

POLICY # PW 006	DUST SUPPRESSION
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APPROVAL DATE:	57-07-99		
RESPONSIBILITY:	Public Works Department	CROSS-REFERENCE:	Current Fee Bylaw
APPROVER:	Council	APPENDICES:	Schedule A Schedule B
REVISION DATE (s):	25-03-03; 58-04-08; 16-04-11; 73-04-14 (April 22, 2014) 2022	REVIEW DATE:	October 6, 2014 March 8, 2022

POLICY STATEMENT

The County of Vermilion River, in an effort to provide reduced amount of dust on gravel roads, will provide an option to apply Dust Suppression materials to roads utilized by residents and industry at a cost that will be set annually.

OBJECTIVE

1. To provide an option for reducing dust on gravel roads for public and industry
2. To enhance quality of life for residents and the traveling public.
3. To provide an option for dust suppressant to minimize the effects of dust on agricultural operations, including crops and animals

SCOPE

INTERNAL STAKEHOLDERS	EXTERNAL STAKEHOLDERS
Administration	Resident/Landowner
Council	Industry & Public

DEFINITIONS

“**County**” means the County of Vermillion River.

“**Resident**” means a person who is registered under the Land Titles Act as owner of the land.

“**Truck**” means any vehicle with a registered weight of 22,500 kg or more.

GUIDING PRINCIPLES

Residential

Residential Dust Suppression under this program will be based on industrial truck traffic or when requested from the resident.

1. Immediately upon entering into this agreement, the rate payer agrees to the terms of this agreement. When a request is received for any Dust Suppression application over the initial 200 meters for Primary Yard Site, the resident agrees to pay the County the cost of applying the Dust Suppression to the aforesaid portions of roadways as determined in accordance with the County’s Dust Suppression Program
2. The County will apply a maximum of 200 meters of Dust Suppression to be applied per primary yard site at no cost to the resident.
3. In the case of requests for Dust Suppression application on two roads for a corner residence, only one 200-meter section will have Dust Suppression applied at no cost to the Resident.
4. Any additional length of Dust Suppression requested by the resident over the initial 200-meter application per Primary Yard Site will be at their sole cost.
5. Residents that request Dust Suppression for Residential Properties that are 250 meters or more from a municipal road will be applied at the sole cost of the Resident. In the case of requests for a single application to serve adjoining residences it will be the responsibility of the landowners to work out the distribution of costs. The County will not bill more than one individual or firm for one application.

6. Residents who request more than 200 meters of Dust Suppressant for a primary yard site or who live 250 meters or more from a municipal road will pay a predetermined rate set by council, reviewed annually, as per the County's Goods and Services Fee Schedule Bylaw.
7. The County in its sole discretion will determine when and if repairs and maintenance on the product are required after the initial application has been laid. No guarantee of effectiveness or duration is made.
8. The County discourages the use of cold mix as a Dust Suppression unless the entire road is done and properly constructed. No repairs will be done using cold mix, unless the County deems that adding more cold mix would increase the life of the product and is cost efficient.
9. When existing cold mix roads deteriorate in front of a residence, it will be at the sole discretion of the County to remove and revert to a graveled surface.
10. Dust Suppression applications must be received by June 1st of each year; any requests received after the deadline will be put on the following year's list.
11. Residents may request to not have Dust Suppression applied in front of their yard site. Requests must be received by June 1 of each year and will be reviewed on an individual basis. The County in its sole discretion will determine if the residents request to not have Dust Suppression applied will be granted.

Industrial

Industrial Dust Suppression will be initiated with industry when an application to develop or access a wellsite or other facility via County Road is submitted.

1. Upon application from industry to access their facilities via County Road, the County will determine a designated haul route.
2. Industry will be required to sign a Road Protection Maintenance Agreement which specifies Dust Suppression responsibilities.
3. On the designated haul route assigned, the County will determine the number of residences that will be affected, and which will require Dust Suppression application.
4. Industry will be responsible for a cost share of the application of a minimum of 200 meters of Dust Suppression for each residence affected. Industry will pay a pre-determined rate set by Council, which is reviewed annually, set out in the County's Goods and Services Fee Schedule Bylaw.
5. Industry will be held to the same standard as used to determine the Residential Dust Suppression Program.
6. On road segments that have more than one permit holder and requires dust suppression. The cost of Dust Suppression will be split between the number of permit holders. In situations where there are residential properties that are within 250 meters of the road surface, the County will be considered a permit holder and participate in the cost share of dust suppression.

7. Industries contribution to Dust Suppression shall be proportionate to their road use and calculated on a percentage of total road use. These shall be based on road use or road protection agreements in place on that portion of road.
8. This policy will set goals and targets for the Dust Suppression program, but it should be noted that many of the objectives listed are based on Municipal Revenues and may need to be adjusted from time to time.

