

**COUNTY OF TWO HILLS NO. 21**

**Policy Number**

**PUB-DUS-1**

**Title**

**Dust Control**

**Page 1 of 1**

**Date Approved**

**March 7, 1996**

**Policy**

The County of Two Hills will provide dust control services to resident owners or authorized occupants of lands adjoining county roads where the residence is located.

Upon receipt of payment 50% (by the resident) of the Public Works predetermined cost and the execution of the "Dust Control Services Agreement" (a copy of which is on the following pages) the County will provide one application of dust control material to a recommended length of 600 feet on the County road abutting the access to the resident's premises. The County is only obliged to provide dust control services if there are sufficient requests from residents within the general vicinity of the resident's premises.

That all County residents be sent a mailout advising Dust Control application deadline, stating length of application period being April 1 to May 15, effective 2019.

County approved dust control products – corner residences (dwelling) within 150 feet of the County right-of-way will pay 50% for each application of 600 feet.

The County will make the decision whether to proceed with the work or to refund the applicants money within 90 days of the execution of the agreement.

**Purpose**

To provide dust control services to residents if it is economically feasible.

**Definition**

**Revisions**

August 4, 1999    April 11, 2001    March 14, 2006    September 9, 2008    June 4, 2015  
April 25, 2018    April 24, 2019

**THIS AGREEMENT** made this                    day of                    , A.D. 20                    .

BETWEEN:

THE COUNTY OF TWO HILLS NO. 21  
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

(being a resident of the County,  
hereinafter referred to as the "Resident")

OF THE SECOND PART

### **DUST CONTROL SERVICES AGREEMENT**

**WHEREAS** the Resident is the registered owner or authorized occupant of the following property:

**AND WHEREAS** the Resident resides upon lands adjoining the following road within the County's control and maintenance:

**AND WHEREAS** County Council has authorized that dust control services may be provided by the County to certain residents upon the terms and conditions in this agreement, in accordance with Policy PUB-DUS-1.

**NOW THEREFORE** the County and resident agree with each other as follows:

1. Upon receipt of payment of 50% (by the resident) of the Public Works predetermined cost and the execution of the "Dust Control Services Agreement", the County will provide one application of dust control material to a maximum length of 600 feet on the County road abutting the access to the residents premises. The County is only obliged to provide dust control services if there are sufficient requests from residents within the general vicinity of the residents premises.

The County will make the decision whether to proceed with the work or to refund the applicants money within 90 days of the execution of the agreement.

a) **The Resident hereby acknowledges that the Dust Control Application is for the ensuing season only and is not intended to last more than one season.**

2. The Resident has forwarded at the time of signing the Agreement, either a certified cheque or cash in the amount of 50% of the predetermined cost.
3. The Resident is only entitled to one application of dust control materials by the County and any additional application will require the execution of a separate agreement.
4. The Resident agrees to indemnify and save harmless the County, its workman, agents, servants and contractors from and against all claims, demands, actions and costs including legal fees on a solicitor-client basis, whatsoever that may arise, directly or indirectly, out of any act or omission arising from the performance or purported performance of this agreement.
5. Wherever the singular or plural is used throughout this agreement, the same shall be construed as meaning the singular, plural, body politic or body corporate where the fact or context so requires, and the provisions of this agreement shall be construed to be joint and several when applicable to more than one party.

**IN WITNESS WHEREOF** the County has affixed its corporate seal as evidenced by the hands of its proper officers and the Resident has duly executed, as of the date and year above.

**COUNTY OF TWO HILLS NO. 21**

Per: \_\_\_\_\_  
Reeve

Per: \_\_\_\_\_  
County Administrator

SIGNED, by the Resident in the  
Presence of the following witness,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness