

Snow Removal from Private Roads/Ways Policy

The following standards were compiled in an effort to address snow and ice removal operations on private roads/ways in the Town of Mattapoisett. In particular, surface conditions, widths, clearances, and roadside obstacles are identified as obstructions to safe, cost-effective snow and ice removal operations. These issues impede emergency response for rescue personnel and can cause considerable damage to snow plow equipment, which in turn causes delays in snow removal efforts in other parts of Town. Private roads/ways restricted or closed to the public shall not be eligible for snow removal services from the Town in accordance with Mass. G.L. c. 40, §6C. Gated areas, condominiums, and common driveways are not considered private roads. The minimum standards are as follows:

1. Within subdivisions approved since July 1, 1980, private ways which have been approved and have been constructed in accordance with the Rules and Regulations of the Planning Board of the Town of Mattapoisett, but are not yet accepted as public ways, will be plowed for a maximum of three seasons and are not subject to the conditions contained herein. However, a private way will not be plowed if a Planning Board decision or a covenant places that responsibility with the developer or the homeowners.
2. Specifically excluded from plowing are non-municipal multi-unit housing complexes, parking lots, shopping center plazas, malls and similar areas.
3. The private ways must contain three or more occupied residences, and have been constructed prior to July 1, 1980, with each residence fronting on the private way.
4. The private way must be safe for plowing equipment to enter the road. The road surface of the private way must be paved in a manner acceptable to the Highway Surveyor and be in good repair and the way must no less than (10) feet in width and open to the public throughout its entire length.
5. The private way, at the time of plowing, must be clear of vehicles.
6. All owners of property on said private way must sign an agreement releasing and waiving any liability against the Town, its officers, contractors, representatives, agents and employees and indemnify and hold harmless the Town, its officers, contractors, representatives, agents and employees from any and all damages. This agreement must be executed each year.

The height clearance shall be not less than (14') feet from the road surface. This is to ensure access to snow plows and emergency vehicles.

The roadside shoulder shall be free of any obstacles, on both sides of the way, including vegetation, fences, mailboxes, stone walls, rocks, shrubs, trees, cobblestones or any other objects that may interfere with snow removal equipment. The shoulder shall be maintained for no less than two (2) feet on both sides of the roadway.

There shall be an overall minimum of (14') feet by (14') feet corridor free from vegetation and foreign objects.

Shell and stone roadways will not be plowed.

There must be sufficient room for emergency vehicles and Town plows to turn around in a safe manner if the road is a dead end.

All private roads/ways (paved and unpaved) shall be free of defects (potholes or rutting) exceeding (3") three inches in depth. All potholes shall be filled to the approximate level of the roadway. Catch basins and manhole covers shall be at or below grade.

All private roads/ways shall have a visible street sign installed and maintained in accordance with the specifications set forth in the manual on Uniform Traffic Control Devices, published by the Federal Highway Administrator.

The Highway Surveyor will determine, in its sole discretion, when roads need plowing. Snow removal before roads have frozen in the winter, or thawed in the spring, can damage improvements made to a gravel road. Many snowstorms of (6") inches of snow or less will melt within a few days. Therefore, the Highway Department would avoid plowing these areas, because resulting damage may outweigh the benefits.

The minimum standards outlined above are meant to serve as guidelines. It is understood that there will be exceptions to these standards. Exceptions will be determined on a case-by-case basis.

The Highway Department shall inspect all private roads/ways prior to the winter season. A list shall be published in a local newspaper and be posted on the Town's website of those roads which will not be plowed until certain repairs or maintenance are performed. Residents on these roads should contact the Highway Department after the necessary repairs or maintenance for an inspection. Roads satisfactorily repaired or improved shall be removed from the "do not plow" list.

The Town of Mattapoisett, its contractors, representatives, agents and employees shall not be held liable for any damage to private property improvements while performing snow removal operations.

Improvements such as, but not limited to, stone walls, fences, irrigation lines, cobblestones, mailboxes, lawns, shrubs or trees adjacent to the way and damaged as a result of snow removal operations will not be repaired or replaced by the Town or its agents.

Any questions regarding this policy, please contact the Mattapoisett Highway Department at 508-758-4181.

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 Select Board (the "Town") and the property owners listed on the Schedule attached (the "Owners").

WHEREAS, the Owners hold title to the lots abutting _____

_____, a private way(s) 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 plow the Road provided that the Owners enter into an agreement with the Town as memorialized herein;

WHEREAS, the Town requires entry onto the Road 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 is specifically, but not exclusively, granted to the Town, its Highway Surveyor, and the Town’s contractors, agents, representatives and employees for the purpose of snowplowing the Road.
2. **Access.** The Road shall remain a private way. The Road shall be open for access by the general public.
3. **Conduct.** During the exercise of the rights hereby granted, the Town, its Highway Surveyor, and the Town’s contractors, agents, representatives and employees shall 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, its Highway Surveyor, and the Town’s officers, contractors, agents, representatives 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, its Highway Surveyor, and the Town’s officers, contractors, agents, representatives 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 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 Section shall survive the termination of this Agreement.

Indemnification. The Owners, jointly and severally, shall indemnify, defend, and hold the Town, its Highway Surveyor, and the Town's officers, contractors, representatives, agents and employees harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of the Town's undertaking snowplowing on the Road.

This Section shall survive the termination of this Agreement.

5. **Insurance.** The Owners acknowledge that he/she carries insurance in an amount sufficient to support the obligations of the Owners under the terms of this Agreement.

6. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

7. **Effective Date.** This Agreement shall become effective when signed by the Board of Selectmen or its designee and all the Owners or their authorized designee.

8. **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.

9. **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.

10. **Modifications, Extensions.** This Agreement may not be modified and the periods set out herein may not be 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
SELECT BOARD**

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 Mattapoissett P.O. Box 435, Mattapoissett 02739 or Fax to 508-758-3030. Any questions call the Town Administrator at 508-758-4100, ext 4.

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: