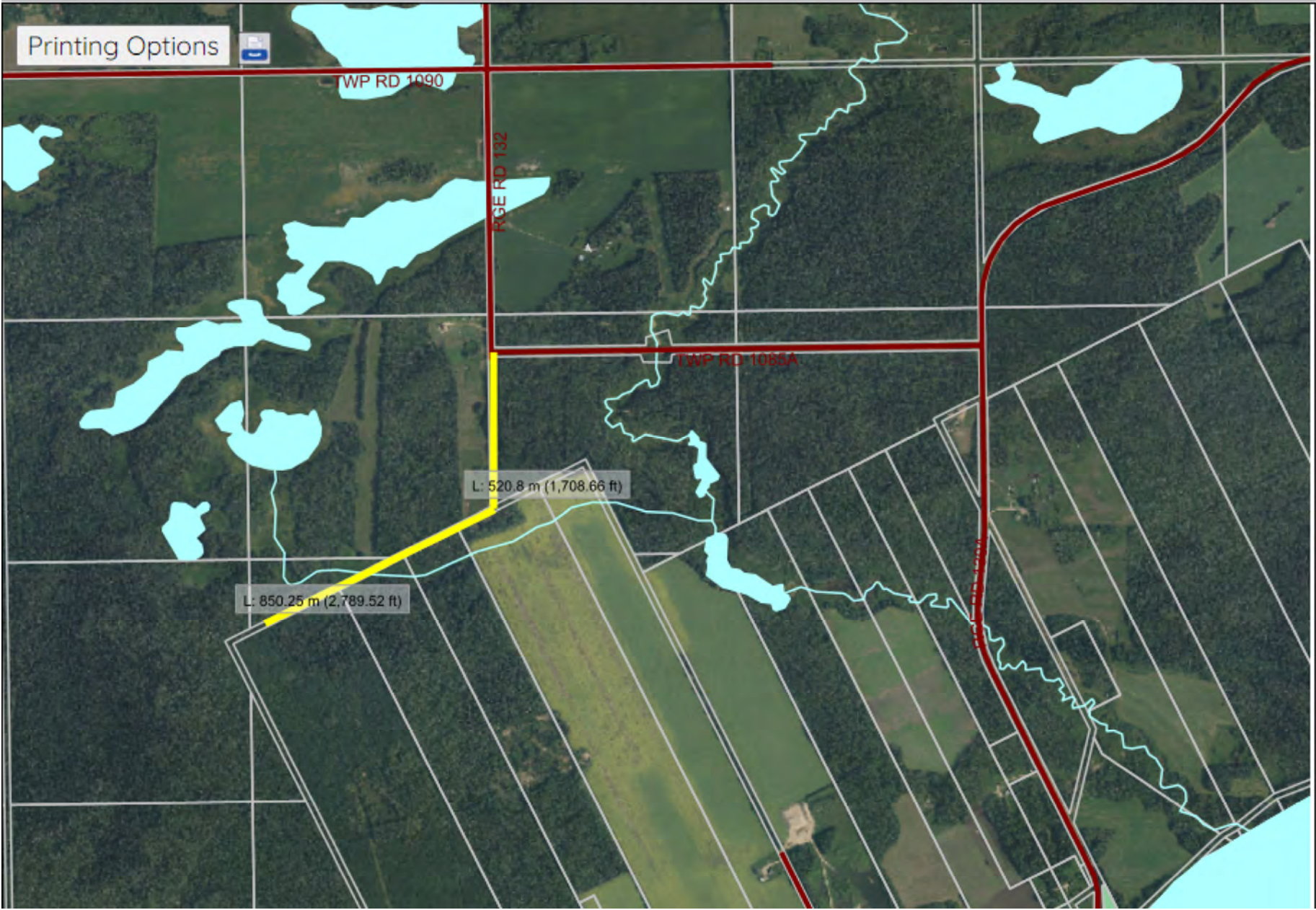


EXPERIENCE:

Please provide a detailed outline of applicable experience as it relates to new road construction, project management, and project specifics.

Please include a list of previous applicable projects, completed in the last 5 years.







Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|---|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Jeff Simpson, Director of Operations |
| Title: | RFP – Crack Filling 2022 |

BACKGROUND / PROPOSAL:

As in previous years, filling cracks on Hamlet streets, parking lots, Airports and accesses to the Highways, is essential. Crack filling will ensure the integrity of the roads within Mackenzie County is maintained.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

Council receive as presented, and administration be directed to commence advertising with any applicable changes.

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters



Crack Filling

2022

Request for Proposals for
Mackenzie County

2022-02-01

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:
CRACK FILLING 2022 (the “Work”)**

1.0 INTRODUCTION

1.1 Purpose of RFP

1.1.1 **Mackenzie County** (the “County”) seeks innovative proposals from interested parties for the following:

UPGRADES (“the Work”).

Proposals are to include a list of certifications, experience on similar projects and a general description as to how the Proponent will handle the County’s needs. It is the Proponent’s responsibility to identify any inability to meet the requirements specified by the County in this RFP

1.1.2 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in a sealed envelope marked “Request for Proposal – **Crack Filling 2022** (the “Proposals”) on or before **4:30:00 p.m.** (Mountain Standard Time) on **March 18, 2022** (the “RFP Closing Time”) to:

**Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, Alberta
T0H 1N0
Attention: CAO or Designate**

No faxed or electronically submitted Proposals will be accepted by the County”.

Additionally, Proponents are required to use a two-envelope submission, as follows:

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – CRACK FILLING 2022
 ENVELOPE #1 MANDATORY SUBMISSION REQUIREMENTS**

| | |
|---|--------------------------|
| Bid Bond, Certified Cheque or Bank Draft | <input type="checkbox"/> |
| Business License | <input type="checkbox"/> |
| WCB Clearance Letter/Number | <input type="checkbox"/> |
| Certificate of Insurance | <input type="checkbox"/> |
| SECOR/COR Certificate | <input type="checkbox"/> |

By 4:30:00 p.m. on:
 March 18, 2022

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – CRACK FILLING 2022
 ENVELOPE #2 PROPOSAL REQUIREMENTS**

| | |
|-----------------------------------|--------------------------|
| Schedule "B" Pricing Forms | <input type="checkbox"/> |
| Schedule "C" Experience | <input type="checkbox"/> |

By 4:30:00 p.m. on:
 March 18, 2022

Bidders that do not submit the required documents in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes should be placed inside a larger envelope CLEARLY MARKED 'Request for Proposal – CRACK FILLING 2022' and mailed/couriered.

- 1.2.2 Proposals will be opened at the Regular Council Meeting on **March 23, 2022**. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the County without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:
- Jeff Simpson, jsimpson@mackenziecounty.com**
- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be emailed to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the County will be responded to after **Friday, March 18, 2022**.

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the County.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.3.4 **Contract**

Should this RFP be accepted, the undersigned agrees to enter into a formal Contract with Mackenzie County **Schedule "D"**, for the faithful performance of the works covered by this RFP, in accordance with the said conditions, specifications and provisions and complete the majority of the works on or before, **July 1, 2022**.

1.3.5 **Payment**

By signing the Contract, the undersigned shall invoice the County by progress or at the completion of the project(s), less 10% holdback.

Invoice(s) should be specific including locations, dates worked, equipment, personnel, project number, and Purchase Order number.

No project shall be deemed complete until final inspection by County representative.

1.4 **Discretion of County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;

- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents to review the General Specifications attached hereto as Schedule “A”.

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall be referred to specifically by referencing projects as they are named in **Schedule “A”**. Projects are not necessarily similar in scope, required equipment, materials, and /or construction.
- 3.1.2 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.3 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.4 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.5 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.6 Prices for the Work shall be inserted by the Proponent in the form attached hereto as **Schedule “B”** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.7 Experience shall be referred to specifically by referencing applicable projects and contracts as they are named in **Schedule “C”**.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule “B”**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;

- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Copy of a valid Business License with Mackenzie County;
- 4.1.2 Proof of Workers' Compensation (WCB) account in good standing at the time of Proposal submission;
- 4.1.3 A copy of a valid and subsisting Certificate of Recognition (COR) issued by the Alberta Construction Safety Association; and
- 4.1.4 A Bid Bond, Certified Cheque or Bank Draft in the amount of **10%** of the Proposal price.

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least Two Million Dollars (**\$2,000,000**) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least Two Million Dollars (\$2,000,000) inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 4.2.2.1 non-owned automobiles;
 - 4.2.2.2 independent subcontractors;

- 4.2.2.3 contractual liability including this Agreement;
 - 4.2.2.4 broad form property damage endorsement;
 - 4.2.2.5 environmental liability; and
 - 4.2.2.6 products and completed operations coverage.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than Two Million Dollars (\$2,000,000) any one occurrence;
 - 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.
 - 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
 - 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than Two Million Dollars (\$2,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
 - 4.2.7 such other insurance as the County may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 **Evaluation**

- 4.3.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 4.3.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby

entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criterion are as follows:

| Evaluation Criteria | Mark (%) | Points Available | Subtotal |
|-------------------------------|-----------------|-------------------------|-----------------|
| Project Bid Price | 85% | 85 | |
| Local | 10% | 10 | |
| Experience | 5% | 5 | |
| Total Points Available | 100% | 100 | |

The County may select a Proponent with the lowest, or not necessarily the lowest, Points with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

| Score | Description |
|--------------|---|
| 0-2 | UNACCEPTABLE: does not satisfy the requirements of the criterion in any way |
| 3 | VERY POOR: address some requirements but only minimally |
| 4 | POOR: addresses most of the requirements of the criterion but is lacking in critical areas |
| 5 | MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level |
| 6 | SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion |
| 7 | ABOVE AVERAGE: fully meets all of the requirements of the criterion |
| 8 | SUPERIOR: exceeds the requirements of the criterion |

| | |
|------|--|
| 9-10 | EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion |
|------|--|

- 4.3.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 4.3.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of thirty (30) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the County and the selected Proponent(s) is attached hereto as **Schedule "D"**.

4.5 Information Disclosure and Confidentiality

All documents submitted to County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in County's custody or control. It also prohibits County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of County upon being presented, submitted, or forwarded to County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of County upon their being presented, submitted or forwarded to County.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the County may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other County works. For clarity, the confidentiality obligations set out herein applicable to the County's use of information shall not interfere with the County's right to use concepts, ideas, suggestions and directions as herein described.

4.9 Agreement on Internal Trade and New West Partnership Trade Agreement

The provisions of the Canadian Free Trade Agreement (CFTA), Chapter Five – Government Procurement and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

4.10 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.10.1 the nature of the Work;

4.10.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;

4.10.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.10.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. County and County's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the County nor the County's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the County, the County's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the County, the County's consultants or any of their respective representatives.

4.11 **Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

GENERAL SPECIFICATIONS

PROJECT: CRACK FILLING 2022

SCOPE OF WORK

The Work consists of filling cracks on Hamlet streets, parking lots, Airports and accesses to the Highways in areas designated by the Director. All cracks wider than 5 mm are to be crack filled for the entire width of the paved roadway. The entire width includes and climbing lanes, roadside turnouts, acceleration / deceleration lanes, and intersectional flares for the edge of the right-of-way.

The successful company shall remove all loose materials from the crack, by compressed air, prior to filling the crack with asphalt.

The successful company shall apply the liquid asphalt to the cracks when the cracks are dry to ensure asphalt adheres to the pavement surface.

The successful company will supply and apply liquid asphalt to each crack until the depth of the crack is filled with asphalt.

The successful company will remove excessive amounts of liquid asphalt from the pavement surface by the use of a squeegee, in a direction from the centerline to the shoulder, immediately following the application of the liquid asphalt.

The successful company shall meet with the Director, or representative, prior to commencement of The Work, to review and agree upon the proposed work plan. This will be done to ensure that critical portions of the work are completed on schedule and to reduce areas of conflict with traffic and other work projects.

The following section "THE WORK CRACK - FILLING" forms part of this Request For Proposal and all conditions must be met

The successful company shall commence The Work after **May 1, 2022** and complete The Work by **June 30, 2022**.

THE WORK – CRACK FILLING

The purpose of **Crack Filling** is to prolong the life of existing pavement by preventing moisture from penetrating the roadway structure and by preventing the spill of material from the edges of the cracks.

The work shall consist of cleaning and drying of cracks using compressed air and filling them with crack filler between the limits shown on the plans and as specified herein.



MATERIAL

The successful company shall supply all materials necessary for the work including the product, signs and barricades.

Product must meet the requirements of Alberta Transportation Standard specifications for Highway Construction (found on Alberta Government website).

Request for Proposal shall include product name, supplier and manufacturer.

The County may obtain samples of the material from time to time. The successful company shall allow the County to obtain samples either at the storage or application stage for testing purposes. In the opinion of the Director, should any materials tested by the County fail to be satisfactory, no further work will be permitted until suitable material is obtained and the successful company shall have no claim on that account.

When necessary the successful company shall supply one of the following blotting agents; potash or cement.

SPECIAL PROVISIONS**HOURS OF WORK**

In the interest of safety, all work will be done in daylight between ½ hour after sunrise and ½ hour before sunset.

WEATHER CONDITIONS

Work will stop when weather conditions do not allow for good quality **Crack Filling** (for example, rain that could cause tracking or long curing times). No work will be permitted in temperatures less than 0°C.

PRE-COMMENCEMENT MEETING

The pre-commencement meeting will address safety items and suggested safety agenda will be required from the successful company.

OPTIONAL ITEMS

The items listed as "optional items" in the Request For Proposal will be reviewed based upon the price and overall available budget. The deletion of this quoted item shall have no effect upon the other unit prices quoted and there will be no compensation payable. The County's review of the Request For Proposal may include or exclude optional items at its discretion.







PRICING FORM

CRACK FILLING 2022

We, _____
(Company)
of _____
(Business Address)

having examined the RFP Documents as issued by: Mackenzie County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the RFP Documents for the RFP Sum as follows:



PRICING FORMS – CRACK FILLING (submit in envelope #2)

The undersigned, having examined the Description, Conditions and Special Provisions attached, agrees to supply suitable machinery and required labor to complete the work as specified for the following unit price:

COMPANY NAME: _____

| | QUANTITY in KM | UNIT PRICE PER KM (Numerical) | TOTAL PRICE PER ITEM (Numerical) |
|---|----------------|-------------------------------|----------------------------------|
| La Crete | | | |
| Hamlet of La Crete and North & South Accesses | 46.5 | \$ | \$ |
| La Crete Golf Course Road | 1.275 | \$ | \$ |
| County Office Parking Lot | Lump Sum | \$ | \$ |
| <i>Highway 88 Connector</i> | 28 | \$ | \$ |
| <i>Blumenort Access</i> | 1.5 | \$ | \$ |
| La Crete Airport | Lump Sum | \$ | \$ |
| Raw Water Truck Fill | Lump Sum | \$ | \$ |
| Fort Vermilion | | | |
| Hamlet of Fort Vermilion | 19 | \$ | \$ |
| County Office Parking Lot | Lump Sum | \$ | \$ |
| Fort Vermilion Airport | Lump Sum | \$ | \$ |
| Water Treatment Plant | Lump Sum | \$ | \$ |
| High Level Rural | | | |
| Golf Course Road (TWP RD 1102) | 1.2 | \$ | \$ |
| Zama | | | |
| Aspen Drive | 1.7 | \$ | \$ |
| Bearpaw Crescent | .7 | \$ | \$ |
| Tower Road & Zama Access Road | 17 | \$ | \$ |
| | | Sub Total | \$ |

Bid Price is in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the RFP Documents.

In strict accordance with the plans and specifications of said work named as Schedule "A" hereto attached.



QUOTE (submit in envelope #2)

Schedule "B" Sub Total\$ _____
 GST \$ _____
 TOTAL \$ _____

SUB TOTAL TENDER NOT INCLUDING GST IN WRITING

In the event the written and numerical prices are not identical, the written price shall take precedence.

1.1 8.3 PRODUCT INFORMATION

| Product Name | Supplier | Manufacturer |
|--------------|----------|--------------|
| | | |
| | | |
| | | |

****SPOT CRACK FILLING OPTIONAL ITEMS**

| Location | Lump Sum |
|----------------------------|----------------------|
| To be determined by County | \$ _____ / Kilometer |

**This is intended for possible missed areas; applicable with the mutual consent of both parties.



Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that the County has the right to accept any Proposal or to reject any or all Proposals in accordance with the Instructions to Proponents;
- (d) this RFP is open to acceptance for a period of thirty (30) days from the date of RFP Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 2022



EXPERIENCE:

Please provide a detailed outline of applicable experience as it relates to crack filling, project management, and contract specifics.

Please include a list of previous applicable contracts, completed in the last 5 years.





Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|---|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Jeff Simpson, Director of Operations |
| Title: | RFP – Line Painting 2022 |

BACKGROUND / PROPOSAL:

The purpose of line painting is to provide guidance and information to drivers and pedestrians. The lines are used to delineate traffic lanes and crosswalks for both motorists and pedestrians.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

Council receive as presented, and Administration be directed to commence advertising with any applicable changes.

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters



Line Painting 2022

Request for Proposals for
Mackenzie County

2022-02-01

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:
LINE PAINTING 2022 (the “Work”)**

1.0 INTRODUCTION

1.1 Purpose of RFP

1.1.1 **Mackenzie County** (the “County”) seeks innovative proposals from interested parties for the following:

UPGRADES (“the Work”).

Proposals are to include a list of certifications, experience on similar projects and a general description as to how the Proponent will handle the County’s needs. It is the Proponent’s responsibility to identify any inability to meet the requirements specified by the County in this RFP

1.1.2 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in a sealed envelope marked “Request for Proposal – **Line Painting 2022** (the “Proposals”) on or before **4:30:00 p.m.** (Mountain Standard Time) on **March 18, 2022** (the “RFP Closing Time”) to:

**Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, Alberta
T0H 1N0
Attention: CAO or Designate**

No faxed or electronically submitted Proposals will be accepted by the County”.

