



2011/2012 SNOWPLOWING AGREEMENT

THIS AGREEMENT made this _____ day of _____, A.D., _____, between:

Starland County
a municipal corporation (hereinafter called the "municipality")

of the first part, and

_____ of _____
(landowner name) (address)

Telephone Number: _____

in the Province of Alberta, (hereinafter called the "owner")

WHEREAS the owner desires the Municipality to grade or snowplow his private driveway located

at _____ Division No. _____

and/or bins located at: _____
(Legal Description)

NOW THEREFORE the Municipality and Owner mutually agree as follows:

1. The Municipality agrees to plow the private driveway of the owner in conjunction with regular snowplowing operations, at the discretion of the Grader Operator, each time the adjacent municipal road is plowed, provided that such snow removal operations shall only be undertaken at the discretion of the Municipality and shall in no way interfere with the regular supply of services and maintenance to the municipality at large.
2. The Owner agrees to pay to the Municipality at the minimum rate of \$35.00 for plowing each time the service is rendered. Time required for additional snow removal operations (bins etc.) will be charged at the full hourly rate of \$90.00 per hour. Any additional work requested by the Owner, beyond the laneway, will only be provided if the additional operations requested do not interfere with the normal snow removal operations on municipal roads.
3. The Owner agrees to pay all charges made by the Municipality for such work not later than thirty (30) days following the date on which the Municipality mails a statement of such charges to the Owner. In the event the Owner does not pay his account as aforesaid provided, the Municipality may refuse to do further work for the Owner until the account is paid, and any outstanding account for such work shall be constituted as a debt due from the Owner to the Municipality. The Owner can cancel his participation in the program at any time, by providing notice to the Administration Office in Morrin, Alberta.
4. More particularly, and without limiting the generality of the foregoing, the Owner covenants and agrees that any damage to the Owner's property resulting from the snowplowing or grading operations shall be the Owners sole risk and expense.
5. The Municipality shall have the right to refuse to snowplow any private driveway, when in the opinion of the Municipality's operator it would be hazardous or difficult to do so, or the local roads require immediate attention. Council also reserves the right to cancel this program if they so desire.

IN WITNESS THEREOF this Agreement has been executed on behalf of Starland County under its Corporate Seal, by its proper officers in that behalf, and has been duly executed by the Owner.

STARLAND COUNTY

Reeve

Owner's Signature

Chief Administrative Officer

Witness as to the signature of the Owner