

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: _____, Street 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.
- (2) Termination. If future conditions render the need for this agreement to expire or terminate, the authorized representatives of the parties shall agree in writing to conditions of termination that may include alternate snow management procedures. This Agreement shall not be recognized as terminated until those conditions have been completed and documented.

5.0 BINDING EFFECT

THIS AGREEMENT RUNS WITH THE LAND and inures to the benefit of and is binding upon the parties, their successors, heirs, representatives, and assigns.

OWNER

Signature: _____

Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF ALASKA THIRD) ss.
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 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 _____

MUNICIPALITY OF ANCHORAGE

The snow management agreement as proposed meets the requirements of AMC 21.07.040F.5 and is hereby accepted. The Agreement is hereby approved as to form and content.

Signature: _____

Date: _____

Brandon Telford, P.E.
Municipal Engineer

After Recording Return to:

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