Additionally, Proponents are required to use a two-envelope submission, as follows:

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – LINE PAINTING 2022
 ENVELOPE #1 MANDATORY SUBMISSION REQUIREMENTS**

| | |
|---|--------------------------|
| Bid Bond, Certified Cheque or Bank Draft | <input type="checkbox"/> |
| Business License | <input type="checkbox"/> |
| WCB Clearance Letter/Number | <input type="checkbox"/> |
| Certificate of Insurance | <input type="checkbox"/> |
| SECOR/COR Certificate | <input type="checkbox"/> |

By 4:30:00 p.m. on:
 March 18, 2022

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – LINE PAINTING 2022
 ENVELOPE #2 PROPOSAL REQUIREMENTS**

| | |
|-----------------------------------|--------------------------|
| Schedule "B" Pricing Forms | <input type="checkbox"/> |
| Schedule "C" Experience | <input type="checkbox"/> |

By 4:30:00 p.m. on:
 March 18, 2022

Bidders that do not submit the required documents in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes should be placed inside a larger envelope CLEARLY MARKED 'Request for Proposal – LINE PAINTING 2022' and mailed/couriered.

- 1.2.2 Proposals will be opened at the Regular Council Meeting on **March 23, 2022**. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the County without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:
- Jeff Simpson, jsimpson@mackenziecounty.com**
- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be emailed to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the County will be responded to after **Friday, March 18, 2022**.

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the County.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.3.4 **Contract**

Should this RFP be accepted, the undersigned agrees to enter into a formal Contract with Mackenzie County **Schedule "D"**, for the faithful performance of the works covered by this RFP, in accordance with the said conditions, specifications and provisions and complete the majority of the works on or before, **July 1, 2022**. The successful company shall arrange a start date with the Director of Operations, prior to commencement.

1.3.5 **Payment**

By signing the Contract, the undersigned shall invoice the County by progress or at the completion of the project(s), less 10% holdback.

Invoice(s) should be specific including locations, dates worked, equipment, personnel, project number, and Purchase Order number.

No project shall be deemed complete until final inspection by County representative.

1.4 **Discretion of County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;

- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents to review the General Specifications attached hereto as Schedule "A".

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall be referred to specifically by referencing projects as they are named in **Schedule "A"**. Projects are not necessarily similar in scope, required equipment, materials, and /or construction.
- 3.1.2 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.3 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.4 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.5 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.6 Prices for the Work shall be inserted by the Proponent in the form attached hereto as **Schedule "B"** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.7 Experience shall be referred to specifically by referencing applicable projects and contracts as they are named in **Schedule "C"**.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule "B"**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;

- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Copy of a valid Business License with Mackenzie County;
- 4.1.2 Proof of Workers' Compensation (WCB) account in good standing at the time of Proposal submission;
- 4.1.3 A copy of a valid and subsisting Certificate of Recognition (COR) issued by the Alberta Construction Safety Association; and
- 4.1.4 A Bid Bond, Certified Cheque or Bank Draft in the amount of **10%** of the Proposal price.
- 4.1.5 Certificate of Insurance

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least Two Million Dollars **(\$2,000,000)** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least Two Million Dollars (\$2,000,000) inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 4.2.2.1 non-owned automobiles;

- 4.2.2.2 independent subcontractors;
 - 4.2.2.3 contractual liability including this Agreement;
 - 4.2.2.4 broad form property damage endorsement;
 - 4.2.2.5 environmental liability; and
 - 4.2.2.6 products and completed operations coverage.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than Two Million Dollars (\$2,000,000) any one occurrence;
 - 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.
 - 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
 - 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than Two Million Dollars (\$2,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
 - 4.2.7 such other insurance as the County may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 **Evaluation**

- 4.3.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 4.3.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points

for each criterion as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criterion are as follows:

| Evaluation Criteria | Mark (%) | Points Available | Subtotal |
|-------------------------------|-----------------|-------------------------|-----------------|
| Project Bid Price | 85% | 85 | |
| Local | 10% | 10 | |
| Experience | 5% | 5 | |
| Total Points Available | 100% | 100 | |

The County may select a Proponent with the lowest, or not necessarily the lowest, Points with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

| Score | Description |
|--------------|---|
| 0-2 | UNACCEPTABLE: does not satisfy the requirements of the criterion in any way |
| 3 | VERY POOR: address some requirements but only minimally |
| 4 | POOR: addresses most of the requirements of the criterion but is lacking in critical areas |
| 5 | MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level |
| 6 | SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion |
| 7 | ABOVE AVERAGE: fully meets all of the requirements of the criterion |
| 8 | SUPERIOR: exceeds the requirements of the criterion |
| 9-10 | EXCEPTIONAL: feature is clearly exceptional to the requirements of the |

| | |
|--|------------|
| | critereion |
|--|------------|

4.3.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of thirty (30) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the County and the selected Proponent(s) is attached hereto as **Schedule "D"**.

4.5 Information Disclosure and Confidentiality

All documents submitted to County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in County's custody or control. It also prohibits County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of County upon being presented, submitted, or forwarded to County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of County upon their being presented, submitted or forwarded to County.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the County may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other County works. For clarity, the confidentiality obligations set out herein applicable to the County's use of information shall not interfere with the County's right to use concepts, ideas, suggestions and directions as herein described.

4.8 Agreement on Internal Trade and New West Partnership Trade Agreement

The provisions of the Canadian Free Trade Agreement (CFTA), Chapter Five – Government Procurement and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

4.9 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

- 4.9.1 the nature of the Work;
- 4.9.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- 4.9.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- 4.9.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
- 4.9.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction,

reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. County and County's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the County nor the County's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the County, the County's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the County, the County's consultants or any of their respective representatives.

4.10 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

GENERAL SPECIFICATIONS

PROJECT: LINE PAINTING 2022

SCOPE OF WORK

The Work consists of painting lines on Hamlet streets, parking lots, Airports and accesses to the Highways in areas designated by the Director. All cracks wider than 5 mm are to be crack filled for the entire width of the paved roadway. The entire width includes and climbing lanes, roadside turnouts, acceleration / deceleration lanes, and intersectional flares for the edge of the right-of-way.

The successful company shall remove all loose materials from the crack, by compressed air, prior to filling the crack with asphalt.

The successful company shall apply the liquid asphalt to the cracks when the cracks are dry to ensure asphalt adheres to the pavement surface.

The successful company will supply and apply liquid asphalt to each crack until the depth of the crack is filled with asphalt.

The successful company will remove excessive amounts of liquid asphalt from the pavement surface by the use of a squeegee, in a direction from the centerline to the shoulder, immediately following the application of the liquid asphalt.

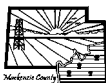
The successful company shall meet with the Director, or representative, prior to commencement of The Work, to review and agree upon the proposed work plan. This will be done to ensure that critical portions of the work are completed on schedule and to reduce areas of conflict with traffic and other work projects.

The following section "THE WORK LINE PAINTING" forms part of this Request for Proposal and all conditions must be met

The successful company shall commence The Work no earlier than July 1, 2022 and complete The Work by September 1, 2022. The successful company shall arrange a start date with the Director of Operations, prior to commencement.

THE WORK – LINE PAINTING

The purpose of **Line Painting** is to provide guidance and information to drivers and pedestrians. The lines are used to delineate traffic lanes and crosswalks for both motorists and pedestrians.



The work shall consist of cleaning and drying of pavement surface and applying undiluted paint, yellow and white, in their respective positions shown on the plans and as specified herein.

MATERIAL

The successful company shall supply all materials necessary for the work including the product, signs and barricades.

Product must meet the requirements of Alberta Transportation Standard specifications for Highway Construction (found on Alberta Government website). Request for Proposal shall include product name, supplier and manufacturer.

The County may obtain samples of the material from time to time. The successful company shall allow the County to obtain samples either at the storage or application stage for testing purposes. In the opinion of the Director, should any materials tested by the County fail to be satisfactory, no further work will be permitted until suitable material is obtained and the successful company shall have no claim on that account.

SPECIAL PROVISIONS

HOURS OF WORK

In the interest of safety, all work will be done in daylight between ½ hour after sunrise and ½ hour before sunset.

WEATHER CONDITIONS

Work will stop when weather conditions do not allow for good quality **Line Painting**. (for example, rain that could cause tracking or long curing times). No work will be permitted in temperatures less than 0°C.

PRE-COMMENCEMENT MEETING

The pre-commencement meeting will address safety items and suggested safety agenda will be required from the successful company.

OPTIONAL ITEMS

The items listed as "optional items" in the Request for Proposal will be reviewed based upon the price and overall available budget. The deletion of this quoted item shall have no effect upon the other unit prices quoted and there will be no compensation payable. The County's review of the Request for Proposal may include or exclude optional items at its discretion.



PRICING FORM

LINE PAINTING 2022

We, _____
(Company)
of _____
(Business Address)

having examined the RFP Documents as issued by: Mackenzie County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the RFP Documents for the RFP Sum as follows:



PRICING FORMS – LINE PAINTING (submit in envelope #2)

The undersigned, having examined the Description, Conditions and Special Provisions attached, agrees to supply suitable machinery and required labor to complete the work as specified for the following unit price:

COMPANY NAME: _____

| Table 'A' | Unit Price per meter of Dot Yellow | Sub Total Dot Yellow | Unit Price per meter of Solid Yellow | Sub Total Solid Yellow |
|---|------------------------------------|----------------------|--------------------------------------|------------------------|
| LOCATION | | | | |
| La Crete | | | | |
| Hamlet of La Crete and North & South Accesses | \$ | x 10,000m= \$ | \$ | x 27,750m= \$ |
| Curbs | | | \$ | x 160m= \$ |
| River Road (north of La Crete) | | x 3000m= \$ | | |
| La Crete Golf Course Road (east of La Crete) | | | | x 1275m= \$ |
| RGE RD 153 (south of La Crete) | | | | x 1000m= \$ |
| La Crete Airport | | | | x 390m= \$ |
| Highway 88 Connector | \$ | x 23km= \$ | | |
| DOUBLE Yellow Solid & Dotted | \$ | x 4000m= \$ | \$ | x 2400m= \$ |
| Blumenort Access West | | x 825m= \$ | \$ | x 350m= \$ |
| Blumenort Access East | | x 3800m= \$ | \$ | x 1000m= \$ |
| | | | | |
| Fort Vermilion | | | | |
| Hamlet of Fort Vermilion | \$ | x 2,600m= \$ | \$ | x 13,600m= \$ |
| Rocky Lane | | | \$ | x 300m= \$ |
| Fort Vermilion Airport | | | \$ | x 400m= \$ |
| Golf Course Road (TWP RD 1102) | | | | x 1200m= \$ |
| | Sub Total 'a' → | \$ | Sub Total 'b' → | \$ |

Sub Total 'a' + Sub Total 'b' = **Table "A"** Sub Total \$ _____



| Table 'B' | Unit Price per meter of Dot White | Sub Total Dot White | Unit Price per meter of Solid White | Sub Total Solid White |
|---|--|----------------------------|--|------------------------------|
| LOCATION | | | | |
| La Crete | | | | |
| Hamlet of La Crete and North & South Accesses | \$ | x 3,980m= \$ | \$ | x 27,100m= \$ |
| Standard Crosswalks | → | → | \$ | x 2= \$ |
| Standard with Stop Bar | → | → | \$ | x 13= \$ |
| Ladder Crosswalks | → | → | \$ | x 14= \$ |
| Ladder with Stop Bar | → | → | \$ | x 17= \$ |
| Stop Bars | → | → | \$ | x 70= \$ |
| <i>La Crete Golf Course Road (east of La Crete)</i> | | | | x 2550m= \$ |
| <i>RGE RD 153 (south of La Crete)</i> | | | | x 2000m= \$ |
| | | | \$ | x 7,680m= \$ |
| La Crete Airport | | | \$ (per double digit #) | x 2= \$ |
| <i>Highway 88 Connector</i> | | | \$ | x 54km= \$ |
| Stop Bars | → | → | \$ | x 2= \$ |
| <i>Blumenort Access West</i> | | | \$ | x 2,000m= \$ |
| <i>Blumenort Access East</i> | | | | x 9600m= \$ |
| | | | | |
| Fort Vermilion | | | | |
| Hamlet of Fort Vermilion | | | \$ | x 17,000m= \$ |
| Ladder Crosswalks | → | → | \$ | x 25= \$ |
| Stop Bars | → | → | \$ | x 22= \$ |
| | | | \$ | x 7,200m= \$ |
| Fort Vermilion Airport | | | \$ (per double digit #) | x 2= \$ |
| Rocky Lane | | | | |
| Ladder Crosswalks | → | → | \$ | x 2= \$ |
| Golf Course Road (TWP RD 1102) | | | \$ | x 2400m= \$ |
| Rail Road Crossing (TWP RD 1102 & TWP RD 1104) | → | → | \$ | x 2= \$ |
| Stop Bars | → | → | \$ | x 2= \$ |
| | Sub Total 'a' → | \$ | Sub Total 'b' → | \$ |



Sub Total 'a' + Sub Total 'b' = **Table "B"** Sub Total \$ _____

QUOTE (submit in envelope #2)

Table 'A' \$ _____
 Table 'B' \$ _____
 Sub Total \$ _____
 GST \$ _____
TOTAL \$ _____

SUB TOTAL TENDER NOT INCLUDING GST IN WRITING

In the event the written and numerical prices are not identical, the written price shall take precedence.

PRODUCT INFORMATION

| Product Name | Supplier | Manufacturer |
|--------------|----------|--------------|
| | | |
| | | |
| | | |

****SPOT LINE PAINTING OPTIONAL ITEMS**

| Location | Unit Price per Linear Meter of Paint |
|----------------------------|--------------------------------------|
| To be determined by County | \$ _____ / meter |

**This is intended for possible missed areas; applicable with the mutual consent of both parties.

Bid Price is in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the RFP Documents.

In strict accordance with the plans and specifications of said work named as Schedule "A" hereto attached.



Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that the County has the right to accept any Proposal or to reject any or all Proposals in accordance with the Instructions to Proponents;
- (d) this RFP is open to acceptance for a period of thirty (30) days from the date of RFP Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 2022



EXPERIENCE:

Please provide a detailed outline of applicable experience as it relates to line painting, project management, and contract specifics.

Please include a list of previous applicable contracts, completed in the last 5 years.





Mackenzie County

ROAD PROTECTION AGREEMENT REVIEW

Background:

The Road Protection Agreement Review is presented to provide insight on how to better operate the Road Protection Agreement program, making sure that companies that enter into these agreements are held financially responsible for any damages incurred to the municipal roads that they are utilizing.

Current Road Protection Program:

The purpose of the Road Protection Agreements (RPA) is to provide guidelines and procedures for road use by individuals or companies with extensive or continuous haul projects. The RPA program helps protect roads now and in the future and allows Mackenzie County to impose specific conditions for the use of roadways based on the Municipal bylaw. They help to ensure that companies are aware of road conditions and reduces Mackenzie County's liability by ensuring that the responsible party bears the cost for damages done to Municipal roads. Mackenzie County's responsibility is that of monitoring these roads and ensuring that RPA's are enforced to prevent problems that arise from road damage. When roadways are susceptible to damage, road bans or road closures may be used to prevent further damage and to correct unsafe situations.

Mackenzie County established the **PW010 – Road Protection Agreement Policy** in 2001. In July of 2015 council rescinded Policy PW011 – Log Hauls, and incorporated it into the current rendition of the Road Protection Policy. (Appendix A)

Prior to 2019 each logging company working with the mills had to apply for individual RPA's for their company, in 2019 that process was streamlined by requesting each Mill sign a Memorandum of Understanding (MOU) (Appendix B) making them enter into an agreement directly with the County and bear the responsibility of road damage instead of their subcontractors.

Mackenzie County has issued an average of 18.8 RPA's per year for the previous 10 years with the highest number being in 2017 with 30 and the lowest in 2019 with 9. These are largely split between the Mills and their subcontractors and the companies working in the Oil and Gas Sector.

For the purpose of improving the Mackenzie County Road Protection Agreement Policy, a number of Road Use Agreement Policies from other Counties who have industrial and commercial similarities to Mackenzie County within the province of Alberta, were reviewed and their procedures have been included in **Options**.

Current Public Works Operational Issues:

The Public Works Department within Mackenzie County has several issues relating to this program:

1. **Lack of Staffing** - Staff needed to facilitate the pre and post inspection on the roads. Other County's will sometimes use their by-law officer, but Mackenzie County has no Enforcement officer to inspect loads and RPA's to make sure they are on correct hauling routes as well as conduct the Pre and Post Inspection each haul date. The County also does not have any equipment or personnel to weigh the vehicles throughout the haul to ensure weight limits are being met.
2. **Lack of Set Fees in the Bylaw** - As per PW010, currently a security deposit may be required at the request from the Chief Administrative Officer, but a set fee or procedure has never been established.
3. **Damage Claims** – Currently complaints or issues are handled on a case by case scenario and repaired by the grader during regular road maintenance.
4. **Organized Program** – Up until this point a set procedure has not been put in place to keep track of damages, complaints or monies used to facilitate these repairs and so Public Works has no discernable record of how much these damages could be costing the county.
5. **Difference in RPA Applicants** - Mills will conduct extensive hauls over a period of months whereas the Oil and Gas Sector will generally conduct one haul to place or dispose of equipment. This poses problems for Administration to create an equitable system for all RPA applicants.

Options:

The following options are for Council's consideration and deliberation. They have the ability to be modified, combined, or omitted in part or in whole.

1. **Temporary Road Bans** - Council may elect to institute road bans through certain dates of the year or on certain roads and not allow any RPA's during this time thus reducing all extensive hauls on those roads and any subsequent damage. (As per Appendix C - Rocky View Bylaw)
2. **Year-Round Road Bans** - Council may elect to issue year-round road bans on certain roads in the County that may be more susceptible to damage. No haul routes would be able to include these roads.

