

**COUNTY OF FORTY MILE NO. 8
FOREMOST, ALBERTA**

APPLICATION for DUST CONTROL

Calcium Chloride

Oiling Method

THIS AGREEMENT made this _____ day of _____ A.D. 20_____.

BETWEEN:

COUNTY OF FORTY MILE NO. 8
a municipal corporation in the Province of Alberta
(hereinafter called "*the County*")

- And -

in the Province of Alberta
(hereinafter called "*the Ratepayer*")

WHEREAS the Ratepayer wishes to have the County apply Dust Control Material to those portions of roadway located at _____

AND WHEREAS the County has agreed, upon request and subject to certain terms and conditions, to apply Dust Control Material.

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants and agreements hereinafter set forth, the Parties hereto covenant and agree to as follows:

1. Immediately upon entering into this agreement, the Ratepayer agrees to pay to the County the cost of applying the Dust Control Material to the aforesaid portions of roadway as determined in accordance with the County's Dust Control Program.
2. The date for application of the material to the aforesaid portions of roadway will be determined at the sole discretion of the County, and will be at such time as material is available and can be applied.
3. The Ratepayer acknowledges that it is his / her responsibility to flag the desired area and to confirm footage with the County Foreman prior to application.
4. The Ratepayer acknowledges and agrees that the County only guarantees the life expectancy of the material for the current season and any future repairs will be billed out as per the County's Dust Control Policy.
5. The Ratepayer agrees that the County shall be permitted to scarify, grade, and return the said portions of roadway back to normal gravel and dirt surface when it is deemed necessary by the County to eliminate potholes and maintain a reasonably smooth surface to the said portions of roadway.
6. The County shall not be required to re-apply Dust Control Material after returning the roadway back to a normal gravel and dirt surface and any subsequent application of Dust Control Material to the said roadway shall be subject to reapplication by the Ratepayer, approval by the County, and entering into a new Dust Control application agreement.

7. The County shall apply the Dust Control Material on the said portions of roadway to a width of Twenty Four (24) feet or to such additional width as the County in its sole discretion may decide.
8. The Ratepayer agrees to release any claims they might have against the County for any damages to real and personal property owned or occupied by them, including damages to trees and crops growing or located on their said real property, and further agree to indemnify the County against all liabilities, costs, suits, claims, demands, actions and causes of actions of any kind for which the County may become liable by reason of the application of Dust Control Material to the said roadway or any injury or damage to property occasioned to or suffered by any person or any property, crops, trees, or livestock by reason of the application of Dust Control Material to the said roadway.

IN WITNESS THEREOF this Agreement has been executed on behalf of the County of Forty Mile No. 8 by its proper officers in that behalf and has been duly executed by the Owner.

DATED AND SIGNED the day and year first above set forth.

RATEPAYER:

COUNTY OF FORTY MILE NO. 8:

Signature

Public Works Representative

SCHEDULE 'A'

Legal Description

Owner's Name

Mailing Address

Telephone

Total Cost (plus GST)

To a Maximum of 200 Metres

