

RM of Wolverine No. 340 Snow Removal Agreement & Waiver

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2019

BETWEEN:

THE RURAL MUNICIPALITY OF WOLVERINE NO. 340

(hereinafter referred to as "the Municipality")

And

(hereinafter referred to as "the owner")

WHEREAS, the "Owner" is the owner, purchaser or lessee of the following lands:

Legal Description

The Owner is requesting the Municipality to undertake snow removal on their private driveway based on the above-noted land location.

The Municipality and the Owner agree as follows:

1. Prior to requesting snow removal the Owner must have a completed a current signed Snow Removal Agreement and Waiver. The Owner agrees to complete this form on an annual basis or in each year prior to snow removal being undertaken by the Municipality. For simplicity all agreements will run from October 1st – April 30th.
2. Once a signed Snow Removal Agreement and Waiver is in place, the Owner must contact the RM office and /or Public Works Supervisor to request snow removal.
3. Snow removal on private driveways will be undertaken at the discretion of the Municipality and will only be undertaken after the public roads have been cleared of snow to the satisfaction of the Municipality. Snow removal on private driveways will be undertaken during regular municipal work hours and will not be undertaken outside of these hours or on weekends.
4. The Owner hereby agrees to pay to the Municipality a minimum fee of \$150.00 (plus taxes) each time the Municipality undertakes snow removal on a private driveway. In the event that the custom work charges are not paid within 30 days of the billing date, the Owner agrees that interest will be added at a rate of 2% per month and any unpaid bills will be added to and form a part of the Owner's property taxes at year end (December 31st). The Municipality may refuse services for delinquent accounts. **Prices subject to change.**
5. In the event that the Owner is the renter of the property, payment must be made prior to the work being undertaken.
6. Snow removal will consist of one (1) pass in and one (1) pass out with the grader and snow wing.
7. The Municipality shall have the right to refuse to undertake snow removal on any private driveway that in the opinion of the municipality and its operators will be hazardous or difficult to undertake; too narrow in width or where the trees have become overgrown. Objects that are concealed because of snow coverage must be marked with stakes or otherwise.
8. The Owner hereby covenants and agrees that he will at all times indemnify and save harmless the Municipality, it's servants, agents and employees from and against all loss, damage or injury however caused to the Owners property and to the Municipality's equipment.

Signature of Owner

Signature of Witness