3. **Letter of Credit** - Council may elect to change the Policy so that the Contractor shall provide Mackenzie County security in the form of an unconditional irrevocable Letter of Credit from a financial institution to be approved by the County, at an amount deemed feasible by the County. This LOC would be required prior to the commencement of the truck haul and the movement of any equipment. The amount of the LOC could be based on the type of road surface, the length of the road, and the condition of the road. (As per the Appendix D - County of Wheatland and Appendix E - County of Fox Creek).

4. **Road Bond** - Council may elect to issue RPA's with a Bond Required. The Bond amount could be based on the size of the haul. If the hauler supplies their own grader the bond could be reduced by 50%. (As per the County of Appendix F - Westlock)
 - 1-10 loads \$1,000
 - 11-50 loads \$5,000
 - 50+ loads \$10,000

Alternatively, the amount of Road Bond required could be calculated based on the value of the road being utilized. The amount of bond required would be equivalent to the length of road being utilized multiplied by the value per mile. Ex. Each county mile of the route is valued at \$50,000 so the Bond amount would be dependent on how many miles of County road the permit route has identified (i.e. 1.5kms would require a bond of \$75,000). (As per Appendix I - Red Deer County).

5. **Penalty System** - Council may elect to Institute a Penalty system. Failure to adhere to any of the terms described in this agreement may result in immediate suspension or termination of the Agreement by the County. (As per Appendix C - Rocky View County)

| OFFENCES | MINIMUM & SPECIFIED PENALTY | SECOND OFFENCE | THIRD OFFENCE | FOURTH AND SUBSEQUENT OFFENCES |
|--|--|---|---|--|
| Exceed heavy vehicle movement threshold with an active RPA and/or haul permits | Written warning and suspension of transport operations RPA executed and/or haul permits issued | \$2500 and suspension of transport operations until RPA executed and/or haul permits issued | \$5000 and prohibition from transport operations on County roads for six months | \$10,000 and prohibition from transport operations on County roads for 12 months |
| Contravene any term or condition of RPA without written approval | \$1000 | \$500 and 24 hour suspension of transport operations | \$1,000 and one week suspension of transport operations | \$2,000 and termination of RPA |
| Fail to produce a RPA or haul permits when requested by Enforcement Officer | \$1000 | | | |
| Provide false and misleading information regarding RPA | \$1000 | | | |

6. **Pre/Post Haul Inspections** - Council may elect that a fee be charged to the company for Pre-Haul and Post-Haul inspections to be conducted by a County representative. (ie \$140, \$250 or \$500 depending on type of haul) a minimum of 2 inspections will be performed, pre and post as well as other supplemental inspections when deemed necessary. (As per Appendix G - Leduc County, Appendix E - Fox Creek, Appendix J - Wetaskiwin County, and Appendix J - Sturgeon County).

7. **Per Haul Permit Fee** - Council may elect to institute a per haul permit fee. The prime contractor or Subcontractor using county roads for truck/trailer combination hauls shall pay the County a set fee per day per truck/trailer combination. This fee ranges in other Counties from \$35-\$50. (As per Appendix E - Fox Creek)

8. **One Time RPA Application Fee** - Council may elect to charge a onetime application fee for RPA's – the prime contractor or Subcontractor shall pay a onetime Haul Permit fee before the RPA will be approved. This fee could be tiered depending on how extensive the haul.

Mackenzie County

| | | | |
|--------------|---|-------------------|-------|
| Title | Road Protection Agreement Policy | Policy No: | PW010 |
|--------------|---|-------------------|-------|

| | |
|------------------------------|---|
| Legislation Reference | Municipal Government Act Section 5 |
|------------------------------|---|

Purpose

To establish a Policy where firms and vehicle owners of large trucks/vehicles who wish to use Mackenzie County roads for an Intensive haul(s) may do so while ensuring that the user is responsible for road repairs and additional maintenance costs.

Policy Statement

1. Road Protection Agreements will be created to allow firms and vehicle owners of large trucks/vehicles, with the exemption of agriculture equipment to use Mackenzie County roads for Intensive hauls.
2. Haulers are required to complete and submit a Road Protection Application for the County's review.
3. Administration shall review the request and prepare a Road Protection Agreement with conditions for the haulers acceptance.

Definitions:

- a) Intensive haul(s) means the movement of products or equipment that may potentially cause excessive wear and tear on County roads.
- b) Road Use Application is an application which includes designated haul route, duration of haul, the amount of loads per day, axle weight maximum, and items being hauled. Schedule "A".
- c) Road Protection Agreement is the agreement made by Mackenzie County with the Hauler. It defines the terms and conditions to enable the hauler to use haul route. Schedule "B".
- d) Hauler, for the purposes of this agreement, is the agreement holder and shall be either the primary company or the hauling company.

Responsibilities

THE HAULER SHALL:

1. Complete a Road Protection Application a minimum 2 working days prior to commencement.

2. Enter into a Road Protection Agreement with Mackenzie County prior to hauling.
3. Abide by the conditions set out in the agreement which may include, but are not limited to duration of the haul, speed, time of haul, axle loading, special signing, traffic control persons and accommodation of other road users.
4. Be responsible for any additional maintenance and ice control on the haul route which may be required over and above that normally provided by the County.
5. Repair any road damage caused by the hauler; this may include regravelling of roads.
6. Not use tire chains on any paved or oiled roadways at any time, unless authorized by Mackenzie County.
7. Not park on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
8. Cease hauling during adverse weather conditions, including excessive rain, or at the request of Mackenzie County.
9. Be required to provide dust control (water truck, or chemical application) on the haul road for any effected residences along the designated haul route, and other areas on the haul route as requested.
10. Clean all debris and/or mud tracked onto the road.
11. Notify Mackenzie County immediately upon completion of the haul.
12. At the request from the Chief Administrative Officer of Mackenzie County provide a security deposit.

MACKENZIE COUNTY SHALL:

1. Complete the road use application.
2. Inspect the haul road(s) prior to use to determine the condition of the road.
3. Inspect the haul route throughout the agreement date, to ensure that road conditions are kept at an acceptable standard and to ensure the hauler is following all other conditions in the agreement.
4. Provide regular scheduled maintenance of roads. Any additional maintenance due to the haul is to be provided by the hauler.
5. Inspect the haul road(s) within 2 working days after the haul has ceased.
6. Implement road bans to control haulers activities if necessary.

General Conditions:

1. Any Hauler in violation of the terms of the Road Protection Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of the Agreement to the satisfaction of Mackenzie County.
2. Hauler shall indemnify and save harmless Mackenzie County against any claims and/or proceedings from third parties as a result of approval being granted for the use of County roadways in Mackenzie County.

| | Date | Resolution Number |
|-----------------|-------------|--------------------------|
| Approved | 2001-03-06 | 01-137 |
| Amended | 2007-12-11 | 07-12-1111 |
| Amended | 2015-07-29 | 15-07-507 |
| Amended | | |



Road Use Application

Mackenzie County

Road Protection Number: _____ (Mackenzie County to assign)

Start Date of Haul: _____

End Date of Haul: _____

Firm doing haul: _____ **Contact Person:** _____

Email: _____ **Contact Number:** _____

Firm for which haul is being done: _____

Haul Route: _____

(Provincial Highway numbers and local road description or numbers)

Provincial Permit Number: _____ **Issued:** _____ **Expiry:** _____

Origin of Trip: _____ (including legal land description)

Destination of Trip: _____ (including legal land description)

Gross Weight of loaded truck: _____ kg **Item being hauled:** _____

Number of Trucks: _____

I have read and I am aware of all conditions that I have to adhere to in the Road Protection Agreement.

Applicant Signature

Date

Comments:

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. FAILURE TO PRODUCE THIS AGREEMENT FORTHWITH TO A PEACE OFFICER ON DEMAND RENDERS THE AGREEMENT NULL AND VOID. AGREEMENT IS NOT TRANSFERABLE.

Agreement No. RPA-ZA-22-01

THIS AGREEMENT shall commence on this **13** day of **January, 2022** A.D. .

Mackenzie County (Party of the First Part)

And

(Party of the Second Part)

WHEREAS the Party of the Second Part desires to transport goods and materials over/on certain roads within the jurisdiction of Mackenzie County.

AND WHEREAS the Party of the First Part has agreed to such activity in consideration of, and subject to the terms and conditions hereinafter set forth:

1. Subject to the terms and conditions set out below, the Company may transport the shipment as set out in the term of this agreement.

2. The Hauler shall:

- a) Enter into a Road Protection Agreement with Mackenzie County prior to hauling.
- b) Abide by the following conditions:
 - a. Speed Limit: as posted
 - b. Max Weight: 63, 500 Kg Truck
 - c. Special Signing: as needed or required
 - d. Traffic control person required (y/n): n
 - e. Time of Haul: n/a
- c) Be responsible for any additional maintenance and ice control on the haul route which may be required over and above that normally provided by the County.
- d) Repair any road damage caused by the hauler; this may include regravelling of roads.
- e) Not use tire chains on any paved or oiled roadways at any time, unless authorized by Mackenzie County.
- f) Not park on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
- g) Cease hauling during adverse weather conditions, including excessive rain, or at the request of Mackenzie County.
- h) Be required to provide dust control (water truck, or chemical application) on the haul road for any effected residences along the designated haul route, and other areas on the haul route as requested.
- i) Clean all debris and/or mud tracked onto the road.
- j) Notify Mackenzie County immediately upon completion of the haul.

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

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Agreement No. RPA-ZA-22-01

- k) At the request from the Chief Administrative Officer of Mackenzie County provide a security deposit.

3. Mackenzie County shall:

- a) Inspect the haul road(s) prior to use to determine the condition of the road.
- b) Inspect the haul route throughout the agreement date, to ensure that road conditions are kept at an acceptable standard and to ensure the hauler is following all other conditions in the agreement.
- c) Provide regular scheduled maintenance of roads. Any additional maintenance due to the haul is to be provided by the hauler.
- d) Inspect the haul road(s) within 2 working days after the haul has ceased.
- e) Implement road bans to control haulers activities if necessary.

4. General Conditions:

- a) This agreement is non-transferable. The Party of the Second Part agrees to assume all damages resulting from the use of subcontractors.
- b) Any Hauler in violation of the terms of the Road Protection Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of the Agreement to the satisfaction of Mackenzie County.
- c) Hauler shall indemnify and save harmless Mackenzie County against any claims and/or proceedings from third parties as a result of approval being granted for the use of County roadways in Mackenzie County.

5. Other Conditions:

- 6. This agreement shall cease and terminate on the **31** day of **March, 2022** A.D. and thereafter no such activities may continue except as may be authorized under a new and further agreement between the parties

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

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Agreement No. RPA-ZA-22-01

MACKENZIE COUNTY

PARTY OF THE SECOND PART

Per: _____
(Signature of Authorized Representative)

Per: _____
(Signature of Authorized Representative)

Print Name : Jeff Simpson

Print Name : _____

Office #: 780-928-3983

Office #: _____

Fax #: 780-928-3636

Fax #: _____

Cell #: _____

Cell #: _____

email: Jsimpson@mackenziecounty.com

email: _____

MACKENZIE COUNTY

PARTY OF THE SECOND PART

Field Contact Person:

Field Contact Person:

Office #: _____

Office #: _____

Cell #: _____

Cell #: _____

email: _____

email: _____

NOTE:

- (1) IT IS THE RESPONSIBILITY OF THE PARTY OF THE SECOND PARTY OF THE SECOND PART TO READ AND UNDERSTAND THIS AGREEMENT.
- (2) This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act and is being collected for the purpose of issuance of Road Protection Agreements for roads within the boundaries of Mackenzie County. Our Freedom of Information and Protection of Privacy Act Coordinator is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at 780-927-3718. This information may be used for any municipal purpose.

Schedule B

**MACKENZIE COUNTY
ROAD PROTECTION AGREEMENT**

A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. FAILURE TO PRODUCE THIS AGREEMENT FORTHWITH TO A PEACE OFFICER ON DEMAND RENDERS THE AGREEMENT NULL AND VOID. AGREEMENT IS NOT TRANSFERABLE.

Agreement No. RPA-ZA-22-01

NOTE:

- (3) IT IS THE PERMIT HOLDER'S RESPONSIBILITY TO READ AND UNDERSTAND THIS AGREEMENT.
- (4) THIS AGREEMENT IS SUBJECT TO THE PART OF THE SECOND PART OBTAINING ANY NECESSARY PERMITS FROM ALBERTA INFRASTRUCTURE.
- (5) IT IS THE PERMIT HOLDER'S RESPONSIBILITY TO ADVISE MACKENZIE COUNTY IF AND WHEN A HAUL IS SUSPENDED OR COMPLETED.
- (6) This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act and is being collected for the purpose of issuance of Road Protection Agreements for roads within the boundaries of the Mackenzie County. Our Freedom of Information and Protection of Privacy Act Co-ordinator, Eva Schmidt is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at 780-927-3718. This information may be used for any municipal purpose.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made in duplicate this ____ day of _____, 2021

BETWEEN:

Mackenzie County

(hereinafter called "the County")

Of the first part

AND:

of the Hamlet of **La Crete** in the Province of **Alberta** (hereinafter called "the Mill")

Of the second part

WHEREAS the County wishes for the Mill to apply for all Road Protection Agreements (RPA) under Policy PW010 rather than individual trucking companies applying for the Road Protection Agreements. This process will ensure that municipal roads are not being ill-used.

AND WHEREAS the County requires timely application requests ensuring swift turn around for processing Road Protection Agreements.

AND WHEREAS the Mill understands and agrees that municipal roads must be repaired when damages are incurred through the intensity of a haul and will work with the County to repair said routes.

AND WHEREAS the Mill will provide grading services to any gravel roads contained within this RPA at their expense throughout the haul period.

AND WHEREAS the Mill wishes to work with the County and provide calcium chloride as a dust suppressant if/when needed to rural residents along the approved truck routes. The Mill will agree to cover the cost of the calcium chloride and the County will apply it.

Expires one year from date above.

Executed on behalf of the participating parties, by their authorized signing officers.

Mackenzie County

Per: _____

Per: _____

Witness: _____

Witness: _____

Mackenzie County



BYLAW C-8065-2020

A Bylaw of Rocky View County, in the Province of Alberta, to administer Road Use Agreements to regulate Transport Operations within the County road right-of-way.

WHEREAS pursuant to the *Municipal Government Act*, the County has the direction, control and management of all roads and public places within the County and is responsible for ensuring that all such roads and public places are kept in a reasonable state of repair;

AND WHEREAS pursuant to Section 7 of the *Municipal Government Act* the council of a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property and the enforcement of bylaws;

AND WHEREAS pursuant to Sections 203 and 209 of the *Municipal Government Act*, Council for the County may delegate by Bylaw any of its powers, duties, or functions to the Chief Administrative Officer, who may then further delegate the matter to Administration;

NOW THEREFORE the Council of Rocky View County enacts as follows:

Purpose and Title

- 1 This Bylaw may be cited as the *Road Use Agreement Bylaw*.

Definitions and Schedules

- 2 Schedule "A" being "Minimum and Specified Penalties" is attached to and forms part of this Bylaw.
- 3 Schedule "B" being "Exempted Roads" is attached to and forms part of this Bylaw.
- 4 The definitions contained in Schedule "C" of this Bylaw apply unless the context otherwise requires.

Application

- 5 This Bylaw applies to all Persons desiring to conduct Transport Operations using County roads related to the following activities:
 - (1) Natural resource exploration, development, extraction and processing;
 - (2) Commercial agriculture operations including all Confined Feeding Operations regardless of ownership or management status;
 - (3) Residential, commercial, industrial and infrastructure construction; and,
 - (4) Filming for motion pictures, television programs, advertisements and music videos.

- 6 Transport Operations for the above activities must contact the County prior to commencement to determine the need for a Road Use Agreement and/or haul permits if the loaded Heavy Vehicle movements to or from any location using County roads will exceed any one of the following:
 - (1) 30 movements in a 7 day period; or,
 - (2) 5 movements in a one-hour period.
- 7 The Executive Director of Operations or Designate, in their sole discretion, shall determine the risk any Transport Operation poses to the County roads considering the following:
 - (1) The weight and configuration of the proposed transport vehicles;
 - (2) The total number of loads, frequency and duration of the Transport Operations;
 - (3) The existing condition and surface type of the proposed transport route road(s);
 - (4) The proximity of the proposed transport route to residential dwellings; and,
 - (5) The time of year.
- 8 Where it is determined that Transport Operations may or will likely cause damage to the County's infrastructure, pursuant to Section 7, the Executive Director of Operations or Designate is authorized to require the Persons responsible to enter into a Road Use Agreement on such terms and conditions as the Executive Director of Operations or Designate deem appropriate.
- 9 A Road Use Agreement may require a Person to pay such amounts, or post security in a form and amount, or both, as may be determined by the Executive Director of Operations or Designate in order to secure performance of the Person's obligations under the Road Use Agreement.
- 10 A Person shall not conduct Transport Operations for which the County, pursuant to Section 8, requires a Road Use Agreement until the Road Use Agreement has been executed and the County has received any required security.

Exemptions

- 11 The following vehicles and activities are exempted from the provisions of this Bylaw:
 - (1) Transport Operations along any County road that the County has designated as an Exempted Road. Exempted Roads are set out in Schedule "B" and amended from time to time;
 - (2) Regular public or school transportation routes;
 - (3) Family Farm operations including Family Farm operations using contracted farm services;

- (4) Vehicles and equipment required by the County and its contractors to construct, maintain and repair roads, and provide basic services;
 - (5) Transport Operations to address declared disasters; and,
 - (6) Emergency service vehicles as defined in the *Traffic Safety Act*.
- 12 Transport Operations exempted from a Road Use Agreement must still obtain any permits required under Section 13(1) of the *Traffic Safety Act* by contacting the County's haul permit service provider.

