

# SENIORS/DISABLED RESIDENTS SNOWPLOWING AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD, 20\_\_\_\_

**BETWEEN**

**LAC LA BICHE COUNTY** (hereinafter called the "County")

**OF THE FIRST PART**

**- AND -**

**Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

(Hereinafter called the "Owner").

**OF THE SECOND PART**

**WHEREAS** the "Owner" is the owner, purchaser or lessee and primary resident of said land:

**Municipal Address and Legal Land Description**

**WHEREAS** the Owner desires the County to snowplow their private driveway when such driveway becomes impassable or hazardous due to snow conditions.

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

- (1) The County agrees to snowplow the private driveway of the Owner when so requested by the Owner however, it shall be understood that such snowplowing shall be undertaken at the discretion of the County and only after the public roads have been cleared of snow to the satisfaction of the County, as to the "Snow Removal and Ice Control" Policy.
- (2) (a) The Owner hereby agrees that this agreement will entitle him to have his **driveway** snowplowed by the County to the mutually agreed limits upon the Owner's property.  
(b) The Owner hereby understands that the provision of this service is provided free of charge based on the length of driveway to be plowed is less than 300m and the time required for the equipment is not greater than 15 minutes. Exceptions to this will be considered on an individual basis.  
(c) The owner hereby agrees that they are limited to 2 driveway plowings per month and that the plowing of a driveway will be subject to meeting an accumulation of 150mm (6 inches) of snow to qualify for a plowing, including drifting. Additional driveway plowing may be completed at the discretion of the County and will be subject to an accumulation of 6" (150 mm) of snowfall to qualify, including drifting.  
(d) The Owner hereby agrees that the tab will be placed at the entrance to the Owner's driveway and shall be returned to the County when said land is no longer their primary residence. The numbered tab at all times remains the property of the County.
- (3) Either Party may terminate this agreement by serving Notice of Intent to do so on the other Party not less than 30 days in advance of the termination period.
- (4) The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the County, its 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.
- (5) The Owner shall not assign or transfer his interest under this Agreement without first obtaining the written consent of the County.
- (6) The County shall have the right to refuse to snowplow any private driveway that in the opinion of the operator will be unsafe or difficult to snowplow.

Notwithstanding sections 1 to 6 above, I certify that at least one resident of the property is age 65 years or older or has health issues that prevent any residents from being able to clear snow from the driveway and can provide documentation.

Date of Birth: \_\_\_\_\_ Proof of Provincial Handicap Sticker: \_\_\_\_\_

Your personal information is being collected under the authority of Section 33 (c) of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection and use of this information, please contact the FOIP Coordinator for Lac La Biche County at 780-623-1747.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto.

**SIGNED** in the presence of:

\_\_\_\_\_  
**OWNER OR LESSEE**

\_\_\_\_\_  
**WITNESS**

**SIGNED** in presence of:

\_\_\_\_\_  
**LAC LA BICHE COUNTY**

\_\_\_\_\_  
**WITNESS**