



Public Works and Engineering SNOW PLOWING / GRADING PRIVATE DRIVEWAYS

Suite 101, 1101-5th Street
Nisku AB T9E 2X3

Phone (780) 955-7226, Fax (780) 955-7814

THIS AGREEMENT made as of the _____ day of _____, 20____

BETWEEN:

Leduc County
(Hereinafter called "the County")

OF THE FIRST PART,

-and-

Name: _____

Mailing Address: _____

Phone: _____

(Hereinafter called "the Owner")

OF THE SECOND PART,

WHEREAS, the Owner is the owner, purchaser or lessee of the following lands:

Legal Land Description	Municipal Address

WHEREAS, the Owner desires the County to provide snow plowing services for his/her 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 to the conditions as noted on this Agreement.

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

SIGNED, SEALED & DELIVERED:

Owner or Lessee **Date**

Leduc County **Date**

1. The County agrees to provide snow plowing services for the private driveway of the Owner when so requested by the Owner. It should be understood that such snow plowing shall only be undertaken at the sole discretion of the County and in accordance with Leduc County's Snow Plowing Policy (TS-13).
 - a) The County may plow snow for a resident's private driveway up to three (3) times per season free of charge; additional snow plowing services requested by the Owner will be charged as per the current version of the Leduc County Schedule of Fees and Charges.
 - b) Snow plow services shall be limited to the driveway of the residence and no snow plowing shall be undertaken to granaries, haystacks or other non-residential accesses.
 - c) Snow plowing of roads shall be the highest priority. Snow plowing for private driveways shall be provided only after roads are deemed to be in an acceptable condition.
2. The County shall compile statements of all charges incurred by the Owner and shall furnish copies of such statements to the Owner.
3. The Owner agrees to pay the County for all charges, no later than 30 days following the receipt of the statement of account. In the event that the Owner does not pay his/her account, the County shall refuse to do further snow plowing until the account is paid in full, and any account remaining outstanding shall be a debt due to the County.
4. The Owner hereby covenants and agrees that he/she will at all times indemnify and save harmless the County, their agents and employees from and against any and all loss, damage, or injury however caused, which may at any time during the continuance of the Agreement occur to any person or the property of any person including the Owner.
5. The County shall have the right to refuse to provide snow plowing for any private driveway that, in the operator's opinion, will be hazardous or extremely difficult to perform the work, wherein, the County will provide written notice.
6. The Owner shall not assign or transfer his/her interest under this Agreement without first obtaining the written consent of the County.
7. The Agreement may be revoked at any time by either party, by giving five (5) days notice to the other party.

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 Plow activities related to your application. If you have any questions about this collection, please contact Deryld Dublanko, Manager, Maintenance & Material Supply, Leduc County, at (780) 955-2446.

To request snow removal services email your request to snow@leduc-county.com.
Please include your full name, legal location, and phone number.
Or call 780-955-7226 ext. "2"