

SNOWPLOW AND LANE GRADING AGREEMENT

THIS AGREEMENT made this _____ day of _____ A.D. 20____

Between:

Sturgeon County a Municipal Corporation

(hereinafter call "the Municipality")

OF THE FIRST PART

And

(NAME) (hereinafter call the "the Land Owner") of _____
(MUNICIPAL ADDRESS) (in the Province of Alberta)_____
Mailing Address (if different than Municipal Address)**WHEREAS** the Owner desires the Municipality to grade or snowplow his/her private driveway located at_____
W4M (TELEPHONE NUMBER)_____**WHEREAS** the Owner desires the Municipality and Owner mutually agree as follows:

1. The Municipality agrees to grade or plow the private driveway of the owner when so requested by the Owner, provide that such grading or snowplowing shall only be undertaken at the discretion of the Municipality and only after the public roads and highways have been graded or cleared of snow to the satisfaction of the Municipality.
2. The Owner shall indicate to the Municipality his request for grading or snowplowing of private lane by phone call to the Transportation Customer Support and shall pay the applicable fee in full prior to the service being completed. The driveway must have a municipal address sign.
3. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at anytime during the continuation of this Agreement occur to any person or to the property of any person including the Owner, as a result of any such snowplowing operation. More particularly, and without limiting the generality of the foregoing, the Owner covenants and agrees that any damage to the Owners property resulting from the snowplowing or grading operations shall be the Owner's sole risk and expense.
4. The Municipality shall have the right to refuse to snow plow any private driveway, when in the opinion of the Municipality's operator it would be hazardous or difficult to do so.
5. The Owner must mark and identify any and all obstructions.
6. The Owner shall not assign or transfer his/her interest under this agreement without first obtaining the written consensus of the county.
7. The Agreement may be revoked at any time by either party with no notice required.

...Over

IN WITNESS THEREOF this Agreement has been executed on behalf of the Sturgeon County under its Corporate Seal, by its proper officers in that behalf, and has been duly executed by the Owner.

SIGNED SEALED & DELIVERED

In the presence of

STURGEON COUNTY

Per:

Transportation Supervisor, or designate

Witness as to the signature of the Owner

Owner

Snowplowing and/or Land Grading Program

In order for the County to offer its snowplowing and lane grading services to residents, some restrictions have been imposed. The grader operators will **not** do the following:

1. Grade driveways less than 14 feet wide;
2. Open gates;
3. Maintain Texas Gate or other types of cattle guards;
4. Grade areas which are obstructed by overhanging trees or other barriers;
5. Grade feedlots, haystacks, silos or yards.

**To request snow removal services, call 780-939-8252. (Fax # 780-939-8274)
Include your full name, municipal and mailing address, legal description, and phone number.**

Receipt # _____

The personal information collected under Section 33 (c) of the Freedom of Information and Protection of Privacy Act will be used to carry out Snow Plowing or Grading activities related to your application. If you have any questions about the collection and use of this information, please contact the Sturgeon County Access & Privacy Officer at 9613 – 100 Street, Morinville, Alberta, T8R 1L9 (780) 939.1312 or via email at foip@sturgeoncounty.ca.