Appendix B

SENIOR AND /OR HANDICAPPED SNOWPLOWING AGREEMENT

Mackenzie County

THIS AGREEMENT MADE THIS _____DAY OF _____, 20 _____, AD

BETWEEN **MACKENZIE COUNTY**

OF THE FIRST PART

-and-

_____ _____

(hereinafter called the "owner"). (confirmed senior +/or handicapped status)

OF THE SECOND PART.

WHEREAS, the "Owner" is the owner of the following lands: Number of houses on property : _____

_____

(Legal Description) (Tax Roll #)

_____

(Telephone Number) (Address)

Please list those people residing in the above noted property

Spouse: _____ Dependents: _____

WHEREAS, the Owner desires the Mackenzie County to snowplow their private driveway when such driveway becomes impassable or hazardous due to snow conditions.

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

(1) Mackenzie County agrees to snowplow the private driveway of the Owner at the discretion of Mackenzie County and only after the public roads and highways have been cleared of snow to the satisfaction of Mackenzie County and in accordance with Public Works Policy PW004. Snowplowing services for Senior/and or Handicapped persons are required to pay all fees as set out in the Fee Schedule Bylaw.

(2) Residents of this property are:

(a) one primary resident or their spouse is a **senior**
(b) **handicapped persons**
(c) dependants (under 18 years of age) of seniors and/or handicapped persons.

(3) 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.

(4) Either Party may terminate this agreement by serving Notice of Intent to do so on the other Party.

(5) The Owner hereby covenants and agrees that they 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.

(6) The Owner shall not assign or transfer his interest under this Agreement without first obtaining the written consent of Mackenzie County.

(7) Mackenzie County shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow/iceblade.

(8) The flag at all times remains the property of Mackenzie County.

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 will be used for the purpose which it was collected only.