

THE RURAL MUNICIPALITY OF WHITEHEAD

POLICY & PROCEDURES MANUAL

<i>Department</i> Public Works	<i>Classification</i> POLICY
<i>Subject</i> <i>PRIVATE WORKS – OPEN ANY NON-ALL WEATHER ROAD</i>	<i>Pages</i> 2
<i>Authority</i> Council	<i>Effective Date</i> March 10, 2014
<i>Approved</i> Resolution# 21	<i>Index</i> PW-02

DEFINITIONS:

Municipality means the Rural Municipality of Whitehead.

Private Works means any work undertaken by the municipality other than a public work that is the responsibility of the municipality.

Non-All Weather Road (Often referred to as a ‘Machinery Road’) means any road within the municipality not built to the typical standards of the primary and secondary municipal roads, and are often dirt and or grass covered with no, or little surface material added. These roads are only used during a limited portion of the year (generally from spring to fall – weather permitting) to transport agriculture related equipment to and from properties.

POLICY DESCRIPTION:

A Municipal road, not ordinarily kept open as an all weather road by the RM of Whitehead, shall not be opened for personal access unless paid for by the landowner requesting the work. Work will be charged at the regular rate for private works of \$150.00 per hour or for any portion thereof and will only be completed when and if the municipality’s all weather/priority roads are cleared.

APPLICATIONS/APPROVALS:

All requests for such work are to be directed through the municipal office. Ratepayers are first required to fill out the attached “Schedule A” and submit it to the office. Work Orders will then be forwarded to the Public Works Foreman. The municipality has the right to refuse any request for private works.

PAYMENT:

The applicant will be invoiced for such works undertaken by the municipality, at the rates noted above. Payment is due upon receipt of invoice from the municipality. Any balance outstanding over 90 days, will be added to taxes at year end.

**Rural Municipality of Whitehead
Schedule "A"**

**HOLD HARMLESS AGREEMENT
FOR USE IN CONNECTION WITH CUSTOM WORK & SNOW CLEARING**

THIS AGREEMENT made this _____ day of _____, A.D., 20____.

BETWEEN:

The Rural Municipality of Whitehead
(hereinafter called "the Municipality")

OF THE FIRST PART
And

Name

Mailing Address

Phone Numbers: Home _____ Work _____ Cellular _____
(hereinafter called "the Landowner")

OF THE SECOND PART

Legal Land Description:	_____ Quarter	_____ Section	_____ Township	_____ Range	W
Lot# _____	Plan# _____				

WHEREAS the Landowner has requested that the Municipality be allowed to enter the property to snow clear, or perform private works upon the terms and conditions as per Policy.

The Landowner, covenants and agrees with the said municipality, for myself, my heir, executors, administrators and assigns that I shall not have any claim for loss or damage caused to my property by reason of the performance of the said work of snow clearing, or custom work whether such loss or damage is the result of the negligence or any servant, agent, or employee of the said Municipality, or otherwise, and agrees to pay for any damage to municipal equipment due to negligence on the part of the landowner.

IN WITNESS WHEREOF has hereunto set their hand and the day and year first above written.

SIGNED

RURAL MUNICIPALITY OF WHITEHEAD

Landowner

Chief Administrative Officer

March, 2014