

TOWN OF MATTAPOISETT
PRIVATE ROAD SNOWPLOWING AGREEMENT

This **PRIVATE ROAD SNOWPLOWING AGREEMENT** ("Agreement") is executed this _____ day of _____, 20____ by and between the Town of Mattapoisett, acting by and through its Board of Selectmen (the "Town") and the property owners listed on the Schedule attached.

WHEREAS, the Owners hold title to the lots abutting _____

_____ Road, a private way in the Town (the "Road") and have requested snowplowing be performed by the Town (the "Work");

WHEREAS, the Town is authorized under the Town's General Bylaws, Snow Removal Regulations and the General Laws to snowplow the road(s) provided that the Owners enter into an Agreement with the Town;

WHEREAS, the Town requires entry onto the Road(s) for the purposes of snowplowing; and

WHEREAS, the Owners are willing to grant the Town such entry to snowplow;

NOW, THEREFORE, in consideration of the mutual promises and benefits acknowledged herein, the parties hereby agree as follows:

1. Use, Purpose, Term. Entry onto the road(s) is specifically, but not exclusively, granted to the Town, its Highway Surveyor, contractors, agents, representatives, employees, invitees, permittees and licensees, for the purpose of snowplowing the Road.

2. Access. The road shall remain a private way, and shall be open for access by the general public.

3. Conduct. During the exercise of the rights hereby granted, the Town, its Highway Surveyor, contractors, agents, representatives, employees, invitees, permittees and licensees shall at all times conduct themselves so as not to unreasonably interfere with the operations of the Owners, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

4. Release. The Owners agree to hold the Town and its Highway Surveyor, contractors, subcontractors, agents, and employees harmless from and to remise, release and forever discharge the Town of from any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, of every name and nature, both in law and equity, against the Town or its Highway Surveyor, contractors, subcontractors,

agents and employees and its or their successors and assigns which arise out of the rights granted under this Agreement, including those which may arise due to defects in the road(s) before or after the snowplowing, intending hereby to release all claims which have been made or could have been made with regard to the snowplowing of the road. This release shall survive the termination of this Agreement.

5. Insurance. The Town acknowledges that the Town and/or its contractor(s) carries insurance in an amount sufficient to support the obligations of the Town under the terms of this Agreement; each Owner acknowledge that he/she carries insurance in an amount sufficient to support the obligations of the Owner under the terms of this Agreement.

6. Effective Date. This Agreement shall become effective when signed by the Board of Selectmen's designee and all the owners or their authorized designee.

7. Termination. This Agreement may be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice.

8. No Estate Created. This Agreement shall not be construed as creating or vesting in the Town any right in ownership of the Road or any interest in real property.

9. Modifications, Extensions. This Agreement may not be modified and the periods set out herein may not extended except in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument and signed in duplicate on the date first indicated above.

**TOWN OF MATTAPOISETT
BOARD OF SELECTMEN**

OWNERS:

Person to Contact for Inspection

Phone Number

E-Mail

Note: An Association Member authorized by a vote of the Association can sign once for the whole Association. Unless you denote in the Duration line, this Agreement will remain in force from year to year without the need to resign each year. All streets both Pre and Post 2009 must sign this form and return. Please put the Signed Form in an envelope and mail to Town Hall, Town of Mattapoisett 16 Main Street, Mattapoisett 02739 or fax to 508-758-3030. Any questions call the Town Administrator at 508-758-4100, ext. 220 or email at mgagne@mattapoisett.net.

DURATION

Please Do Not Fill In Any Information Below this Line

TOWN OF MATTAPOISETT
HIGHWAY SURVEYOR
SIGN-OFF REGARDING CONFORMITY
TO MATTAPOISETT SNOW REMOVAL REGULATIONS

NOTATIONS
