

Title: Private Laneway Maintenance Policy	Policy: PW 012
Section: Public Works	

ACCOUNTABILITY TO VISION STATEMENT

Flagstaff County is committed to improving the quality of life of our citizens.

POLICY STATEMENT

The Public Works Department is authorized to undertake snow plowing and road grading on roads and laneways located on private property.

The level, timing and condition of the Private Laneway Maintenance services are subject to the limitations inherent to:

- the limited availability of human resources and equipment;
- the constant changing nature of weather and road conditions;
- the provision of services on an economically practical and feasible basis;

GUIDELINES

Private Laneway Maintenance shall be conducted given to the following factors:

- The Landowner has submitted, and the County has accepted, a signed copy of the Private Laneway Service Agreement (Schedule A).
- The County has conducted, in the presence of the Landowner, an Occupational Health and Safety Inspection/Hazard Assessment (Schedule B) of the Private Laneway to identify any hazards and determine its suitability for Private Laneway Maintenance.
- The Service Agreement and the Inspection/Hazard Assessment must be completed on an annual basis.
- An Inspection/Hazard Assessment must be completed when the Private Laneway is visible. If there is too much snow, it can't be done and therefore the service cannot be provided. The Landowner can request to be placed on a list for the following year.
- In the course of conducting the Inspection/Hazard Assessment, should the inspector determine that the condition of the Private Laneway poses an undue hazard, the County may conclude not to provide this service or until such time as the hazard has been eliminated.
- Upon the signing of a Service Agreement, an Inspection has been conducted and approved; the Landowner must contact the County Office when maintenance is required.
- Private Laneway Maintenance will be conducted after all scheduled road maintenance is completed on gravel, oil and paved roads.
- A fee will be charged for this service. Please refer to the Fees and Charges Schedule.
- Where the Landowner of a Private Laneway is in arrears with respect to the payment of maintenance fees, Public Works may, without notice, discontinue the provision of Private Laneway Maintenance until such arrears are paid in full.

GUIDELINES continued

Public Works is authorized to conduct Private Laneway Maintenance at any time where:

- An emergency, as defined in Section 541 of the *Municipal Government Act*, is occurring or has occurred, and the Private Laneway Maintenance is deemed necessary by Public Works, a Peace Officer, a Firefighter, or other County or government personnel; or
- The condition of a Private Laneway 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 County.

DEFINITIONS

Private Laneway Maintenance includes the following services:

- Winter maintenance includes snow plowing and winging back snow.
- Summer maintenance includes blading.

Council Approved: March 13, 2019	Resolution #: FC20190313.1008
Reference:	

Administrative Responsibility:	Review Cycle:	Next Review Year:
Public Works Superintendent	Every 3 years	2022



SCHEDULE A PRIVATE LANEWAY SERVICE AGREEMENT

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

BETWEEN:

FLAGSTAFF COUNTY
(Hereinafter called the "County")

-AND-

(Hereinafter called 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 County to perform snow plowing in the winter months and grading in the summer months on the Owner's residential laneway and other areas of the private roads located on property municipally described as _____ and legally described as follows:

(the "Lands")

2. The County agrees to provide such snow plow and grading services (the "Services"), so far as is commercially reasonable for the County to do so, as determined by the County in its sole discretion and in accordance with County Policy PW 012 – Private Laneway Maintenance, as amended from time to time (the "Policy"), and the terms of which form a part of this Agreement.
3. The Owner agrees to pay for the Services at rates set by the County from time to time. The rates for the Services are set by Council (by Resolution) and may be amended from time to time. Please refer to the Fees and Charges Schedule.
4. The term of this Agreement shall be one (1) year commencing on the date of execution as first above written.
5. A copy of the Policy has been provided to the Owner and may be viewed at the County Office or on the County website (www.flagstaff.ab.ca).
6. Charges for the Services will be billed by the County following performance of the Services ~~monthly~~ and payment is due to the County within thirty (30) days of the date of the invoice.
7. The Owner is eighteen (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 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.
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:



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- (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 County or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind;
- (b) **TO RELEASE THE COUNTY** or 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 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 County or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE COUNTY** 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 and section 11.

11. The addresses of the parties to which all communications, notices or bills shall be addressed or served and to which all payments shall be made as follows:

To the County at: **PO Box 358
Sedgewick, Alberta T0B 4C0
Telephone: 780-384-4100**

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 County'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 Name

FLAGSTAFF COUNTY

Chief Administrative Officer or Designate

PRIVATE LANEWAY INSPECTION REPORT

Landowner(s): _____

Inspector(s): _____

Date: _____ Location: _____

APPROVED **DENIED**

Hazards Identified During Inspection (Please List):

Actions/Repairs/Upgrades Required Prior to Laneway being Approved (Please List):

Grader Operator

Supervisor

Landowner