



LAC LA BICHE COUNTY POLICY

TITLE: PRIVATE DRIVEWAY AND ROAD MAINTENANCE POLICY NO: PI-30-010	
RESOLUTION: 10.007	EFFECTIVE DATE: JANUARY 12, 2010
LEAD ROLE: MANAGER, TRANSPORTATION SERVICES	NEXT REVIEW DATE: JULY 13, 2011
SPECIAL NOTES/CROSS REFERENCE: IS-30-010 PW-015	AMENDMENT DATE:

POLICY STATEMENT:

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

PROCEDURE:

1. The County will offer to snowplow and or grade private driveways and roadways as County operations permit at an established rate for services.
2. All residents receiving snowplowing or grading services are required to enter into a "Snowplowing/Grading" Agreement as attached to this policy forming Schedule "A". The agreement shall be signed by the landowner and payment received prior to services being completed.
3. All residents who have entered into a Snowplowing/Grading Agreement and who requests snowplowing or grading services are required to purchase a flag as per the schedule of fees. When the resident requires the driveway or roadway snowplowed or graded, the resident shall be required to place the flag in a location adjacent to the County roadway, visible to the County Equipment Operator. The resident shall contact the Lac La Biche County Administration Office to notify the Planning and Infrastructure Services Department of the flag placement. Once the snowplowing or grading services have been completed the County Equipment Operator will pick up and retain the flag.
4. Citizens with disabilities and Senior Citizens over the age of 65 years of age and shall receive snowplowing services free of charge subject to the following criteria:
 - 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.
 - iii. Two (2) flags at a time will be issued to Senior Citizens and/or Citizens with disabilities.

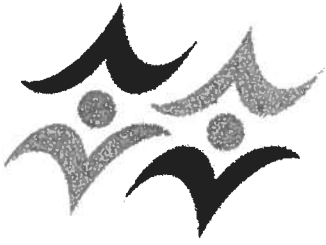
5. The maximum amount of time for snowplowing/grading that may be required each time service is provided shall not exceed 15 (fifteen) minutes.
6. The snowplowing/grading service is available only to the driveway from the County road to the residence and does not include snowplowing/grading to granaries, fuel, water, wastewater and propane tanks, barns, shelters, garages, etc.
7. 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. Grading services shall not be provided unless there is sufficient existing gravel present to maintain the driveway.
8. Lac La Biche County does not provide snowplowing/grading of private driveways and roadways as described by this policy within County residential subdivisions and hamlets.
9. The County shall not provide de-icers and gravel for the snowplowing/grading services.
10. Snowplowing/Grading of private driveways will only take place after the required snowplowing/grading of all County roads, fire halls, community halls, and walking trails are completed as stated in the "Snow Removal and Ice Control" Policy No. IS-31-009.

"Original Signed"
Chief Administrative Officer

January 22, 2010
Date

"Original Signed"
Mayor

January 22, 2010
Date



Lac La Biche County
welcoming by nature.

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 -

(hereinafter called the "Owner").

OF THE SECOND PART

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

; and

WHEREAS, the Owner desires the County to snowplow/grade his 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 Twenty-five Dollars (\$25.00) per Snowplowing/Grading Request Flag "(hereinafter referred to as the Flag or Flags)" purchased from the County.
 (b) The Owner hereby agrees that each Flag purchased will entitle him to have his **driveway only** snowplowed/graded by the County to the mutually agreed limits upon the Owner's property.
 (c) The Owner hereby agrees that the maximum time of driveway to be plowed/graded for **one Flag is 15 minutes**.
 (d) The Owner hereby agrees that the Flag or Flags placed at the entrance to the Owner's driveway shall be returned to the County upon completion of each snowplowing/grading.
- (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.
- (7) The Owner shall not be entitled to a refund for any purchased Flags unless he moves from the County.
- (8) Flag at all times remains the property of the County.

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

SIGNED in the presence of:

OWNER OR LESSEE

SIGNED in the presence of:

LAC LA BICHE COUNTY