

# Snow Removal/Driveway Grading Agreement

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

BETWEEN:

**BEAVER COUNTY (Hereinafter called "the County")**

**780 663-3730**

**Box 140, Ryley, Alberta T0B 4A0**

**780 663-3602 fax**

OF THE FIRST PART,

And \_\_\_\_\_ Phone: \_\_\_\_\_

Of (mailing address) \_\_\_\_\_

In the Province of Alberta, (hereinafter called "the Owner")

OF THE SECOND PART,

WHEREAS, the "Owner" is the owner, of the following lands:

\_\_\_\_\_ (Portion: NW/NE/SW/SE) \_\_\_\_\_ (Section) \_\_\_\_\_ (Twp) \_\_\_\_\_ (Rge) W4M or, \_\_\_\_\_ (Plan) \_\_\_\_\_ (block) \_\_\_\_\_ (lot)

\_\_\_\_\_ Municipal Address (911)

WHEREAS The Owner desires the County to snowplow/grade his private driveway when such driveway becomes impassable or hazardous due to conditions.

NOW, THEREFORE, the County and the Owner for the consideration hereinafter named, agree as follows:

1. The County will determine whether the service can be provided without causing damage in terms of width of area or turning area.
2. The County will provide the service at its discretion in terms of time lines (ie. After bus routes, main roads and regular roads have been completed).
3. Owner will advise the office when driveways require this service. The operator will complete the service at his/her discretion for the optimum benefit of the area of grading. The operator shall then submit to the County office a time and location for billing purposes.
4. (a) The Owner hereby agrees to pay to the County at a rate established by the County.  
(b) The County shall compile statements of all charges incurred by the Owner and shall furnish copies of such statement to the Owner.  
(c) The Owner hereby agrees to pay the account for all charges not later than 30 days immediately following the receipt of the account aforesaid. In the event the Owner does not pay his account as provided for in 30 days the County may refuse to do further snowplowing/grading until the account is paid.
5. Owners in multi-lot subdivisions shall post their lot and block number at the driveway where it will be clearly visible to the grader operator.
6. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the County, his servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance of this Agreement occur to any person or the property of any person including the Owner.
7. The Owner shall not assign or transfer his interest under this Agreement without first obtaining the written consent of the County.
8. The Owner hereby covenants and agrees that any damage to the Owner's property resulting from snowplowing/grading operations shall be at the Owner's sole risk.

IN WITNESS WHEREOF, the parties have duly executed this Agreement hereto.

\_\_\_\_\_  
OWNER (S)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COUNTY

## **SENIOR CITIZENS OR PERSONS WITH HEALTH ISSUES**

Notwithstanding sections 1 to 8 above, Senior Citizens (persons 65 years of age or older) or Persons with Health Issues that prevent them from clearing snow from their driveway are eligible for Snow Clearing of their driveway to a maximum of 6 events per calendar year, to a maximum of 30 minutes per event.

I, \_\_\_\_\_, certify that at least one resident on the property is age 65 years or older, or  
(owner name)  
Has health issues that prevent any residents from being able to clear snow from the driveway, and can provide documentation if requested.

\_\_\_\_\_  
OWNER (S)

\_\_\_\_\_  
WITNESS

This personal information is being collected under the authority of the Municipal Government Act and will be used for administering the Senior Citizens or Persons with Health Issues. 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 Margaret Jones, Assistant Chief Administrative Officer, Beaver County, Box 140, Ryley, AB T0B 4A0, (780) 663-3730.