



Residential Winter Maintenance Terms and Conditions

Winston Miller Construction Inc. operates a fleet of snow removal equipment including plow trucks and loaders for larger commercial sites, to smaller tractors equipped with a blower for residential driveways and smaller commercial sites. Our employees are trained in the use of our equipment and in proper snow plowing procedures. To ensure the best service for all of our customers, we ask that you read and accept these terms and conditions.

To ensure continued service; all accounts must be in good standing; a signed contract must be in our office; and your driveway must be marked with a driveway marker that we will provide and install.

Our plowing season runs from **FIRST snowfall to LAST**. We generally wait for 5 cm of accumulation before plowing residential driveways and *service is not guaranteed for accumulations less than 5 cm*. With heavy storms, it is possible that during our first pass, we will just clear the plow bank created by the town's plowing efforts. This is to ensure that **ALL** of our customers can get out of their driveways at a reasonable time. We will then return to clean the full driveway at least once during the day, and also to open your driveway if a second plow bank has been created during the day.

Unfortunately **we cannot guarantee a time that your driveway will be plowed** and you will be able to leave during snow falls. Heavy snow, equipment problems, emergencies, etc will affect the timing of your plowing / blowing. If you have an emergency and need your driveway cleared for emergency vehicles, please call our office and we will dispatch equipment to your house immediately. If you have a medical appointment scheduled, please call our office at least 24 hours in advance and we will be sure that your driveway is clear in time. **Repeated, non-emergency calls for plowing status updates and any mistreatment of our crews will result in immediate cancellation of services without refund.** Our telephones must be available for emergency calls and our hard working crews deserve to be treated with respect.

You are responsible to keep your driveway clear of **ALL** objects (except your cars) during snow falls. **We will not move any obstructions and will plow only up to the first "object" on your driveway.** We recommend that you park your car close to your garage/house and to the side of your driveway so we can plow as much of your driveway as possible.

We are not responsible for damage to items that project into, border on, or are left on your driveway. Since our blowers throw snow up to 3 metres and we may use plows in emergency situations, no branches, wires, etc. can hang less than 3.75 metres off the ground and no improperly protected objects, plants etc. can be within 3.75 metres of your driveway in the areas that our blowers/plows operate and we will not be responsible for damage to same. Water shut off valves must be level with the surrounding driveway or they may be damaged or broken off during winter maintenance. Please call the Town prior to winter to have raised valves lowered down. We will not be responsible for any damage resulting from raised water shut off valves.

If you have requested walkway shovelling, our crews will clear from your driveway to one entrance to your house, usually your front door. You are responsible for clearing approximately 10 inches to 20 inches of snow remaining after our machinery has left your property in areas adjacent to your garage/house, fences, retaining walls, etc. If you would like these areas cleaned, please contact us for pricing on shovelling.

You are responsible for ice build-up of any kind for any reason, drifting snow and removing snow build-up of any kind from your property. Please contact us for pricing on these services and/or providing salt on a per trip basis. The salt may be disbursed onto your lawn during subsequent snow clearing potentially causing plant damage. We will not be responsible for any damage arising from our de-icing efforts.

Prior to the snow season, we will visit your property to install our driveway markers. *It is your responsibility to supply and install markers as required around immovable objects such as retaining walls, wheelchair ramps, steps, raised landscaping stones, etc.*

Due to the nature of winter maintenance, i) Surfaces may be scuffed superficially, particularly textured surfaces and ii) gravel may be thrown causing damage to your property. We will not be responsible for this damage, but we will repair driveway damage in excess of 12 mm in depth. Damage to your lawn caused by our blowers or plows will also be repaired by us. All repairs will be completed after plowing season to ensure the repairs are completed properly and to your satisfaction. All damage must be reported by April 30 2016, or we cannot assume responsibility for its repair.

Shared driveway pricing applies only for attached driveways when both neighbours sign up for service.

Services may be delayed on Christmas Eve, Christmas, New Year's Eve and New Year's Day to allow our operators to spend a small portion of the Holidays with their loved ones. Emergency on call service will be in effect.

All non-negotiable payments will be subject to a \$ 50 administration fee.

Thank you for choosing Winston Miller Construction Inc. for your winter maintenance. We appreciate your business!