

BIG LAKES COUNTY

P.O. Box 239
High Prairie, AB T0G 1E0

Phone: (780) 523-5955
Fax: (780) 523-4227

SNOWPLOWING PRIVATE DRIVEWAYS

MEMORANDUM OF AGREEMENT made this _____ day of _____, 20_____.

BETWEEN:

BIG LAKES COUNTY
A Municipal Corporation in the Province of Alberta
(hereinafter referred to as the "County")

AND

(hereinafter referred to as the "Owner or Lessee")

OF THE FIRST PART

OF THE SECOND PART

WHEREAS the Owner or Lessee is the owner, purchaser or lessee of the following land:

_____ (Legal Description)

_____ (Rural Address Sign)

_____ (Mailing Address)

_____ (Phone)

_____ (Name of Land Owner)

and

WHEREAS the Owner or Lessee has requested the County to maintain the private driveway when such driveway becomes impassable or hazardous due to weather conditions; and

WHEREAS Council for the County has authorized the maintenance of private driveways when such driveway becomes impassable or hazardous due to weather conditions.

NOW THEREFORE the County and the Owner or Lessee for the consideration hereinafter named, agrees as follows:

1. The County agrees to snowplow the private driveway when so requested by the Owner or Lessee, however, the County shall not be under any obligation to do so and the maintenance shall be carried out at the sole discretion of the County. Maintenance may be affected by the County road priorities, work schedules, weather or other conditions.
2. The County shall have the right to refuse to snowplow any private driveway that is, in the County's sole opinion, hazardous or impractical to do so, in any way whatsoever.
3. This agreement shall commence on the date of signature and shall expire **April 30, 20_____ (maximum 3 years)**.

Please initial: _____
Applicant

Big Lakes County

4. The charge(s) to carry out the snowplowing of private driveways will be as follows:
 - a) Snowplowing will be charged at the current County rates with a minimum charge of \$68.00 and is subject to change from time to time at the discretion of Council.
 - b) Snowplowing after the first ½ hour will be charged at a rate of \$136.00 per hour.
5. The County shall forward to the Owner or Lessee statements showing all charges incurred by the Owner or Lessee for snowplow maintenance jobs done by the County and the Owner or Lessee covenants and agrees to pay for all charges not later than thirty (30) days immediately following the invoice date of the account by the Owner or Lessee. In the event that the Owner or Lessee does not pay his account, the County will refuse to do further snowplowing until the account is paid and any account remaining outstanding shall be a debt due to the County.
6. The Owner or Lessee hereby covenants and agrees that any damage to the Owner's or Lessee's property resulting from the maintenance operations carried out by the County shall be at the Owner's or Lessee's sole risk and that the County shall not be responsible for any loss, damage or injuries sustained by the Owner or Lessee as a result of the maintenance by the County on the Owner or Lessee's driveway.
7. This Agreement may be cancelled by either party by giving a seven (7) day written notice to the address appearing above.
8. This Agreement cannot be assigned or transferred.
9. The OWNER or LESSEE acknowledges and agrees that he/she has READ and UNDERSTANDS THE TERMS of this Snowplowing Private Driveways Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hand to this Agreement the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

Witness Signature

OWNER OR LESSEE SIGNATURE

PRINTED NAME OF OWNER OR LESSEE

BIG LAKES COUNTY

Director of Public Works

The personal information on this form is being collected for the purpose of handling snowplowing private driveway agreements under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act, and is protected by the FOIP Act. If you have any questions about the collection, contact the Big Lakes County FOIP Assistant at phone (780) 523-5955.

Triangle No.: _____