

MINNESOTA MODEL EXHIBIT for PRIVATE SNOW & ICE SERVICE CONTRACT

1. The following terms apply to CONTRACTOR's use of anti-icing, de-icing and traction-enhancing materials and methods (together, "snow and ice management materials and methods").
2. Under this Contract, CONTRACTOR exercises judgment as to snow and ice management materials and methods, including when application of material is appropriate, choice of material, method of application and application rates. In making these decisions, CONTRACTOR in its judgment considers, among other things, weather conditions, traction needs, cost and damage from materials to paved surfaces and vegetation. The Contract states OWNER's recognition that snow removal and ice management services will not necessarily result in bare pavement or sidewalks.
3. Further, snow and ice management materials contribute pollutants including sand and chlorides to the environment. Chloride accumulates in the environment, and high chloride levels: (a) are harmful to fish and other freshwater aquatic life; (b) impair groundwater and drinking water supplies; and (c) cause injury to infrastructure and vehicles, plants, soil, pets and wildlife. Sand affects surface water habitat and may increase public cost by accumulating in downstream conveyances and basins.
4. In recognition of these concerns, the approach to snow and ice management and reliance on snow and ice management materials presently is subject to innovation and evolution of best practices. CONTRACTOR provides training to its employees so that they are knowledgeable as to best practices, including those contained in the Winter Parking Lot and Sidewalk Maintenance Manual (Minnesota Pollution Control Agency, 2015) and the Minnesota Snow and Ice Control Field Handbook for Snowplow Operators (Minnesota Local Road Research Board, 2012), as they may be updated.
5. CONTRACTOR and OWNER agree that consideration of these impacts is appropriate and should be taken into account in CONTRACTOR's judgment as to snow and ice management materials and methods along with the other conditions described above.
6. Accordingly, OWNER agrees as follows:

a. OWNER will not claim that CONTRACTOR has violated or breached this Contract by giving consideration to pollutant impacts in its snow and ice management materials and methods, unless CONTRACTOR has deviated substantially from best practices.

b. In any claim, dispute or proceeding concerning damage or injury to OWNER or any third party, OWNER will not claim that CONTRACTOR has violated a duty of care or any other applicable legal standard by giving consideration to pollutant impacts in its snow and ice management materials and methods, unless CONTRACTOR has deviated substantially from best practices.

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