

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Snow Removal
POLICY NUMBER: 3200
ADOPTED: November 22, 1999
REVIEWED: September 13, 2016, January 10, 2017
REVISED: January 27, 2014, October 10, 2016, February 27, 2017

3200.10 The purpose of this policy is to provide guidance to District staff and the public with regard to District responsibilities in the removal of snow in the community.

3200.20 The District is responsible for plowing all alleys recorded on the county map for ingress/egress and designated easements under the District's jurisdiction

3200.21 The District may remove snow to provide off-street parking (Minutes 01/09/68).

3200.30 The District may contract for snow removal with any property owner within the District boundaries. If a non-property owner, such as tenants, requests snow removal, the owner of the property shall provide written approval prior to providing service.

3200.31 Snow removal on private property shall be completed only when District responsibilities have been completed.

3200.32 The private property owner shall release the District of all liability for snow removal operations conducted on their private property. A current liability release, attached to this policy as 3200A, shall be on file with the District prior to providing private snow removal services.

3200.40 The District may contract for snow removal with the County of Siskiyou, for work on public streets or rights-of-way.

3200.50 The priority schedule of snow plowing shall be determined by the General Manager based upon the following factors:

3200.51 To provide for public ingress and egress in areas where the street serving the property is the responsibility of the District in the following order of priority:

3200.511 Fire Department

3200.512 South McCloud Avenue

3200.513 Lawndale Lane

3200.514 Hill Street

3200.515 Alleys

3200.516 Clearing snow from fire hydrants

3200.517 Private roads, driveways and other private property

MCS D 3200A

**REQUEST FOR SNOW PLOWING OF PRIVATE PROPERTY
AND RELEASE OF LIABILITY**

The undersigned (hereafter "Owner"), by his/her/their signature/s hereto, represent:

1. That Owner is the owner of that certain property commonly known as _____ located in McCloud (hereafter "Property"), and is authorized to enter into this agreement.
2. That Owner has requested that the McCloud Community Services District (hereafter "MCS D") provide snow plowing services on private property to allow winter access as necessary to the Property.
3. That MCS D has agreed to provide such services in accordance with its rules, regulations, policies and charges in effect as of the date hereof, and as they may be changed in the future, and Owner agrees to be bound by same and as they may be amended from time to time.
4. That in consideration of MCS D's agreement to the foregoing, Owner hereby and forever on behalf of his/herself and the assigns, fully releases and discharges MCS D, its agents and employees, its successors and assigns, from all claims, rights and actions that Owner may have after the execution of this release arising out of snow plowing activities by MCS D. Owner acknowledges and agrees that this release, including, but not limited to the Property, or personal property, whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent, that Owner may have against MCS D, and Owner hereby waives application of California Civil Code, Section 1542 (which allows, in part, preservation of unknown claims from the affect of a release).
5. This agreement shall remain in effect so long as Owner receives snow plowing services from MCS D or until canceled in writing on ten (1) days notice by Owner or MCS D.

Dated: _____ Signature: _____