

NESSEL TOWNSHIP,
CHISAGO COUNTY,
STANCHFIELD, MINNESOTA 55080

SHOREWOOD PARK SANITARY DISTRICT
SNOW PLOWING AGREEMENT

This agreement is made effective 10 October 2023 by and between Nessel Township, Stanchfield, MN hereinafter described as “Township” and Shorewood Park Sanitary District hereinafter described as “SPSD” as follows:

1. Scope of Services:

- 1.1. The Township will provide snow plowing and removal services, to include salting and sanding, on the private roads within SPSD to the same general standards as the public roads maintained by the Township.
- 1.2. Services provided will be scheduled and executed at the discretion of the Township so as not to unduly delay or interfere with the removal of snow from the public roads under its jurisdiction. SPSD will be plowed as logistically convenient for the Township in conjunction with plowing of other public roads in the vicinity.
- 1.3. Any requests or communications regarding services to be provided by the Township must be communicated directly to the Township Road Committee Chairperson from the SPSD Chairmen or Clerk. Township employees, or contractors, will not take direction from anyone other than the Township Road Committee Chairperson. This specifically applies to requests for services above and beyond what the Township is doing on the public roads under its jurisdiction, i.e., additional salting or sanding, loading and hauling of snow, ice cutting or the rental and use of special equipment.
- 1.4. The Township agrees to keep accurate records of time and services provided under this agreement, tabulated on a monthly basis.
- 1.5. This agreement applies specifically to the private roads within SPSD as shown on the attached Maps:
 - 1.5.1. Enclosure 01 – Shorewood North Plowing Map.
 - 1.5.1.1. Rush Lake Way
 - 1.5.1.2. Lakeview Drive
 - 1.5.1.3. Shorewood Drive
 - 1.5.2. Enclosure 02 – Shorewood South Plowing Map.
 - 1.5.2.1. Shorewood Drive
 - 1.5.2.2. Shorewood Circle
 - 1.5.2.3. Lakeside Circle
- 1.6. Each October, the Township and the SPSD will conduct a road tour of SPSD roads and hold a pre-season planning meeting to ensure good communications proper planning. Road tour and meeting to include the SPSD Chairmen and Clerk, and the Township Road Committee Chairperson and contractor.

2. Payment Terms:

- 2.1. The Township will charge SPSD for all services provided on a time and materials basis. The Township will charge for contracted service at the current contracted hourly rates and will charge for employee and board member services at the current hourly rates.
- 2.2. The Township Treasurer will provide a monthly statement indicating all charges, payments, and payments due.
- 2.3. The Township will apply 100% of all Midco royalties to payment for services provided to SPSD.
- 2.4. For each month where there is a positive balance due by SPSD, the Township Treasurer will submit an invoice to SPSD. Payment terms shall be net 30 days.

3. General Agreement:

- 3.1. It is agreed by and between the parties that the roadways within SPSD are private and that SPSD shall serve as the road authority for these private roads.
- 3.2. This agreement shall be in full force and effect for a period of two years commencing on the date listed above. This agreement may be renewed for two one-year extensions upon the agreement of both parties. Regardless, this agreement shall expire after a period of four years and require renegotiation and execution by both parties.
- 3.3. The Township, its employees or contractors will not be liable for any direct, indirect or consequential damages in relation to performing work for, and within, the SPSD.
- 3.4. Nothing in the agreement shall be in contradiction to Minnesota State Statute 160.21 Snow Removal.
- 3.5. This agreement may be terminated upon 30 days written notice of one party to the other. The Township shall not terminate during the plowing season, November 1st to May 1st.
- 3.6. It is agreed by the parties that the SPSD reserves the right to self-perform any road maintenance tasks at its own discretion.
- 3.7. It is agreed that this agreement does not include private driveways within SPSD. The Township will not provide services on private driveways.

IN WITNESS WHEREOF, the parties have executed this agreement as attested below.

Shorewood Park Sanitary District
Rush City, MN



(SPSD Chairman Signature)

Richard L Storck

(SPSD Chairman Printed Name)

Dated: 10-19-23

Nessel Township
Stanchfield, MN



(Township Chairman Signature)

Michelle Meis

(Township Chairman Printed Name)

Dated: 10-12-23



(Township Clerk Signature)

Dated: 10/12/2023



Shorewood North Plowing Map

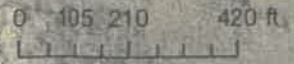


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Rush Lake Way
Lakeview Drive
Shorewood Drive





Shorewood South Plowing Map

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