

2015-2016 SNOW REMOVAL AGREEMENT



THIS AGREEMENT MADE THIS _____ DAY OF _____, 20____

BETWEEN: RURAL MUNICIPALITY OF HILLSDALE NO. 440
(hereinafter referred to as "the Municipality")
OF THE FIRST PART

AND

(hereinafter referred to as "the owner")
OF THE SECOND PART

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

(Legal Description) (Sign Number)

(Address) (Phone Number)

WHEREAS, the Owner desires the Municipality to snowplow his private driveway,

NOW, THEREFORE, the Municipality and the Owner for the consideration hereinafter named, agree as follows:

1. The Municipality agrees to snowplow the private driveway of the Owner when so 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 to the Municipality a minimum charge of \$40.00 for a maximum of 15 minutes of plowing. For any additional time spent plowing will be charge at an hourly rate of \$200.00 thereafter. In the event that the charges for work done are not paid within 60 days of the billing date, the Owner agrees that unpaid bills will be added to and form part of the taxes on the Owner's property. The Municipality may refuse services for delinquent accounts.
3. The Owner hereby agrees that he/she will purchase a snow removal sign from the Municipal Office. The Owner agrees that when snow removal is required he/she will place the snow removal sign at the end of the driveway and remove it when the snow has been cleared.
4. The owner herby agrees that a phone call to the Municipal Office to request snow removal is only required if the Owner is adjacent to a provincial highway.
5. The Municipality shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator will be hazardous or difficult to snowplow. Objects that are concealed because of snow coverage must be marked with stakes or otherwise. Examples: bricks, shrubs or small trees.
6. The Municipality shall have the right to refuse to snowplow any private driveway that in the opinion of the snowplow operator is too narrow in width or where trees have become overgrown.
7. The Owner hereby covenants and agrees that he will at times indemnify and save harmless the Municipality, 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 this Agreement occur to any person or the property of any person including the Owner.

Signed in the presence of:

WITNESS

OWNER