

Snowplow Flag Program Hold Harmless Agreement

Public Works

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THIS AGREEMENT, MADE ON THE ABOVE NOTED DATE, BETWEEN:

Lac Ste. Anne County
a municipal corporation (hereinafter called "the County")
OF THE FIRST PART, AND

OF THE FIRST PART, AND			
Land Owner Name:	(hereinafter called "the Owner) OF THE SECOND PART		
Municipal Address:			
Mailing Address (if different than Municipal Address):			
Telephone Number(s):	Roll Number:		

WHEREAS the Owner desires the County and the Owner mutually agree as follows:

- 1. The County agrees to grade or snowplow the private driveway of the Owner when so requested by the Owner, provided that such grading or snowplowing shall only be undertaken at the discretion of the County and only after the public roads and highways have been graded or cleared of snow to the satisfaction of the County.
- 2. The Owner shall indicate to the County their request for grading or snowplowing of private driveway by phone call to the County Administration Office and shall pay the applicable fee in full prior to the service being completed. The driveway must have a municipal address sign.
- 3. The Owner hereby covenants and agrees that they 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 anytime during the continuation of this Agreement occur to any person or to the property of any person including the Owner, as a result of any such snowplowing operation. 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 Owner's sole risk and expense, as per Policy 04-040-008.
- 4. The County shall have the right to refuse to snowplow any private driveway, when in the opinion of the County's Public Works department it would be hazardous or difficult to do so. The driveway must be a minimum of 22 feet wide and have a clearance of at least 18 feet high.
- 5. The Owner must mark and identify any and all obstructions.
- 6. The Agreement is non-transferable and may be revoked at any time by either party without notice required.
- 7. Private driveway snowplowing will include one pass of the snowplow unit in from the local road to the general parking area of the residence and one pass back out to the local road. As per Policy 04-040-008.

Box 219, Sangudo AB T0E 2A0

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IN WITNESS THEREOF this Agreement has been executed on behalf of by its proper officers in that behalf, and has been duly executed by the	f Lac Ste. Anne County under its Corporate Seal, Owner.
SIGNED SEALED AND DELIVERED in the presence of:	
Witness as to the Signature of the Owner	Owner
	General Manager of Operations or Designate LAC STE. ANNE COUNTY

This personal information is being collected in accordance with section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act*. If you have any questions about the collection, use or disclosure of this personal information, please contact Lac Ste. Anne County FOIP Coordinator at the address below.

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