



# MD of Pincher Creek No.9 Agreement to Purchase Services



## DUST CONTROL– APPLICATION DEADLINE MAY 1

Between:

Landowner Name	Mailing Address	City	Prov.	Postal Code	Phone

Hereinafter called the APPLICANT(S) and the MD of Pincher Creek, hereinafter referred to as the MD, the APPLICANT(S) do hereby request the following dust suppression be done as outlined below:

Legal Land Description	Civic Address	Dust Control Product	Length (meters)
		____ Lignosulfonate ____ MG30 (Mag Chloride 30%)	

In consideration of the mutual covenants contained in this AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- The APPLICANT(s) agrees to pay for a minimum length of 100 lineal meters as per policy C-FIN-529 Fees and Charges.
  - NOTE: Landowners in subdivisions that do not have more than 50 lineal meters in front of their property can apply for a minimum of 50 lineal meters.
- In consideration of weather conditions, traffic and road structure, there shall be **no warranty** period with respect to the performance or duration of the dust control.
- The driveability and the safety of the road is the MD's top priority and the dust suppression area will be reverted back to its gravelled surface when deemed necessary by the graderman or his supervisor.
- The MD shall attempt to initiate dust control activities within the first two weeks of June of each calendar year with due consideration given to weather, road conditions and supply of material.
- To allow for product ordering and timelines, if your agreement is not completed prior to the application deadline of May 1, there is no guarantee the service will be completed that year.
- The MD will not apply dust suppression product to private property and will only apply dust suppression product for corporate entities with Council approval.
- The primary dust control suppressants of the MD will be Lignosulfonate, MG 30 (magnesium), and Calcium Chloride. All dust abatement products will meet the approved requirements of the Alberta Transportations highway maintenance specifications.
- By signing this document you will waive certain legal rights including the right to sue, claim for damages, or seek compensation from the MD of Pincher Creek No.9
- To Hold Harmless and Indemnify the MD from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself/ourselves, or any other financial loss or expense including without restriction. Legal expenses and costs on a solicitor-and-his-own-client full indemnity basis, as a result of the MD supplying materials or services.

I acknowledge that I have read, have had the opportunity to ask questions and clarifications before signing, and understand this entire application form including the waiver of Liability and release and I agree to be legally bound by it.

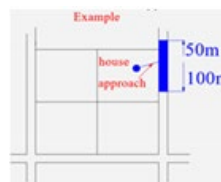
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the MD of Pincher Creek in the Province of Alberta.

Applicant

Witness

### Important – Applicant Must:

- Indicate on the plan, the approximate location of the house and entrance/approach.
- Indicate the project area along Municipal road.
- Measure and mark beginning and end of section with ribbon on fenceline.



The MD reserves the right to adjust the section length to the agreed amount should a discrepancy exist.

This personal information is being collected under the authority of the MD of Pincher Creek. It is protected by the privacy provision of the FOIP Act. If you have any questions about the collection, contact the FOIP Coordinator at 403-627-3130

MD Box 279 Pincher Creek Alberta T0K 1W0/1037 Herron Ave/P 403-627-3130/F 403-627-5070/info@mdpincercreek.ab.ca