Operations

- 13 No Person shall conduct Transport Operations exceeding the Heavy Vehicle movement threshold established in Section 6 without a Road Use Agreement and/or hauling permits issued by the County through its service provider.
- 14 Family Farm operations are eligible for an Annual Agricultural Permit by contacting the County.
- 15 Any Person who has entered into a Road Use Agreement with the County shall comply with all provisions of the *Traffic Safety Act* and this Bylaw.
- 16 Where a Person has entered into a Road Use Agreement, failure to comply with this Bylaw can result in the suspension or termination of that Road Use Agreement, the application of penalties and may affect the ability of that Person to obtain future Road Use Agreements.
- 17 A Person who has entered into a Road Use Agreement with the County pursuant to this Bylaw shall comply with any term or condition of the Agreement. No Person shall contravene any term or condition of a Road Use Agreement without written approval from the County.
- 18 A Person shall produce a Road Use Agreement or haul permits when requested by an Enforcement Officer.
- 19 A Person shall not make any false or misleading statement or provide any false or misleading information to obtain a Road Use Agreement pursuant to this Bylaw.
- 20 The onus of proving a Road Use Agreement has been entered into in relation to any activity otherwise regulated, restricted or prohibited by this Bylaw is on the Person alleging the existence of such an Agreement on a balance of probabilities.
- 21 No new Road Use Agreements will be issued during the County's Annual Spring Road Ban Season.
- 22 Any active Road Use Agreements will be temporarily suspended during the County's Annual Spring Road Ban Season. Temporarily suspended Road Use Agreements will be re-instated thereafter.
- 23 Transport Operations that do not exceed the Heavy Vehicle movement thresholds established in Section 6 are permitted during the County's Annual Spring Road Ban Season.

All Heavy Vehicles during this time must haul at legal weight and adhere to the County's specified Road Bans.

Offences

- 24 It is an offence under this Bylaw to:
- 1) Conduct Transport Operations exceeding the Heavy Vehicle movement threshold established in Section 6 without a Road Use Agreement and/or hauling permits issued by the County through its service provider;
 - 2) Provide false or misleading information to the Executive Director of Operations or Designate regarding a Road Use Agreement;
 - 3) Fail to comply with the terms and conditions of a Road Use Agreement; and,
 - 4) Fail to produce a Road Use Agreement or haul permits when requested by an Enforcement Officer.
- 25 Where a violation of this Bylaw is continuing in nature, a violation constitutes a separate offence for each day or part day on which it continues.

General Penalty Provisions

- 26 In accordance with the *Municipal Government Act*, any Person that violates any provision of this Bylaw is guilty of an offence and is liable, upon conviction, to a maximum fine of \$10,000.

Minimum and Specified Penalties

- 27 The minimum and specified penalties for a violation of Section 24 of this Bylaw are set out in Schedule "A".
- 28 Any written warnings or monetary penalties for a violation of Section 24 of this Bylaw shall be applied to the Applicant identified in the Road Use Agreement.

Enforcement

- 29 Where a Enforcement Officer has reasonable grounds to believe that a Person has violated any provisions of this Bylaw, the Enforcement Officer may commence Court proceedings against such Person by:
- (1) Issuing the Person a Violation Ticket pursuant to the provisions of Part 2 and Part 3 of the Provincial Procedures Act; or,
 - (2) Swearing out an Information or Complaint against the Person.

- 30 Where a Enforcement Officer issues a Person a Violation Ticket in accordance with Sections 27 and 28 of this Bylaw, the Officer may either:
1. Allow the Person to pay the specified penalty as provided for the offence in Schedule “A” of this Bylaw by including such specified penalty in the Violation Ticket; or,
 2. Require a Court appearance of the Person where the Enforcement Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 2 of the Provincial Procedures Act.
- 31 No provision of this Bylaw, nor any action taken pursuant to any provision of this Bylaw, shall in any way restrict, limit, prevent, or preclude the County from pursuing any other remedy in relation to an offence as may be provided by the *Municipal Government Act* or any other legislation of the Province of Alberta.

Strict Liability Offence

- 32 It is the intention of Council that all offences created by this Bylaw be interpreted to be strict liability offences.

Severability

- 33 Each provision of this Bylaw is independent of all other provisions. If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, the remaining provisions of this Bylaw will remain valid and enforceable.

Effective Date

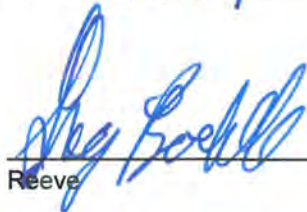
- 34 Bylaw C-8065-2020 is passed when it receives third reading and is signed by the Reeve or Deputy Reeve and the Chief Administrative Officer or Designate as per the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this 14th day of July, 2020

READ A SECOND TIME IN COUNCIL this 14th day of July, 2020

UNANIMOUS PERMISSION FOR THIRD READING this 14th day of July, 2020

READ A THIRD TIME IN COUNCIL this 14th day of July, 2020



Reeve



Chief Administrative Officer or Designate

July 14, 2020

Date Bylaw Signed

Schedule "A" - Minimum and Specified Penalties

| SECTION | OFFENCES | MINIMUM AND SPECIFIED PENALTY | SECOND OFFENCE | THIRD OFFENCE | FOURTH AND SUBSEQUENT OFFENCES |
|----------------|---|--|---|---|---|
| 13 | Exceed heavy vehicle movement threshold without an active RUA and/or haul permits | Written warning and suspension of transport operations until RUA executed and/or haul permits issued | \$ 2,000 and suspension of transport operations until RUA executed and/or haul permits issued | \$ 5,000 and prohibition from transport operations on County roads for six (6) months | \$ 10,000 and prohibition from transport operations on County roads for 12 months |
| 17 | Contravene any term or condition of RUA without written approval | \$ 500 | \$ 500 and 24 hour suspension of transport operations | \$ 1,000 and one (1) week suspension of transport operations | \$ 2,000 and termination of RUA |
| 18 | Fail to produce a RUA or haul permits when requested by Enforcement Officer | \$ 500 | -- | -- | -- |
| 19 | Provide false and misleading information regarding a RUA | \$ 500 | -- | -- | -- |

Schedule “B” – Exempted Roads

| ROAD NAME | ROAD TYPE | DIVISION | LOCATION | EFFECTIVE DATE |
|---|-----------------------------|----------|-------------------------|----------------|
| RR 10 / BALZAC BLVD (From HWY 566 NORTH For 800m) | Resource Road-Paved | 7 | SE-13-26-1-W5M | 03-15-2008 |
| RR 43 (from COCHRANE TOWN LIMITS to COCHRANE LAKE WEST) | Resource Road-Paved | 9 | W-15,22-26-4-W5M | 03-15-2008 |
| RR 51 (from TR 252 to SHELL PLANT) | Resource Road-Paved | 1 | W-13-25-5-W5M | 03-15-2008 |
| RR 264 (from TR 274 to TR 280) | Resource Road-Paved | 6 | W-28,33-27-26-W4M | 03-15-2008 |
| RR 264 (from TR 280 to HWY 72) | Resource Road-Paved | 6 | W-4,9-28-26-W4M | 03-15-2008 |
| RR 271 (from HWY 9 to TR 270) | Resource Road-Paved | 6 | W-25,36-26-27-W4M | 03-15-2008 |
| RR 283 (from TR 250 NORTH for 800m) | CN Resource Road-Paved | 5 | SW-3-25-28-W4M | 03-01-2013 |
| RR 283 (from TR 232 to HWY 560) | Ban Free-FWD Tested-Paved | 4 | W-15,22-23-28-W4M | 01-02-2018 |
| RR 284 (from HWY 567 to TR 274) | Ban Free-FWD Tested-Paved | 7 | W-16,21-27-28-W4M | 01-02-2018 |
| RR 285 / 100 ST (from HWY 1 SOUTH 800m) | High Load Corridor-Paved | 5 | NW-20-24-28-W4M | 05-05-2009 |
| RR 285 / 100 ST (from HWY 1 to TR 250) | High Load Corridor-Paved | 5 | W-29,32-24-28-W4M | 05-05-2009 |
| RR 285 / 100 ST (from TR 250 to HWY 564) | High Load Corridor-Paved | 5 | W-5,8,17,20-25-28-W4M | 05-05-2009 |
| RR 285 (from HWY 22X to TR 222) | Resource Road-Paved | 4 | W-17,20,29-22-28-W4M | 03-15-2008 |
| RR 285 (from GLENMORE TR to 61 AVE SE) | Resource Road-Paved | 5 | W-29,32-23-28-W4M | 06-14-2011 |
| RR 285 (from 61 AVE SE to TR 240) | Industrial/Commercial-Paved | 5 | W-32-23-28-W4M | 01-11-2018 |
| RR 285 (from TR 240 to PEIGAN TR) | Industrial/Commercial-Paved | 5 | W-5-24-28-W4M | 02-27-2017 |
| RR 290 (from TR 260 to HWY 566) | High Load Corridor-Paved | 7 | W-6,7-26-28-W4M | 03-10-2012 |
| RR 291 (from HWY 566 to TR 260) | Resource Road-Paved | 7 | W-1,12-26-29-W4M | 03-15-2008 |
| RR 291 (from HWY 566 NORTH for 500m) | Industrial/Commercial-Paved | 7 | W-13-26-29-W4M | 06-07-2016 |
| RR 292 (from CROSSIRON DR to HWY 566) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 03-29-2012 |
| RR 293 (from CROSSIRON DR to COL. ROBERTSON WAY) | Industrial/Commercial-Paved | 7 | NW-3-26-29-W4M | 11-07-2016 |
| TR 222 (from RR 285 EAST into BURNCO PIT) | Resource Road-Paved | 4 | S-17-22-28-W4M | 03-15-2008 |
| TR 232 (from RR 284 to HWY 791) | Resource Road-Paved | 4 | S-13,14,15,16-23-28-W4M | 03-15-2008 |
| TR 241B (from HWY 797 WEST for 2.0km) | Ban Free-FWD Tested-Paved | 4 | IN-10-24-27-W4M | 02-27-2017 |
| TR 250 (from CALGARY CITY LIMITS to RR 285) | CN Resource Road-Paved | 5 | S-6-25-28-W4M | 11-08-2013 |
| TR 250 (from RR 285 to RR 283) | CN Resource Road-Paved | 5 | S-5,4-25-28-W4M | 03-01-2013 |
| TR 252 (from JUMPING POUND RD to RR 50) | Resource Road-Paved | 1 | S-18-25-4-W5M | 03-15-2008 |
| TR 252 (from RR 50 to RR 51) | Resource Road-Paved | 1 | S-13-25-5-W5M | 03-15-2008 |
| TR 292 /ACME RD (from RR 10 to RR 13) | Resource Road-Paved | 6 | S-13,14,15-29-1-W5M | 03-15-2008 |
| TR 292 / ACME RD (from RR 290 to RR 10) | Resource Road-Paved | 6 | S-13,14,15-29-29-W4M | 03-15-2008 |

| ROAD NAME | ROAD TYPE | DIVISION | LOCATION | EFFECTIVE DATE |
|---|-----------------------------|-----------------|---------------------|-----------------------|
| TR 292 / ACME RD (from RR 284 to RR 290) | Resource Road-Paved | 6 | S-17, 18-29-29-W4M | 03-15-2008 |
| GLENDALE RD (from HWY 766 to GRAVEL PIT) | Resource Road-Paved | 9 | IN-27, 28-26-3-W5M | 03-15-2008 |
| JUMPING POUND RD (from TR 244 to HWY 1) | Ban Free-FWD Tested-Paved | 1 | W-29, 32-24-4-W5M | 01-02-2018 |
| JUMPING POUND RD (from HWY 1 to TR 250) | Resource Road-Paved | 1 | NW-32-24-4-W5M | 03-15-2008 |
| JUMPING POUND RD (from TR 250 to TR 252) | Resource Road-Paved | 1 | W-5, 8-25-4-W5M | 03-15-2008 |
| PEIGAN TRAIL (from 84 ST SE to RR 285) | Industrial/Commercial-Paved | 5 | IN-6-24-28-W4M | 09-17-2015 |
| FRONTIER RD (from 84 ST to RR 285) | Industrial/Commercial-Paved | 5 | IN-6-24-28-W4M | 02-27-2017 |
| FRONTIER PLACE (SOUTH off FRONTIER RD) | Industrial/Commercial-Paved | 5 | IN-6-24-28-W4M | 02-27-2017 |
| FRONTIER CRESCENT (SOUTH off FRONTIER RD) | Industrial/Commercial-Paved | 5 | IN-6-24-28-W4M | 02-27-2017 |
| 61 AVENUE SE (from 84 ST SE to RR 285) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 07-01-2011 |
| KLEYSEN WAY (from 84 ST SE to DUFF DR) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| DUFF DR (from KLEYSEN WAY to RYAN RD) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| RYAN RD (from 61 AVE SE to KLEYSEN WAY) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| WRANGLER DR (from 61 AVE SE to RYAN RD) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| WRANGLER PLACE (NORTH off 61 AVE SE) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| WRANGLER LINK (from WRANGLER WAY to 61 AVE SE) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| WRANGLER WAY (from WRANGLER RD to 61 AVE SE) | Industrial/Commercial-Paved | 5 | IN-31-23-28-W4M | 03-29-2012 |
| WRANGLER RD (from 84 ST SE to 61 AVE SE) | Industrial/Commercial-Paved | 5 | IN-30, 31-23-28-W4M | 03-29-2012 |
| WRANGLER CRES (from WRANGLER AVE to WRANGLER RD) | Industrial/Commercial-Paved | 5 | IN-30-23-28-W4M | 03-29-2012 |
| WRANGLER AVE (from 84 ST SE to BLUEGRASS DR) | Industrial/Commercial-Paved | 5 | IN-30-23-28-W4M | 03-29-2012 |
| BLUEGRASS DR (from WRANGLER AVE to RR 285) | Industrial/Commercial-Paved | 5 | IN-30-23-28-W4M | 03-29-2012 |
| PRAIRIE PLACE (PAVED PORTION NORTH off WRANGLER RD) | Industrial/Commercial-Paved | 5 | IN-30-23-28-W4M | 03-29-2012 |
| NORMAN PLACE (WEST off RR 283) | Industrial/Commercial-Paved | 4 | IN-21-23-28-W4M | 06-04-2018 |
| CROSSIRON BLVD (from CROSSIRON DR to HWY 566) | Industrial/Commercial-Paved | 7 | IN-9-26-29-W4M | 03-29-2012 |
| BASS PRO WAY (from INT of CROSSIRON BLVD/CROSSIRON RD WEST 1.1km) | Industrial/Commercial-Paved | 7 | IN-9-26-29-W4M | 03-29-2012 |
| DWIGHT MCLELLAN TR (from 144 AVE SE to HWY 566) | Resource Road-Paved | 7 | IN-3, 10-26-29-W4M | 08-01-2011 |
| CENTURY DOWNS DR (from CROSSIRON DR to DWIGHT MCLELLAN TR) | Industrial/Commercial-Paved | 7 | IN-10-26-29-W4M | 06-05-2017 |

| ROAD NAME | ROAD TYPE | DIVISION | LOCATION | EFFECTIVE DATE |
|---|-----------------------------|-----------------|-------------------|-----------------------|
| CROSSIRON RD (from CROSSIRON BLVD to DWIGHT MCLELLAN TR) | Industrial/Commercial-Paved | 7 | IN-9-26-29-W4M | 03-29-2012 |
| CROSSIRON DR (from HWY 2 to DWIGHT MCLELLAN TR) | Industrial/Commercial-Paved | 7 | IN-9,10-26-29-W4M | 03-29-2012 |
| CROSSPOINTE DR (from DWIGHT MCLELLAN TR EAST 400m) | Industrial/Commercial-Paved | 7 | IN-10-26-29-W4M | 06-05-2017 |
| CROSSIRON DR (from DWIGHT MCLELLAN TR to RR 292) | Industrial/Commercial-Paved | 7 | IN-10-26-29-W4M | 06-05-2017 |
| CROSSPOINTE RD (from DWIGHT MCLELLAN TR EAST 420m) | Industrial/Commercial-Paved | 7 | IN-10-26-29-W4M | 06-05-2017 |
| CROSSIRON DR (from RR 292 to RR 291) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 09-17-2015 |
| NOSE CREEK BLVD (from CROSSIRON DR to COL. ROBERTSON WAY) | Industrial/Commercial-Paved | 7 | IN-4-26-29-W4M | 11-07-2016 |
| JAMES JONES WAY (from NOSE CREEK BLVD to RR 293) | Industrial/Commercial-Paved | 7 | IN-4-26-29-W4M | 11-07-2016 |
| COLONEL ROBERTSON WAY (from NOSE CREEK BLVD to RR 293) | Industrial/Commercial-Paved | 7 | IN-4-26-29-W4M | 11-07-2016 |
| WRITING CREEK CRES (from 144 AVE SE to NOSE CREEK BLVD) | Industrial/Commercial-Paved | 7 | IN-4-26-29-W4M | 03-29-2012 |
| WESTLAND DR (EAST off RR 292) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 03-29-2012 |
| WAGON WHEEL LINK (from RR 292 to WAGON WHEEL BLVD) | Industrial/Commercial | 7 | IN-10-26-29-W4M | 03-29-2012 |
| WAGON WHEEL BLVD (WEST off WAGON WHEEL LINK) | Industrial/Commercial-Paved | 7 | IN-10-26-29-W4M | 03-29-2012 |
| WAGON WHEEL WAY (SOUTH off WAGON WHEEL BLVD) | Industrial/Commercial-Paved | 7 | IN-10-26-29-W4M | 03-29-2012 |
| WAGON WHEEL RD (from RR 292 to WAGON WHEEL CRES) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 03-29-2012 |
| WAGON WHEEL VIEW (SOUTH off WAGON WHEEL RD) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 03-29-2012 |
| WAGON WHEEL CRES (NORTH off WAGON WHEEL RD) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 03-29-2012 |
| WAGON WHEEL CRES (from WAGON WHEEL RD to CROSSIRON DR) | Industrial/Commercial-Paved | 7 | IN-11-26-29-W4M | 03-29-2012 |
| HIGH PLAINS RD (from RR 291 to HIGH PLAINS BLVD) | Industrial/Commercial-Paved | 7 | IN-1-26-29-W4M | 06-05-2017 |
| HIGH PLAINS BLVD (from HIGH PLAINS RD NORTH 500m) | Industrial/Commercial-Paved | 7 | IN-1-26-29-W4M | 06-05-2017 |

Schedule “C” – Definitions

- (1) **“Administration”** means the operations and staff of the County under the direction of the Chief Administrative Officer;
- (2) **“Annual Agricultural Permit”** means a permit provided by the County to Family Farm operations to haul feed, seed, grain, livestock, fertilizer and hay/straw on any County roads at one increment above the posted Road Ban;
- (3) **“Chief Administrative Officer”** means that individual appointed by Council into the position of Chief Administrative Officer for the County pursuant to the *Municipal Government Act*;
- (4) **“Annual Spring Road Ban Season”** means a time period, typically from early March to early June, during which time the County’s road system is subject to Road Bans;
- (5) **“Confined Feeding Operation”** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing, but does not include residences, livestock seasonal feed and bedding sites, equestrian stables, auction markets, racetracks or exhibition grounds;
- (6) **“Commercial Agricultural Operation”** means agricultural operations that do not meet the definition for a Family Farm. Typical operations include Confined Feeding Operations, large-scale crop and livestock production, and agricultural processing, distribution and service providers.
- (7) **“Council”** means the duly elected Council for the County;
- (8) **“County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
- (9) **“Court”** means a Court of competent jurisdiction in the Province of Alberta;
- (10) **“Designate”** means any Executive Director, Manager, Enforcement Officer or County employee authorized by the Chief Administrative Officer to act on behalf of the County;
- (11) **“Enforcement Officer”** means a member of the Royal Canadian Mounted Police (R.C.M.P.), a Peace Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act* S.A. 2006, c P-3.5, or Bylaw Enforcement Officer employed by the County in accordance with the *Municipal Government Act*;
- (12) **“Exempted Roads”** means roads along the County’s road system for which a Road Use Agreement will not be required on the basis that the roads have been designed and constructed to accommodate heavy hauling. These roads include commercial, industrial or resource roads, high load corridors or ban free FWD Tested Roads.

