



Title: Residential Dust Suppressant	Policy: PW 013
Section: Public Works	

ACCOUNTABILITY TO VISION STATEMENT

The use of dust suppressant minimizes the driving hazards created by dust and potentially reduces road maintenance costs. It also mitigates the impact of dust on the quality of life of citizens on gravel roads as well as on vegetation, wildlife habitat and water bodies.

POLICY STATEMENT

Flagstaff County Council recognizes that a private individual/resident may desire dust suppressant on the public roadway adjacent to their property.

DEFINITIONS

Dust Suppressant: A product that reduces dust on gravel roads and is listed on Alberta Transportation's Dust Abatement Product List, including Proven Products, Trial Products, and Potential Products.

GUIDELINES

Residents will have the option to have either Flagstaff County provide the service of residential dust suppressant or to hire a qualified private company to provide dust suppression in front of their residence.

The following are guidelines for both options of residential dust suppressant applications:

1. Service Provided by County

- MG 30 is the dust suppressant utilized. Applications must be received prior to May 1st for spring application and August 1st for fall application, see Schedule A.
- The product and application will be provided on a full cost recovery basis.
- Prior to the application of the product (MG30) the length of the residential dust suppressant will be staked in accordance with the length indicated on the application.
- The minimum length of a pad is 100 meters.
- Flagstaff County reserves the right to maintain all dust suppressant as required. This includes blading sections of dust suppressant areas with potholing, washboard, rutting, or other areas of concern. This maintenance may reduce the effectiveness and life expectancy of the dust suppressant.
- Under agreement, the resident recognizes the County roadways are subject to seasonal weather changes (extended periods of wet and/or dry weather), traffic volumes and vehicle weight. This may reduce the effectiveness and/or condition of the dust suppressant. Two (2) applications per year may be required at some sites. If a second application is desired, application must be received prior to August 1st.

2. Contracted Services Provided Dust Suppressant

- It is the responsibility of the resident to organize, pay for, and oversee the completion of any dust suppressant applications.
- A link to Alberta Transportation’s Dust Abatement Product List will be available on the Flagstaff County website, as well as, a list of potential private dust suppressant providers. Residents are only permitted to utilize products listed on Alberta Transportation’s Dust Abatement Product List.
- The resident must provide a signed copy of the Residential Dust Suppressant Hold Harmless Agreement to Flagstaff County to manage liability and any loss that may occur and to identify the dust suppressant product that will be applied, see Schedule B.
- It is highly recommended that the dust suppressant only be applied to areas that are appropriately bladed and have an adequate amount of aggregate on the road surface as this may reflect on the products performance.
- At the resident’s request, blading and graveling of the area may be provided by the County and scheduled when County equipment is available. The blading will be provided on a full cost recovery basis and the gravel will be supplied by the County. Please refer to the Fees and Charges Schedule.
- Flagstaff County will not be responsible for the performance or quality of any dust suppressant product.
- Flagstaff County reserves the right to maintain all dust suppressant sections as required. This includes blading sections of dust suppressant areas with potholing, washboard, rutting, or other issues of concern. This maintenance may reduce the effectiveness and life expectancy of the dust suppressant.
- It is strongly recommended that all dust suppressant areas be marked by a colored lathe set in the ditch labelled Dust Control to help ensure that the grader operators are aware of the presence of a dust control.
- All products must ensure compliance with Alberta Environment’s Guidelines for the Application of Used Oil to Road Surfaces.

Council Approved: April 14, 2021	Resolution #: FC20210414.1002
Reference:	

<i>Administrative Responsibility:</i>	<i>Review Cycle:</i>	<i>Next Review Year:</i>
Public Works Superintendent	Every 3 years	2024

SCHEDULE A – MG 30 RESIDENTIAL DUST SUPPRESSANT AGREEMENT



Flagstaff County
12435 TWP RD 442
Box 358
Sedgewick, AB T0B 4C0
Phone: (780) 384-4100
Fax: (780) 384-3635

Deadline: May 1, 20____ /August 1, 20____

APPLICATION FOR MG 30 DUST SUPPRESSANT AND PAYMENT AUTHORIZATION

I, _____ and _____,

the “**Resident(s)**” of the following lands:

Address _____
Phone _____ do hereby request

Flagstaff County to supply and apply dust control (MG 30). Please indicate your choice of application:

- _____ 1. 100 Meters = \$ _____
- _____ 2. 200 Meters = \$ _____
- _____ 3. 300 Meters = \$ _____
- _____ 4. 400 Meters = \$ _____

*All prices include GST

The Resident recognizes roadways are subject to seasonal weather changes, traffic volume and vehicle weight. Dust suppressants will be maintained as required at the discretion of Flagstaff County. This may reduce the effectiveness and life expectancy of the dust suppressant.

Residents may apply for a second application to be received by August____, 20____. **Late requests will be returned, no exceptions.** **Note: All Dust Controls may be bladed in the spring and prior to winter.**

Payment must be returned with application via cheque or internet banking options (including e-transfer) are available, please refer to the County website www.flagstaff.ab.ca for more information.

Dated at _____, in the Province of Alberta,
this _____ day of _____, 20____.

