



APPENDIX A – SNOWPLOWING & GRADING OF PRIVATE DRIVEWAYS APPLICATION

Snowplow Flags – select one:

- Paid
 Senior Verified Staff Initials _____
 Disability Verified Staff Initials _____
 Low Income Verified Staff Initials _____

Private Driveway Grading

Contact Information (hereinafter called the “Landowner”)

Landowners First & Last Name	Tenant/Occupant First & Last Name (if applicable)
Contact Phone Number	Email Address
Snowplow Flag Number (1 per visit for Benefits Program)	Blue Sign Address

Snowplow and Grading of Private Driveways

Woodlands County will grade or plow the private driveway of the Landowner when so requested by the Landowner, provided that such grading or snowplowing shall only be undertaken at the discretion of Woodlands County and only as Woodlands County operations permit. Woodlands County shall have the right to refuse to snowplow or grade any private driveway when in the opinion of Woodlands County's operator, it would be hazardous or difficult to do so.

The Landowner shall indicate to Woodlands County their request for snowplowing of a private driveway by the placement of a flag in a suitable place so that the grader operator can easily see said flag. Flags will be made available at Woodlands County office and will be sold for a reset charge set by Woodlands County Council.

In order for Woodlands County to provide snowplowing and private driveway grading services, please note the following:

- Grading services will be charged at the rate established in the **Fees and Charges Bylaw**, per **half-hour**, as may be amended from time to time. A copy of the **Fees and Charges Bylaw** may be viewed at the Woodlands County Office or on the Woodlands County website (www.woodlands.ab.ca).
- One (1) Flag = 300 Meters** of snowplowing or grading.
- A **minimum 30-minute fee** will be applied to all jobs taking less than 30 minutes.
- If grading exceeds 30 minutes, the property owner will be **invoiced to the next 30-minute interval** upon completion.
- Charges for the snowplowing and grading will be billed by Woodlands County monthly and payment is due to Woodlands County within 30 days of the date of the invoice, subject always to the **Fees and Charges Bylaw**.

This information is being collected in accordance with section 4(c) of the *POPA* and is being collected for the purpose of establishing an agreement between the Landowner and the County for providing snowplowing and grading of private driveway services. Questions about the collection or use of this information can be directed to the Access and Privacy Officer, Woodlands County 780-778-8400.



- In the event the Landowner who is party to this Application dispose of the subject property, move or for any reason whatsoever no longer reside at the subject property, the Landowner **WILL ENSURE** that all flags are returned directly to the County office.

The following restrictions apply. The grader operator **will NOT**:

- Plow or grade driveways less than **16 feet wide** or those with insufficient room to pile snow.
- Open gates.
- Maintain **Texas gates** or other types of **cattle guards**.
- Grade areas obstructed by **overhanging trees** (minimum 16 feet of clearance required) or other barriers.
- Grade **feedlots, haystacks, silos, or yards**, except where snowplowing is approved under **extenuating circumstances**.

Prior to grading your driveway, it is the Landowner's responsibility to contact **Click Before You Dig at 1-800-242-3447** or www.utilitysafety.ca.

The term of the provision of snowplowing and private driveway grading services shall be from the date written below until such time as either the County or Landowner provides written notice to the other party of termination of the snowplowing and private driveway grading services.

I have read, understood, and agree to the terms and conditions outlined above.

Landowner Signature

Date

For office use:

Paid by **Cash** **Debit** **Credit Card** **Option Pay** **Benefits Program**

Waiver signed by landowner (or previously signed waiver confirmed on file)

Updated Spreadsheet

Scanned to F/Infrastructure/Snow Flag

Notes:

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APPENDIX B – SNOWPLOW & GRADING WAIVER

Landowners First & Last Name	Date (mm/dd/yyyy)
Mailing Address	Blue Sign Address

IN CONSIDERATION of the opportunity to participate in the provision of snowplowing and/or grading services (the “**Services**”) by Woodlands County (the “**County**”), I, the undersigned the Landowner, agree as follows:

1. That I, the **Landowner**, am 18 years of age or older, and am 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 Landowner or others on the Lands;
 - (c) the actions or negligence of the County 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.
2. That I, the **Landowner**, 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 Landowner.
3. That I, the **Landowner**, do hereby remise, release and forever discharge the **County**, as well as its respective executors, administrators, officials, councillors, employees, contractors, agents, successors and assigns, or representatives of any kind, and its insurer (collectively referred to as the “**Releasee**”) of and from any and all manners of action, causes of action, suits, general damages, special damages, costs, claims and demands of every nature and kind at law, or in equity, or under statute, which I, the **Landowner** has, may have or ever has had, by reason of any matter or cause or thing whatsoever existing up to and including the date hereof, arising directly or indirectly out of the provision of Services rendered on property under my ownership, control or direction, including, but not limited to, any claims related to negligence, property damage, drainage, safety, accessibility and landscaping.
4. That I, the **Landowner** agree to release the **Releasee** from any and all liability for injury, death, property damage, property loss, or any other loss or expense that I may suffer or that respective next of kin or legal representatives may suffer as a result of the provision of Services rendered on property under my ownership, control or direction, due to any cause whatsoever, including negligence on the part of the **Releasee**.
5. That I, the **Landowner**, agree to indemnify and hold harmless the **Releasee** from any and all liability for injury, death, property damage, property loss, or any other loss or expense to any third party or other financial loss or expense, including legal expenses and costs on a solicitor-and-his-own-client full indemnity basis, as a result of the provision of Services rendered on property under my ownership, control or direction.

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6. That I, the **Landowner**, acknowledge that this agreement will be effective and binding upon myself and my heirs, next of kin, executors, administrators, and assigns.
 7. That I, the **Landowner**, hereby acknowledge this agreement is governed by and construed in accordance with the laws of the Province of Alberta.
 8. That I, the **Landowner**, was advised to seek independent legal advice and that I have had the opportunity to seek independent legal advice with respect to the matters addressed in this Waiver and the terms which have been agreed to by me, the **Landowner**, and that I fully understand this Waiver and the terms herein.
 9. That I, the **Landowner**, hereby acknowledge that I have read the foregoing and the Fees and Charges Bylaw. I acknowledge that I understand its content, import, and meaning and hereby do approve and consent to the above, as of the date first written above.
 10. In the event I, the **Landowner**, no longer have ownership, director or control of the subject property, this Waiver shall become null and void, and the County shall not provide any further Services.

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES AND SEEK COMPENSATION.

Witness* Name (*print*): _____

Landowner Name (*print*): _____

Witness* Signature: _____

Landowner Signature: _____

**A witness may be any adult, including a Woodlands County employee present at the time of signing.*

Landowner Authorization for Tenant to Collect Flags (Optional)

I, _____, authorize my tenant _____, (Landowner Name) (Tenant Name) to collect the flags referenced in "Appendix A – Snowplowing & Grading of Private Driveways Application" from Woodlands County on my behalf. I understand that I, the **Landowner, remain fully responsible for all fees, invoices, charges, and obligations** related to snowplowing and driveway grading services under Appendix A, including ensuring that the flags are returned to the Woodlands County if I, the Landowner, dispose of the property, move, or for any reason no longer reside at the property.

Landowner Signature: _____ **Date:** _____

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