

**M.D. of Peace Snow Plow Agreement**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between

THE MUNICIPAL DISTRICT OF PEACE NO. 135,  
(hereinafter called the "MD")

and

\_\_\_\_\_, in the MD of Peace  
(hereinafter called the "Owner")

IN THIS AGREEMENT "Owner" shall extend to and include a Lessee of lands.

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

\_\_\_\_\_, and

WHEREAS the Owner desires the MD to snowplow their private driveway when such driveway becomes impassable or hazardous due to snow and winter conditions, and

WHEREAS the Owner desires the MD to snowplow their farmland, granaries, haystacks, and private property upon request.

NOW THEREFORE the MD and the Owner mutually agree with the following:

1. The MD agrees to snowplow the private driveway of the Owner when requested by the Owner, provided that such snowplowing shall be undertaken at the sole discretion of the MD and only after the public roads and highways have been cleared of snow to the satisfaction of the MD.
  - a) The MD agrees to snowplow the farmland, granaries, haystacks, and private property when so requested by the Owner, provided that such snowplowing shall be undertaken at the sole discretion of the MD and only after the public roads and highways have been cleared of snow to the satisfaction of the MD.
2. The Owner shall indicate their request for snowplowing of private driveways with a purchased flag. Requests for snowplowing other than private driveways must be made by phone, in writing, or in person at the MD office in Berwyn. At the discretion of the MD, the Owner's request for snowplowing shall be made in writing to avoid any dispute or misunderstanding as to the extent of the request by the Owner.
3. The Owner hereby agrees to pay the MD for each private driveway snowplowing job by purchasing a snowplow flag, at the rate approved by Council in the current Fees and Charges Bylaw, and posting said flag in a visible and accessible location at the entrance to the private driveway.
  - a) The Owner hereby agrees to pay the MD at government equipment rates per hour for each snowplow request for farmland, granaries, haystacks, and private property, with a minimum rate of one-half hour (0.5) equipment time for each snowplowing job. The timekeeping records of the MD for said snowplowing work shall be binding on the Owner for the determination of the charges.
  - b) The Owner agrees to pay all charges made by the MD for snowplowing work no later than thirty (30) days following the date on which the MD emails an invoice statement to the Owner. If the Owner does not pay their account within said thirty (30) day period, the MD may refuse to undertake further snowplowing activities for the Owner until their account is paid in full.
4. The Owner agrees to indemnify and hold harmless the MD, its servants, agents, and employees from and against all loss, damage, or injury, however caused, which may at any time during the continuation of this agreement occur to any person or property of any person, including the Owner, as a result of snowplowing operations. More particularly, and without limiting the generality of the foregoing, the Owner agrees that any damage to the Owner's property resulting from snowplowing operations shall be at the Owner's sole risk and expense.
5. The MD shall have the right to refuse any request to snowplow, including private driveway requests indicated with a purchased flag, when, in the opinion of the MD's operator, it would be hazardous or exceedingly difficult to do so. Should the MD refuse any request(s) indicated with a purchased flag, the resident shall be contacted and refunded for the purchase of any flags.

IN WITNESS WHEREOF \_\_\_\_\_ and MD Representative have duly affixed their signatures on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
MD REPRESENTATIVE