**POLICY AND PROCEDURE FOR SNOW AND ICE REMOVAL FOR PRIVATE ROADS**

Throughout the Borough, there are roads that are private, meaning they have never been dedicated to the Borough. A Petition and Agreement for the plowing or salting of a private road may be presented to the Borough Council for acceptance, and with the payment of a onetime fee for registration of $50.00, these agreements will remain in effect pursuant to the terms of this policy and in the agreement. In order for the agreement to be accepted, 100% of the owners must sign the petition. Further, the Borough’s DPW Foreman must inspect the private road(s) and inform Borough Council that said road(s) meet all conditions and requirements for the salting and plowing of snow. A sample of the Petition and Agreement is attached hereto as Exhibit A. This policy shall only apply to private roads in existence at the time of the enactment of the policy.

**EXHIBIT A**

**PARCEL NUMBERS:**

**PETITION AND AGREEMENT AS TO PLOWING OF SNOW OR SALTING OF**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TO JESSUP BOROUGH COUNCIL:**

The undersigned, being all of the owners of property on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (being a private road) in Jessup, PA, request Borough Council to plow the snow or salt the said roadway where and as required in the same manner and with the same frequency as the Borough plows or salts Borough (public) roads and streets.

 This petition and agreement will receive consideration from the Borough Council only if all abutting owners sign it. Where a property is in the names of husband and wife, both must sign. Nor will this petition and agreement be considered by the Borough Council until the title of the owners have been checked and verified by the Borough Engineer, and the executed and form hereof have been duly approved by the Borough Solicitor.

 If this petition and agreement is approved by Borough Council, and snow plowing or salting of said road or street is undertaken by the Borough, the undersigned, in consideration of such work being done without cost to them by the Borough, hereby agree as follows:

1. The said road or street shall continue to be a private road or street, and the plowing of snow, or salting the same by the Borough shall be regarded as a temporary emergency measure only and not be construed as constituting a formal assumption of jurisdiction or a taking over and making public of the road or street by the Borough. The undersigned shall give the Borough full rights of access to the private road(s).
2. The undersigned further agree to continue to be and remain responsible for the repair and maintenance of the said road or street (including, but not limited to, removal of cinders, dirt, and debris) and the Borough shall have no responsibility or liability whatsoever with respect thereto. If in the opinion of the Borough Engineer (whose discretion in this matter shall be final), a private road or street which the Borough has theretofore been plowing or salting falls into a state of disrepair and is not being properly maintained by the abutting owners, the Borough Engineer, by letter addressed to each abutting owner, shall notify the owners that the Borough is discontinuing as of a specified date the plowing of snow or salting of the road or street, and the Borough will not thereafter plow the snow or salt the same unless and until the road or street is repaired by the abutting owners.
3. In the event that any person is injured or property damaged as a result of the said road being in a state of disrepair, or if injury or damage results to any person or property from the accumulation of snow and/or ice thereon, or if lawns, trees, shrubbery, or curbs are damaged in the plowing of snow, or salting, the undersigned agree that the Borough shall have no liability or responsibility whatsoever for such injury or damage, and the undersigned further agree that they and each of them will be and remain liable for injury or damage sustained on his or her property and will hold harmless and indemnify the Borough against any and all liability in connection therewith.
4. This agreement shall remain in effect unless thirty days’ written notice is given by either party seeking to terminate the same or a change of ownership occurs related to those abutting the private road, at which time a new agreement must be executed.
5. The covenants of the undersigned contained herein shall bind not only the undersigned, but their heirs, executors, administrators, and successors in title as well.

IN WITNESS WHEREOF, we, the undersigned, in consideration of the mutual covenants and agreements herein set forth, and other good, valuable, and sufficient consideration received and intending to be legally bound hereby have set our hands and seals below.

Witness: Property Owner(s):

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**(ATTACH ADDITIONAL SIGNATURE SHEETS AS NECESSARY)**