

**Snow Clearing Policy PW-001
Appendix A**

**SNOW REMOVAL AGREEMENT
FOR PRIVATE DRIVEWAY/LANE (RURAL)**

THIS AGREEMENT made as of the _____ day of _____, 2023 BETWEEN

THE MUNICIPALITY OF BOISSEVAIN-MORTON
(herein known as the "*Municipality*")

- AND -

THE PROPERTY OWNER, of the Municipality of Boissevain-Morton,
(herein known as the "*Owner*")

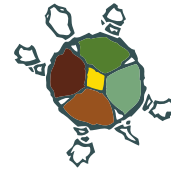
WHEREAS the Owner is the registered property owner of _____
(legal land description) in Boissevain-Morton,

AND in accordance with the Municipality of Boissevain-Morton's Public Works Policy #001
(Snow Clearing),

THE OWNER wishes to hire the Municipality of Boissevain-Morton for snow removal
for their private driveway/lane,

And THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the issuance and the release of the Development Agreement by the Municipality and the Owner and of the premises and mutual covenants, undertakings and agreements contained in this Agreement, the parties hereby agree as follows:

1. The Municipality agrees to remove snow from the private driveway/lane of the Owner, as requested by the Owner, however it shall be understood that such **snowplowing shall only be undertaken at the discretion of the Municipality and only after the public roads and highways have been cleared of snow to the satisfaction of the Municipality. This may take several days. If snow removal is required earlier than this the owner should retain the services of a private contractor.**
2. The Owner hereby agrees to pay the Municipality for the snow removal service charge as per the Municipality's set rates plus mileage to and from the RM shop to the Owner's property. The service charge rates are in accordance with the Manitoba Heavy Construction Association (MHCA)'s rates. Please contact the Municipal Office for further details and current rates.
3. The Municipality shall invoice the Owner for the snow removal service following the service completed. In the event that the invoice for snow removal service are not paid within 30 days of the billing date, the Owner understands and agrees that interest will be added at the rate of 1% per month, and any outstanding balances will be added to and form part of the taxes on the Owner's property at year end. Furthermore, the Municipality may refuse services for delinquent accounts.
4. The Municipality shall have the right to refuse to clear snow from any private driveway, that in the opinion of the Municipality's Rural Public Works Foreman deems to be hazardous or difficult to snowplow. Objects that are concealed beneath must be marked with stakes or otherwise (i.e. bricks, shrubs or small trees). Furthermore, The Municipality shall have the right to refuse to clear snow from any private driveway that in the opinion of the snowplow operator is too narrow in width or where the trees have become



overgrown.

5. While the Municipality's Rural Public Works Crew shall take the utmost care and caution while providing this service, the Municipality shall not be liable for any damage to the owner's property or contents thereon as the result of providing this service.
6. Following this signed agreement on file, the Owner understands and agrees that it is their responsibility to call the Municipal Office to arrange for subsequent snow removal services. The Owner may sign up for a one-time snow removal or a continual snow removal service for the season. Should the owner wish to receive snow removal services for the entire winter season they will check the box at the bottom of this form for 'continual service'. Should the Owner wish to end their request for continual service they can do so by contacting the Municipal Office and sending a notification in writing to end the service.
Please Note: All snow removal arrangements must be made in advance and will be scheduled in to the Municipality's Work Crew accordingly based on scheduled days and locations (i.e. for when crews are working in the area).
7. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipality, its 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.
8. The Owner agrees to indemnify the Municipality and all of its representatives against all losses arising from any actions or omissions in respect to the subject matter of this Agreement.

By signing this agreement, both parties agree to the terms as described above. Alterations to this agreement may only be made by both parties and must be placed in writing. Both parties will receive a printed copy of this agreement, and will be responsible for upholding its terms.

I wish to sign up for a one-time snow removal service

I wish to sign up for continual snow removal service for this season of _____
and understand that if I wish to discontinue this service I need to contact the Municipal Office with
advance notice as per this agreement)

Property Owner (Printed Name)

Signature,

Date

Municipality of Boissevain-Morton (signature)

Date