



**THE RURAL MUNICIPALITY OF LAC DU BONNET
POLICY & PROCEDURES**

Policy Name: Private Works Policy – amended 2	Policy Number: PW-2024-01
Policy Manual Section: Public Works	Number of Pages: 3 plus (3) schedules
Resolution Number: 2024 3484	Resolution Date: September 3, 2024
Status: Approved	Date Adopted: Amended - March 12, 2024 2021 0636 – November 16, 2021 Date Removed:
Review Date: As Required	Revision Date: September 3, 2024

1) PURPOSE

Establishing a Private Works Policy ensures that municipal equipment and resources are used in a fair and equitable manner for all ratepayers of the municipality. It also serves to enhance the overall accountability and transparency of the municipality.

The purpose of this policy is to outline Council’s requirements for the undertaking of private works by the municipality in accordance with the *Municipal Act*.

This policy operates in addition to other policies and by-laws of the municipality.

2) DEFINITIONS:

- a) **Employee** – means a person employed by the municipality, and includes the Chief Administrative Officer, designated officers, full-time, part-time, seasonal, contract or casual employees.
- b) **Private Works** – any work undertaken by the municipality on private property other than a public works that is the responsibility of the municipality.
- c) **Equipment** – means excavator, grader (road & lot grading with blade/wing), grader (snow removal with snowplows/wing) or any heavy-duty equipment utilized for construction purposes.
- d) **Materials** – means aggregate materials used for drainage or road construction included but not limited to traffic gravel, base gravel, sand, rock, etc.

3) SCOPE:

- a) Private works are not the core function of the municipality and will not take precedence over public works. Private works will only be considered if a situation is deemed an emergency and detrimental to public safety.
- b) In addition, private works will only be considered if private contractors or equipment are not available within the municipality to either supply the service or perform required work.
- c) The municipality will refer requests for private works to local private operators where available.
- d) This policy applies to works and services carried out by the municipality on private property within the municipality.

4) FEES/RATES:

- a) Rates charged for private works are set at the current Manitoba Heavy Construction Association rates and are billed for a minimum of one hour, unless otherwise outlined in the private works services agreement, and;
- b) Any material needed for the project will be subject to current municipal rates and charged to the applicant.
- c) Section 4 (a) and 4 (b) does not apply to private subdivisions and/or condominium corporations for road services. The provision of road services for private subdivisions and/or condominium corporations are based on a review and examination of each subdivision and/or condominium corporation to determine acceptable service level needs, compatibility of roads to equipment and necessity based on the protection and safety of the ratepayers. The municipality may enter into private road service agreements with appropriate service fees, as determined by council resolution. Requests are to be submitted to the Chief Administrative Officer in written form and presented to Council.

5) PRIVATE WORKS APPLICATIONS AND APPROVALS (Exception of 4 (c):

- a) All applications for private works must be submitted to the Chief Administrative Officer by completing a Private Works Application Form, attached as Schedule A.
- b) All applications will be reviewed by the Chief Administration Officer of the municipality.
- c) The Public Works Department will provide the applicant with a cost estimate. The applicant must agree to the estimate by signing an Estimate Approval form, attached as Schedule B.
- d) The Chief Administrative Officer will forward a copy of the application and cost estimate to Council. Council reserves the right to review and approve larger private works projects; however, the Chief Administrative Officer has approval authority for Private Works applications and agreements.

- e) The applicant and the municipality must enter into a written agreement before any private works begins, Private Works Agreement template attached as Schedule C.
- f) The municipality reserves the right to deny an application based on staffing, equipment, and material availability.

6) PAYMENT:

- a) The applicant will be invoiced for all private works undertaken by the municipality at the rates mentioned in section four (4) of this policy.
- b) Payment is due on receipt of invoice from the municipality.
- c) Interest will be charged at the rate of 1.25% per month, on any balance outstanding after 30 days of the invoice date.
- d) If payment is not received from the applicant within 6 months of the invoice the municipality reserves the right to collect the full amount owing in the same manner as a tax may be collected or enforced under the *Municipal Act*.

7) LIABILITY WAIVER:

- a) The applicant shall indemnify, defend and hold harmless the municipality, its employees, servants, agents and elected members of Council from and against any claim, action, losses, demands, payments, suits, proceedings, recoveries, judgement, liabilities, damages, costs and expenses, including legal fees and disbursement or process for damage or injury which might arise during the process of such private works.
- b) The applicant may be required to sign a waiver as part of the agreement before the private work is undertaken by the municipality.



