Rural Municipality of St. Peter No. 369

Specialty Custom Work Policy

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Policy Title:** Speciality Custom Work

**Policy Objective:** To specify with whom and how the Municipality shall perform and deliver specialty custom work, which includes everything with exception of mowing, grading, snow removal or ridging.

**Policy:**

 A. The Municipality performs various specialty custom work such as brush work, and miscellaneous construction projects, with the exclusion of a grader doing any sort of sloping or drainage work. Appendix D contains approved custom work.

 B. Council sets its custom work rates each year by resolution and such rates are referenced

 in Appendix C.

 C. The Municipality requires that all recipients of custom work fill out a Custom Work Application in Appendix A prior to work commencing, which shall explicitly include that any required utility line locations and any required permits to be the responsibility of the landowner.

 D. Renters in the RM, must have the land owner sign the application, thus allowing any unpaid custom work fees to be applied the land that the work was completed on.

 E. Billing for all custom work performed shall be minimum of 1 hour charge.

 F. The completion of custom work is subject to equipment availability and close proximity,

 with the understanding that municipal public works shall take precedence and that the

 Municipality is not obligated to complete all custom works requested. In the event that

 equipment is available, but not in the area, travel time (mileage) may be charged in

 addition to the applicable hourly custom work rate.

 G. If the requested work is approved by the R.M. Foreman, the RM will do the work as agreed upon by both parties. If the job description changes in any way, it will have to get the approval of the Foreman

 H. After the work has been completed the RM will not be held liable for any issues that may arise from the requested work.

 I. Section 405 of the Municipalities Act states that by the end of the year, any unpaid work

 performed by the municipality with any landowner can be added to, and thereby form part of, the taxes owed on the land.

**Rural Municipality of St. Peter No. 369**

**Custom Work Application**

**APPENDIX A**

Dated this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Insert name) (insert address)

Applicant Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of work requested:

 ¼ \_\_\_\_\_\_\_\_\_\_ Sec.\_\_\_\_\_\_\_\_\_\_ Twp. \_\_\_\_\_\_\_\_\_\_ Rge. \_\_\_\_\_\_\_\_\_\_

Description of Work:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Line locates Yes No Not Required
* Water Security Permits Yes No Not Required

Consent of landowners and R.M. Representatives:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Land Owner Renter (if Applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator Foreman

**APPENDIX B**

**Custom Work Waiver**

On the terms and conditions described below:

1. I will pay for the work at the rates prescribed by the RM for custom work at the time the work is

 done within 30 days of the date of the invoice from the RM.

2. I undertake to advise the RM of the location of any items which may not be apparent upon a visual inspection of the property, including but not limited to (as applicable to the work being completed): wells, cables, survey monuments, underground lines, or any equipment, machinery, decorative items or other type of property which may be snow covered or otherwise visually concealed.

3. Should I fail to so advise the RM, I agree that I will be obliged to compensate the RM for any resulting damage to the equipment used and to indemnify and save harmless the RM of and from any and all claims resulting from the equipment coming into contact with such items, including claims for consequential losses.

4. I agree to be present while the work is being done or it shall be presumed that the work has been done to my satisfaction and that it took the amount of time indicated by the Operator.

5. I agree that this Waiver shall remain in effect for the duration of the work as identified herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Land Owner Signature of Renter (if applicable)

**APPENDIX C**

**Custom Work Rates**

**(Subject to change annually)**

Custom Work Rates

 Rock Trucks $ 330/hour

 Volvo Track Hoe $300/hour (from shop & back)

 JD 850K Dozer $330/hour (from shop and back)

 Graders $300/hour (min $150.00)

 Tractor & 15ft Mower $165/hour (min $50.00)

 Back hoe $200.00/hour

 Loader $200.00/hour

 Culvert Thawer $200.00/hour (min 1 hr charge)

 Water Pump $200.00/day

 Disc $200.00/day

**Rural Municipality of St. Peter No. 369**

**Approved Custom Work**

**APPENDIX D**

* Leveling (yards, fields (not drainage works), bin yards) - Grader
* Brush Work (push, level, pile, stump removal) – Dozer, Track Hoe
* Haul dirt, clay, rocks, materials – Tandem, Rock Trucks
* Dig, move, bury rock piles – Back Hoe, Track Hoe
* Snow removal - Grader, Loader
* Culvert thawing
* Fill in dug outs/burrows – Dozer, Rock Trucks, Tandem
* Culvert replacement – Track Hoe, Back Hoe
* Driveway construction – Grader, Dozer, Tandem, Rock Truck
* C & D Area Authority channel cleaning – Track Hoe