

<p>MUNICIPAL DISTRICT OF SPIRIT RIVER NO. 133</p> <p>PRIVATE LANE SNOW PLOWING</p>	<p>Function: Policy No. Effective: Supersedes:</p>	<p>Public Works PWS. 3 July 7, 2021 October 21, 2020 February 17, 2005</p>
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Policy Statement:

The Municipal District of Spirit River No. 133 may provide private lane snow plowing of private lanes in the Municipality; and the private lanes that adjoin the South or West Boundary roads of the Municipality.

See attached Hold Harmless Agreement:

Procedure:

- 1) Snow plowing service for a private driveway is available **Only** to Seniors and Handicapped Persons residing in the Municipal District of Spirit River No.133.
- 2) Proof of residency and payment of fees will be required prior to any driveway being plowed.
- 3) **Seniors and Handicapped Persons – \$125.00 (not to exceed 30 mins) plus GST** - payable to the Municipal District of Spirit River either in person at the Administration Office or by credit card over the telephone to the Administration Office.
- 4) Seniors and Handicapped Persons requesting private lane snow plowing of their lanes are required to sign a Hold Harmless Agreement. Municipal equipment shall not enter onto private property without this document being signed in advance to the service being required.
- 5) General snow plowing will not exceed 30 mins of equipment time and shall be implemented as follows:
 - a) The Senior or Handicapp person residing in the Municipal District requesting the work shall pay for the service at the Municipal District Office prior to the work being done. The Public Works Supervisor will direct the snowplow operator when

the driveway is to be snowplowed. The snowplow service is equivalent to 30 mins of machine time and not to exceed 30mins.

- b) The scheduling of any work on private lanes shall be left to the discretion of the Public Work's Supervisor and the Public Work's Supervisor shall firstly consider the Municipality's primary obligation to provide public service.
- 6) Special trips for private lane snow plowing shall not be made except in an emergency case where medical or fire fighting equipment cannot access onto private land.
- 7) This policy will be reviewed periodically to determine budgetary relevancy or efficiency.
- 8) Physicians who reside in The Municipal District of Spirit River No.133 are a priority to the Municipality and will not be charged any fee.

A list of private contractors for snow plowing services are available at the Municipal Office or on the MD webpage.

See attached Agreement:

THIS AGREEMENT MADE this _____ day of _____ A.D.
20 _____

BETWEEN THE MUNICIPAL DISTRICT OF SPIRIT RIVER NO. 133 (Hereinafter referred to as "M.D.")

NAME: _____

hereinafter called "Owner") (Confirmed Senior and / or Handicapped Status) OF THE SECOND PART WHEREAS, the "Owner", Occupier, Purchaser, or Lessee, of the following lands:

(Legal Description)

(Address)

WHEREAS, the Owner desires the M.D. to blade"(hereinafter referred to as Plowing or Plowed)" the private driveway of the Owner from time to time.

NOW THEREFORE, the M.D. and the Owner agree as follows:

1. The M.D agrees to plow the private driveway of the Owner when so requested by the Owner, however it shall be understood that such plowing shall only be undertaken at the discretion of the M.D and only after the public roads and highways have been plowed to the satisfaction of the M.D.
2. The Owner hereby agrees to pay the M.D. a sum of **\$125.00** plus GST per Plowing Request purchased from the M.D.
3. The Owner hereby agrees that each snowplow credit purchased will entitle him/her to have his/her driveway plowed by the M.D. The Owner hereby agrees that the maximum length of driveway to be plowed is 1/4 mile (0.4 km) and will not exceed 30 minutes of plowing for each snowplow purchase. Additional time will require additional snowplow credit purchases.
4. This Agreement shall be a continuing agreement and shall not terminate until the Owner has a change in status or ceases to occupy the lands.
5. The Owner hereby covenants and agrees that he/she will at all times indemnify and save harmless the Municipal District of Spirit River No. 133, it's servants, agents and employees from and against all loss, damage or injury however caused. which may at any time during the continuance of the Agreement occur to any person or the property of any person including the Owner.
6. The Owner shall not assign or transfer his interest under this Agreement.
7. The M.D, has the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

SIGNED in the presence of:

OWNER

WITNESS