

## Town of Morinville Snow Dump User Agreement and Registration

Use of the Town of Morinville snow dump by outside parties is conditional, Morinville reserves the right to close the snow dump or limit its use at any time for any reason.

By submitting this application, the Contractor agrees that:

- 1. This agreement is only valid for one winter season and must be renewed annually.
- Before use of the snow dump, the Contractors and its staff will attend a snow dump orientation facilitated by the Roads Team Lead or designate and abide by all requirements listed in the Snow Dump Safe Operation Standard Operating Procedure.
- 3. The Contractor must notify Infrastructure Services of their intention to use the snow dump facility prior to any loads being hauled and report back with the number of loads hauled. These numbers must be emailed to <u>pw.admin@morinville.ca</u> or called into 780-939-2590, you may leave a voicemail with either intention of use or total number and your company's name.
- 4. Contractor is responsible for any and all costs incurred due to getting any vehicle stuck, or damaged on site as a result of snow disposal. If available, Town equipment may assist in this situation. A minimum charge of one hour at the provincial equipment rate schedule will apply. Town personnel will not be held responsible for any damage to any vehicle while assisting with this process.
- 5. The Town will not be held liable for any damages incurred by the Contractor resulting from closure or limited usage of the snow dump.
- 6. The Contractor shall be responsible for any damages to the fencing and any other part of the premises.
- 7. The Contractor shall indemnify and save harmless the Town, its Affiliates, and their respective directors, officers, employees, representatives, agents, successors, and assigns from and against any and all claims, loss, and liability directly or indirectly incurred, sustained or suffered or asserted against the Town, its Affiliates or their respective directors, officers, employees, agents, representatives, successors and assigns on account of injury to or death of persons or damage to property happening in connection with the premises or the condition, maintenance, possession, use or operation thereof or caused by or attributable to any act or omission of contractor or any person for whom contractor is in law responsible.
- 8. The Contractor will maintain Commercial General Liability Insurance of not less than two million dollars (\$2,000,000) per occurrence including sudden and accidental environmental liability endorsement. The Town is to be listed as an additional insured on the policy and a copy of the insurance certificate will be provided to the Town.
- 9. The Contractor will provide to the Town:
  - a valid business license to operate in the Town of Morinville.
  - Confirmation of Commercial General Liability Insurance as listed in clause 8.

- A Five hundred dollar (\$500) deposit cheque made payable to the Town of Morinville and given to the appointed staff at the time of orientation. This will be returned at the end of the winter season (April 30, 2025).
- 10. That the fees related to the use of the snow dump will be invoiced monthly by the Town of Morinville:
  - \$25.00 per load
  - \$100 Orientation Fee this fee will be charged each time a designated Town staff. • member is required to facilitate an orientation.
- 11. The Contractor agrees to follow and abide by all directives from the Infrastructure Services department including operating hours, reporting, inspection requirements, site cleanup requirements, etc.
- 12. The Town, at its option and without notice, may terminate this agreement without prejudice to any other rights or remedies hereunder or by law.

By signing and submitting this agreement the Contractor agrees to the above

Submitted By: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

APPLICANT INFORMATION	
Business Name:	
E-mail:	
Phone:	
Address:	
Contact Name:	

## **OFFICE USE ONLY**

Approved by:

Authorization Signature:

Date: