

2018-2019
TOWN OF WHITE PUBLIC WORKS DEPARTMENT
PRIVATE DRIVEWAY SNOWPLOW APPLICATION AND AGREEMENT

APPLICANT: _____

DATE RECEIVED: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

The above-named applicant hereby requests that the designated private driveway located on the above-described tract of land be plowed by the Town of White Public Works Department for the winter season subject to the following conditions and provisions:

A. GENERAL PROVISIONS

1. No Town of White snow-removal equipment shall be used on private roadways until all public roadways are clear of snow. DRIVEWAYS WILL BE PLOWED ONLY AT THE DISCRETION OF THE PUBLIC WORKS DEPARTMENT. Town of White will not plow driveways once Spring Load Restrictions are in place.
2. Applications for plow service **must be received by Friday, November 16, 2018** of said winter season and must be accompanied by payment in full (see rates above).
3. Non-owner applications (rental property or other non-owner occupant) **MUST** be signed by both the renter and the property owner.
4. Private driveways will not be plowed until there is a minimum accumulation of four (4") inches of snow.
5. The Town of White will not accept any applications for snowplowing services once there are 4 or more inches of snow on the ground.
6. The Town of White shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, act of God. The Town of White agrees to give notice as soon as possible to the applicant of the inability to perform.

B. SPECIAL PROVISIONS REGARDING DRIVEWAY

1. Driveway must have a reasonably smooth driving surface and surface width must be a *minimum* of 15 feet.
2. Driveway must be clear of obstructions at least 12.5 feet on either side of its centerline (must have a 25 foot clear zone).
3. A turn around area will be a minimum of 30' x 60' and free of obstacles to allow ample room to turn the plow unit.
4. Gates or barricades must be open to allow unimpeded ingress and egress of plow units.
5. Road gradients and curves must allow snowplow units easy maneuvering and safe passage.
6. Driveway length will be verified at the time of inspection.
7. This application will be rejected if in the opinion of the inspector from the Town of White Public Works does not meet the above requirements.
8. If there is a change in circumstance during the snowplowing season which in the opinion of the snowplow operator makes plowing the driveway unsafe or impractical to plow, this agreement will be terminated. Prior to termination the applicant will be notified of the change in circumstance and given reasonable time, not to exceed two (2) weeks to return the driveway to compliance.

C. RATES

1. Regular plowing rates shall be a flat rate charge of **\$325.00**.
2. The appropriate fee will be paid in full at the time a person makes application for private driveway snowplowing service.
3. There will be a **late fee of \$60.00** added for applications received by the Town of White **after November 10th**.
4. If the private driveway snowplowing application is rejected, the applicable fee from the rate schedule will be refunded to the applicant. The filing fee and late fee, if applicable, will not be refunded.
5. **NO APPLICATION WILL BE PROCESSED WITHOUT TOTAL PAYMENT.**
6. No portion of the fee payment will be refunded once the application has been accepted.
7. Exceptional circumstances requiring special equipment shall be charged at the rental rate of the equipment and the operator's time.

I hereby declare that I am the owner or occupant of the above-described property and take full responsibility of snowplowing charges. Further, I hereby WAIVE ANY AND ALL CLAIMS FOR DAMAGES TO MY PROPERTY, BOTH REAL AND PERSONAL, WHICH MAY BE CAUSED BY THE TOWN OF WHITE, ITS EQUIPMENT, OR ITS EMPLOYEES WHILE SNOWPLOWING.

FURTHER, IN CONSIDERATION OF THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, I AGREE TO INDEMNIFY THE TOWN OF WHITE FROM ANY AND ALL LOSSES OR DAMAGES THE TOWN OF WHITE MAY SUFFER AS A RESULT OF CLAIMS OR JUDGEMENTS AGAINST IT FROM ALL PERSONS WHATSOEVER ARISING OUT OF THE DESIGNATED SNOWPLOWING SERVICES.

I acknowledge that I have read and understand this entire agreement.

DATE: _____

APPLICANT'S SIGNATURE: _____

The Town of White, having inspected and approved the above-described driveway, hereby agrees to provide plow service for the applicant subject to the terms and provisions above defined. Failure of the applicant to meet any of the provisions above described shall be considered a breach of this agreement and grounds for immediate termination of services by the Town of White. The Town of White reserves the right to cancel this agreement should it be determined that the driveway is unsafe for equipment or employees.

**RETURN APPLICATIONS TO THE TOWN OF WHITE OFFICE LOCATED IN THE AURORA CITY/TOWN GOVERNMENT CENTER
OR MAIL TO: P.O. BOX 146, AURORA, MN 55705.**

FOR QUESTIONS PLEASE CONTACT BY PHONE AT 218-229-2813