

AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. Parties:

The parties to this Agreement are the Warren County Board of County Commissioners (hereinafter the "County") or the _____ Township Board of Trustees (hereinafter the "Township"), and _____ (hereinafter the "Developer"), the developer of _____ **Subdivision, Section/Phase** _____ (hereinafter the "Subdivision").

II. Purpose:

The purpose of this Agreement is to make provision for the removal of snow and ice from the streets as are shown upon the recorded plat of the Subdivision prior to the time of the acceptance of such streets by the County as a part of the County or Township road system if the Developer, for whatever reason, does not remove snow and ice in a timely manner from said streets.

III. Authorization:

Developer does hereby grant permission to the County or Township, as may be appropriate, to enter into the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown upon the plat of such subdivision and dedicated as public streets.

IV. Reimbursement of Cost of Snow and Ice Removal:

The County or Township performing snow and ice removal from the aforesaid streets shall invoice the Developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty (30) days of the date of the same by check made payable to the invoicing political subdivision.

As used herein, "actual cost" means any costs incurred due to the use of employees, materials or equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer PERS contributions. Costs incurred due to the use of materials shall be the costs incurred by the political subdivision in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon standard rental rates within the community for the equipment used.

V. Hold Harmless; Indemnification; Defense

The Developer does hereby agree to defend, indemnify and hold the County and/or Township, its agents, employees and contractors, performing the snow and ice removal harmless from any and all

claims, suits, actions, injuries, damages, liabilities, costs, expenses and attorneys fees which may be occasioned by the County or Township performing the snow and ice removal within the aforesaid subdivision.

VI. Determination of Necessity and Priority of Snow and Ice Removal:

The County or Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. No Common Law Acceptance:

The performance of snow and ice removal within the Subdivision by the County or Township, as may be applicable, is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the County or Township road system and that such acceptance may only occur by formal resolution adopted by the County.

VIII. Modification; Binding Effect; Entire Agreement:

- A. This Agreement may be modified only in writing and signed by both parties.
- B. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This Agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this Agreement are of no force and effect.

IN EXECUTION WHEREOF, the Developer has caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

IN EXECUTION WHEREOF, the _____ Township Board of Trustees have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number _____, dated _____.

_____ **TOWNSHIP**
BOARD OF TRUSTEES

SIGNATURE: _____

PRINTED NAME: _____

TITLE: President _____

DATE: _____