- (13) **“Family Farm(s)”** means any farm that is not managed by a commune, co-operative or non-family corporation.
- (14) **“FWD Tested Roads”** means roads whose load carrying capacity have been determined through Falling Weight Deflectometer testing.
- (15) **“Heavy Vehicle”** means a vehicle exceeding any one of the following: two (2) axles, 11 metres in length or a maximum allowable weight of 4,500 kilograms.
- (16) **“Municipal Government Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended from time to time;
- (17) **“Natural Resources”** means raw materials that include oil and gas, peat, sand and gravel, silt, clay, marl, limestone, gypsum, other precious and semi-precious minerals, timber and coal;
- (18) **“Person(s)”** means any individual or business entity including a firm, joint venture, proprietorship, association, corporation, organization, partnership, company or society and any other legal entity;
- (19) **“Road Ban”** means weight restrictions that reduce the maximum axle weight allowed on any carrying axle of a truck or trailer by a percentage specified by the County;
- (20) **“Road Use Agreement”** (RUA) means a written agreement between the County and the Persons wishing to conduct Transport Operations on County roads;
- (21) **“Traffic Safety Act”** means the *Traffic Safety Act*, R.S.A. 2000, Chapter T-6, as amended from time to time;
- (22) **“Transport Operations”** means the transportation of people, goods, materials and/or equipment; and,
- (23) **“Violation Ticket”** means a ticket issued pursuant to Part II or Part III of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended from time to time.

ROAD USE AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this date _____ day of _____, 2021

BETWEEN: Wheatland County
a Municipal Corporation having offices east of the
Town of Strathmore, Province of Alberta
(hereinafter referred to as the "Municipality")

AND: _____

(hereinafter referred to as the "Contractor")

The term of this Agreement will be from the Date Signed to December 2021

RE: Road Use Agreement for Construction, Intensive Truck Haul, Oil Field Activity, etc.

This Agreement will cover all requests that pertain to construction, intensive truck haul and oil field activity. Wheatland County will be notified with a description of proposed work including number of vehicles, type and intensity of vehicles and equipment used, a map with route being travelled, time frame, and location prior to work commencing. Approvals will be issued by Wheatland County staff and added to this agreement throughout the year. All further requests throughout the current year will be reviewed and if approved, added to the current Road Use Agreement

AND WHEREAS the Contractor’s use of the Road(s) may cause significant damage or changes to the Road(s);

AND WHEREAS the Municipality is the local road authority having jurisdiction regarding the Road(s);

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Prior to the commencement of the Contractor’s work, a representative of the Municipality will inspect the Road(s) and record his findings in an Inspection Report.
2. The Contractor shall provide a copy of the Engineered Plans or Haul Notification detailing the scope of work to be conducted including a list of construction equipment to be utilized and the volume of materials to be hauled onto or out of the site and the proposed route.
3. The Municipality, at its sole discretion, will establish the haul route for the transfer of materials. The Municipality reserves the right to change the haul route at any time for any reason.
- 4.

ROAD USE AGREEMENT

5. The Contractor shall provide to the Municipality all contact information for the Sub-Contractors working on the project and the Contractor will be responsible for any and all actions or damages of or caused by the Sub Contractors retained or hired by the Contractor.
6. The Contractor shall be responsible for dust control on any road or sections of road which forms part of the haul route (the "Haul Roads") unless the Municipality advises to the contrary in writing.
7. The Contractor shall provide copies of all permits and approvals from Alberta Environment, Department of Fisheries and Oceans, Department of Navigable Waters, as well as any other governing agency, associated with the Contractor's work.
8. The Contractor shall be responsible for repairing or paying for the repairs to the Haul Roads as a result of the Contractor's operations or any damage caused thereby. Any damage or change in condition of the Haul Road(s) not recorded in the Inspection Report shall be deemed to have been caused by the Contractor.
9. **The Contractor shall provide to Wheatland County an unconditional and irrevocable Letter of Credit ("LOC"), in a form and from a financial institution to be approved by the County, or a cash deposit, in minimum the amount of \$5,000.00 (five thousand dollars) prior to the commencement of the truck haul and the movement of any equipment (the requirement for a L.O.C. and the amount are at the discretion of Public Works) (the amount of the L.O.C. will be based on the type of road surface, the length of the road, and the condition of the road).**

It is a further condition of the LOC that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof unless at least 30 days prior to any such expiration date, the Municipality notifies the Contractor in writing by registered mail that the Municipality elects not to consider the LOC renewed.

10. The contractor shall indemnify and hold harmless the Municipality and its servants, agents, employees and representatives from and against all claims, demands, damages, payments, suits, actions, recoveries and judgements or every nature and description brought against the Municipality, or the Contractors or their agents, employees or Sub-Contractors in the repairing, the maintenance or usage of the Road(s) and this indemnification shall survive the expiry of this agreement.
11. The Contractor shall provide and maintain comprehensive general liability insurance in an amount not less than \$5,000,000.00 inclusive per occurrence. The Municipality is to be added as an additional insured under this policy for any and all claims arising out of the Contractor's operations (including Sub-Contractors retained by the Contractor). The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the Municipality, shall be provided to the Municipality prior to the commencement of any activity.

The Contractor shall provide and maintain automobile insurance on all vehicles owned, operated, or licensed in the name of the Contractor (or Sub-Contractors in his hire) in an amount not less than \$5,000,000.00.

ROAD USE AGREEMENT

12. All trucking shall comply with legal weight restrictions and shall take place between the hours of 7AM and 7PM, Monday through Saturday.
13. The Contractor shall comply with all safety regulations under the Occupational Health and Safety Act, all pertinent Provincial regulations, municipal bylaws and the Municipality's policies regarding Traffic Accommodation Strategies, public safety and consideration for the general public.
14. The Contractor shall be responsible for all amounts due to Workers' Compensation in accordance with the Workers' Compensation Act.
15. Wheatland County may suspend or cancel this agreement at any time if deemed necessary by the Public Works Department due to excessive damage to the haul road, or a breach of this agreement.

In the event that this agreement is suspended or cancelled, the Contractor shall cease operations immediately. **In the event the Contractor does not cease using the Road(s) after the suspension or cancellation of this agreement, at the discretion of the Public Works Department, the Contractor will pay the Municipality \$1,000.00 (one thousand dollars) for every trip made by the Contractor after the expiry or suspension of this agreement.** Issuance of a cease operation directive may be verbal or written and may be given to the Contractor or any employee of the hauling company.

16. This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns;
17. This agreement may be terminated should the Contractor fail to immediately comply with any of the above terms or conditions.

ROAD USE AGREEMENT

IN WITNESS WHEREOF I/We understand and agree to the terms and conditions of this Agreement:

Contractor: _____
Signature Name (printed)

Contractor Information:

Contact Number Contact Number

Email Address

Date: _____

This Road Use Agreement is hereby accepted and approved on behalf of the Municipality:

Approval Authority: _____
Signature Name (printed)

Approval Authority: _____
Signature Name (printed)

Date: _____



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 Contractors 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.

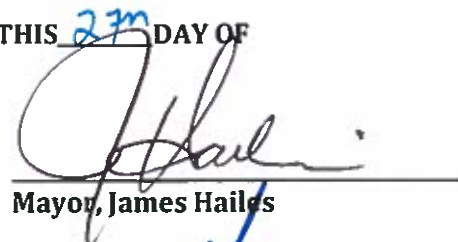
10. If a Road Use Agreement is required pursuant to section 9 of this Bylaw, it is an offence for a Prime Contractor or Subcontractor to commence, or cause, allow or permit to be commenced, the project prior to entering into the Road Use Agreement.
11. Any person who contravenes, or causes, allows or 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 27th DAY OF June, A.D. 2018.

READ A SECOND TIME THIS 27th DAY OF June, A.D. 2018.

HOLD A THIRD AND FINAL READING THIS 27th DAY OF June, A.D. 2018

READ A THIRD AND FINAL TIME AND FINALLY PASSED THIS 27th DAY OF June 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 seasonable 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.

SCHEDULE "C"
ROAD USE AGREEMENT
SPECIFIED PENALTIES

| Section | Penalty | Offense Description |
|------------------------------|----------------|--|
| <u>Bylaw 812-2018</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 st Offense | \$1000.00 | |
| 2 nd Offense | \$2500.00 | |
| 3 rd Offense | \$5000.00 | |
| 4 th Offense | \$10,000.00 | |
| <u>Schedule "A"</u> | | |
| Section 2 | \$1000.00 | Exceed the Seasonal Provincial Allowable Weight Limits. |
| Section 3 | \$350.00 | Fail to give 24 hour notice prior to move Well Servicing Projects. |
| Section 4 | \$350.00 | Fail to give 24 hour notice prior to move Drilling Rig Project. |
| Section 5 | \$250.00 | Parked vehicle/ component on Town Road adjacent to project. |
| Section 7 | \$10,000.00 | Refuse to reimburse Town for any work repaired by town. |
| Section 8 | \$1000.00 | Track on Roadway |
| <u>Schedule "B"</u> | | |
| | \$310.00/ Unit | Fail to purchase a haul/staging/parking permit. |
| | \$500.00/ Unit | Fail to purchase a Log Haul Permit. |
| Drilling Rig Permits | \$500.00 | Road Inspection fee PRE Rig Move |
| Drilling Rig Permits | \$500.00 | Road Inspection fee POST Rig Move |
| Service Rigs | \$250.00 | Road Inspection fee PRE Rig Move |
| Service Rigs | \$250.00 | Road Inspection fee POST Rig Move |



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 Contractors 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.

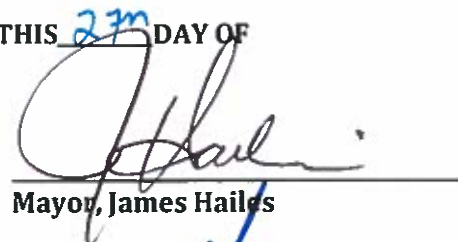
10. If a Road Use Agreement is required pursuant to section 9 of this Bylaw, it is an offence for a Prime Contractor or Subcontractor to commence, or cause, allow or permit to be commenced, the project prior to entering into the Road Use Agreement.
11. Any person who contravenes, or causes, allows or 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 27th DAY OF June, A.D. 2018.

READ A SECOND TIME THIS 27th DAY OF June, A.D. 2018.

HOLD A THIRD AND FINAL READING THIS 27th DAY OF June, A.D. 2018

READ A THIRD AND FINAL TIME AND FINALLY PASSED THIS 27th DAY OF June 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 seasonable 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.

SCHEDULE "C"
ROAD USE AGREEMENT
SPECIFIED PENALTIES

| Section | Penalty | Offense Description |
|------------------------------|----------------|--|
| <u>Bylaw 812-2018</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 st Offense | \$1000.00 | |
| 2 nd Offense | \$2500.00 | |
| 3 rd Offense | \$5000.00 | |
| 4 th Offense | \$10,000.00 | |
| <u>Schedule "A"</u> | | |
| Section 2 | \$1000.00 | Exceed the Seasonal Provincial Allowable Weight Limits. |
| Section 3 | \$350.00 | Fail to give 24 hour notice prior to move Well Servicing Projects. |
| Section 4 | \$350.00 | Fail to give 24 hour notice prior to move Drilling Rig Project. |
| Section 5 | \$250.00 | Parked vehicle/ component on Town Road adjacent to project. |
| Section 7 | \$10,000.00 | Refuse to reimburse Town for any work repaired by town. |
| Section 8 | \$1000.00 | Track on Roadway |
| <u>Schedule "B"</u> | | |
| | \$310.00/ Unit | Fail to purchase a haul/staging/parking permit. |
| | \$500.00/ Unit | Fail to purchase a Log Haul Permit. |
| Drilling Rig Permits | \$500.00 | Road Inspection fee PRE Rig Move |
| Drilling Rig Permits | \$500.00 | Road Inspection fee POST Rig Move |
| Service Rigs | \$250.00 | Road Inspection fee PRE Rig Move |
| Service Rigs | \$250.00 | Road Inspection fee POST Rig Move |

ROAD USE AGREEMENTS

PROCEDURES

There are seven (7) different categories under which a hauler may be required to enter into a Road Use Agreement with the Municipal District of Westlock.

Note: Road Use Agreements are required when extraordinary and/or extensive use of the municipal road system occurs.

1. Oilfield Industry
2. Log Haul Industry
3. Sand & Gravel Industry
4. Livestock Industry
5. Fertilizer Industry
6. Other Industries
7. Development Commercial/Industrial/Intensive Livestock

1. Oilfield Industry

- Oilfield companies must sign Road Use Agreements prior to any activities.
- No bond is required.

Note: Oil companies may supply their own grader. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

2. Log Haul Industry

- Any individual or corporation wishing to haul logs will be required to enter into a Road Use Agreement.

- **Bond required:**

| | |
|-----------------|-------------|
| ◆ 1 - 10 loads | \$1,000.00 |
| ◆ 11 - 50 loads | \$5,000.00 |
| ◆ 50+ loads | \$10,000.00 |

Note: If hauler supplies their own grader, the bond may be reduced by 50%. Any work done by the grader will be done to Municipal standards as determined by the Public Works Superintendent.

3. Sand & Gravel Industry

- Road Use Agreements will be required before commencement of hauls.
- Bond required:

| | |
|-----------------|-------------|
| ◆ 1 - 10 loads | \$1,000.00 |
| ◆ 11 - 50 loads | \$5,000.00 |
| ◆ 50+ loads | \$10,000.00 |

Note: If hauler supplies their own grader, the bond may be reduced by 50%. Any work done by the grader will be done to Municipal standards as determined by the Public Works Superintendent.

4. Livestock Industry

- Contractors or custom haulers of manure, silage or alfalfa are required to enter into a Road Use Agreement.
- Bond required:
 - ◆ 1 - 50+ loads \$3,000.00

Note: If contractors or custom haulers supply their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

5. Fertilizer Industry

- Retailers of fertilizer products whose business involves the hauling of such products within the Municipal District of Westlock will be required to enter into a Road Use Agreement (anhydrous ammonia tanks, dry fertilizer, etc.).
- Bond required:
 - ◆ 1 - 50+ loads \$3,000.00

Note: If haulers supply their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

6. Other Industries

- Any industry not covered in the above categories that anticipate excessive use of the municipal roads must enter into a Road Use Agreement at the discretion of the Bylaw Officer.
- Bond required:
 - ◆ 1 - 10 loads \$1,000.00
 - ◆ 11 - 50 loads \$5,000.00
 - ◆ 50+ loads \$10,000.00

Note: If haulers supply their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

7. Development Commercial/Industrial/Intensive Livestock

- The developer will be required to enter into a Road Use Agreement for construction of the operation only, at the discretion of the Bylaw Officer.
- The Bylaw Officer will consult with the Public Works Superintendent as to the anticipated impact on the infrastructure.
- Bond required:
 - ◆ Minimum \$3,000.00

Note: If developer supplies their own grader, the bond may be reduced by 50%. Any work done by their grader will be done to municipal standards as determined by the Public Works Superintendent.

Department:
Public Works & Engineering

Section:
OP - Operations

OP-02 Road Use Agreement

Policy Statement

Road Use Agreements are in place to protect County infrastructure and ensure that residents of Leduc County receive the least impact possible while still allowing business to function on Leduc County roads.

Definitions

Road: means any street, road or highway under the direction, control and management of Leduc County shown as a road on a plan of survey filed and registered with Land Titles or land used a public road, and includes a bridge forming a part of the public road and any structure incidental to the road.