Loren Schinkel
Reeve



Sandra Broek
Chief Administrative Officer



SCHEDULE A Private Works Application Form

Applicant Name		Date of Application	
Applicant Mailing Address		Telephone	E-mail
Type of Private Work Requested and Reason for request			
Civic Address or Legal Description/Location of Private Work			
Have you contacted Private/Equipment Contractors? <input type="checkbox"/> No <input type="checkbox"/> Yes Provide reason work cannot be performed by private contractors and/or names of contractors contacted:			
Date(s) Work Required		Frequency of Requested Work	
Types of Equipment required (if known)			
Are there conditions we should be aware of in advance (i.e. steep or uneven road)? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide details:			
Signature of Applicant			

Office Use Only

Application Received Date:	
Received By:	
Inspection Date:	
CAO Approval Signature:	



Private Works Policy
SCHEDULE A
APPROVAL OF ESTIMATE FOR PRIVATE WORKS

The Rural Municipality of Lac du Bonnet shall not commence work on any private work requests, until the applicant signs the Approval of Estimate and Agreement.

SCOPE OF WORK:

ESTIMATED COST OF PRIVATE WORKS*:

RM of Lac du Bonnet Designated Officer

Signature of Applicant

Date

Date

**This estimate reflects the proposed cost of the private works and is subject to change. If Public Works determines the estimated cost is not sufficient to meet the requirement of the private works, the Rural Municipality will submit a written revision to the applicant.*



Private Works Policy

SCHEDULE C

TEMPLATE ONLY, may be amended as required for each Private Works Project

AN AGREEMENT for "Private Works"

BETWEEN

Rural Municipality of Lac du Bonnet
("Municipality")

AND

Property Owner(s) of _____
("Property Owner")

WHEREAS the Municipality is a corporation pursuant to Section 250(1) of *The Municipal Act*, of Manitoba, CCSM c M225, as amended from time to time ("Act");

AND WHEREAS the Municipality, under section 250(2) of the Act, a municipality may for municipal purposes enter into an agreement with a person regarding anything the municipality has the power to do within the municipality;

AND WHEREAS the Property Owner has requested assistance with _____ for their private _____ located at _____ ("Property")

AND WHEREAS the Municipality may, pursuant to section 250(2)(e) use municipal equipment, materials, and labor to carry out private works on private property;

NOW THEREFORE IN CONSIDERATION OF the hereinbefore recited premises and mutual covenants of the parties, THIS AGREEMENT WITNESSETH THAT THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The Municipality shall provide _____ services to the private _____ located on the Property. *(describe the services requested and location)*
2. The Municipality shall attend to the Property for _____ services following a weather event *(describe the services and when RM will provide the service. I.e: following a snow event).*
3. The term of this agreement shall be from date of execution of this agreement and shall terminate on _____.



4. The Property Owner shall be required to pay the Municipality \$XX.00 per _____ event through _____, 20__ with a possible increase effective January 1, 2025, and may be amended from time to time.
5. The Municipality shall invoice the Property Owner monthly for all services which occurred in the given month. The Property Owner shall provide payment to the Municipality for the services no later than 30 days following issuance of the invoice.
6. Failure to pay for the services shall result in an interest charge of 1.25% per annum.
7. If payment is not received by the Property Owner within 6 months of the invoice, the Municipality reserves the right to collect the full amount owing in the same manner as a tax may be collected or enforced under the Municipal Act.
8. The Municipality or "Property Owner" may terminate this private works service agreement by providing the other party with 30 days written notice of their intent to terminate this private service agreement.
9. This agreement shall not be assignable without prior consent of the Municipality.
10. Any changes or additions to this agreement must be agreed upon by both parties and will be added to this agreement through the process of creating amendments.
11. Any term, condition, or provision of this agreement which is or is deemed to be void or unenforceable shall be severable from this agreement without invalidating the remaining terms, conditions and provisions of this agreement.
12. All notice required to be given by the parties under this agreement shall be sufficiently given if mailed postage prepared, or delivered to the parties, at their respective addresses or by email:

The Rural Municipality of Lac du Bonnet
c/o Chief Administrative Officer
4187 – PR 317
PO Box 100
Lac du Bonnet, MB R0E 1A0
Email: cao@lacdubonnet.com



Property Owners Address

Email:

A notice mailed will be considered as having been given at such time as the party to which it is directed would have received it in the ordinary case of mail. Either party may change its mailing or delivery address by giving written notice of the new address to the other party.

13. This agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and electronically transmitted signatures shall be valid and binding to the same extent as original signatures.

14. The Property Owner shall indemnify, defend and hold harmless the RM of Lac du Bonnet, its officers, council, officials, agents and employees from and against any and all claims, demands, suits, liabilities, damages, losses, costs and expenses, including legal fees and disbursements, arising out of or resulting from any acts, omissions or negligence by its representatives or any third party acting on their behalf.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals attested by the signature of their respective duly authorized signing officers, as of this ___ day of _____, 20_____.

THE RURAL MUNICIPALITY OF
LAC DU BONNET

Per:

Per:

PROPERTY OWNERS

Per: