

PRIVATE DRIVEWAY SNOWPLOWING POLICY

Purpose of Policy:

To authorize the Municipal District of Fairview No. 136 (the "MD") to enter into Service Agreements (attached as Schedule "A") with eligible local landowners for the MD to provide snowplowing services on private unpaved residential driveways. Services provided in accordance with this Policy are discretionary, subordinate to the obligations of the MD to maintain roads under its direction, management and control, and subject to the availability of the necessary equipment and personnel.

Policy Statements

1. The Public Works Department ("Public Works") of the Municipal District of Fairview No. 136 (the "MD") is authorized to undertake snowplowing of unpaved residential driveways located on private property ("Private Driveway Snowplowing") in accordance with this Policy.
2. Notwithstanding anything contained within this Policy or the Service Agreement (attached as Schedule "A"), the level, timing and condition of any Private Driveway Snowplowing offered or provided at any time is subject to:
 - (a) the limitations inherent to the municipal budget;
 - (b) the limitations inherent to the availability of human resources and equipment;
 - (c) the limitations inherent to the constant changing nature of weather and road conditions; and
 - (d) the general limitations inherent to the provision of services on an economically practical and feasible basis;
 - (e) the limitations inherent to service request deadlines as set by administration.

all of which factors are taken into account in the establishment of this Policy, the allocation of resources to provide the services contemplated within this Policy, and the directions to Public Works in carrying out the services and implementing this Policy.

A. CONDITIONS FOR SERVICE

3. All previously distributed driveway snowplow flags must be returned to the municipal office prior to applying for future private driveway snowplough services.
4. The deadline for application for private driveway snowplow service shall be October 31 each year. There shall be NO EXCEPTIONS to this deadline.
5. Subject to Paragraph 12 of this Policy, Public Works shall not conduct Private Driveway Snowplowing on a private driveway, unless:
 - (a) The owner of the private driveway has submitted, and the MD has accepted, a signed copy of the Service Agreement, or such other agreement approved by the Chief Administrative Officer as providing equal or greater protection to the MD;
 - (b) The MD has conducted a Safety Inspection of the private driveway to identify any hazards and determine its suitability for Private Driveway Snowplowing (an "Inspection"); and
 - (c) Upon conducting such an Inspection, Public Works has determined that the private driveway is in a condition suitable for Private Driveway Snowplowing to be conducted.
6. If the person who is to receive Private Driveway Snowplowing is not an owner of the property, the Service Agreement must be fully executed by both the person and the owner of the property.

B. PRIVATE DRIVEWAY SNOWPLOWING PRIORITY

7. Private Driveway Snowplowing will be conducted in an order determined by Public Works, with consideration given to the following factors (in no particular order):
 - (a) The availability of maintenance equipment and personnel;
 - (b) The existence of Public Works maintenance equipment and personnel in the vicinity of the private driveway;
 - (c) The current condition(s) of roads under the direction, management and control of the MD, and the necessity of providing road inspection or road maintenance services thereto;

C. INSPECTION AND MAINTENANCE REPORTS

8. Upon conducting an Inspection pursuant to Paragraph 3(c) of this Policy, the inspector shall document:

- (a) The date that the Inspection was conducted;
- (b) The location where the Inspection was conducted;
- (c) Whether, in the opinion of the inspector, the private driveway is in a condition that is suitable for Private Driveway Snowplowing;
- (d) Whether, in the opinion of the inspector, any actions or upgrades are recommended before the private driveway is to receive Private Driveway Snowplowing;
- (e) Any hazards on or adjacent to the private driveway that do not preclude the provision of Private Driveway Snowplowing, but should be identified for the information of personnel responsible for conducting Private Driveway Snowplowing;
- (f) Any other information considered relevant by the person responsible for conducting the Inspection.

9. Upon completion of any Private Driveway Snowplowing, personnel from Public Works shall make note of any such Private Driveway Snowplowing conducted, and shall document:

- (a) The date that the Private Driveway Snowplowing was conducted;
- (b) The location where the Private Driveway Snowplowing was conducted;
- (c) Any concerns or damage that arose in the course of the Private Driveway Snowplowing;
- (d) Any hazards on or adjacent to the private driveway observed by the person conducting the Private Driveway Snowplowing; and
- (e) Any other information considered relevant by the person responsible for conducting the Private Driveway Snowplowing.

D. OWNER/OCCUPANT RESPONSIBILITIES

10. The Person receiving Private Driveway Snowplowing shall ensure that the driving path is clearly marked and remains clearly marked and free of obstruction and obstacles at all times throughout the winter months.
11. The Public Works Superintendent will provide each grader operator and hamlet loader operator with a list of driveway locations for which Service Agreements are in place. Under no circumstances are grader/loader operators to provide Private Driveway Snowplowing to any property without prior direction from the Public Works senior management or the Chief Administrative Officer.
12. Private Driveway Snowplowing will only include one pass of the snow plow unit in from the local road to the general parking area of the residence and one pass back out to the local road. For clarification, Private Driveway Snowplowing to the residence does not include garages, shops, barns, fuel tanks, hay stockpiles, etc.

E. DISCRETION OF MD

11. The provision of Private Driveway Snowplowing is offered at the sole discretion of Public Works, and Public Works may, at any time, discontinue providing this service without notice.
12. Notwithstanding the requirements and considerations of Paragraph 3 of this Policy, the MD is authorized to conduct Private Driveway Snowplowing at any time where:
 - a. An Emergency, as defined in Section 541 of the *Municipal Government Act*, is occurring or has occurred, and the Private Driveway Snowplowing is deemed necessary by Public Works, a Peace Officer, a Firefighter, or other MD or government personnel; or
 - b. The condition of a private driveway interferes with, or otherwise poses a hazard to members of the public, or to users of a highway under the direction, management and control of the MD.

