

**Vulcan County
Driveway Maintenance Agreement**

THIS AGREEMENT made the _____ day of _____ 2023.

BETWEEN: **VULCAN COUNTY (the County)**
a municipal corporation established and existing
under the laws of the Province of Alberta

- *and* -

WHEREAS the Owner/Lessee has requested that the County perform certain maintenance work on their driveway located on the owner/lessee's land legally described as:

TO WIT:

(Hereinafter referred to as the "Lands")

Upon the terms and subject to the conditions herein stated

AND WHEREAS the County is prepared to offer county equipment to do work on private land, but only if it is an emergency or no private equipment is available to perform the work as required by Section 193 of the Municipal Government Act.

NOW THEREFORE WITNESSETH that the County and the Owner/Lessee agree as follows:

1. The County, subject to the express limitation in paragraph 6 herein, shall perform the following work on the said lands in accordance with the terms and conditions of this agreement (hereinafter referred to as "the said work"):
2. The County shall perform the driveway maintenance and/or snow plowing only on an as required, very limited, basis.
3. The Owner/Lessee agrees to clearly mark the route to be plowed so that the snow plow is not in danger of being damaged or of doing damage to property obscured by the snow.
4. The Owner/Lessee represents that he is the owner/lessee of the said lands and agrees to indemnify and save harmless the County in respect of any claims or demands which may at any time hereafter be brought against the County or any employee of the County performing the said work by any person, firm or corporation by reason of the performance of the said work.
5. The Owner/Lessee hereby releases the County from any responsibility for any damages or losses to the Owner/Lessee, the Owner/Lessee's property or property located on the Owner/Lessee's lands as a result of the work being done.
6. The Owner/Lessee acknowledges and agrees that the work to be performed by the County pursuant to this agreement will be done if equipment and manpower are available and that priority will be given to normal County municipal work. The County will not be responsible for any damages or losses suffered by the Owner/Lessee as a result of the County being unable to perform the work upon request.
7. This agreement is valid for a period of two (2) years.
8. The Owner/Lessee will be responsible for payment in accordance with the Fees for Service Bylaw

IN WITNESS WHEREOF the Owner/Lessee has hereunto subscribed their name this _____ day of _____ 2023.

Witness as to the signature
of the Owner/Lessee

Owner/Lessee

Telephone

Witness as to the signature of the Lessee

Lessee

Telephone

CAO/Director of Operations
(on behalf of Vulcan County)

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