



## **Dust Control Policy**

April 2023

### **PURPOSE**

The Rural Municipality of Maryfield No. 91 has adopted this policy to outline the conditions of the Dust Control Program as adopted by the RM of Maryfield.

### **PROCEDURE**

1. The Municipality will advertise in the Maryfield Newsletter, on both the Municipal Website and Facebook page and with posters, in order to determine the level of interest in the Dust Control Program each year.
2. The Municipality will contract out to supply a dust control agent (s) for the Program each year. More than one supplier may be contracted as products may perform differently on varying soil conditions.
3. The Program allows for ratepayers to contract the Municipality to coordinate dust control for the roadway in front of the Ratepayer's residence, farmstead, commercial property or private laneway, for a length of road determined by the Ratepayer.
4. Ratepayers must complete a Dust Control Application/Waver form prior to the application of dust control product each year.
5. The Ratepayer will indicate the length of roadway and /or laneway to be treated with flags the day prior to the date of the application of the dust control agent. The flags are to be stakes which are to be a minimum of 3 (three) feet above ground for clear visibility by the truck driver providing the dust control agent. It is the responsibility of the Ratepayer to ensure the stakes are in place for the date of the application of the dust control.
6. Where possible, the Municipality will provide road gravel in the area to receive dust control prior to the application of the dust control product, as per its annual gravelling program (this does not apply to private driveways).



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### **POLICY**

1. Rate will apply to all residential, commercial, farmstead, and/or private laneways properties.
2. The Municipality will invoice the Ratepayer for the amount equal to the amount invoiced to the Municipality by the contractor, less 50% of one 200m x 5m application which will be covered by the municipality (maximum value \$342.00, GST/PST as applicable).
3. All payments are due the Municipality within 30 days of the date of the original invoice.
4. Any outstanding accounts after the initial 30 days will receive a 2% per month interest penalty.
5. Any outstanding amounts as of December 31 of each year will be added to the landowner's taxes.
6. The Municipality accepts no responsibility for the effectiveness of the dust control agent.
7. The Municipality reserves the right to perform such maintenance procedures as it seems necessary on the treated portion of the roadway. Although the municipality will attempt to minimize any adverse effects of these operations on the treated portion of the roadway, the Municipality will not accept liability for any restoration required.
8. The Municipality reserves the right to perform its "regular" maintenance procedures as it deems necessary on the treated portion of the roadway after the 1<sup>st</sup> day of October each year in order to prepare the roadways for the winter season.



**Dust Control Application/Waiver**

I, \_\_\_\_\_ of the Rural Municipality of Maryfield No. 91, hereby make application to receive dust control products on the municipal road adjacent to my;

- Residence
- Commercial Property
- Farmstead

Location: Road Number: \_\_\_\_\_ Legal Land Description: \_\_\_\_\_

- Applications will be 16' in width unless requested otherwise in the "notes" listed below.

**WAIVER - I agree the Rural Municipality of Maryfield No. 91 will not be held liable of any and all damages to private property due to the calcium dust control agent residue.**

\_\_\_\_\_  
Name of Applicant (Print) Signature of Applicant

\_\_\_\_\_  
Mailing Address

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Notes:  
\_\_\_\_\_  
\_\_\_\_\_

\* By signing this Dust Control Application/Waiver Form I hereby accept all Terms and Conditions of the RM of Maryfield's Dust Control Policy, without exception.

\*\*The Municipality reserves the right to perform such maintenance procedures as it deems necessary on the treated portion of the roadway. Although the municipality will attempt to minimize any adverse effect of these operations on the treated portion of the roadway, the Municipality will not accept liability for any restoration required.