The following standards apply to both the Residential and Industrial Dust Suppression Programs:

ADT Total Vehicles	Trucks Only	
1-10	5-10	No Cost share
11+	11-29	In Front of Resident
	30+	Whole Road

“Schedule A” Requirements:

1. Schedule A must be filled out by rate payer

“Schedule B” Requirements:

1. Schedule B must be filled out by rate payer

ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE (s) OF PERSON RESPONSIBLE
HANDLING INQUIRIES	Director of Public Works
MONITORING REVIEWS AND REVISIONS	Director of Public Works in conjunction with the Executive Secretary
IMPLEMENTING POLICY	Council
COMMUNICATING POLICY	Chief Administrative Officer

SCHEDULE 'A'

AGREEMENT made this _____ day of _____, 2022. **Agreement No.**2022-_____

Dust suppression Magnesium Chloride

BETWEEN:

**County of Vermilion River
In The Province of Alberta
(hereinafter called "the Municipality")
OF THE FIRST PART
and**

_____ (Name)
 _____ (Mailing Address)
 _____ (Rural Address)
 _____ (Legal Address)
 _____ (Phone)

**(hereinafter called "the Client")
OF THE SECOND PART**

200 Meters
 _____ **(Number of Additional Meters) @ \$5.00 per Linear Meter= \$** _____

WHEREAS the Municipality has a program and policy for the delivery of dust suppression services to residents of the Municipality; and

WHEREAS The Client is a landowner of the Municipality and desires dust suppression from the Municipality; NOW THEREFORE the Municipality and the Client agree as follows:

1. The Municipality will supply a dust suppression agent on the roadway in front of the Client's residence or farmstead for a maximum length of roadway equal to 200 meters.
2. On Schedule B the Client shall indicate, by drawing, where the 200-meter dust suppression agent is to be applied on the municipal roadway. A sample drawing s provided on the reverse.
3. Dust suppression warranty shall be at the sole discretion of the Municipality; however, no dust suppression will be applied after September 30th of the year of application.
4. The Municipality reserves the right to maintain the treated section of roadway as deemed necessary and, further, to return the roadway to its original condition at such time as determined by the Municipality, its employees or agents.
5. Dust suppression shall be performed based on the availability of equipment, supplies and personnel; however, every reasonable effort shall be made by Public Works to ensure the work is completed in a timely and cost-efficient manner.
6. The Municipality does not guarantee the effectiveness of the dust suppression agent. The Municipality will not be responsible for any failure of dust suppression at any site.
7. In return for this service the Client agrees to pay to the Municipality FIVE HUNDRED DOLLARS (\$500.00) ***GST WILL BE ADDED TO ALL AMOUNTS*** upon signing the agreement.
8. It is understood by both parties to this agreement that no dust suppression applications will be made until payment is received as identified above.
9. It is acknowledged by both parties that the total payment made by the Client, as required in this agreement, is not the full cost of the service and that the Municipality will cover the remaining costs.
10. The Client agrees to indemnify and same harmless the Municipality, in respect to any claims or demands which may, at anytime, be brought against the Municipality or any employee of the Municipality by the Client as a result of the Municipality applying the dust suppression agents in accordance with this agreement.

The landowner acknowledges that the dust suppression service provided under this agreement is a service to their property and as such any amount not paid within the terms of this agreement may be added to the property and collected in the same manner of taxes as per Section 553 of the Municipal Government Act.

IN WITNESS WHEREOF THE PARTIES hereunto affix their signatures on the date and year first written above.

WITNESS

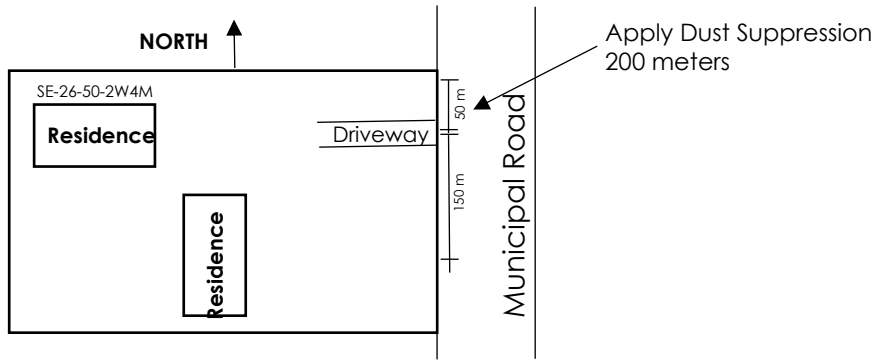
WITNESS

COUNTY OF VERMILION RIVER

PROPERTY OWNER

SCHEDULE 'B'

SAMPLE DIAGRAM

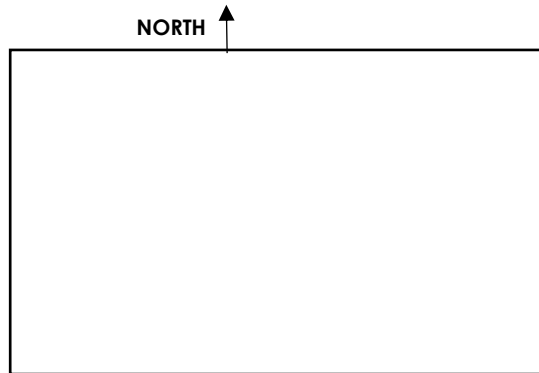


DIAC

- Driveway
- Municipal Road
- Legal Description
- Rural Address
- Residence
- 200 meter are where dust suppression will be applied (please show footage on either side of driveway)

YOUR DIAGRAM

(please be as descriptive as possible)



OTHER PERTINENT INFORMATION:

Date of Payment _____ Receipt # _____ Initial _____