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**PRESENT:** R. P. McDermott, Chairman; M. Kasprzak, Vice Chairwoman; L. M. Smith, Selectman; L. A. Ruest, Town Administrator

**WINTER ROAD MAINTENANCE DRAFT AGREEMENT:** This meeting was held to review input from Town Counsel and the Department of Revenue Administration with regard to the Board's suggestion to include a warrant article seeking the voters' approval of establishing a fund to post potential remaining winter road maintenance services budget funds should the funds not be used during the budget year. Information has since been provided to the Board that municipal budget law does not allow for this suggestion. Following discussion, it was determined that an additional \$10,000 would be budgeted to cover possible expenses over and above the annual contract amount. The following revisions result:

**7. CONTRACT AMOUNT – EXHIBIT C Per-Inch Fee Schedule**

As compensation for Contractor's services, the Contractor will be paid according to the Contractor's proposal, as outlined in the Per-Inch Fee Schedule for the services included within the scope of work or called for by the Contract Documents. ~~This is a five year contract with inches of snow capped at 435 inches over the five year term with no more than 87 inches paid in one winter season year in accordance with Exhibit C Per-Inch Payment Schedule;~~ inches of 79 inches and over being paid at a reduced rate per inch of \$1,500 as outlined Exhibit C Per-Inch Payment Schedule. ~~Any snow removal exceeding 87 inches in any one year will be paid in a subsequent year in which there was less than 87 inches subject to appropriations by the Town Meeting sufficient to support this contract.~~

An increase in the per inch rate will be applied for those contract years noted below, in accordance with the Consumer Price Index (CPI) for the southern New Hampshire area.

Contract Year 2 - 2015/2016 WINTER SEASON Previous Season Per Inch Price + CPI  
Contract Year 3 - 2016/2017 WINTER SEASON Previous Season Per Inch Price + CPI  
Contract Year 4 - 2017/2018 WINTER SEASON Previous Season Per Inch Price + CPI  
Contract Year 5 - 2018/2019 WINTER SEASON Previous Season Per Inch Price + CPI

The Board also determined that those inches (outlined in the Per Inch Fee Schedule) greater than the scheduled maximum 87 inches are to be paid at a rate of \$1,500 per inch.

Another revision to the agreement was made as follows:

**10. SIGNIFICANT WINTER EVENT**

In the event of a significant winter storm, where a more than normal amount of trees fall on town roads, the Town will ~~be responsible for~~ *assist with* the removal of trees. It is expected that the Contractor's equipment drivers will push fallen trees (of a size that can be managed by the snow plow equipment) that may fall onto the roadway to the side of the road. In the instance of a fallen tree(s) of a greater size, the Contractor is to inform the Road Agent.

Agreement item number VI. INSURANCE SPECIFICATIONS, specifically, INSURANCE COVERAGE AND LIMITS REQUIRED was revised to include limits of \$1 million/\$2 million for a total of \$3 million available coverage. The Board had received opinion from Town

**DRAFT**

Counsel to have a \$5 million limit and the Town's insurance carrier, PRIMEX, provided input regarding limits of \$1 million/\$2 million.

J. Ziolkowski of Environmental Landscape Management joined the meeting at this time. J. Ziolkowski was reminded that he is responsible for submitting a number of items needed for use as agreement exhibits and that they are needed as soon as possible so that the agreement can be put in a form for signature at the Selectmen's meeting of September 17.

The Board again discussed the matter of response time with J. Ziolkowski again emphasizing the need for no greater than an approximate 15 minute response time. Discussion took place with regard to utilizing the Town garage to house the sanding vehicle, keeping a heater working to prevent freezing, if weather conditions require. J. Ziolkowski expressed concerns with keeping the garage heated. D. Robinson stated that an electric heater in the area of the mechanical portion of the spreader is all that is needed. L. M. Smith informed J. Ziolkowski that should there be a concern with response times over 15 minutes, that the Board would revisit this matter. J. Ziolkowski stated that salt/sand barrels will be placed in the area of Cock Hill at the beginning of the winter season.

Discussion also took place with regard to pretreating the roads. J. Ziolkowski explained that the product he uses is applied, allowed to dry and is used as an activator of the road salt. Areas such as Cock Hill are pretreated as temperatures require. Pretreatment does not work in all conditions.

The Board asked J. Ziolkowski if he was acceptable of the changes made to the draft agreement. J. Ziolkowski stated he was okay with the changes. L. M. Smith specifically noted that there will be no payment for services in a year other than the budgeted year. He also noted that on average 71 inches of snow was reported for the last 18 years; the contract allows for 87 inches, a 24% increase of inches over the average. The Board agreed to budget \$10,000 contingency annually for winter road maintenance services to address the potential of a higher than average snow year and reiterated that inches of snow over 78 inches are paid at a reduced rate of \$1,500. J. Ziolkowski restated that he understood the changes.

The meeting adjourned at 10:30 a.m.