

Lac La Biche County *Policy*

TITLE: PRIVATE DRIVEWAY AND ROAD MAINTENANCE

POLICY NO: PW-30-010

RESOLUTION: 22.958

EFFECTIVE DATE: JANUARY 12, 2010

DEPARTMENT RESPONSIBLE:
TRANSPORTATION SERVICES

NEXT REVIEW DATE: OCTOBER 25, 2026

POLICY STATEMENT:

Lac La Biche County desires to provide a reasonable level of snowplowing and grading of private driveways and roadways.

"Original Signed"

Chief Administrative Officer

October 28, 2022

Date

"Original Signed"

Mayor

November 3, 2022

Date

SPECIAL NOTES/CROSS REFERENCE: PI-30-010

AMENDMENT DATE: March 6, 2018 and October 25, 2022

Procedure

TITLE: PRIVATE DRIVEWAY AND ROAD MAINTENANCE

PROCEDURE NO: PW-30-010

DEPARTMENT RESPONSIBLE:
TRANSPORTATION SERVICES

EFFECTIVE DATE: MARCH 6, 2018

NEXT REVIEW DATE: OCTOBER 25, 2026

PROCEDURE:

1. The County will offer to snowplow and grade private driveways as the County operations permit at an established fee as per the applicable bylaw and policy.
2. Senior citizens over the age of 65 years of age and citizens with disabilities shall receive snowplowing services free of charge subject to the following conditions:
 - i. A senior citizen and/or citizens with disabilities who lives permanently in their own house on their own land; or
 - ii. A senior citizen and/or citizens with disabilities who is renting a residence and is living in the residence on a full-time basis; or
 - iii. The provision of this service does not apply to driveways that are not accessed directly from a County roadway.
 - iv. A senior citizen and/or citizens with disabilities are limited to 2 driveway plowings per month.
 - v. 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, including drifting to qualify.
3. All residents receiving snowplowing or grading services are required to enter into the relevant, "Snowplowing/Grading" Agreement as attached to this policy forming Schedule "A" and Schedule "B". The agreement shall be signed by the landowner or lessee and if applicable, payment received prior to services being completed.
4. All residents who have entered into a Snowplowing/Grading Agreement and who requests snowplowing or grading services are required to purchase a flag at designated locations. Residents who purchase a flag are limited to 2 driveway plowings per month.
5. The resident shall contact the Lac La Biche County Administration Office to notify the Transportation Services Department when they require the service. Once the snowplowing or grading services have been completed the operator will notify the office.

6. Citizens with disabilities and senior citizens will be assigned a number, which will be placed on the municipal sign corresponding to the above-mentioned property. When snowplowing/grading services are no longer required, the Lac La Biche County Administration Office must be notified for removal of the number sign (orange tab).
7. The maximum length of the driveway to be serviced through the purchase of a flag is 300 meters. For driveways that measure in excess of 300 meters additional flags will have to be purchased. The number of additional flag(s) to be purchased will be based the number of 300-meter increments measured over the entire length of the driveway.
8. The snowplowing/grading service is available only to the driveway from the County Road to the residence and does not include snowplowing/grading to granaries, fuel, water, wastewater and propane tanks, barns, shelters, garages, etc.
9. The snowplowing/grading service will not be provided in cases where the County equipment operator determines the driveway is too narrow, contains sharp turns, or for any reason that may impede the operation of a snowplow truck and/or grader. Driveway must be able to safely accommodate conventional equipment in the provision of this service. Grading services shall not be provided unless there is sufficient existing gravel present to maintain the driveway.
10. With the exception of senior citizens and citizens with disabilities Lac La Biche County does not provide snowplowing/grading of private driveways and roadways as described by this policy within County urban subdivisions and hamlets. In the provision of this service the driveway must have a length in excess of 30 meters. The driveway must have ample room to accommodate a turnaround for the County equipment and also have adequate space for placement of snow.
11. The County shall not provide deicers and gravel for the snowplowing/grading services.
12. Snowplowing/Grading of private driveways will only take place after the required snowplowing/grading of all County roads, fire halls and community halls are to be completed as outlined in the “Snow Removal and Ice Control” Policy.

"Original Signed"

Chief Administrative Officer

October 28, 2022

Date

SPECIAL NOTES/CROSS REFERENCE: PI-30-010

AMENDMENT DATE: March 6, 2018 and October 25, 2022

SNOWPLOWING/GRADING AGREEMENT

THIS AGREEMENT MADE THIS

DAY OF

, A.D., 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 of the following land:

Municipal Address and Legal Land Description

WHEREAS the Owner desires the County to snowplow/grade 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/grade the private driveway of the Owner when so requested by the Owner however, it shall be understood that such snowplowing/grading shall only be undertaken at the discretion of the County and only after the public roads have been cleared of snow/graded to the satisfaction of the County, as to the "Snow Removal and Ice Control" Policy.
- (2)
 - (a) The Owner hereby agrees to pay to the County a sum of Fifty Dollars (\$50.00) (per Snowplowing/Grading Request Flag "(hereinafter referred to as the Flag or Flags)" purchased from the County.
 - (b) The Owner hereby agrees that they are limited to 2 driveway plowings per month. 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.
 - (c) The Owner hereby agrees that each Flag purchased will entitle him to have his **driveway** snowplowed/graded by the County to the mutually agreed limits upon the Owner's property.
 - (d) The Owner hereby agrees that the maximum length of driveway to be plowed/graded for one **Flag is no longer than 300m based on the provision of the equipment dedicated to that task for a duration of 15 minutes or less.**
 - (e) Additional flags will have to be purchased for lengths of driveways exceeding 300m and/or requiring time exceeding 15 minutes. The number of flags will be prorated based on the length of driveway based on 300m increments.
 - (f) The County no longer uses physical flags, when a flag is purchased, the County will track the number of flags purchased and the number of times the driveways get plowed.
- (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/grade any private driveway that in the opinion of the grader operator will be hazardous or difficult to snowplow/grade.

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

SIGNED in the presence of:

OWNER OR LESSEE

WITNESS

SIGNED in the presence of:

LAC LA BICHE COUNTY

WITNESS

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