Title: Snowplowing of Rural Residential Driveways

Policy No: 4020

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Department: Operations

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Legal References: Cross References:

Not applicable Bylaw 23-930 "Schedule of Fees"

Snowplowing Private Driveway Agreement

Purpose: To establish guidelines under which rural residential driveway snowplowing services may be provided to rural residents of Greenview.

1. DEFINITIONS

- 1.1. **Approach** means the connection between the outside edge of the shoulder or curb line and the right-of-way line of a road, intended to provide vehicular access to, from, or across the road and the adjacent or adjoining property.
- 1.2. **Co-Operatives** means the Co-ops & Enterprises in the Grande Cache Area.
- 1.3. Gated Community means a multi-residential property where access is controlled by a gate.
- 1.4. Greenview means the municipal corporation of the Municipal District of Greenview No. 16.
- 1.5. **Hamlet Residential Property** means residential property located within a hamlet within Greenview, including Debolt, Grande Cache, Grovedale, Little Smoky, Landry Heights, Ridgevalley.
- 1.6. Multi-Parcel Subdivision means a subdivision with more than 2 subdivided parcels.
- 1.7. **Non-residential Rural Property** means a rural commercial, agricultural, or institutional property or any other property not intended and approved for permanent residence.
- 1.8. **Resident** means a rural resident residing outside the boundaries of a hamlet of Greenview.

2. POLICY STATEMENT

- 2.1. Greenview will provide snowplowing for rural residents on a low-priority basis.
 - A) Low priority means that areas will be monitored weekly and will have snow and ice removed once conditions indicate the need to do so.
- 2.2. All Residents who wish to have their driveways cleared must first enter into a one time "Snowplowing Private Driveway Agreement" releasing Greenview, Greenview employees and agents from any potential liability arising from snowplow operation on private property.

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Greenview will not proceed until all documentation is complete. A sign will be provided at that time.

- 2.3. Agreements cannot be re-assigned to another person or transferred to another property.
- 2.4. Snowplow signs remain the property of Greenview. Lost or stolen signs will be replaced by Greenview at the expense of the Resident, as per the most current Schedule of Fees bylaw.
- 2.5. This policy does not apply and snowplowing services are not available to Non-residential Rural Property, Hamlet Residential Property, Multi-Parcel Subdivisions, or Gated Communities.
- 2.6. Private parking areas, granary access, hay access, and other areas are not considered driveways and will not be cleared.
- 2.7. Resident driveways will only be cleared once all other snow removal priorities have been completed. These include, in order of priority:
 - A) Arterial roads;
 - B) Local residential roads, seasonal roads, and collector roads
 - C) Greenview sideways, sidewalks, parking lots, and public buildings; and
 - D) Back lanes and other areas.

3. PROCEDURE

- 3.1. The Resident will be issued a snowplow sign indicating their agreement number. The snowplow sign is to be placed at a location easily visible to the equipment operator at the driveway entrance when the Resident requests the snowplowing service. The equipment operator will record the agreement number acknowledging that the driveway has been plowed.
 - A) It is the sole responsibility of the Resident not to display the snowplow sign when not requesting the service. Displaying the sign at the driveway entrance will be understood as the Resident's request for snowplowing service.
- 3.2. Greenview will forward statements to the Resident showing all charges incurred by the property for snowplowing completed by Greenview, and the Resident will be required to pay for all charges within thirty (30) days immediately following the date of the invoice. If the Resident does not pay their account, Greenview will not provide further snowplowing until the account is paid, and any account remaining outstanding will be a debt due to Greenview.
- 3.3. Greenview retains the right to refuse to clear a driveway should the equipment operator have any concerns about their safety, equipment damage, private property damage, the ability to exit the site, or where a closed gate prohibits access.
- 3.4. If a renter does not pay the invoiced fee, it will be applied to the landowner as per the "Snowplowing Private Driveways Agreement."

4. APPLICANT RESPONSIBILITIES

- 4.1. The applicant is responsible for completing the "Snowplowing Private Driveway Agreement."
- 4.2. The applicant is responsible for ensuring their snowplow sign is displayed appropriately for service requests or refusal.

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- 4.3. The applicant shall pay all invoiced charges within thirty (30) of receiving the invoice.
- 4.4. The applicant is required to inform Greenview of any site changes since their last completed "Snowplowing Private Driveway Agreement."

5. COUNCIL RESPONSIBILITIES

5.1. Council shall annually establish the snowplowing service fees in the Schedule of Fees bylaw.

6. ADMINISTRATION RESPONSIBILITIES

- 6.1. Administration shall administer the Rural Residential Snowplow program as per the service levels determined in this policy.
- 6.2. Administration shall notify agreement holders of program changes.

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