

**TOWN OF DUCK LAKE  
CUSTOM WORK POLICY**

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**Policy; Custom Work Policy**

**Resolution; #** \_\_\_\_\_

**Effective Date:** April 13/2020

**1. Purpose**

To establish a consistent custom work procedure for ratepayers and employees of the Town of Duck Lake.

**2. Policy**

All ratepayers of the Town of Duck Lake who wish to have custom work done by the Town of Duck Lake shall comply with the following procedures.

- a) A Custom Work Agreement (attached), shall be completed and signed.
- b) Once the Custom Work Agreement is on file at the Town Office, each time a ratepayer wishes to have custom work done they must contact the Town Office and make a request.
- c) Custom Work requests will only be considered if the Town Public Works department has the manpower and time to complete such request.
- d) All custom work will be logged by the Town Foreman and submitted to the Town Office bi-weekly for billing purposes, and shall be billed as per the Town of Duck Lake "Appendix A" custom work rates.

**TOWN OF DUCK LAKE  
CUSTOM WORK AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BETWEEN:

The Town of Duck Lake  
(hereinafter referred to as "the Municipality")  
AND

\_\_\_\_\_  
(hereinafter referred to as "the Owner")

WHEREAS, the "Owner" is the owner, purchaser or lessee of the following lands,

\_\_\_\_\_  
(Civic Address)

\_\_\_\_\_  
(Mailing address)

WHEREAS, the Owner desires the Municipality to perform custom work when the owner places a request with the Town Office.

NOW, THEREFORE, the Municipality and the Owner for the consideration hereinafter named, agrees as follows:

1. The Municipality agrees to perform custom work at the Owners request, however it shall be understood that such custom work shall only be undertaken if time and manpower permits, and at the discretion of the Municipality. If Custom work is required earlier than the Municipality can perform it or if the Municipality cannot perform it, the Owner should retain the services of a private contractor.
2. The Owner hereby agrees to pay the Municipality an hourly rate according to "Appendix A" custom work rates. Any unpaid bills will be added to and form part of the taxes on the Owner's property at year end. The Municipality may refuse services for delinquent accounts. **Prices subject to change.**
3. The Municipality shall have the right to refuse custom work that in the opinion of the operator will be hazardous or difficult to complete. Objects that are concealed because of overgrowth or other kinds of coverage must be marked with stakes or otherwise. Example: bricks, stumps, foundation, etc.
4. The Owner hereby covenants and agrees that they will at all times indemnify and save harmless the Municipality, its servants, agents and employees from and against all loss, damage or injury however caused, which may at any time during the continuance of this Agreement occur to any person or the property of any person including the Owner.

SIGNED in the presence of:

\_\_\_\_\_  
WITNESS (print and signature)

\_\_\_\_\_  
OWNER (print and signature)