

	<b>TOWN OF CARMAN</b>	<b>POLICY NO. 015</b>
	<b>ADOPTED BY: Resolution No. 26/24</b>	<b>Last Updated: January 2024</b>
	<b>DATE: January 18<sup>th</sup>, 2024</b>	<b>Page: 1 of 2</b>
	<b>TITLE: Private Works Policy</b>	<b>Department: Public Works</b>

**PURPOSE:** The purpose of this policy shall be to Establish a Private Works Policy to ensure that municipal equipment and resources are used in a fair and equitable manner. It also serves to enhance the overall accountability and transparency of the Town.

**RATIONALE:** To establish a structured system for the use, and maintenance of municipal equipment and resources within the Town of Carman when undertaking private works within and outside of the boundaries of the Town of Carman. This policy operates in addition to other policies and By-laws of the Municipality.

**POLICY STATEMENT:** Private works are not a core function of the Town and will not take precedence over public works, Private works will only be considered if private contractors or equipment are not available within the Town to either supply the service or perform the required work. The Town will refer requests for private works to local private operators where available.

This policy applies to works and services carried out by the Town on private property, within and outside the boundaries of the Town.

**ADMINISTRATION AND PROCEDURES:** Municipal equipment shall not enter onto private property without the required liability document being signed in advance of the service being requested and approved by the Public Works Superintendent.

**DEFINITIONS:**

**Employee** – means any person employed by the Town, and includes the Chief Administrative Officer, designated officers, full-time, part-time, contract, or casual employees.

**Private Works** - any work undertaken by the Town on private property other than public work that is the responsibility of the Town of Carman.

**APPLICATION/APPROVALS**

All private works applications must be made in writing to the Town and approved by the Council or a designated officer of the Town.

The applicant will be provided with a cost estimate prior to the Town undertaking the works. The applicant will be required to sign an approval form of the written estimate for a private works project estimated by the Town to exceed a cost of \$2,000.00.

All projects estimated with an estimated cost over \$10,000 must be reviewed, and considered by the Council, prior to the work being undertaken by the Municipality.

**PAYMENT:**

The applicant will be invoiced for Private works undertaken by the Town of Carman at the rates fixed in this policy and may be required to pay a minimum of 50% upfront costs before any works are undertaken.

Payment is due on receipt of an invoice from the Town. Interest will be charged at the rate of 1.25% per month, on any balance outstanding after 30 days of the invoice date. Any outstanding amounts may be transferred to taxes.

**LEGAL LIABILITY:**

The applicant shall indemnify the Town against any claim, action or process for damage of injury which might arise during the progress of such private works. The applicant will be required to sign a waiver form before the private work is undertaken by the Town.

**RATES:** All rates as per the Manitoba Heavy Construction Association for the current year

<b>Equipment</b>	<b>Minimum Charge</b>
Bucket truck	1 hour
John Deere 444L	1 hour
Bobcat 5550	1 hour
Case Grader	1 hour
Champion Grader	1 hour
3-ton Truck	1 hour
3-ton Sand truck	1 hour
Ditch Witch	1 hour
John Deere/Massey	1 hour
Versatile	1 hour
Cat Backhoe	1 hour
Plate Compactors	1 hour
Case Drum Roller	1 hour
Sweeper	1 hour
Safety Cage	1 hour
Sewer Camera	1 hour
Roto Rooter	1 hour
Sewer Flusher	1 hour
Steamer	1 hour



WAIVER OF LIABILITY

Location: \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the above-described premises, the owner agrees as follows:

**PAYMENT:**

The applicant will be invoiced for public works undertaken by the Town of Carman, at the rates fixed in this policy. A 50% prepayment may be required at the request of the Superintendent of Public Works or CAO. Payment is due on receipt of an invoice from the Town. Interest will be charged at the rate of 1.25% per month, on any balance outstanding after 30 days of the invoice date. Any outstanding amounts may be transferred to taxes.

**LIABILITY:**

The applicant shall indemnify the Town of Carman against any claim, action or process for damage or injury which might arise during the progress of such private works. The applicant is required to sign a waiver form before the private work is undertaken by the Town.

Municipal equipment shall not enter onto private property without the required document being signed in advance to the service being required.

1. I (we) hereby voluntarily accept all risk of personal injury, death and property damage (including personal property) to myself (ourselves), our family or anyone on the premises with our permission, which injury or damage results from our use of the premises. Furthermore, I (we) agree that I (we) will not make a claim against or sue the Town of Carman, its director's, employees, family, or related entities, for any bodily injury, death, or property damage. I (we) understand that this is a release of the owner and agents from any and all liability with respect to any claims brought by any damage or injury.

ACCEPTED AND AGREED BY THE OWNER OF THE PROPERTY LISTED AS EVIDENCED BY SIGNATURE:

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
SIGNATURE(S)

OWNER(S) SIGNATURES:

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
SIGNATURES(S)

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