

SCHEDULE 'A'

AGREEMENT made this _____ day of _____, 2023. Agreement No.2023-_____

Dust suppression Magnesium Chloride

BETWEEN:

**County of Vermilion River
In The Province of Alberta**

_____ (Name)
 _____ (Mailing Address)
 _____ (Rural Address)
 _____ (Legal Address)
 _____ (Phone)

**(Hereinafter called "the Client")
OF THE SECOND PART**

Would Like 200 meters of Dust Suppressant Applied

_____ Number of Additional Meters @ \$5.00 per Linear Meter= \$ _____

Lives 250 meters or more from a municipal roadway and would like _____ Meters of Dust Suppressant applied

@ \$5.00 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

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 agent on the roadway in front of the Client's residence or farmstead for a maximum length of roadway equal to 200 meters.
2. If the Client's residence or farmstead is 250 meters or more from a municipal road, 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***
3. On Schedule B the Client shall indicate, by drawing, where the 200-meter dust suppression agent is to be applied on the municipal roadway. A sample drawing is provided on the Schedule B.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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***
9. It is understood by both parties to this agreement that no dust suppression applications will be made until payment is received as identified above.
10. 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.
11. The Client agrees to indemnify and same harmless the Municipality, 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.

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.

IN WITNESS WHEREOF THE PARTIES hereunto affix their signatures on the date and year first written above.

PROPERTY OWNER

COUNTY OF VERMILION RIVER

WITNESS

WITNESS