

CONTRACT FOR CUSTOM WORK – By Request of Ratepayer

Dated this _____ day of _____, 20____.

Rural Municipality of McCraney No. 282 (“the RM”).

APPLICANT NAME:
MAILING ADDRESS:
TELEPHONE NUMBER:
EMAIL ADDRESS:

I _____ hereby request the RM to do the following work:
(Name)

Land Description (*where work is to be done*): _____

Description of Work: _____

on the terms and conditions described below:

1. I will pay for the work at the rates prescribed by the RM for custom work at the time the work is done. (*See reverse for rates*)
2. I agree that payment will be made within 30 days of the date of the invoice from the RM for the work.
3. I undertake to advise the RM of the location of any items which may not be apparent upon a visual inspection of the property, including but not limited to wells, cables, survey monuments and any underground lines.
4. Should I fail to so advise the RM, I agree that I will be obliged to compensate the RM for any resulting damage to the equipment used and to indemnify and save harmless the RM of and from any and all claims resulting from the equipment coming into contact with such items, including claims for consequential losses.
5. I understand that the work will only be performed when the equipment is in the area and when time permits.
6. I agree to be present while the work is being done. Should I not be present, it shall be presumed that the work has been done to my satisfaction and that it took the amount of time indicated by the Operator, as shown on the RM invoice.
7. I acknowledge that in accordance with section 405 of *The Municipalities Act*; the amount due with respect to any work of service performed by a municipality by agreement with any person is a lien against any land owned by the person for whom the work or service was performed and may be recovered in accordance with that section. The Municipality may refuse services for delinquent accounts. (*See reverse for more info on section 405*).

Witness

Contracting Party

FOR RM EQUIPMENT OPERATOR USE ONLY

DATE WORK STARTED:	DATE COMPLETED:
TIME STARTED:	TIME FINISHED:
TOTAL TIME SPENT:	EQUIPMENT USED:
EMPLOYEE NAME:	SIGNATURE:

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Excerpt from *The Municipalities Act*:

Amounts owing for work or services by municipality

405(1) The amount due with respect to any work or service performed by a municipality by agreement with any person is a lien against any land owned by the person for whom the work or service was performed.

(2) The municipality may recover the amount mentioned in subsection (1) from the person:

(a) by action; or

(b) by distress of the person's goods in accordance with section 323.

(3) Within 12 months after work or services mentioned in subsection (1) were performed, the municipality may:

(a) add to any arrears of taxes on land owned by a person in the municipality any amount with respect to such work or services performed for that person that remains unpaid at the end of those 12 months; or

(b) provide that the amount mentioned in clause (a) is to be added to, and thereby form part of, the taxes owed on the land.

(4) Sections 279 to 282 apply, with any necessary modification, to the amounts that are added to unpaid taxes pursuant to subsection (3).

CUSTOM WORK RATES

Motor Grader	\$350/hour (+ taxes) from the time machine leaves shop to when it returns
CAT D6R Dozer	\$350/hour (+ taxes) plus trucking both ways
Motor Scraper (Buggy)	\$350/hour (+ taxes) from the time machine leaves shop to when it returns
Tractor & Mower	No Custom Mowing Offered

*All rates apply to work being done within the boundaries of the Municipality and for ratepayers only.

FOR OFFICE USE ONLY
DATE RECEIVED:
ADMINISTRATOR SIGNATURE:
INVOICE #: