

Valley County Road Department

55 Gold Dust Rd
Cascade, ID 83611
Phone (208) 382-7195
roadapplications@valleycountyid.gov



Permit for Dust Abatement in County Right-of-Way

Applicant: _____ Signature: _____

Address: _____ Phone: _____

County Road Name: _____ Total Feet: _____

*** Attach a site plan specifying start and stop points. Stake the location with 4' stakes and green ribbon. Stakes must be maintained throughout the season. ***

Applicant shall notify the Valley County Road Department a minimum of 5 working days prior to application of dust abatement. Valley County may grade the section of road to be treated as necessary prior to application. Valley County will continue to grade and/or perform maintenance activities on any county-maintained roads as needed for the safety of the traveling public i.e.: potholes, washboards, etc. even after the dust abatement product has been applied.

Applicant understands that the life of a dust control treatment to a gravel road is normally only through the dry season in which it is applied and may be shorter depending on the traffic volume and weather conditions. Valley County makes no guarantee whatsoever as to the contractor's performance or the product's continued effectiveness after application is on the road.

It is expressly understood by the applicant that the permission granted is not permanent or perpetual permission. Valley County reserves the right in granting permission to at any time and for any reason revoke and terminate the same. A Permit for Dust Abatement in County Right-of-Way shall be valid for the current year only and must be applied for annually.

I hereby agree that I have read and understand the above facts concerning the use of dust abatement products.

Applicant Signature

Date

Valley County Road Staff/Title

Date

The applicant agrees:

- All disputed work regarding the performance of the contractor/product upon application and thereafter shall be between the property owner and the contractor. Property owners are responsible for all financial arrangements and payment of the product application to the contractor they select.
- That any and all corrective action that may become necessary because of failure to comply with the procedures and conditions of this permit will be completely at the Applicant's expense. Applicant further agrees that Valley County may cause corrective action to be taken at Applicant's expense should Applicant fail to take corrective action within the time specified by the County, or the Applicant could not be notified within a reasonable amount of time of the need of corrective action.
- The application of diesel fuel, stove oil, motor oil, etc. for dust abatement purposes is **STRICTLY PROHIBITED** by law.

INDEMNIFICATION: To the fullest extent permitted by law, Applicant agrees to defend, hold harmless and unconditionally indemnify VALLEY COUNTY and all of their respective employees against and for all liabilities, cost and expenses including attorney's fees and expenses of investigation, claims and damages which VALLEY COUNTY may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Applicant's breach of this permit or acts or failures to act by Applicant or its employees or agents in the performance of the Permit.

(Applicant's Initials)_____