

**MUNICIPAL DISTRICT OF BIG LAKES**

P.O. Box 239  
High Prairie, AB T0G 1E0

Phone: (780) 523-5955  
Fax: (780) 523-4227

**SNOWPLOWING PRIVATE DRIVEWAYS**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

THE MUNICIPAL DISTRICT OF BIG LAKES **AND** \_\_\_\_\_  
A Municipal Corporation in the Province of Alberta (hereinafter referred to as the "Municipality") (hereinafter referred to as the "Owner or Lessee")

OF THE FIRST PART OF THE SECOND PART

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

\_\_\_\_\_  
(Legal Description)  
\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
Phone (daytime): \_\_\_\_\_  
\_\_\_\_\_  
(Name of Land Owner)

and

WHEREAS the Owner or Lessee has requested the Municipality to maintain the private driveway when such driveway becomes impassable or hazardous due to weather conditions; and

WHEREAS Council for the Municipality has authorized the maintenance of private driveways when such driveway becomes impassable or hazardous due to weather conditions.

NOW THEREFORE the Municipality and the Owner or Lessee for the consideration hereinafter named, agrees as follows:

1. The Municipality agrees to snowplow the private driveway when so requested by the Owner or Lessee, however, the Municipality shall not be under any obligation to do so and the maintenance shall be carried out at the sole discretion of the Municipality. Maintenance may be affected by the Municipal road priorities, work schedules, weather or other conditions.
2. The Municipality shall have the right to refuse to snowplow any private driveway that is, in the M.D.'s sole opinion, hazardous or impractical to do so, in any way whatsoever.
3. This agreement shall commence on the date of final signature and shall expire \_\_\_\_\_ years (maximum 3) from the date of final signature.

**Please initial:** \_\_\_\_\_  
Applicant MD of Big Lakes

4. The charge(s) to carry out the snowplowing of private driveways will be as follows:
  - a) Snowplowing will be charged at the current Municipal rates with a minimum charge of \$35.00 and from time is subject to change at the discretion of Council.
  - b) Snowplowing after the first ½ hour will be charged at a rate of \$70.00 per hour.
5. The Municipality shall forward to the Owner or Lessee statements showing all charges incurred by the Owner or Lessee for snowplow maintenance jobs done by the Municipality and the Owner or Lessee covenants and agrees to pay for all charges not later than thirty (30) days immediately following the invoice date of the account by the Owner or Lessee. In the event that the Owner or Lessee does not pay his account, the Municipality will refuse to do further snowplowing until the account is paid and any account remaining outstanding shall be a debt due to the Municipality.
6. The Owner or Lessee hereby covenants and agrees that any damage to the Owner's or Lessee's property resulting from the maintenance operations carried out by the Municipality shall be at the Owner's or Lessee's sole risk and that the Municipality shall not be responsible for any loss, damage or injuries sustained by the Owner or Lessee as a result of the maintenance by the Municipality on the Owner or Lessee's driveway.
7. This Agreement may be cancelled by either party by giving a seven (7) day written notice to the address appearing above.
8. This Agreement cannot be assigned or transferred.
9. The OWNER or LESSEE acknowledges and agrees that he/she has READ and UNDERSTANDS THE TERMS of this Snowplowing Private Driveways Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hand to this Agreement the day and year first above written.

SIGNED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
OWNER OR LESSEE SIGNATURE

\_\_\_\_\_  
PRINTED NAME OF OWNER OR LESSEE

MUNICIPAL DISTRICT OF BIG LAKES

\_\_\_\_\_  
Superintendent of Public Works

The personal information on this form is being collected for the purpose of handling snowplowing private driveway agreements under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act, and is protected by the FOIP Act. If you have any questions about the collection, contact the Municipal District of Big Lakes FOIP Assistant at phone (780) 523-5955.

Triangle No.: \_\_\_\_\_