

**TOWN OF RED CEDAR RESOLUTION APPROVING
SNOWPLOW AGREEMENT FOR SUBDIVISIONS AND PRIVATE ROADS
Resolution No. 2014-2**

WHEREAS, the Town of Red Cedar has drafted a snowplow agreement for private roads and subdivisions in the township; and

WHEREAS, the Town Board of the Town of Red Cedar finds said agreement to be in the best interest of the residents of the Town of Red Cedar.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: The attached snowplow agreement is approved for use by the Town of Red Cedar.

SECTION 2: The Town Chairman or designee is authorized to sign the snowplow agreement on behalf of the Town.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION 4: All resolutions and parts of resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED by a majority vote of the Town Board of the Town of Red Cedar, Dunn County, Wisconsin, this 10th day of February, 2014.

RED CEDAR TOWN BOARD:

Ron Robelia
Ron Robelia, Chairman

Debra Gotlibson
Debra Gotlibson, Supervisor #1

Andy Gansberg
Andy Gansberg, Supervisor #2

Dave Leach
Dave Leach, Supervisor #3

Doug Miller
Doug Miller, Supervisor #4

ATTEST:

Cheryl Miller
Cheryl Miller, Town Clerk



(Town Seal)

Posted: Feb 14, 2014

**SNOWPLOW AGREEMENT FOR
SUBDIVISIONS AND PRIVATE ROADS**

THIS AGREEMENT is entered into between _____, hereinafter referred to as "Customer," and the Town of Red Cedar, hereinafter referred to as "Contractor," in accordance with Wis. Stat. 86.105.

A. SCOPE OF WORK

The scope of routine work for the respective Customer is listed as follows, and shall constitute the general responsibilities to be assumed by the Contractor in carrying out the provisions in the contract.

1. Roads shall be snowplowed on the same schedule as Town roads and will be plowed from curb to curb at the end of each snowfall.
2. Ice control shall consist of spot sanding and/or salting only.
3. Any additional roads may be added to this contract at the unit price shown in this agreement.
4. If conditions warrant the use of heavy equipment (grader) due to drifting or heavy snow, there will be an additional charge as shown in the list of locations and costs.
5. Customer shall indemnify and hold Contractor harmless for any actions, damages, causes of action, claims, or expenses resulting from damage, property damage, or personal injury on Customer property arising from snowplowing and sanding and/or salting on all roads covered by this agreement.

B. DURATION OF CONTRACT

This contract shall be in full force for a one-year period, renewable annually following the date and acceptance of the contract, subject, however, to the right of the Customer and Contractor to cancel and terminate the same at any time by giving thirty (30) days' notice in writing to the other party. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and materials furnished under terms of the contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

C. ROAD HAZARDS

Customer shall prevent all infrastructures from causing damage to snowplows.

Customer shall prevent mud, brush, tree limbs, stumps, rocks, debris, etc. from accumulating or being placed on the roadway causing a driving hazard for snowplow operators.

D. CONTRACTOR'S RECORDS

Any records required to be maintained by the Contractor under the terms of this Contract shall be open to inspection and verification by Customer.

E. LOCATIONS AND COSTS

1. Accepted road(s) are: _____

Subdivision name, if applicable: _____

2. \$125.00 for snowplowing and spot sanding /salting private road(s) as listed.

3. Requested additional snowplowing and sanding/salting will be a one-hour minimum charge at \$75.00 per hour (truck and labor) plus salt/sand at \$17.75 per ton, or at the current market rate, whichever is higher.

4. Heavy equipment rate - \$132.50 per hour (grader plus labor), one-hour minimum charge.

Accepted by:

Town of Red Cedar:

Subdivision:

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____