



<b>TITLE: CUSTOM WORK</b>		
<b>Policy No.: R/S - 005</b>	<b>Section: Roads and Streets</b>	<b>Page no.: 1 of 3</b>

<b>Legislation Reference</b>	Alberta Provincial Statutes
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**Purpose:** To establish provisions for the responsibility of Town of Smoky Lake in performing Custom Works to external agencies or organizations and create an understanding between the Town and the applicant.

**Policy Statement and Guidelines:**

**1. STATEMENT**

- 1.1 Custom works are not a core function of Town of Smoky Lake and will not take precedence over Public Works.
- 1.2 Town of Smoky Lake will be compensated for all performance of Custom Work in accordance with the Alberta Road Builders Annual Rate; unless otherwise determined by Town Council; and is not to detriment of ongoing municipal operations.
- 1.3 Town of Smoky Lake will not provide custom work on Private Property. Ratepayers are encouraged to obtain the custom work services from private contractors or equipment to perform the required work. Exceptions may be authorized by Council when circumstance warrant where services or equipment may not be available to perform the requested work.
- 1.4 The Town may enter into agreements if custom works warrants a long-term requirement with other municipalities and/or provincial / federal agencies for custom work and the rates to be charged will be in accordance with Alberta Road Builder Annual Rates.

**2. OBJECTIVE**

- 2.1 Establishing a Policy on Custom Works ensures 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 municipality.
- 2.2 As such, it is the intention of Town of Smoky Lake to support these agencies or organizations through the provisions of maintenance services upon operational requirements and availability of resources.
- 2.3 A proactive approach to assist these agencies or organizations and the Municipality is with minimizing risk and claims, controlling insurance costs and ensuring that coverage is available in the future.

March 12/2018 



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**3. DEFINITIONS**

- 3.1 **Custom Work:** any work undertaken by the municipality on non-Town property other than a public work that is the responsibility of the municipality.
- 3.2 **Hold harmless agreement:** Contract by which legal liability for damages of one party is assumed by the other party. One party agrees to hold the other party harmless (and usually indemnify) from the liabilities associated with the hazards of a particular activity or venture

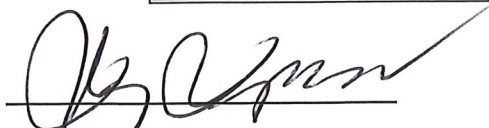
**4. GUIDELINES**

- 4.1 The Public Works Manager reserves the right to refuse any requests for custom work if performance of the custom works will interfere with public work projects or lack of equipment or trained operators.
- 4.2 No custom work will commence unless the agencies or organizations have signed an Hold Harmless Agreement, as outlined in *Schedule "A" – Hold Harmless Agreement – For Use in Connection with Custom Work*, which is a requirement that the Town does not expose itself to any unnecessary risk.
- 4.3 The Town shall be compensated for all performance of Custom Work in accordance with the Alberta Road Builders Annual Rate; unless otherwise determined by Town Council.

**5. PROCEDURES**

- 5.1 Custom works shall be limited to the scope and abilities of the equipment and staff of the Public Works Department only.
- 5.2 The date for performing the work to be at the discretion of the Public Works Foreman with excerpts as detailed below:
  - municipal equipment is available.
  - municipal operations are not negatively impacted.
  - those requesting the custom work sign a Hold Harmless Agreement absolving this Town for any liability risk.
  - may refuse to perform the work if they deem it unsafe or unnecessary.

	<b>DATE</b>	<b>RESOLUTION NUMBER</b>
Approved	2018-02-06	2945/18
Amended		
Amended		

  
**Hank Holowaychuk**  
 Mayor

  
**Adam Kozakiewicz**  
 Chief Administrative Officer

*March 12 / 2018* 



Schedule "A"

**HOLD HARMLESS AGREEMENT  
FOR USE IN CONNECTION WITH CUSTOM WORK**

This HOLD HARMLESS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**TOWN OF SMOKY LAKE**  
(hereinafter called "the Town")

**AND**

\_\_\_\_\_  
Name  
(hereinafter called "the Party")

\_\_\_\_\_  
Mailing Address      Phone Numbers: Home      Work      Cellular

**LOCATION:**

Legal Address: \_\_\_\_\_

Date of Custom Work: \_\_\_\_\_

**WHEREAS**, the Party requested the following Maintenance Activity: \_\_\_\_\_ from the Town and approves the Town the use and access onto the property to undertake such maintenance activity.

**WHEREAS**, the Town is engaged in the business of providing custom work for maintenance activities and agrees to provide such a service to the Party.

**NOW, THEREFORE**, the party agrees to the following Terms:

1. **Hold Harmless:**

The Party shall indemnify and hold harmless the Town, its Councillors, directors, officers, employees, agents and representatives and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individual may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Party or any negligent act or omission of the Party, its directors, officers, employees, agents and representatives in connection with or arising out of this Agreement or the performance of the Agreement.

2. **Insurance:**

The Party shall have all applicable Insurance Policies current and shall name the Town as an additional named insured; and such certificates evidencing such insurance all be provided to the Town, when requested.

**IN WITNESS WHEREOF** has hereunto set their hand and the day and year first above written.

SIGNED

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}

TOWN OF SMOKY LAKE

\_\_\_\_\_  
Party

\_\_\_\_\_  
Per:

*[Handwritten signature]*  
*April 4/2018*