



MUNICIPAL DISTRICT OF GREENVIEW No. 16

ROADSIDE DITCH CLEAN-UP AGREEMENT

Any personal information that the Municipal District of Greenview No. 16 may collect on this form is in compliance with Section 33 of the Freedom of Information and Protection of Privacy Act. The information collected is required for the purpose of carrying out an operating program or activity of the Municipality, in particular for the purpose of our Transportation/Public Work Department. If you have any questions about the collection, please contact the Freedom of Information and Protection of Privacy Coordinator at 780.524.7600.

APPLICATION DEADLINE: MARCH 15, 2019

THIS AGREEMENT MADE THIS _____ DAY OF _____, A.D., 2019.

BETWEEN:

THE MUNICIPAL DISTRICT OF GREENVIEW NO. 16
(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

(hereinafter called the "Organization")

OF THE SECOND PART

WHEREAS, the Organization desires to provide clean-up services along ditches within The Municipal District of Greenview No. 16 Road Allowances on Township and Range Roads.

AND WHEREAS, The Municipal District of Greenview No. 16 is willing to pay for clean-up services provided.

THE ORGANIZATION AND MUNICIPALITY AGREE:

1. The Organization represents and warrants that it is a Non-Profit Organization.
2. The Organization shall provide cleaning services by picking up garbage in the ditches along the Roadways as assigned by a Municipal representative and as listed under *section 9* of this agreement. Cleaning services shall be completed on the second Saturday in May (**May 11, 2019**), weather permitting.
3. Subject to the terms of this agreement, the Municipality shall reimburse the Organization for its services at the rate of one hundred dollars (\$100.00) per ditch kilometer (one-side) cleaned, with a maximum of \$1,000.00 per Organization. The Municipality shall determine the total amount payable to the Organization based on the total number of kilometers of roadside that are cleaned to the satisfaction of the Municipality, such determination to be made at the sole discretion of the Municipality.

4. The Organization shall abide by the program rules as established by the Municipality and be fully responsible for the activities of its workers. Failure to comply with the program rules shall result in the immediate termination of this agreement.
5. The Municipality will supply garbage bags, disposable gloves, and safety vests for each member of a crew as well as safety signage for the Organizations to post at either end of their working area. The Municipality will provide a traffic control plan to ensure signage is properly placed and a pre-commencement safety orientation will be performed by the Municipality staff. Municipality staff will pick up and dispose of bags upon completion.
6. The Organization shall ensure that prior to taking part in clean-up day activities, its participating members have completed the required safety orientation.
7. The Organization shall provide transportation, supervision and medical first aid services for its participating members.
8. The Organization shall indemnify and hold harmless the Municipality, its employees, and agents from any and all damages, demands, claims and expenses (including legal expenses on a solicitor and own client basis) whatsoever that may arise directly or indirectly out of any acts or omissions of the Organization under this Agreement. This provision shall survive the termination of this Agreement.

Organizations are advised to maintain Comprehensive General Liability insurance coverage to protect itself from third party claims, demands or actions.

#9 to be filled in by the Operations Department

9. The following sections of roadway ditch are to be cleaned under this agreement.

Road Section	From	To	Total kms to be Cleaned

10. Identification of the Organization:

Organization Name: _____

Contact Person: _____

Phone Number: _____

E-mail Address: _____

Mailing Address: _____

Cheque Payable to: _____

11. The Organization shall return all vests and signage to the MD Operations Building within one week of having completed its section of roadside cleanup.
12. This Agreement represents the entire agreement between the parties. No amendment to this agreement shall be effective unless it is in writing and executed by the parties.
The Organization Representative acknowledges and agrees that he/she has **READ** and **UNDERSTANDS THE TERMS** of this Roadside Clean-up Agreement.

Organization Representative

Municipal District of Greenview No. 16
Representative

Signs and vests were returned to MD Operations Building on this _____ 20____.

Organization Representative Initials

MD Representative Initials