

# AGREEMENT

This is an Agreement between Lower Allen Township, Cumberland County, PA (hereinafter "Township", and \_\_\_\_\_ (hereinafter "Contractor") for the purpose of the Contractor provided sidewalk clearing services to the Township following snowstorms.

**WHEREAS**, the Township wishes to hire a contractor to clear certain sidewalks of snow and ice following winter storms, and

**WHEREAS**, the Contractor wishes to enter into an agreement with the Township to clear certain sidewalks within the Township for just remuneration.

**NOW THEREFORE**, the Township and the Contractor agree as follows:

## **SECTION I – CONTRACTOR RESPONSIBILITIES**

1. The Contractor agrees to clear his assigned sidewalk(s) following every snowfall.
2. Contractor agrees to clear his assigned sidewalk(s) within 24 hours after snowfall ceases.
3. If the Contractor will not be physically able to clear the sidewalk following a winter storm, he must notify the Township no later than the end of the snowfall.
4. Contractors must provide their own equipment.
5. Contractors will not be covered under any Township insurances.
6. Contractor agrees to not use Township-provided equipment or supplies in any location other than his assigned sidewalk(s).

## **SECTION II – TOWNSHIP RESPONSIBILITIES**

1. The Township will provide ice melt and instructions for use.
2. The Township will pay the contractor \$18 per hour.
3. Township will set maximum completion times for each sidewalk. Times will be determined using a snowfall of 4 inches or less as a base.
4. Township will increase the time allowance by 50% for snowfalls of 5–8 inches.
5. Township will double the time allowance for snowfalls over 8 inches.

## **SECTION III – RELATIONSHIP**

A. Nothing herein shall constitute an employer–employee relationship between the Township and the Contractor. Contractor is not eligible for Township employee benefits, including but not limited to, health insurance coverage, worker’s compensation coverage, unemployment benefits, pension benefits, or overtime.

B. The Township shall give the Contractor 30 days' notice if this agreement is being terminated for any other reason other than just cause due to actions of the Contractor.

C. The Township reserves the right to terminate this agreement without notice for cause due to actions of the Contractor.

D. The Contractor shall give the Township 30 days' notice if he/she can no longer continue servicing his/her assigned sidewalks.

E. This agreement shall be renewed on an annual basis.

This agreement is approved this \_\_\_\_ day of \_\_\_\_\_, 2022 by

**FOR THE TOWNSHIP:**

\_\_\_\_\_ Date  
Thomas G. Vernau, Jr., Township Manager

**FOR THE CONTRACTOR:**

\_\_\_\_\_ Date  
Name/Title

## SIDEWALK SHOVELING GUIDELINES

- Contractors are required to clear their assigned sidewalks following every snowfall.
- If a contractor will not be physically able to clear the sidewalk, he must notify the Township 24 hours in advance.
- Sidewalk must be cleared within 24 hours after snowfall ceases.
- The Township will provide ice melt and instructions for use. Contractors may not use Township-provided ice melt in any other location than Township sidewalks
- The Township will pay the contractor \$18 per hour and will set maximum amounts payable for each sidewalk. Times will be determined based on a snowfall of 4 inches or less.
- Time allowance will increase by 50% for snowfalls of 5-8 inches.
- Time allowance will double for snowfalls over 8 inches.
- Contractors must provide their own equipment.
- Contractors will not be covered under any Township insurances.