

## **ALTERNATIVE SNOW MANAGEMENT AGREEMENT**

The Municipality of Anchorage (hereinafter the “Municipality”) and \_\_\_\_\_ (hereinafter the “Owner(s)”) enter into the following AGREEMENT TO MANAGE SNOW (hereinafter “this Agreement”) which shall become effective on the date the Agreement is fully executed.

The Owner(s) is/are a(n) \_\_\_\_\_, and \_\_\_\_\_ execute(s) this Agreement on behalf of the Owner(s) in the capacity of \_\_\_\_\_ and warrant(s) he/she/they has/have authority to execute this Agreement on behalf of the Owner(s).

The Owner(s) own(s) a parcel of real property (hereinafter “the Property”) described as: \_\_\_\_\_, per Plat \_\_\_\_\_, located in the Anchorage Recording District, Third Judicial District, State of Alaska. Parcel ID: \_\_\_\_\_, Parcel Address: \_\_\_\_\_.

### **1.0 RECITALS**

1.1 In connection with the Owner’s proposed development of the Property, the Municipality has required and the Owner agrees to manage snowfall and accumulated snow on the Property.

1.2 The management of accumulated snow is a requirement of Anchorage Municipal Code (AMC), Title 21.07.040F. AMC provides that hauling or melting snow is an acceptable alternative to providing dedicated on-site snow storage areas on the Property, subject to the requirements of AMC.

1.3 Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and other facilities on the property described above. In order to meet the

requirements of AMC 21.07.040F., the Owner hereby enters into this Agreement with the Municipality.

## **2.0 SNOW MANAGEMENT**

THE OWNER SHALL:

- (1) Within 24 hours of accumulation of three (3) inches or more of snow on the Property, collect and haul the snow to a snow disposal facility.
- (2) Ensure that the entity hauling the snow complies with all applicable local, state, and federal regulations.
- (3) Ensure that the snow disposal facility is a legal disposal site that is in compliance with all applicable local, state, and federal regulations.

THE MUNICIPALITY MAY:

- (1) Conduct periodic site visits to assess Owner's conformance with this agreement and AMC 21.07.040.
- (2) Review this Agreement with the Owner and modify it as necessary.

## **3.0 REMEDIES**

- (1) If the Municipality determines the Owner is not hauling the snow within 24 hours as required above, the Municipality shall give the Owner notice of the specific correction required. The owner shall collect and remove the snow from the property within 24 hours of receiving such notice. If the snow is not removed from the property within 24 hours of receiving notice, the Municipality may assess financial sanctions (AMC 21.13.040A.4.) and/or initiate enforcement proceedings.

## **4.0 MODIFICATION or TERMINATION**

- (1) Entire Agreement; Modification. This Agreement, together with any attachments and other documents referenced herein, sets forth the entire agreement and understanding of the parties under this Agreement, and supersedes all prior agreements, arrangements, understandings and negotiations. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties to this Agreement.

Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

STATE OF ALASKA                                 )    ss.  
THIRD JUDICIAL DISTRICT                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
by \_\_\_\_\_, in the capacity of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
by \_\_\_\_\_, in the capacity of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
My commission expires \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kent Kohlhasse, P.E.  
Acting Municipal Engineer

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
by \_\_\_\_\_, the Municipal Engineer of the Municipality of  
Anchorage or his designee, on behalf of the Municipality of Anchorage.

**After Recording Return to:**  
Municipality of Anchorage Planning Department  
Land Use Review, ATTN: Sonnet Calhoun  
P.O. Box 196550  
Anchorage, AK 99519-6650