F. HAZARDS ON PRIVATE DRIVEWAYS

13. If an employee determines that the condition of the private driveway poses an undue hazard to equipment or the safety of the employee or contractor, the employee or contractor shall:

- a. discontinue the Private Driveway Snowplowing;
 - b. make note of the hazardous condition in a Maintenance Report for the Private Driveway; and
 - c. report the hazardous condition to the Manager of Public Works for the MD.
14. Upon receipt of a report of a hazardous condition existing on a private driveway, the Manager of Public Works is authorized to discontinue the provision of Private Driveway Snowplowing on the private driveway until such time as an inspection and, if applicable, repair to the private driveway occurs.

G. OTHER

15. Unless explicitly noted, the provisions of this Policy shall apply only to the snowplowing of residential driveways located on private property within the MD.

Policy Number: **32-S-4**

Date Approved: **November 4, 2013**

Reviewed: **October 14, 2014**

Amended: **October 14, 2014**

Reviewed: **July 26, 2016** Amended : **July 26, 2016**

Reviewed: **September 12, 2017**

Reviewed: **August 21, 2018**

SCHEDULE "A"

PRIVATE DRIVEWAY SERVICE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 20__

BETWEEN:

Municipal District of Fairview No. 136
(the "MD")

-AND-

(the "**Owner**")

IN CONSIDERATION OF the provision of services contemplated herein, as well as the mutual agreements made by the parties, the parties hereby covenant and agree as follows:

1. The Owner desires for the MD to perform snow plowing in the winter months on the Owner's residential driveway located on property municipally described as _____ and legally described as follows:

[LEGAL DESCRIPTION]

(the "Lands")

2. The MD agrees to provide such snow plow services (the "Services"), for a fee of **\$ 200.00** per season, as determined by the MD in its sole discretion and in accordance with MD Policy No. 32-S-4 the *Private Driveway Snowplowing Policy*, as amended from time to time (the "Policy"), the terms of which form a part of this Agreement.
 - 2.1 No fee shall be required for driveway snowplowing services for driveways designated as school bus routes upon written confirmation from Peace River School Division No. 10 of such designation. The property owner must enter into the service agreement before the service will commence at no fee. It is the responsibility of the property owner to obtain written confirmation of the designation from Peace River School Division No. 10 each year of service application.
3. Payment to be made prior to inspection. If the driveway does not pass inspection, the property owner must request a refund.

4. The term of this Agreement shall be from the date of this Agreement until **May 31, 2019** or such time as either party provides written notice to the other party of termination of this Agreement.
5. A copy of the Policy and this agreement have been provided to the Owner and may be viewed at the MD's office.
6. The Owner agrees to clearly mark the driveway and to ensure that the driving path remains clearly marked and free of obstructions and obstacles at all times during the term of this Agreement. The Snowplowing flag provided by the MD must be clearly visible from the road and remains the property of the MD to be returned to the MD by **June 30, 2019. Eligibility for service in subsequent years will be dependent on the return of the flag.**
7. The Owner is 18 years of age or older, and is aware that the provision of the Services involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:
 - (a) the use of equipment or materials related to the performance of the Services;
 - (b) the actions or negligence of the Owner or others on the Lands;
 - (c) the actions or negligence of the MD or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind; or
 - (d) additional risks arising out of the Services and related events and activities.
8. The Owner freely accepts and assumes all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to the Owner.
9. The Owner hereby agrees as follows:
 - (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that the Owner has or may have in the future against the MD or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind;
 - (b) **TO RELEASE THE MD** and its council, officers, employees, volunteers, agents, invitees, and representatives of any kind, from any and all liability for injury, death, property damage, property loss or any other loss or expense that the Owner may suffer or that the Owner's next of kin or legal representatives may suffer as a result of the Services due to any cause whatsoever, including negligence on the part of the MD or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind;

- (c) **TO HOLD HARMLESS AND INDEMNIFY THE MD** and its council, officers, employees, volunteers, agents, invitees, or representatives of any kind from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including the Owner or a third party, as a result of the Services, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** the Owner, and his heirs, next of kin, executors, administrators and assigns.

10. The Owner hereby acknowledges that the Owner has read and understood the foregoing and the Policy, and has had the opportunity to ask questions and clarifications before signing. The Owner acknowledges that the Owner understands the content, import and meaning of this Agreement and the Policy, and hereby agrees, approves and consents to the terms thereof.

11. The addresses of the parties to which all notices shall be addressed or served is as follows:

To the MD at: **PO Box 189**
Fairview, AB T0H 1L0
Fax: 780-835-3131
Telephone: 780 – 835-4903

To the Owner at: _____
 _____, Alberta _____
Telephone: 780 - ____ - _____

12. The information on this form is collected and received pursuant to the terms and provisions of the MD's privacy and/or confidentiality policies or bylaws established or amended and replaced from time to time, and may be held and utilized in accordance with such policies/bylaws, the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act*.

Witness

Owner's Signature

**MUNICIPAL DISTRICT OF
FAIRVIEW NO. 136**

Owner's Name (Print)

Per: _____

Occupant's Signature
(if different than Owner)

Occupants Name (Print)