

# RURAL RESIDENTIAL SNOWPLOWING AGREEMENT

Mackenzie County

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, AD

**BETWEEN** **MACKENZIE 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:

\_\_\_\_\_  
(Legal Description) (Tax Roll #)

\_\_\_\_\_  
(Telephone Number) (Address)

**WHEREAS,** the Owner desires Mackenzie County to snowplow/icepick his private driveway when such driveway becomes impassable or hazardous due to snow/ice conditions.

**NOW, THEREFORE,** Mackenzie County and the Owner for the consideration hereinafter named, agree as follows:

- (1) Mackenzie County agrees to snowplow/iceblade the private driveway of the Owner when so requested by the Owner, however it shall be understood that such snowplowing/iceblading shall only be undertaken at the discretion of Mackenzie County and only after the public roads and highways have been cleared of snow/ice to the satisfaction of Mackenzie County AND IN ACCORDANCE WITH Public Works Policy PW004.
- (2) (a) The Owner hereby agrees to pay to Mackenzie County the sum-of Fifteen Dollars (\$15.00) + G.S.T. for the Snowplowing Indicator ("hereinafter referred to as the Indicator ").  
(b) The Owner hereby agrees that the Indicator purchased will belong to the Owner and he/she will be invoiced each time the snow is removed from their driveway at the cost of Twenty Dollars (\$20.00) + G.S.T. for each service when the Indicator is present.  
(c) The Owner hereby agrees that the maximum length of driveway to be snowplowed is 1/4 mile (400 meters) or 15 minutes whichever is lesser (most direct route to the residence) each time the Indicator is present, subject to other snowplowing/operational priorities. For icepicking the maximum length is 50 feet, Owner must call County office to request this service specifically.
- (3) Either Party may terminate this agreement by serving Notice of Intent to do so on the other Party.
- (4) The Owner hereby covenants and agrees that he will at all times indemnify and save harmless Mackenzie County, it's 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 Mackenzie County.
- (6) Mackenzie County shall have the right to refuse to snowplow/iceblade any private driveway that in the opinion of the operator will be hazardous or difficult to snowplow/iceblade.
- (7) The Owner may return the Indicator sign, however shall not be entitled to a refund for any purchased Indicator.
- (8) Mackenzie County reserves the right to transfer any outstanding unpaid Snow Plowing Services to the property owners tax rolls.

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

**SIGNED** in the presence of:

\_\_\_\_\_  
**MACKENZIE COUNTY STAFF**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**INDICATOR #**

\_\_\_\_\_  
**CUSTOMER #**

\_\_\_\_\_  
**DIRECTOR**

This information is being collected in accordance with Part 2 of the Freedom of Information and Protection of Privacy Act. Our Freedom of Information and Protection of Privacy Act Coordinator, is available to answer any questions you may have pertaining to the collection and use of the information and may be contacted at (780) 927-3718. This information may be used for any county purpose.