Master Road Use Agreement: “MRUA” the overarching agreement signed by the company and the County which describes the legal obligations to the County for road use within its boundary and is completed with either a Long Term Permit or a Short Term Permit as determined by the Director, Public Works & Engineering or their designate. This agreement shall be renewed yearly. This agreement from time to time may be amended by the Director, Public Works and Engineering or his or her designate

Long Term Permit: means a “Schedule A” agreement provided by the Director, Public Works & Engineering or their designate that is for extended periods of time which states the route and conditions surrounding the road use agreement.

Short Term Permit: means a permit issued by Leduc County’s permit provider for multiple legal loads, drilling rigs or other movements as determined by the Director, Public Works & Engineering or their designate that require inspection, bonding and serve as an attachment to the MRUA.

Bonding: as a requirement of road use agreements, security in the form of bonds, irrevocable letters of credit or certified cheques to be used to pay for road damages. The amount of bonding shall not exceed 50% of the current cost of rebuilding the total length of the road assigned in accordance with the road use agreement.

Service Level Standards

Prior to undertaking any business, operation, activity or development, applicants must inquire with the Public Works Department to determine if a Road Use Agreement is required. Conditions that may require a Road Use Agreement include, but are not limited to:

- multiple loads (in excess of 5 loads per week, and/or continuing beyond the designated week), and/or
- excessive loads in terms of weight and/or
- heavy or oversized loads which exceed a road ban issued by Leduc County and/or
- in Leduc County’s sole judgement that damage may occur if subjected to the loads,

Persons or businesses as defined by Bylaw 27-18 who fail to obtain a road use agreement may be subject to fines as per Traffic Bylaw 27-18 or the latest revision thereof.

A road use agreement includes:

- Master Road Use Agreement
- A Long Term Permit and/or A Short Term Permit
- **Bonding as determined by the Director, Public Works and Engineering or their designate.**

Subject to applicant providing all required information including bonding, Leduc County will provide and process a Road Use Agreement within two business days.

| Approved Date: | Motion No: | Page No. |
|----------------|------------|----------|
| May 14, 2019 | 149-19 | 1 of 2 |

Department:
Public Works & Engineering

Section:
OP - Operations

A person or business who has entered into a MRUA with Leduc County shall comply with all terms and conditions of the road use agreement. If found to be in default of the terms and conditions of the same, the Director, Public Works and Engineering or their designate may either suspend or terminate the road use agreement.

Authority/Responsibility

The *Director, Public Works & Engineering* is responsible for maintaining & updating this policy and ensuring that the appropriate resources are available to meet the service levels.

The *Manager, Operations* is responsible for ensuring that the appropriate staff adheres to this policy.

Monitoring & Updating

Administration will provide updates to Council members monthly at Public Works Committee.

This Policy shall be reviewed every two years

| Approved Date: | Motion No: | Page No. |
|----------------|------------|----------|
| May 14, 2019 | 149-19 | 2 of 2 |

| Road Operations | | | |
|--|---|------------|------------|
| Item | Amount | GST | Total |
| Aggregate payment levy (Bylaw 04-20): | | | |
| All sand and gravel operators in the County shall report their shipments, in tonnes, from each individual pit on a quarterly basis, within 14 days after March 31, June 30, September 30, and December 31 each year as per section 7 Bylaw 04-20 | \$0.40 /tonne of sand and gravel Uniform Levy Rate | exempt | TBD |
| Late reporting penalties shall be added to the current community aggregate payment levy for failing to report the shipping amount in accordance with the timeframe specified in section 7 of Bylaw 04-20: | | | |
| First occurrence | \$150.00 | exempt | \$150.00 |
| Second occurrence | \$250.00 | exempt | \$250.00 |
| Third and subsequent occurrences | \$500.00 | exempt | \$500.00 |
| Late payment penalties on overdue account balances are equal to 2.6% per month of the outstanding balance owing on aggregate levy accounts per Schedule B | 2.6% | exempt | TBD |
| Snow plowing - after 3 free plows: | | | |
| per 1/2 hour or part thereof (minimum \$50) | \$50.00 | \$2.50 | \$52.50 |
| Rural road surfacing contribution (per lot) | \$8,325.00 | \$416.25 | \$8,741.25 |
| Dust suppression | | | |
| Item | Amount | GST | Total |
| Calcium top shoot (per application on prepaid basis): | | | |
| Residents only - first 122 metres (includes two applications) | \$374.50 | \$18.73 | \$393.23 |
| Additional metres /metre | \$8.77 | applicable | TBD |
| Business - first 122 metres (includes two applications) | \$1,070.00 | \$53.50 | \$1,123.50 |
| Additional metres | \$8.77 | applicable | TBD |
| Incorporated (per application on prepaid basis): | | | |
| Residents only - 122 metres | \$2,934.50 | \$146.73 | \$3,081.23 |
| Additional metres /metre | \$29.75 | applicable | TBD |
| Business - 122 metres | \$3,630.00 | \$181.50 | \$3,811.50 |
| Additional metres /metre | \$29.75 | applicable | TBD |
| Signs | | | |
| Item | Amount | GST | Total |
| Rural residential address signs: | | | |
| Sign and two posts | \$70.00 | \$3.50 | \$73.50 |
| Installation | \$20.00 | \$1.00 | \$21.00 |
| Address Signs A and B (place on existing post) | \$12.00 | \$0.60 | \$12.60 |

| | | | |
|--|----------|---------|----------|
| Installation | \$10.00 | \$0.50 | \$10.50 |
| Subdivision signs: | | | |
| Subdivision entrance sign (180cm x 90 cm sign and three posts) | \$425.00 | \$21.25 | \$446.25 |
| Installation | \$50.00 | \$2.50 | \$52.50 |
| Internal subdivision sign (sign and one post) | \$28.00 | \$1.40 | \$29.40 |
| Installation | \$20.00 | \$1.00 | \$21.00 |

| Road use agreements - application inspection fees | | | |
|--|----------|--------|----------|
| Item | Amount | GST | Total |
| Road use agreements - application inspection fees: | | | |
| Pre /post haul inspection | \$300.00 | exempt | \$300.00 |
| Additional inspections (if required) | \$200.00 | exempt | \$200.00 |



MASTER ROAD USE
AGREEMENT

Agreement No. _____

This Agreement made this _____ day of _____ A.D. _____.

BETWEEN:

LEDUC COUNTY
(hereinafter referred to as "the County")

of the First Part

and-

(hereinafter referred to as "the Company")

of the Second Part

WHEREAS the County has the direction, control and management of all roads within its municipality boundaries pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended and repealed and replaced from time to time;

AND WHEREAS the Company desires to transport goods and materials within the jurisdiction of the County pursuant to the terms as set out specifically by the Long Term or Short Term Permit which forms part of this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the terms and conditions hereinafter specified, the parties agree to as follows:

USE OF ROAD

1. Subject to the terms and conditions set out in this Agreement, the Company may transport the goods and materials as set out specifically in by the Long Term or Short Term Permit which forms part of this Agreement during the Term of the Agreement. All activity associated with this Agreement shall include the transport of goods, associated manpower and materials to and from the operations site along the Route and shall include start-up operations, on-going operations and wrap-up operations.

TERM

2. The term of this Agreement shall commence on the _____ day of _____ A.D. _____, and conclude on the _____ day of _____ A.D. _____.

INSPECTIONS

3.
 - a. The County shall conduct pre- and post-haul inspections of the Route as set out in by the Long Term or Short Term Permit which forms part of this Agreement, **A fee will be charged to the Company for pre- and post-haul inspections as** set out in the current Leduc County Fees and Charges Bylaw.

- b. The County shall conduct intermediate inspections of the Route Term or Short Term Permit which forms part of this Agreement to assess the condition of the Route and to determine the deterioration of the Route attributing to the Company.

COVENANTS AND OBLIGATIONS OF THE COMPANY

4. In consideration of the permission hereby granted by the County, the Company covenants and agrees to the following:
 - a. To pay for any and all damages which may result to roads, ditchways, culverts, bridges or other property on or adjacent to the Route, as determined by the County, acting reasonably;
 - b. To pay any and all expenses or out-of-pocket disbursements which may be incurred by the County in connection with the terms and conditions of this Agreement whether they be for inspection, escort, videotaping, supervision, monitoring or whatsoever;
 - c. To provide dust abatement measures, at the Company's own expense, on the Route where the Route passes in front of any residence or business which has been designated by the Public Works Designate and. Any segment(s) of road along the Route previously treated by the County with dust abatement materials, regardless of location from the centre line of the Route or its location to any residence or business, must be maintained by the Company as a dust abated segment during the term of this Agreement. The dust abatement measures will be performed up to the standards prescribed by the County and by Alberta Environment for use and application of dust abatement materials;
 - d. To provide daily clean-up of tracking material or other deleterious materials, including but not limited to mud, clay, garbage or any other foreign material falling from the Company's vehicles, deposited along the Route;
 - e. To provide weekly grading of all portions of the Route which consist of gravel roads in order to level the gravel if required as agreed upon by the Company and the Public Works Designate.
 - f. To confirm that no restrictions have been placed on the Route by the County prior to commencing any hauling for that day and if restrictions have been placed on any part of the Route, the Company must abide by such restrictions unless the Company has obtained an expressed written exemption from the County. This will include, but is not limited to, any axle loading restrictions or road bans that the County may, acting reasonably, place on the Route from time to time;
 - g. All trucks must carry a copy of the short term (permit from Roadata or long term (Schedule A) Agreement, in its entirety, during the effective dates of this Agreement and produce same when required by Leduc County or by a Peace Officer;
 - h. To provide any special signing and traffic control persons as required by law and the County to ensure the safety of others using the roads that comprise the Route;
 - i. To obtain and maintain all the necessary permits, licenses, approvals and authorizations and to comply with any restrictions or regulations as required by law, bylaw, County regulation or policy;
 - j. If requested to provide a complete written list of trucks to the Public Works Designate prior to commencement of any operations. Any changes to the list of trucks must be provided to the County; and
 - k. To abide by any additional terms and conditions as set out in by the Long Term or Short Term Permit which forms part of this Agreement

INDEMNIFICATION BY THE COMPANY

5. The Company shall at all times and without limitation, indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councilors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, claims or demands made by third parties, with respect to any occurrence, event, incident or matter cause by, and/or arising as a direct or indirect result of:
- a. Any act or omission of the Company and/or any of those persons for whom the Company is responsible at law (including, without limitation, any of its employees or subcontractors), whether occasioned by negligence or otherwise;
 - b. The costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Company; or
 - c. Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Company to be fulfilled, kept, observed or performed, as the case may be.

The provisions of this Section are in addition to and shall not prejudice any other rights of the County has at law or in equity. This Section shall survive the termination or expiry of this Agreement.

INSURANCE

6. Without in any way limiting the liability of the Company under this Agreement, the Company shall obtain and maintain in force during the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably;
- a. standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one of more persons or damage to or destruction of property;
 - b. a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. Independent subcontractors;
 - iii. Contractual liability including this Agreement;
 - iv. Broad form property damage endorsement; and v. Environmental liability.
 - c. Workers' Compensation coverage for all employees, if any, engaged by the Company in accordance with the laws of the Province of Alberta;
 - d. employers' liability insurance respecting employees, if any, of the Company with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Company; and
 - e. such other insurance as the County may from time to time reasonably require.
7. The Company shall ensure that all insurance coverage maintained by the Company in accordance with this Agreement shall name the County and any other party designated by the County as an additional named insured, contain a severability of interests or cross liability clause, and shall provide that no such

insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County.

8. All liability insurance shall be maintained continuously until TWELVE (12) months after the conclusion date of this Agreement.
9. The Company shall, upon request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Company as set forth herein shall be borne by the Company.

MAINTENANCE AND RESTORATION OF ROUTE

10. The Company accepts responsibility for all road damage caused as a result of its use. The Company further agrees to restore the roadways, road allowances, drainage ditches and bridges that comprise the Route to the condition they were in as of the commencement date of this Agreement.
11. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the County and another user, the Company accepts responsibility for all road damage caused as a result of the shared use of the Route or portions of the Route by the Company and any other user(s) of the Route or portions of the Route that are party to another road use agreement(s) with the County.
12. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) between the County and another user, and this Agreement concludes or is terminated, the Company agrees to complete all maintenance and restoration work on the Route required by the County in accordance with this Agreement regardless of whether the road damage necessitating that maintenance and restoration work resulted from the use of the Route or portions of the Route by the Company or by another user(s). If the Company incurs maintenance and restoration expenses for work on the Route, and all or a portion of the expenses incurred arise from the shared use of the Route or a portion of the Route by another user(s) pursuant to a road use agreement(s) with the County, the County shall use reasonable efforts to give such assistance to the Company as it can legally give in the recovery of expenses incurred by the Company in excess of the Company's proportionate share of such shared maintenance and restoration expenses from other user(s) of the Route or portions of the Route by requiring payment of same by other user(s) as a condition of any road use agreement(s) between the other user(s) and the County; however, the County shall not be responsible for payment of any portion of the shared maintenance and restoration expenses incurred by the Company.
13. Where the Route includes all or portions of a route(s) used by another user(s) pursuant to a road use agreement(s) with the County, and the road use agreement between the County and the other user(s) concludes or is terminated prior to the conclusion of this Agreement, the Company shall reimburse any such user for the Company's proportionate share of maintenance and restoration expense that are incurred by that user.
14. Where this Agreement has concluded or is terminated and the Route continues to be used by another user(s) pursuant to a road use agreement(s) between the County and that user(s), the County may, at its sole discretion which shall be exercised reasonably, permit the Company to defer its immediate obligations regarding maintenance and restoration work if the Company can provide to the County proof of an agreement duly entered into between the Company and the remaining user(s) whereby the remaining user(s) agree to complete all required maintenance and restoration work, including the Company's proportionate share of said work, upon the conclusion or termination of the remaining user(s)'s road use agreement(s).
15. As determined by any inspection of the Route contemplated pursuant to Section 3 above, the County, at its sole discretion and acting reasonably, shall determine what maintenance or restoration work, if any, is required of the Route to be completed by the Company, at the Company's sole expense. The restoration shall include maintenance of the road surface in a safe condition by adding surface material as well as

restoration of the surface to an “as-found” condition prior to the expiry of this Agreement.

16. Such maintenance and restoration work to be undertaken at the Company’s sole expense must be completed within 48 hours of the County providing notice of such repair and restoration and may be undertaken by the County at the Company’s request or by a contractor, approved by the County, acting reasonably, hired by the Company. The Company may request for a longer period to complete the repair and restoration work if such work, as approved by the County, is of sufficient merit to extend the period beyond 48 hours. Notwithstanding the above, in the case of an emergency, as determined by the County, the Company shall be required to commence the maintenance or restoration work within one hour of the County providing notice of such emergency repair or restoration and complete such work within 24 hours.
17. If a grader and/or dust abatement equipment, which is to be supplied at the expense of the Company and is required to maintain or restore the Route in good condition and/or to provide dust control, compromises traffic safety including sight conditions, health conditions, etc., appropriate safety measures must be immediately and continually undertaken by the Company, at its sole expense, and must meet the standards so prescribed by the County.
18. The County may, but is not obligated to, perform any road maintenance and restoration it deems appropriate throughout the term of this Agreement to the Route based upon an inspection performed in accordance with Section 3 of this Agreement. The County may provide to the Company an invoice and the Company agrees to pay the said invoice within THIRTY (30) days of receipt of any invoice for the work completed by the County that is attributable to the activities of the Company.

SECURITY

19. The Company will provide Security pursuant to Leduc County Municipal Policy TS-13-04 Road Use Agreement, as amended or replaced from time to time and in the amount as determined by the Public Works Designate
20. The security shall be provided in the form of Letter of Credit, Insurance Bond, Certified Cheque or Bank Draft.
21. If the Security provided pursuant to Section 15 is provided in the form of an irrevocable letter of credit, the letter of credit shall be issued by a Chartered Bank or Treasury Branch with a term of at least ONE (1) year and shall contain provisions for either:
 - a. A covenant by the issuer that if the issuer has not received a release from the County SIXTY (60) days prior to the expiry of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year; or
 - b. A right on the part of the County to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the Municipality has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least SIXTY (60) days prior to the expiry of the security.
22. The County may invoke the provisions of Section 15 regarding Security, and cash or make demands as payee and beneficiary under the Security provided by the Company to the County pursuant to the requirements of this Agreement in the event that the County is of the opinion that:
 - a. The Company by any act or omission is in default or breach of any term, condition or covenant of this Agreement;
 - b. The Company has been required to repair or restore any damage to the Route in accordance with the provisions of this Agreement and the Company has failed to undertake such repair or restoration or pay the costs and expenses of such repair and restoration within THIRTY (30) days after receipt from the County of an invoice; or

c. The Security to be provided by the Company to the County pursuant to this Agreement is due to expire within SIXTY (60) days and the Company has not deposited with the County a renewal or replacement of such Security in terms and form acceptable to the County.

22. In the event that the County has negotiated or called upon the Security to be deposited by the Company with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County deems fits to discharge the obligations of the Company pursuant to this Agreement.

23. No security under this Agreement will be returned to the Company until all operations and obligations of the Company have been concluded in accordance with this Agreement. In that regard, the Company shall notify the County of the termination of its operations contemplated by this Agreement. Security provided under this Agreement shall not be transferred to another operation and subsequent road use agreement until the Company has completed and complied with of any and all obligations under this Agreement.

ENFORCEMENT

24. Failure to obtain a Road Use Agreement may result in fines as per bylaw 27-18

25. The failure by the Company to abide by any of the terms described in this Agreement may result in the immediate suspension or termination of the Agreement by the County, as per policy 27-18

25. Notwithstanding Section 20 this agreement may be terminated without cause at any time by the County by giving SEVEN (7) days written notice to the Company.

GENERAL TERMS

26. The provisions of this Agreement shall survive the termination or expiration of this Agreement, as the context may require, and shall not be merged therein or herewith.

27. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if in writing and is faxed, mailed or delivered to the intended party at the address specified below for such recipient or, as to either party, at such other address as either party may furnish to the other from time to time. Except as otherwise provided in the Agreement, all communications shall be deemed to have been duly given when transmitted by facsimile or personally delivered or, in the case of registered mail, upon receipt, in each case given or addressed as aforesaid:

TO the County: LEDUC COUNTY
101, 1101 – 5 Street
Nisku, AB, T9E 2X3
Fax: 780-955-7814

Attention: _____
Email PWE@leduc-county.com

TO the Company: _____

Fax: _____
Attention: _____

29. No waiver of any breach of any representation, warranty, obligation, covenant, or condition in this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived.

30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta

31. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

32. All of the provisions of this Agreement will be treated as separate and distinct any if any provision hereof is declared invalid, the other provisions will nevertheless remain in full force and effect.

33. This Agreement is non-transferable but shall ensure to be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunder affixed their seals of their proper officers as of the day and year first above written.

LEDUC COUNTY

Date: _____

Per: _____ c/s

Date: _____

Witness: _____

"COMPANY"

Date: _____

Per: _____ c/s

Date: _____

Witness: _____

Schedule "F"

Unless otherwise indicated, all fees are GST applicable ("E" indicates GST exempt, "I" indicates GST included in price) Any refunds will be issued in the same method as the original payment

| TRANSPORTATION SERVICES | Unit | Price |
|---|-----------------------------|--------------|
| 1. Dust Suppression – Calcium Chloride | | |
| Basic application (100 m) | | 405.00 E |
| Additional application (to a maximum of 100 m extra) | Per 10 m | 118.00 E |
| Late fee (April 17 – May 17) | | 100.00 E |
| 1.1. Dust Suppression - Oil | | |
| Basic application (100 m) | | 4,165.00 E |
| Additional application (to a maximum of 100 m extra) | Per 10 m | 494.00 E |
| Late fee (April 17 – May 17) | | 100.00 E |
| 1.2. Dust Suppression – Mineral Oil | | |
| Basic application (100 m) | | 1,097.00 E |
| Additional application (to a maximum of 100 m extra) | Per 10 m | 187.20 E |
| 2. Private Work | | |
| Graders | | |
| 14 Series | Hour | 245.00 |
| 160 Series | Hour | 220.00 |
| All Other equipment (dozers, heavy graders, scrapers) | Alberta Road Builders Rates | |
| 3. Off-site Road Levy | | |
| See applicable Off-site Levy Bylaw for rates | | |
| 4. Private Driveway – Plowing or Grading | Each | 110.00 |
| 5. Road Use Inspection | Each | 250.00 |
| 6. Over-dimension/ Over-weight Permit | Each | 20.00 E |



Copy of this Schedule to be carried in all vehicles subject to this agreement/permit

ROAD USE AGREEMENT / PERMIT No. _____

SCHEDULE "A"

If insufficient space provided, requested information may be included on a separate document; please note that the information is attached in the respective area and attach the additional information to this Schedule.

Company Name: _____

Field Contact and Number: _____

1. Product / Equipment being hauled: _____

Start Date: _____ **End Date:** _____

Days & Hours of Operation: _____

Start Location: _____ **End Location:** _____

2. Haul Route: _____

(Attach haul route map if available)

Number of Loads: _____

3. Vehicles, Equipment included in this Permit: _____

4. Project Description:

5. Listing of Subcontractors and contact information: _____

6. Red Deer County personnel to be notified 24 hours before the haul and not more than 12 hours after completion of the haul; 24 hours' notice is required if a haul is discontinued then restarted.

Red Deer County personnel contact name and number:

7. Red Deer County Development Permit No. _____ Development Permit not required _____

Wetaskiwin Fee Schedule

BYLAW 2021/17 SCHEDULE "I" FEES & CHARGES – PUBLIC WORKS

| PUBLIC WORKS | |
|--|---|
| Approach Approval | \$100.00 per approach per inspection |
| Rush Approach Approval | \$250.00 |
| Pre & Post Inspection Fees | \$450.00 |
| Fixed Municipal Fee (TRAVIS) | \$20.00 per permit |
| Pipeline & Utility Crossing Approval | \$100.00 |
| Rush Pipeline & Utility Crossing Approval | \$250.00 |
| Dust Control <ul style="list-style-type: none"> • prior to deadline • after deadline • re-treatment | <ul style="list-style-type: none"> • \$6.50/lineal meter • \$8.50/lineal meter • \$6.50/lineal meter |
| Playground & Children Playing – Warning & Cautionary Signs | <ul style="list-style-type: none"> • \$150.00 for the supply & install of one (1) sign • \$250.00 for the supply & install of two (2) signs |
| Administration Fees – Winfield Fire Department Fuel Billings | \$25.00/billing |
| Management of Road Allowances and Road Plans: | |
| ▪ Application to close a road allowance for lease, purchase or consolidation. | \$1,000.00 |
| ▪ Transfer of Road Allowance Lease (to adjoining property owner) | \$100.00 |
| ▪ Annual Lease Fee (cost per acre per year)*: | \$20.00 |
| *Minimum Charge per Year | \$20.00 |



Mackenzie County

REQUEST FOR DECISION

| | |
|----------------------|--|
| Meeting: | Committee of the Whole Meeting |
| Meeting Date: | February 1, 2022 |
| Presented By: | Caitlin Smith, Manager of Planning and Development |
| Title: | Policy DEV001 Urban Development Standards & Policy DEV007 Rural Development Standards |

BACKGROUND / PROPOSAL:

Council requested that the Urban Development Standards Policy DEV001 and Rural Development Standards Policy DEV007 be brought forward for review.

Policies DEV001 and DEV007 provide guidelines regarding services and standards to be installed and constructed for new developments inside and outside of hamlet areas.

The current Urban Development Standards for roads include asphalt with curb and gutter except under special circumstances; as well as sidewalk on both sides of the road in all residential and commercial areas. Council can make policy amendments to change the standards in place which would affect the cost of development and the cost of maintenance such as snow removal.

Another item to be added would be the requirement of all industrial subdivisions to construct a turning lane and a wider approach when entering collector roads.

Current Rural Development Standards for roads include that they must adhere to engineering guidelines and meet the requirements of the General Municipal Improvements Standards and Public Works Policy PW039.

OPTIONS & BENEFITS:

Option 1: To recommend to Council to amend Policy DEV001 Urban Development Standards as discussed.

Option 2: Table Policy DEV001 Urban Development Standards for more information.

Author: N Friesen **Reviewed by:** C Smith **CAO:** _____

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For discussion.

Author: N Friesen Reviewed by: C Smith CAO: _____

MACKENZIE COUNTY

| | | | |
|--------------|------------------------------------|-------------------|---------------|
| TITLE | Urban Development Standards | POLICY NO. | DEV001 |
|--------------|------------------------------------|-------------------|---------------|

| | |
|------------------------------|--|
| LEGISLATION REFERENCE | Municipal Government Act, Part 17, Division 6/7 |
|------------------------------|--|

PURPOSE

To establish minimum urban development standards that ensure all urban development is consistent with municipal plans, policies, and bylaws, and to provide clarity to developers respecting the County expectations for urban development. Urban development within the hamlets of Mackenzie County shall be fair, while guaranteeing all future municipal infrastructure meets the engineering and design requirements of the County.

POLICY STATEMENT

Mackenzie County and developers have a shared responsibility for defining and addressing the existing and future needs of each hamlet by creating development policies consistent with Mackenzie County plans, policies, and bylaws. Mackenzie County will provide guidance and vision for development objectives. These policies will be applied equitably and fairly to all within each hamlet.

All beneficiaries of new development should participate in the cost of providing and installing infrastructure in their respective hamlet on an equitable basis that relates to the degree of benefit, through the use of off-site levies, local improvement bylaws, and Endeavour to Assist clauses.

GUIDELINES

1. Mackenzie County will:
 - a) adopt development standard requirements for individual urban zonings as indicated in this policy and detailed within the General Municipal Improvement Standard (GMIS),
 - b) determine who is responsible for installation of the infrastructure as indicated in this policy,
 - c) determine who is responsible for the cost of installing the infrastructure as indicated in this policy, and
 - d) establish the mechanism of any cost sharing, Endeavour to Assist, or other financial considerations.
2. The developer will be responsible for all costs except where otherwise indicated in this policy.

DEFINITIONS

Development Agreement: A contract entered into between the municipality and the developer respecting the installation of municipal improvements and adherence to all conditions of approval.

Development Approval: The subdivision/development approval where the application process has been followed and an approval subsequently issued by the County's subdivision/development authority.

Endeavour to Assist: The developer can request that the designated portion of the costs of various municipal improvements paid for by the developer which benefit lands other than the developer's lands be reimbursed or shared. The County does not guarantee reimbursement of these costs.

GMIS: The General Municipal Improvement Standards (engineering guidelines) for the County.

Off-site Levy: The charges payable to the County by the developer for the use and benefits received from the existing or proposed municipal improvements as stated in the Alberta Municipal Government Act.

Local Improvement Bylaw: Local improvements are capital construction (municipal improvement) projects that Council considers to be of greater benefit to a particular neighbourhood of the municipality than to the whole municipality, and that are to be paid for in whole or in part by a tax imposed as a local improvement.

Rural Standard: Asphalt road surfacing, ditches/swales, shallow utilities, street lighting. Gravel roads may be considered in lieu of asphalt as outlined elsewhere in this policy.

The County: Refers to Mackenzie County.

Urban Standard: Curb and gutter, sidewalk, shallow utilities, metal light standards with underground servicing, asphalt road surfacing, and storm sewer.

Zoning: Land use district designations as per the Land Use Bylaw.

FUNDING

Funding for municipal infrastructure improvements required to support an approved development will be provided by the developer. The County, through Endeavour to Assist provisions in the Development Agreement, may provide assistance to the

developer when oversizing is required to collect funds from benefitting lands when the benefitting lands are developed.

When the County constructs municipal improvements in advance of development, the County will, through an Off-site Levy bylaw(s), collect apportioned costs as assigned to benefitting lands.

Where a development requires an arterial road to be constructed, the County shall only consider covering the costs of upgrading the road from a collector to an arterial standard, and shall, whenever possible, utilize the mechanisms provided for by Off-site Levy or Local Improvement Bylaw(s) to recover those costs.

All oversizing requirements shall be clearly identified by the developer on the tentative subdivision plan along with a written request for cost sharing, prior to final approval by the subdivision authority.

The County may consider providing a portion of the funding when oversizing, Off-site Levy, Endeavour to Assist or other mechanism are required, however this will be subject to negotiation and Council approval prior to the commencement of construction.

Any cost sharing or other funding commitment by the County must be included in the Development Agreement and form part of the contractual commitment of each party. The County will not retroactively consider requests from a developer for funding or cost sharing where a Development Agreement has already been entered into for the project.

URBAN DEVELOPMENT STANDARDS

The minimum standards for new development are summarized in Table 1 on the following page.

UTILITIES

Power

New power installations shall ideally be underground. Industrial areas may be serviced by overhead power, but commercial and residential areas shall have underground servicing. Where infill development occurs, the development shall utilize the existing standard that services the area.

In residential and commercial areas, overhead servicing will only be considered where the developer has provided verification that underground installation is not viable, considering continuity with existing power supply, lot sizes and anticipated use, and other criteria as deemed necessary.

Table 1: Zoning Standards Chart

| Road Classification | Zoning | | | | | |
|--|--|--|--|--|--|--|
| | Residential | | Commercial | | Industrial | |
| | HR ¹ , MHC, MHS | H-CR | FV-CC, LC-TC, LC-MS | FV-HC, LC-HC | FV-LI, LC-LI | FV-HI, LC-HI |
| Arterial Hamlet 40 m min ROW width | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power |
| Collector Hamlet 26 m min ROW width | <ul style="list-style-type: none"> urban or rural standard² | <ul style="list-style-type: none"> rural standard sidewalk u/g power | <ul style="list-style-type: none"> urban standard | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> rural standard sidewalk o/h power | <ul style="list-style-type: none"> rural standard o/h power |
| Local Hamlet 20 m min ROW width | <ul style="list-style-type: none"> urban or rural standard² | <ul style="list-style-type: none"> rural standard u/g power | <ul style="list-style-type: none"> urban standard | <ul style="list-style-type: none"> urban or rural standard² sidewalk u/g power | <ul style="list-style-type: none"> rural standard o/h power | <ul style="list-style-type: none"> rural standard o/h power |
| Core Hamlet 22 m min ROW width | <ul style="list-style-type: none"> urban standard | N/A | <ul style="list-style-type: none"> urban standard | N/A | N/A | N/A |

All overhead power servicing shall utilize the utility rights-of-way and be located behind the lots. Road crossings, especially in industrial areas, shall be designed to permit over size loads to safely traverse.

Lighting

Street lighting shall be installed in all new developments as per *Illuminating Engineering Society* and *Transportation Association of Canada (TAC)* criteria. Street lighting shall ideally utilize steel light standards but in areas developed to a rural standard, wood standards may be allowed.

Overall continuity, esthetic, maintenance costs, and likelihood of redevelopment requiring relocation of light standards shall all be considered when determining if wood or steel standards are required.

Natural Gas

Gas servicing shall be provided to new developments. Installation shall be in keeping with the utility provider's current standard practice.

Depending on the location within the County, the developer may be required to install gas servicing as part of the improvements, in other areas the utility provider will independently install gas servicing as building development occurs.

Telephone/Broadband

¹ Applies to the H-R1, H-R1A, H-R1B, and H-R2 Districts.

² The standard will be determined by the County through the evaluation of anticipated traffic volumes, design speed, continuity with existing infrastructure and future proposed upgrades, and other criteria as deemed relevant.

Telephone and/or data infrastructure shall be provided for all developments, to the specifications of the local telecommunications provider.

Installation of higher grade infrastructure is encouraged in order to offer telecommunications providers better options for providing digital data to the community.

Storm Sewer

Design criteria shall be in accordance with the County's GMIS.

Storm drainage shall be provided for all developments. The general level of service required by the County respecting storm water management shall be in keeping with the dual drainage concept utilizing major and minor collection systems.

All urban standard development shall include an integrated surface and underground (major and minor) storm sewer system. All rural standard developments are anticipated to primarily use a surface drainage (major) system to manage storm water, however integration with an underground (minor) system may be required by the County.

Storm water retention ponds shall be constructed in accordance with design criteria established in the GMIS to reduce the downstream effects of the development. Ponds shall be constructed to service large areas, and be thoughtfully integrated with the subdivision design. All new developments shall create zero net change to the existing storm sewer peak flows. The County retains the ability to alter storm pond placement.

Sanitary Sewer

Design criteria shall be in accordance with the County's GMIS.

Sanitary sewer shall be provided for all developments.

In areas that are to be developed as row housing or condominiums, each proposed unit shall receive a separate service from the main line.

In areas that are zoned for either low or medium density development but at time of land development the future build out is undetermined, sewer servicing shall be upsized to ensure adequate capacity.

Sanitary sewer installations shall be gravity based. If, for economic or construction rationale, a gravity system is determined to not be feasible in an area, a detailed engineering report shall be provided to the County explaining the challenges, and how a low pressure system will help to alleviate the challenges. The report shall include details regarding site density, soil types, water tables, existing development, terrain, economics and any other factors that are perceived as a hindrance to installing a gravity system.

Water

Design criteria shall be in accordance with the County's GMIS.

All new developments shall include the installation of a municipal water system that provides adequate fire flow volumes.

In areas that are to be developed as row housing or condominiums, each proposed unit shall receive a separate service from the main line.

In areas that are zoned for either low or medium density residential development, but at time of land development the future build out is undetermined, water servicing shall be upsized to ensure adequate capacity.

Service Connections on Private Land

For all high density or large lot development with multiple buildings serviced from an internal network, an isolation valve shall be provided at the property line. All internal underground servicing shall be engineered to meet *Alberta Environment and Parks Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems*, and a copy of the engineered drawings shall be provided to the County for review prior to installation.

All private hydrants and valves shall be properly maintained to the standards set forth in the GMIS. Preventative maintenance shall be performed annually, with records provided to the County utilities department. Alternately, the utilities department may be contracted to perform the preventative maintenance.

ROADS AND ROAD EDGE

Design criteria shall be in accordance with the County's GMIS.

All new roads constructed within hamlets shall be asphalt surfaced unless otherwise noted in this Section. Paving may be delayed until such time as there are additional paving projects in the area in order to save on cost and increase the project viability. In such cases of pavement delay, the road base may require additional work prior to pavement application.

Arterial

Arterial roads shall be located as required to facilitate the efficient movement of vehicles and goods into and around a community. They shall typically be placed a minimum of 800 m apart.

Arterial roads shall be asphalt surfaced in all cases.

Where existing private properties already access directly onto an arterial road, sufficient traffic lanes must be provided to ensure a consistent traffic flow. Where possible, shared driveways and/or service roads shall be utilized in order to concentrate the turning movements of traffic.

Approach locations shall be well defined in order to help delineate where to expect traffic turning. Developments along arterial roads shall have parking areas of sufficient size so as to eliminate the need for traffic backing onto the roadway when leaving a property.

Driveways onto private properties shall be minimized, as moving traffic and goods are the primary priorities. Turning lanes shall be utilized to help maintain the flow of traffic with minimal disturbances.

It is anticipated that traffic signalization will be required where arterial roads intersect, and potentially where collector roads intersect with arterial. Traffic warrant studies shall be conducted for all such intersections, as deemed necessary by the County.

Conventional grass swales (ditches) may be utilized along arterial roads, but ditch slopes shall consider maintenance and aesthetics.

Arterial roads should not allow for any on street parking.

Trees shall be planted between the curb and sidewalk, to provide shade, provide protection, and help define the pedestrian space. It is strongly encouraged to plant additional trees behind the sidewalk, on private property, in order to avoid conflicts with underground utilities. Acceptable tree options are provided for in the GMIS.

Collector

Collector roads shall typically be spaced about 300 m to 400 m apart, with intersections onto arterial roads at the same intervals in order to facilitate efficient traffic movement. When deciding on collector road location, adjacent land uses and existing and proposed arterial and collector road locations shall be considered.

