

Flag No. _____

New Flag Required _____

PRIVATE DRIVEWAY MAINTENANCE AGREEMENT

This agreement made this _____ day of _____, _____ between

BRAZEAU COUNTY
(Hereinafter referred to as "County" of the first part)
AND

Please Print
(Hereinafter referred to as "Owner or Lessee")

Please specify: Owner _____ Lessee _____

WHEREAS, the Owner or Lessee is the Owner, Purchaser, or Lessee of the following land:

QUARTER _____ SECTION _____ TWP _____ RANGE _____ W5M

LOT _____ BLOCK _____ PLAN NO. _____

RURAL ADDRESS _____

SUBDIVISION NAME _____

MAILING ADDRESS _____

TOWN _____ POSTAL CODE _____

PHONE NO. (HOME) _____ (WORK/CELL) _____

The personal information being collected on this form will be used for the purpose of determining eligibility for the snowplowing private driveways program. It is protected by the privacy provisions of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection, contact the FOIP Co-ordinator, Brazeau County, at 780-542-7777.

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 had authorized the maintenance of private driveways when such driveways become impassable or hazardous due to weather conditions.

1. PROTOCOL

- Place the flag at the end of your driveway immediately after a snowfall has ended (visible from the public road), ONLY when you wish to have your driveway plowed. Placing the flag out after the grader has gone by is too late.
- If your driveway is accessed by a paved road, please call 780-542-7777 and let the County know when you've placed your flag out.
- The plowing season is from October 1st to September 30th of any given year.
- The first plowing of the season is free, each plowing after is a minimum charge as per the schedule of fees.
- Seniors are free if the "EXEMPTION DECLARATION" section of this agreement has been executed.

2. The grader will make one pass into the residence and one pass out, only. The County will not plow out fuel tanks, corrals, parking areas, etc.
3. The plowing will happen only when it is convenient for the County to do so. After the most recent snowfall event has ended, expect a wait of up to 7 days before driveways are plowed. If immediate plowing is required, the landowner/resident will have to seek other options to have the snow removed. The County's first priority is public roads.
4. It is the landowner's responsibility to ensure there is enough room to accommodate the grader.
5. The County has the right to refuse service. If the driveway is "treed" in, meaning if a grader cannot make it in and out without damaging the grader with limbs breaking antennas off etc., then the County will not plow the driveway.
6. The County is not responsible for any damage to the private property.

NOW THEREFORE, the County and the Owner or Lessee for the consideration hereinafter named, agree 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 will be affected by the COUNTY road priorities, work schedules, weather or other conditions. The County will attempt to carry out the work within seven (7) working days.
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. The charge(s) to carry out the snowplowing of private driveways will be as follows:
 - a) The first snowplowing per season (fall to spring) will be at no charge.
 - b) Additional snowplowing will be charged at the current Alberta Road Builders & Heavy Construction Association (ARHCA) rates with a minimum charge as per the schedule of fees.
4. Exemptions of clause 3 shall be as follows:
 - a) No charge for snowplowing to community centers (halls), and cemeteries.
 - b) No charge for snowplowing in situations requiring immediate medical attention or funerals.
 - c) Snowplowing of private driveways and/or roads that become impassable or hazardous due to snow conditions will be charged according to the current Alberta Road Builders & Heavy Construction Association rates with a minimum charge as per the schedule of fees.
 - d) Snowplowing of private driveways for commercial property, industrial property and trailer courts may be carried out at the discretion of the County when private equipment is not available and at the current Alberta Road Builders & Heavy Construction Association rates.
 - e) Exemptions over and above the standard one plowing at no cost is being offered to households where an able bodied individual (usually male) does not reside on the premises. More specifically, this could apply to seniors (that live alone on the property), disabled or handicapped (when no other able bodied individual resides on the property), and widows who cannot carry out the work themselves (or have no other able bodied individual on the property). Individuals must sign the declaration stating their eligibility.
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 covenant and agree to pay for all charges not later than thirty 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 to the County.
6. The Owner or Lessee hereby covenant and agree that he will at all times indemnify and save harmless the County, its servants and employees from and against all loss, damage, injury or liability sustained, however caused, which may at any time arise while the County is maintaining the private driveway of the Owner or Lessee.
7. The Owner or Lessee hereby covenant and agree that any damage to the Owner or Lessee property resulting from the maintenance operations carried out by the County shall be at the Owner or Lessee risk and the County shall not be responsible for any loss, damage, or injuries sustained by the Owner or Lessee as result of the maintenance by the County on the Owner or Lessee driveway.
8. This agreement may be cancelled by either party give a (7) seven day written notice to the address appearing above.
9. This agreement cannot be assigned or transferred.
10. The Owner or Lessee acknowledges and agrees that he/she has read and understands the terms of this Snowplowing Private Driveway Agreement.

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

SIGNED AND DELIVERED in the presence of:

Witness Signature

Owner or Lessee Signature

Printed Name of Witness

Printed Name of Owner or Lessee

Brazeau County expressly consents to the use of electronic signatures, PDF copies, or facsimile copies as valid and enforceable evidence of the parties agreeing to the terms of this agreement.

PLEASE NOTE: Snowplowing will be carried out only after the Owner or Lessee has made a request for the work and has signed this agreement.

EXEMPTION DECLARATION

I hereby declare that I am eligible, under the terms of agreement (see clause 4), to be exempt from additional charges over and above the initial free plowing. I fall under the following category.

Handicapped/Disabled _____ Widow _____ Senior _____

I am aware that should there be an able bodied individual residing on the property, I am not eligible for the exemption.
The County reserves the right to request verification.

Owner or Lessee Signature