

POLICY TITLE: Snow Clearing - Driveways	POLICY NUMBER: 011-25	EFFECTIVE DATE: January 9, 2025
ORIGIN: Chief Administrative Officer	ADOPTED BY COUNCIL January 9, 2025	AMENDED DATE:

1.0 PURPOSE

1.1 The purpose of this policy is to establish protocols for snow clearing of driveways as requested by landowners and residents of the R.M. of Pleasantdale No. 398.

2.0 GENERAL PROCEDURES

- 2.1** The Municipality performs seasonal snow clearing of driveways when requests are made through the municipal office.
- 2.2** A Snow Clearing Agreement (Appendix A) is completed by the landowner/resident and approved by the Municipality prior to commencement of any work.
- 2.3** The landowner/resident will be required to deposit (\$50) in exchange for a laneway sign. The deposit will be returned once the sign is returned in good condition and no longer required.
- 2.4** The grader operator will make one pass in and one pass out to clean the driveway. Onus shall be on the landowner/resident to ensure that obstacles are clearly marked or removed. The Municipality shall not be responsible for any damages incurred during the snow clearing operation.
- 2.5** Ratepayers who enter into a Snow Clearing Agreement will pay a reduced equipment custom work rate currently set at \$85.
- 2.6** Ratepayers who do not enter into a Snow Clearing Agreement will be subject to the equipment custom work rate currently set at \$210 per hour.
- 2.7** The completion of driveway clearing is subject to equipment availability and proximity to location; with the understanding that municipal public works shall take precedence.
- 2.8** In the event that equipment is available, but not in the immediate area, travel time (mileage) may be charged in addition to the applicable hourly custom work rate.

3.0 RESCIND POLICY

3.1 "Snow Plow & Snow Removal" Policy 488-22 dated October 27, 2022 is hereby rescinded.

Schedule A
Rural Municipality of Pleasantdale No. 398
Snow Clearing Agreement

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20__

BETWEEN

RURAL MUNICIPALITY OF PLEASANTDALE NO. 398
(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)

(Address)

(Phone)

AND WHEREAS, the Owner desires the Municipality to snowplow his private driveway when the owner places a snow clearing sign at the end of his 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 clearing is required earlier than this the owner shall retain the services of a private contractor.
2. The Owner hereby agrees to pay to the Municipality a minimum of \$85.00; should the time exceed 30 minutes custom rates shall apply. In the event that the charges for work completed are not paid within 30 days of the billing date, the Owner agrees that interest will be added at the rate of 2.0% per month and any unpaid bills will be added to and form

part of the taxes on the Owner's property at year end. The Municipality may refuse services for delinquent accounts. Prices subject to change.

3. The Owner hereby agrees that he/she will deposit \$50.00 for a snow clearing sign from the Municipal Office. Said deposit will be returned once the snow clearing sign is no longer required. The Owner agrees that when snow clearing is required he/she will place the snow clearing sign at the end of the driveway and remove it when the snow has been cleared.
4. The Owner hereby agrees that a phone call to the Municipal Office, to request snow clearing, 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. Example: 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 the trees have become overgrown.
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 for this Agreement occur at any person or the property of any person including the Owner.
SIGNED in the presence of:

WITNESS

OWNER

SIGN# _____