Collector roads shall be asphalt surfaced in all cases.

Conventional grass swales (ditches) may be utilized along collector roads, but ditch design shall consider available right-of-way width, maintenance and aesthetics.

When possible, locate buildings which are likely to draw high amounts of traffic to property that has direct access to an arterial road.

Trees shall be planted between the curb and sidewalk (if not monolithic), to provide shade, provide protection, and help define the pedestrian space. It is strongly encouraged to plant additional trees behind the sidewalk, on private property. Trees shall be located as to avoid conflicts with underground utilities. Acceptable tree options are provided for in the GMIS.

Use curb bump-outs to help delineate parking lanes, and to prevent them from being used for through traffic.

Roundabouts are encouraged at intersections that are anticipated to see high traffic volumes but where signalization is not warranted. These are also effective at calming traffic and limiting speed while maintaining a consistent traffic flow. Consideration shall be given to ensure that sight lines are not negatively impacted at other intersections or onto private driveways.

Local

Local roads shall constitute the majority of roads within the communities. Their objective is to provide access to each individual property, and the primary purpose is to facilitate slow moving traffic frequently interrupted by vehicle turning movements and pedestrians.

Local roads shall be asphalt surfaced in all residential and commercial Land Use Districts. The requirement for asphalt may be waived at the discretion of Council in industrial areas if the following criteria are met:

- Asphalt aprons shall be constructed to prevent the spread of gravel onto collector roads;
- Dust control;
- Other?

On street parking is a staple feature of local roads in residential and commercial areas. Local roads constructed to a rural standard shall utilize swales or ditches for storm water management.

Trees shall be planted to provide shade and help define the pedestrian space. Trees shall be located as to avoid conflicts with underground utilities. Acceptable tree options are provided for in the GMIS.

Core Hamlet

Roadways shall be designed to allow adequate movement of vehicular traffic with access to both on street parking and private parking. Pedestrian movement is a key consideration when considering streets within the Core district.

Crosswalks shall be clearly marked, and may be located mid-block to help facilitate safe and efficient pedestrian movement.

Sidewalks shall be located on both sides of all streets in the Core area to help facilitate higher pedestrian volumes and encourage pedestrian traffic.

Trees shall be planted within or behind the sidewalks to provide shade, provide safety and to help delineate the pedestrian space. Property owners shall be strongly encouraged to plant trees on their properties to help create the sense of place and to ensure the Core is visually appealing and attracts pedestrian traffic.

Whenever possible, buildings, streets and sidewalks shall be oriented in a manner that capitalizes on sun exposure and slows winds from prevailing directions.

Sidewalks

Sidewalk grades shall be minimally impacted by driveways. The sidewalk surfacing material shall be continuous across the crossing.

In locations of high pedestrian traffic, create visually distinct markings (eg. colored pavement, zebra stripes) on the driving surface to delineate the pedestrian crossing locations.

Utilize curb bump-outs to reduce the length of crosswalks, prevent parking near intersections, and increase safety by eliminating the parking lanes as through traffic lanes.

Sidewalks shall be located in all areas where even moderate levels of pedestrian traffic are anticipated.

Sidewalks shall be located along both sides of arterial roads, both sides of collector roads where high traffic volumes are anticipated, and on one side along low volume collectors and local roads. Refer to Table 1: Zoning Standards Chart for additional information regarding the requirements for sidewalks.

Greenlink corridors identified in the La Crete ASP shall have a sidewalk and an asphalt path, on opposite sides of the road ROW. This same standard shall be applied to arterial and high volume collector roads.

Private Roads

Private roads shall be designed and constructed in accordance with accepted engineering standards and a copy of the engineered drawings shall be provided to the County for review prior to construction. Although right-of-way widths may be reduced due to lot constraints, road design, materials testing and other related activities shall be undertaken as if it were a public road. This applies to developments such as Manufactured Home Parks and commercial developments with multiple tenants on a common property.

HAMLET REDEVELOPMENT

Design criteria shall be in keeping with the County's GMIS.

Redevelopment Standards

For all areas being redeveloped, the goal is to improve the infrastructure to match the criteria for new development of the same zoning. This will not always be possible because of the existing right-of-way widths and adjoining development.

Whenever a redevelopment is proposed and there are existing restrictions (eg. ROW widths), a brief engineering report shall be prepared outlining the long term benefits of

working around the obstacles, or removing the obstacles and meeting the criteria of a new build.

This report shall include but shall not be limited to:

- short and long term cost analysis
- future traffic (vehicular and pedestrian) flow implications
- potential safety compromises (lane widths and sight distances)
- esthetic impact
- all other relevant information.

Consideration shall always be provided to account for continuity and additional future plans. If the esthetic of a neighborhood is to be maintained, careful consideration shall be given when upgrading a street to maintain the current esthetic. Careful transitioning from curb and gutter roads to roads with a detached sidewalk and bioswales may be necessary to match the esthetic of a neighborhood without negatively impacting the overall esthetic along the roadway, or the pedestrian and vehicular traffic capabilities along the street.

Funding

When road upgrades in heavy commercial/industrial areas are warranted, the costs of asphalt and street lighting shall be split evenly between the County and property owners adjacent to the improvement area. The County will create Local Improvement Bylaws to recover the landowners' share of the costs.

LEAP FROG DEVELOPMENT

When a developer chooses to develop in an area that is not easily serviced by existing municipal infrastructure and where significant amounts of the newly installed infrastructure will remain underutilized at full build out of the proposed development, the developer shall upfront all costs of the installation of municipal infrastructure, including oversizing to provide future servicing of adjacent undeveloped lands.

The County will Endeavor to Assist in the recovery of these costs from other benefitting lands at the time of the future developments primarily by way of issuing and collecting offsite levies but may also utilize different available tools.

| | Date | Resolution Number |
|-----------------|-------------|--------------------------|
| Approved | 18-Jun-02 | 02-460 |
| Amended | 13-Jan-04 | 04-009 |
| Amended | 23-Jun-04 | 04-510 |
| Amended | 10-May-05 | 05-255 |
| Amended | 13-Dec-05 | 05-674 |
| Amended | 26-Mar-09 | 09-03-227 |
| Amended | 13-Oct-10 | 10-10-855 |
| Amended | 23-Feb-11 | 11-02-199 |
| Amended | 11-Feb-14 | 14-02-072 |
| Amended | 30-Jan-15 | 15-01-053 |
| Amended | 2017-02-28 | 17-02-146 |
| Amended | 2020-04-07 | 20-04-241 |

Mackenzie County

| | | | |
|--------------|------------------------------------|-------------------|---------------|
| Title | Rural Development Standards | Policy No: | DEV007 |
|--------------|------------------------------------|-------------------|---------------|

| | |
|------------------------------|--|
| Legislation Reference | Municipal Government Act, Part 17, Division 6/7 |
|------------------------------|--|

Purpose

The purpose of the Rural Development Standards Policy is to establish rural development standards to ensure consistent development is maintained within the rural areas of the County and to provide clarity to developers respecting the County's expectations for rural development.

Policy Statement:

Mackenzie County and developers have a shared responsibility for defining and addressing the existing and future needs of the region by creating development policies consistent with Mackenzie County plans, policies, and bylaws. Mackenzie County will provide guidance and vision for development objectives. These policies should be applied equitably and fairly to all within rural areas.

All beneficiaries of new development should participate in the cost of providing and installing infrastructure in rural areas on an equitable basis that relates to the degree of benefit, through the use of off-site levies, local improvement bylaws and Endeavor to Assist clauses.

Definitions:

The following definitions are used for the purpose of this policy:

Country Residential – means Rural Country Residential, inclusive of all country residential zoning designations;

County – means Mackenzie County;

Development Agreement – means a contract entered into between the municipality and the developer respecting the installation of municipal improvements and adherence to all conditions of approval;

GMIS – means the General Municipal Improvement Standards (engineering guidelines) for the County;

Local Improvement Bylaw – means Local improvements are capital construction (municipal improvement) projects that Council considers to be of greater benefit to a particular neighbourhood of the municipality than to the whole municipality, and that are to be paid for in whole or in part by a tax imposed as a local improvement;

Off-site Levy – means the charges payable to the County by the developer for the use and benefits received from the existing or proposed municipal improvements as stated in the Alberta Municipal Government Act;

Policy PW039 – means to the County's Rural Road, Access Construction and Surface Water Management Policy;

Rural Industrial – means all rural industrial and/or commercial zoning districts;

Zoning – means land use district designations as per the Land Use Bylaw.

Guidelines:

1. Mackenzie County will:
 - a) adopt development standard requirements for individual zoning districts and locations as indicated in this policy and detailed within the General Municipal Improvement Standards (GMIS),
 - b) determine who is responsible for installation of the infrastructure as indicated in this policy,
 - c) determine who is responsible for the cost of installing the infrastructure as indicated in this policy, and
 - d) establish the mechanism of any cost sharing, Endeavor to Assist, or other financial considerations.
2. The developer will be responsible for all costs except where otherwise indicated in this policy.

Funding:

Funding for municipal infrastructure improvements required to support an approved Development will be provided by the developer. The County, through Endeavour to Assist provisions in the Development Agreement, may provide assistance to the developer when oversizing is required to collect funds from benefiting lands when the benefiting lands are developed.

When the County constructs municipal improvements in advance of developments the County will, through an Off-site Levy bylaw(s) collect apportioned costs as assigned to benefiting lands.

Where a development requires that an arterial road be constructed, the County shall only consider covering the costs of upgrading the road from a collector to an arterial standard, and shall, whenever possible, utilize the mechanisms provided for by Off-site Levy or local improvement bylaw(s) to recover those costs.

All oversizing requirements shall be clearly identified by the developer on the tentative subdivision plan along with a written request for cost sharing, prior to final approval by the subdivision authority.

The County may consider providing a portion of the funding when oversizing, Off-site Levy, Endeavour to Assist, or other mechanisms are required, however this will be subject to negotiation and Council approval prior to the commencement of construction.

Any cost sharing or other funding commitment by the County must be included in the Development Agreement and form part of the contractual commitment of each party. The County will not retroactively consider requests from a developer for funding or cost sharing where a Development Agreement has already been entered into for the project.

Rural Development Standards

Utilities

Utilities such as high-pressure gas lines, three phase power and other major utilities shall cross County roads perpendicularly wherever practicable. All utility providers must obtain applicable crossing permits from the County prior to crossing any County road or other property or infrastructure. For routine installations of common utility infrastructure to serve individual lots or properties, notification shall be provided to the County prior to crossing any County road or other property or infrastructure.

Utility providers shall adhere to best practices regarding the installation, maintenance and marking of their infrastructure.

Power

New power installations shall be overhead and located in or adjacent to County road rights-of-way as per the utility provider's current practice.

Country Residential developments shall be serviced internally with underground power. Overhead servicing will only be considered where the developer has provided verification that underground installation is not viable, considering continuity with existing power supply, lot sizes and anticipated use, and other criteria as deemed necessary.

Lighting

Street lighting will not typically be installed in rural areas.

For all Country Residential and Rural Industrial developments, some level of road and intersection lighting may be required. Lighting will be expected to provide illumination for only those areas anticipated to have high traffic (vehicle, ATV or pedestrian) volumes.

Where a development is anticipated to significantly increase the traffic at a particular intersection, the County may request as part of a traffic impact assessment, that requirements for intersection lighting be reviewed by a qualified engineer.

Natural Gas

Gas servicing shall be provided to all new developments. Installation shall be in keeping with the utility provider's current standard practice.

Depending on the location within the County, the developer may be required to install gas servicing as part of the improvements, in other areas the utility provider will independently install gas servicing as building development occurs.

Telephone/Broadband

Telephone and/or data infrastructure shall be provided for all developments to the specifications of the local telecommunications provider.

Installation of higher grade infrastructure is encouraged in order to offer telecommunications providers better options for providing digital data to the community.

Storm Sewer

Design criteria shall be in accordance with the County's GMIS.

All rural standard developments are anticipated to primarily use a surface drainage system with no underground infrastructure. Culverts shall be adequately sized to meet the required flow volumes and to aid in long term maintenance. The minimum specifications in the GMIS and the process outlined in Policy PW039 shall be followed for all culvert installations.

In Country Residential and Rural Industrial developments, storm water retention ponds may be required to mitigate the downstream effects of the development. Storm water retention ponds shall be constructed in accordance with design criteria established in the GMIS to reduce the downstream effects of the development. Ponds shall be constructed to service large areas, and be thoughtfully integrated with the subdivision design. All new developments shall create zero net change to the existing storm sewer peak flows. The County retains the ability to alter storm pond placement.

Oversized ditches along roadways will be strongly discouraged, and only permitted when clearly proven to be the most viable option, when considering construction costs, long term maintenance and safety. This assessment shall be completed by a qualified engineer.

Where additional right-of-way is required to facilitate surface drainage, the developer is responsible for all aspects of the acquisition of such right-of-way.

Sanitary Sewer

Design criteria shall be in accordance with the County's GMIS.

For all areas zoned for agriculture, sanitary sewage shall be addressed on a site-specific basis and will typically be a surface pump out or field system. All installations shall meet provincial requirements.

For all Country Residential and Rural Industrial developments, sanitary sewer shall be considered collectively. Field systems may still be granted; however, extensive soil testing and ground water monitoring shall be conducted by a qualified professional prior to construction to ensure the long-term viability of concentrated field systems.

In areas where the proximity to existing infrastructure permits, low pressure sanitary systems shall be permitted. All low-pressure systems shall be fully engineered, with pump and pipe sizing appropriately designed for full build out of the system. The engineer shall specifically consider odour concerns where the low-pressure system feeds into a gravity system or where air releases may be located, and provide sufficient evidence that the system design will not create odour concerns.

All sanitary sewer systems that will be the County's responsibility by way of ownership or maintenance shall be located within a dedicated right-of-way, public utility lot (PUL) or easement, or within an existing road right-of-way. If additional right-of-way is required, the developer is responsible for all aspects of the acquisition and registration of such right-of-way.

Water

Design criteria shall be in accordance with the County's GMIS.

For all areas zoned for agriculture, water servicing will be addressed on a site-specific basis and will be typically provided by wells or cisterns.

For all Country Residential and Rural Industrial developments, water servicing shall be considered collectively.

For all rural multi-lot developments adjacent to an existing County rural water line, the development is required to connect to the water line. All connections to rural water lines shall be installed in accordance with the GMIS and as specified in the County's Water and Sewer Bylaw.

Where proximity to an existing County rural water line permits, it is encouraged that new developments connect to the line.

All water mains that will be the County's responsibility by way of ownership or maintenance shall be located within a dedicated right-of-way, PUL or easement, or within an existing road right-of-way. If additional right-of-way is required, the developer is responsible for all aspects of the acquisition of such right-of-way.

Service Connections on Private Land

For all large lot development with multiple buildings serviced from an internal network, an isolation valve shall be provided at the property line. All internal underground servicing shall be engineered to meet Alberta Environment and Parks, *Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems*, and a copy of the engineered drawings shall be provided to the County for review prior to installation.

All private hydrants and valves shall be properly maintained to the standards set forth in the GMIS. Preventative maintenance shall be performed annually, with records provided to the County Utilities department. Alternately, the Utilities department may be contracted to perform the preventative maintenance.

Roads and Road Edge

Design criteria and construction shall be in accordance with the County's GMIS and Policy PW039.

Road widths shall be based on anticipated traffic types and volumes, and road classification.

Intersections shall be constructed or upgraded to accommodate anticipated traffic turning movements.

Aprons shall be paved where a new road joins to an existing asphalt surfaced road in accordance with the GMIS and Policy PW039.

When a proposed development is anticipated to cause significant additional traffic, a traffic impact assessment shall be completed by a qualified professional. Depending on the outcome of the assessment, road upgrades may be required. Upgrades may consist of road widening, road reconstruction to increase the road structure, dust control by either temporary (oil/calcium) or permanent (asphalt) products, intersection improvements, lighting, and other measures that are warranted. The developer shall be responsible for all upgrades.

Arterial

The County has few rural arterial roads, and are currently limited to the Zama Access Road, 88 Connector and La Crete North & South access roads.

When developments occur on lands adjacent to an arterial road, the County shall require the developer to provide additional road right-of-way to the County, if required, as a condition of subdivision approval.

Private accesses onto arterial roads shall be strongly discouraged in order to reduce the impact on the free flow of traffic. Whenever practicable, access to a property shall be from a collector or local road.

Collector

Country Residential and Rural Industrial developments are strongly encouraged to locate along collector roads in order to mitigate traffic concerns and reduce the amount of road upgrades required.

When developments occur on lands adjacent to a collector road, the County shall require the developer to provide additional road right of way to the County, if required, as a condition of their approval.

Developers are required to construct collector roads in accordance with the GMIS and Policy PW039.

Local

Developers are required to construct local roads in accordance with the GMIS and Policy PW039. Developments that may cause intensive traffic shall be strongly discouraged from being located along local roads.

Local roads constructed to a rural standard shall utilize swales or ditches for storm water management.

Sidewalks/Trails

Sidewalks are not anticipated to be constructed in rural areas. Trails, either asphalt or gravel/mulch, may be required for Country Residential or Rural Industrial developments, depending on location, anticipated pedestrian traffic and other factors as determined by the County.

Private Roads

Private roads shall be designed and constructed in accordance with accepted engineering standards and a copy of the engineered drawings shall be provided to the County for review prior to construction. Although right-of-way widths may be reduced due to lot constraints, road design, materials testing and other related activities shall be undertaken as if it were a public road. This applies to developments such as commercial developments with multiple tenants on a common property.

Upgrading Priorities

When considering road upgrades in the rural areas, the County shall prioritize roads in the following order:

1. Arterial
2. Collector
3. Local

Policy PW039 identifies the County’s rural road classifications and designations.

| | Date | Resolution Number |
|-----------------|-------------|--------------------------|
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