

I. GENERAL PROVISIONS

1. No county snow-removal equipment shall be used on private roadways:
 - until all public roadways are clear of snow
 - Only at the discretion of the Public Works Department will driveways be plowed
 - Once Spring Load Restrictions are in place, St. Louis County will not plow driveways
2. Applications for plow service must be:
 - received by October 1st of said winter season
 - accompanied by payment in full (see RATES on said winter season application).
3. Private Roadways will not be plowed until there is a minimum accumulation of four (4") inches of snow.
4. St. Louis County will not accept any applications for snowplowing services once there is 4 or more inches of snow on the ground.
5. County shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God. County agrees to give notice as soon as possible to the applicant of the inability to perform.

II. SPECIAL PROVISIONS REGARDING SNOWPLOWING

1. Roadway must have a reasonably smooth driving surface and surface width must be a minimum of 15 feet.
2. Roadway must be clear of obstructions at least 12.5 feet on either side of its centerline (must have a 25 foot clear zone).
3. A turnaround area will be a minimum of 30'x 75' and free of obstacles to allow ample room to turn the plow unit.
4. Gates or barricades must be open to allow unimpeded ingress and egress of plow units.
5. Road gradients and curves must allow snowplow units easy maneuvering and safe passage.
6. Roadway length will be verified at the time of inspection.
7. This application will be rejected if in the opinion of the inspector from Public Works the above requirements are not met.
8. If there is a change in circumstances during the snowplowing season which in the opinion of the snowplow operator that makes plowing the roadway unsafe or impractical to plow, this agreement will be terminated. Prior to termination the Road Association will be notified of the change in circumstance and given reasonable time, not to exceed two (2) weeks to return the roadway to compliance.

III. RATES

1. Regular plowing rates shall be a flat rate charge in accordance with the rate on said winter season application.
2. The appropriate fee will be paid in full at the time the Private Roadway Association makes application. Payment in full consists of a check or money order payable to "St. Louis County Auditor" for the total amount from the rate schedule on said winter season application PLUS the NON-REFUNDABLE filing fee PLUS the late fee (if applicable, see #3 below). One check or money order for all fees is preferable. Responsibility for collection of these fees and payment to St. Louis County is strictly upon the Private Roadway Association president or other designated representative.
3. There will be a late fee* (see said winter season application for late fee) added for applications received by the Public Works Department after October 1st.
4. If the Road Association snowplowing application is rejected, the applicable fee from the rate schedule will be refunded to the Road Association. The filing fee and late fee, if applicable, will not be refunded.
5. NO APPLICATION WILL BE PROCESSED WITHOUT TOTAL PAYMENT.
6. No portion of the fee payment will be refunded once the application has been accepted.
7. Exceptional circumstances that require special equipment shall be charged at the rental rate of the equipment and the operator's time.

Disclaimer & Acknowledgement listed on application:

We the undersigned hereby declare that we are the owners or occupants of homes or property served by the above-described property roadway and take full responsibility for all snowplowing. Further, we hereby WAIVE ANY AND ALL CLAIMS FOR DAMAGES TO OUR PROPERTY, BOTH REAL AND PERSONAL, WHICH MAY BE CAUSED BY THE COUNTY OF ST. LOUIS, ITS EQUIPMENT, OR ITS EMPLOYEES WHILE SNOWPLOWING.

FURTHER, IN CONSIDERATION OF THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, WE AGREE TO INDEMNIFY ST. LOUIS COUNTY FROM ANY AND ALL LOSSES OR DAMAGES ST. LOUIS COUNTY MAY SUFFER AS A RESULT OF CLAIMS OR JUDGMENTS AGAINST IT FROM ALL PERSONS WHATSOEVER ARISING OUT OF THE DESIGNATED SNOWPLOWING SERVICES. We acknowledge that we have read and understand this entire agreement.

St. Louis County, having inspected and approved the above-described private roadway, hereby agrees to provide snowplowing as agreed upon for the applicant subject to their terms and provisions above defined. Failure of the applicant to meet any of the provisions above described shall be considered a breach of this agreement and grounds for immediate termination of services by St. Louis County. St. Louis County reserves the right to cancel this agreement should it be determined that the roadway is unsafe for equipment or employees.