

SCHEDULE 'A'

AGREEMENT made this _____ day of _____, _____. **Agreement No. PW006 - _____ - _____**
Dust Suppression Magnesium Chloride

BETWEEN:

County of Vermilion River
In The Province of Alberta
(Hereinafter called "the Municipality")

OF THE FIRST PART

and

(Resident/Landowner)

(Hereinafter called "the Client")

OF THE SECOND PART

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 as per Policy PW006 Dust Suppression.
2. When requesting more than 200 meters of Dust Suppressant, the Client agrees to pay for this service to the Municipality a Deposit of FIVE HUNDRED DOLLAR (\$500.00). The remaining cost will be billed after application has been completed. ***GST WILL BE ADDED TO ALL AMOUNTS***
3. If the Client's residence or farmstead is not eligible, the Client can request to have Dust Suppressant applied. The Client agrees to pay for this service entirely to the Municipality with a Deposit of FIVE HUNDRED DOLLAR (\$500.00). The remaining cost will be billed after application has been completed. ***GST WILL BE ADDED TO ALL AMOUNTS***
4. It is understood by both parties to this agreement that no dust suppression applications will be made until payment is received as identified above.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. The Client agrees to hold the municipality free, clear and harmless, 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.

GUIDING PRINCIPLES for Residential Applications (as per Policy PW006)

- 5.a. Dust suppression under this program will be based on heavy vehicle traffic or when requested from the resident. Dust suppression will be completed utilizing MG30, with no other dust suppression products to be applied.

- 5.a.i. The County will provide a total of 200 meters of dust suppression per residential property where the primary residence is within 250 meters of the road and the property is not located at the end of a no exit road or a transition to an undeveloped road at no cost to the resident. Existing dust suppression products, such as cold mix, contribute to the total 200 meters. The resident must request the application of dust suppression by completing the Dust Suppression Residential Agreement Schedule A and Schedule B. The requested location of the dust suppression application is to be indicated on Schedule B. The dust suppression application area must be within 250 meters of the primary residence. The final location of the dust suppression application area will be at the sole discretion of the County.
- 5.a.ii. Immediately upon entering into a Dust Suppression Residential Agreement, the rate payer agrees to the terms of this agreement.
- 5.a.iii. If the residential property is occupied by a tenant, the Dust Suppression Residential Agreement must be executed by the registered owner of the property. A tenant can not enter into a Dust Suppression Residential Agreement. In the case of requests for dust suppression application from a resident whose residential property is located on a road where the maintenance is the responsibility of another municipality, and the resident is eligible for 200 meters of dust suppression at no cost, the resident may enter into a Dust Suppression Residential Agreement. An agreement between the County and the other municipality must be entered into prior to dust suppression being applied.
- 5.a.iv. In the case of requests for a dust suppression application on two roads for a residential property located at a corner, only 200-meters total of dust suppression will be applied at no cost to the resident.
- 5.a.v. In the case of two residential properties located in close proximity, one continuous application of dust suppression will be done to facilitate road maintenance. This could mean that each residential property may receive more than or less than 200 meters of dust suppression. The length of the dust suppression application will be at the sole discretion of the County.
- 5.a.vi. Any additional length of dust suppression requested by the resident on the Dust Suppression Residential Agreement over the initial 200-meter application per residential property will be at their sole cost based on the predetermined rate set by Council, reviewed annually, as per the County's Goods and Services Fee Schedule Bylaw.
- 5.a.vii. The following are not eligible to receive the application of 200 meters of dust suppression at no cost:
 - 5.a.vii.a. Residential properties where the primary residence is more than 250 meters from the municipal road.
 - 5.a.vii.b. The residential property is the last residence on a no exit road or a transition to an undeveloped road.
 - 5.a.vii.c. The residential property is not located within the municipal limit of the County of Vermilion River. I.e. A Non-Resident.
 - 5.a.vii.d. The application of dust suppression is requested by an agricultural producer for a road segment that is not within 250 meters of their primary residence.
 - 5.a.vii.e. The residential property is in tax arrears. If all outstanding tax arrears are paid prior to the application deadline, the resident is eligible for the service.
- 5.a.viii. Those that are not eligible under 5.a.vii. can enter into a Dust Suppression Residential Agreement where the dust suppression will be applied at their sole cost based on a predetermined rate set by Council, reviewed annually, as per the County's Goods and Services Fee Schedule Bylaw. In the case of requests for a single application to serve adjoining residential properties it will be the responsibility of the owners of the residential properties to work out the distribution of costs. The County will not bill more than one individual or firm for one application.
- 5.a.ix. 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.
- 5.a.x. 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.
- 5.a.xi. 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.
- 5.a.xii. Dust suppression applications must be received within the application period set for each year; any requests received after the deadline will not be considered.
- 5.a.xiii. Residents may request that no dust suppression be applied in front of their residential property. Requests must be received by June 1st of each year and will be reviewed on an individual basis. The County in its sole discretion will determine if the residents request that no dust suppression be applied be granted.

- * Initial 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.
- * Initial The landowner acknowledges that they have read and understand the agreement and guiding principles as outlined in Policy PW 006 Dust Suppression.

Resident/Landowner Signature

COUNTY OF VERMILION RIVER

Resident/Landowner _____

Mailing Address _____

Rural Address _____

Legal Address _____

Phone Number _____

Email Address _____

- ☐ Would like assessed for No Cost Application of Dust Suppressant Applied as per Guiding Principles
- ☐ Would like to Purchase ADDITIONAL Dust Suppressant _____ Meters x \$ 5.50 per Linear Meter = \$ _____
- ☐ Is not eligible for the No Cost Application and would like to purchase _____ Meters of Dust Suppressant applied @ \$ 5.50 per linear Meter= \$ _____
- ☐ Does **NOT** want Dust Suppressant Applied ***The request to **not** have Dust Suppression applied must be approved by the County of Vermilion River in its sole discretion***

SCHEDULE 'B'

- ☐ No change from previous year
- ☐ Request a different placement for consideration

YOUR DIAGRAM (please be as descriptive as possible)

SAMPLE DIAGRAM