Field Coordinator

Resident(s)

**SCHEDULE B –
RESIDENTIAL DUST SUPPRESSANT HOLD HARMLESS AND INDEMNITY AGREEMENT**

BETWEEN:

FLAGSTAFF COUNTY
(Hereinafter called the “**County**”)

- and -

(Hereinafter called the “**Resident**”)

WHEREAS:

- (A) The County has direction, control, and management of all roads within its jurisdictional boundaries pursuant to section 18(1) of the *Municipal Government Act* RSA 2000 c M-26;
- (B) County Council recognizes that a private resident may desire dust suppressant products to be applied on public roads adjacent to the property on which they reside;
- (C) County Council has approved the County’s Residential Dust Suppressant Policy allowing residents to organize, pay for, and oversee the completion of dust suppressant product application on public roads adjacent to the property on which they reside; and
- (D) The Resident has decided to organize, pay for, and oversee the completion of dust suppressant product application on public roads adjacent to their residence;

NOW THEREFORE in consideration for the County granting permission to the Resident to complete the work contemplated herein, and the mutual agreements made by each of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the County and the Resident covenant and agree as follows:

- 1 The Resident shall organize, pay for, and oversee the completion of dust suppressant product application on public roads adjacent to their residence (the “Work”). Specifically, the Resident shall pay for, and oversee the Work on the section(s) of public road identified and highlighted on the diagram attached hereto as Appendix “A” and adjacent to the lands municipally and legally described as:

Rural Address: _____

Quarter:_____ Section: _____ Township:_____ Range:_____ Meridian:_____

(herein after referred to as the “Lands”)

- 2 The Resident shall not use, or permit to be used any dust suppressant product on the portions of public road adjacent to the Lands and identified in Appendix “A” that is not found on the Alberta Transportation Dust Abatement Products List, as provided on the County’s website and updated from time to time. Specifically, the Resident agrees to only use, or to only permit to be used the following dust suppressant product(s) from the Alberta Transportation Dust Abatement Products List on the portions of public road adjacent to the Lands and identified in Appendix “A”:

(approved dust suppressant product(s) to be used)

- 3 The terms of the County’s Residential Dust Suppressant Policy, as amended, renamed, or updated from time to time, shall form part of this Agreement.

- 4 The term of this Agreement shall be from the date of the Agreement until _____.

5 The County reserves the right to maintain all dust suppressant sections as required. This includes blading sections of dust suppressant areas with potholing, washboard, rutting, or other issues of concern.

6 The Resident hereby agrees as follows:

- (a) To assume all risk and expense associated with the Work, including the application of dust suppressant products on public roads adjacent to the Lands and identified in Appendix "A" and any waste, debris, or other consequence of the same. The Resident agrees to take any proper and necessary measures on, or in close proximity to public roads to complete the Work, at their sole expense, in a professional and good workmanlike manner, including but not restricted to measures to warn and to safeguard the travelling public as necessary and prudent, and so as not to cause any damage or loss to the public roads or any adjacent or nearby lands, and freely accepts and assumes all such risks, dangers, and hazards, and the possibility of injury, illness, death, property damage, or any loss or expense resulting from a failure to take such measures.
- (b) To waive any and all claims that the Resident (their heirs, executors, administrators, insurers, lessees, agents, representatives, successors, and assigns) have now or may have in the future against the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives, in relation to the Work to be undertaken or any activities incidental thereto.
- (c) To release the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives from any and all liability for any loss, damage, injury, or expense that may arise out of the Work or any activities incidental thereto (including, without limiting the generality of the foregoing, any loss, damage, injury or expense that may occur to the Lands or other nearby lands).
- (d) To defend, indemnify, and hold harmless the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives from and against all liabilities, losses, costs, damages, legal fees (including on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes or action, claims, demands, suits and proceedings, or whatever kind of nature, which the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives may sustain, pay, or incur in connection with any action or other proceeding, claim, or demand made by a third party against the same relating to the Work, or any activities incidental thereto, whether or not authorized by the County, its councillors, officers, employees, administrators, contractors, insurers, successors, lessees, assigns, agents, and representatives or the Resident, including, without in any way limiting the generality of the foregoing:
 - (i) The cost of defending, counter-claiming, or claiming against third parties;
 - (ii) Any costs, liabilities, or damages to be paid arising out of judgment;
 - (iii) Any costs, liabilities, or damages to be paid arising out of a settlement of any action or matter entered into by the County, with the prior written consent of the Resident, such consent not to be unreasonably withheld by the Resident; and
 - (iv) Matters relating to the misconduct, willful action or willful failure to act, negligent action or negligent failure to act, as the case may be, of the Resident and/or any of those persons for whom the Resident is responsible at law (including, without limitation, any of its contractors, agents, or subcontractors).

- (e) That this Agreement will be effective and binding upon the Resident, and their heirs, executors, administrators, insurers, lessees, agents, representatives, successors, and assigns.

7 The Resident represents to the County and acknowledges the following:

- (a) They have carefully read this Agreement and fully understand the terms and conditions of this Agreement and voluntarily accept the same;
- (b) They have not been influenced or coerced to any extent whatsoever by any representations, statements, or conduct of any description on the part of the County, or anyone on its behalf; and
- (c) They have had the opportunity to seek independent legal advice and other professional advice prior to executing this Agreement and have either:
 - (i) Obtained such independent legal or other professional advice; or
 - (ii) Waived the right to obtain such independent legal or professional advice.

8 This Agreement represents the entire Agreement between the parties and there are no representations or terms between the parties hereto dealing with the subject matter of this Agreement except as stated herein.

9 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto.

10 If any term of this Agreement or the application thereof to any party or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each remaining term of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective this _____ day of _____, 20____.

Witness Signature On Line Above

Resident Signature On Line Above

Print full name of witness on line above

FLAGSTAFF COUNTY:

PER: _____ **(C/S)**
Chief Administrative Officer or Designate

APPENDIX "A"

[INSERT DIAGRAM IDENTIFYING WHAT PORTION OF PUBLIC ROADS ARE TO BE SUBJECT TO DUST SUPPRESSANT PRODUCT APPLICATION BY THE RESIDENT]