

Policy Name:	Municipal Private Works	Effective Date: June 23, 2026
Policy Number:	FA-03	Approval Date: June 23, 2026
Policy Area:	Finance and Administration	Council Resolution No.: 195/2026
Policy Section:	Finance/ Administration	Updated: 23June2026
No. of Pages:	5	

PURPOSE

To outline the requirements for private work conducted from Municipality of Brenda-Waskada employees and ensuring fair and equitable use of municipal resources. This will enhance the overall accountability and transparency of the municipality.

DEFINITIONS

Employee – any person employed by the municipality, and includes the Chief Administrative Officer, designated officers, full-time, part-time, or casual employees.

Private Works – any work undertaken by the municipality on private property other than public work that is the responsibility of the municipality.

POLICY

Any municipal work will take priority over private work. Private work will only be considered if private contractors or equipment are not available within the municipality to either supply the service or perform the required work. The municipality will refer requestors to local contractors where available.

This policy applies to any work and/or services carried out by the municipality on private property, within and outside the municipality.

RATES

GRADER (road & lot grading, with blade/wing and/or snow removal with snowplough/wing)	\$160/ hour (including operator) \$80/ half-hour
Tractor (with snow blower)	\$160/ hour
1 ton garbage truck	\$75/ hour with minimum one hour charge (at Public Works Foreman's discretion and by advance arrangements)
Utility Tractor	\$75/ hour
Grass Cutting	\$75/ hour with minimum one hour charge



LEGAL LIABILITY

The applicant shall indemnify the municipality against any claim, action or proceedings for damage or injury which may arise during the performance of private work. The applicant shall sign a waiver form every four years (i.e., on or before October 2026, October 2030) before private work is undertaken by the municipality.

APPLICATIONS/APPROVALS

All private work applications must be made either with the application form (Appendix A) or in writing to the municipality and approved by Council or a designated officer of the municipality.

Schedule B – Waiver shall be signed by the requestor prior to work commencing.

Any work estimated to exceed \$5,000.00 will require signed approval from the applicant as well as council approval.

PAYMENT

The applicant will be invoiced for work undertaken by the municipality, at the rates within this policy. Payment is due upon receipt of invoices. Interest will be charged at the rate of 1.25% per month on any balance outstanding.



**SCHEDULE A – PRIVATE WORKS
REQUEST/ APPLICATION**

Name: _____ Date: _____

Email: _____ Telephone: _____

Mailing Address: _____
Address/PO Box Town Postal Code

Physical Address: _____
Street Address/ Section/Township Range Town

Request:

Signature of applicant



SCHEDULE B – PRIVATE WORKS WAIVER

This Agreement is made as of _____
(Date)

Between:

The Municipality of Brenda-Waskada

And

(Please Print)

PURPOSE

This Agreement establishes terms of approval and releases the Municipality from any liability associated from private work provided by the Municipality.

DESCRIPTION OF WORK

ACKNOWLEDGEMENT OF WORK & PERMISSION

I, _____, understand and agree that:
(printed name)

- The work provided as-is, without guarantees or warranties.
- There may be risks associated with the work or its outcomes.
- The Municipality is not acting as a contractor or guaranteeing results.
- **Release and forever discharge** the Municipality, its Council, employees, agents and contractors from all claims, damages, losses, or injuries arising from or related to the work performed.
- Agree not to bring any legal action against the Municipality related to services provided.
- Agree to Indemnify and hold harmless the Municipality from any claims made by third parties arising out of the work performed or the condition of the property.
- Grant permission for Municipal staff to enter the property for the performance of the work.
- Confirm I have the legal authority to grant permission



NO WARRANTY OR GUARANTEE

The Municipality:

- Makes no warranty, expressed or implied, regarding the quality, suitability, or durability of the work.
- Is not responsible for future maintenance, repairs or outcomes.

LIMITATION OF SCOPE

The Municipality reserves the right to:

- Refuse or discontinue work at any time.
- Limit the scope of work based on available resources, safety concerns, or policy.

This agreement shall be governed by the laws of the Province of Manitoba. This document represents the entire agreement between the parties regarding the work or services provided.

SIGNATURES

Municipality:

Name: _____
(please print)

Title: _____

Signature: _____

Date: _____

Applicant:

Name: _____
(please print)

Signature: _____

Date: _____