

APPROVED 04/19/2010

The meeting was called to order at 6:05 pm in the main floor of the Town Hall. Present were Mark Pitkin, Road Agent, Greta St.Germain Selectman's Rep, Leon Holmes Jr, and Steve Harms.

Minutes of the March 29, 2010 meeting were distributed. Holmes made a motion to accept, Harms seconded and all approved as written.

Copies of a first Draft of Snow Plowing and a Salt /Spreader Agreements were distributed for all to read.

Discussion began with discussion of insurance quotes obtained.

Holmes stated that he had inquired with another contractor on the overall cost to carry a 1 million dollar liability Policy with Allstate Insurance which was 930.00. It was discovered by Holmes that these contractors' policy premiums were substantially less than his current premium of 1070.00 for a 500k Liability Policy.

He will contact the same Allstate Insurance Agent for a quote and report back to the Committee with his findings at the next scheduled meeting.

St.Germain stated she had received quotes from her Insurance agent Tobey & Merrill, Hampton, NH and although there were many variables such as drivers record, equipment coverage, etc. to consider when quotes are made, the finding was that a one million dollar policy could range anywhere from 1,000 to 2,000 dollars annually.

Additionally she stated that the cost to upgrade from a 500k liability to a One Million Dollar Policy could run from \$200.00 to \$300.00 to increase coverage. All Committee members agreed that was minimal monies for better coverage.

The Committee again confirmed the requirement for contractors to carry their own Workers Compensation Insurance with the only exclusion to be that of a Legal Partnership as prescribed by law.

The Committee then reviewed the Agreements that had been drafted by the Town Administrator and modeled after the Town of Hampstead.

An amendment was made by Pitkin from \$500.00 to \$520.00 for the monthly guarantee based on an hourly rate of \$65.00 for 8 hours of work with no carryover. Pitkin stated that he did not wish this to be carried over from month to month as it allowed the contractors a small incentive to prepare their trucks to be ready for uncertain weather beginning November 1, regardless of the hours worked.

Additionally the Committee agreed that an amendment should be inserted as stated in the Hampstead Agreement that states the Contractor shall carry the Towns required Liability limits as well as Workers Compensation Insurance in an amount prescribed by law. With no further changes the Committee moved onto discuss the Snow Removal and Plowing Agreement.

Item 2 was amended by removing salting services.

Item 4 was deleted in its entirety.

Item 5 was amended for the Contractors to submit an invoice to the Road Agent on a weekly basis rather than after each storm.

Attachment A

Pitkin removed the first two sentences referring to sign-in and stated that the time will be recorded from the point he calls the drivers out, rather than requiring people to punch in at the Highway shed which may be across Town and off the drivers beginning route. He stated this had not been effective or efficient in his experience with his own business.

Breakdown Provision: Deleted completely as the Committee felt it to restrictive

Maintenance time: Deleted completely.

Plow Frames: amended to state for contracted One Ton and Pick-up Trucks. Additional discussion relating to the 6 wheel trucks, Holmes stated that he and his father had installed their own plow frames; however the Town had paid to install the frame on Guerwood's truck. The question arose to what the case would be moving forward for future 6 wheel trucks that plow for the Town.

Holmes will call H P Fairfield in Concord to get the cost of a frame set up and installation on 6 wheel trucks as an estimate for future reference.

Cutting Edges: Provided for Town Equipment only. The Town owns 3 Front Plows, 3 wing plows and one 9' plow on the Town's one ton truck.

Contract Rates: \$65.00 per hour on 6 Wheel Truck with sander and Plow, \$60.00 per hour for one tons and Pick-up trucks.

Discussion moved towards backhoe rates. Pitkin stated that he had reduced his rates and had provided a price list of his equipment to the Town. St.Germain stated that she had not seen this list. Pitkin will provide the list to the Committee as well as a copy to the Board of Selectmen at their next meeting for review.

St.Germain questioned specific routes assigned to drivers throughout the Town. Pitkin will provide general route assignment for review as well. The Committee agreed that this should be public knowledge for liability issues that may arise, the Committee went on to discuss mailbox damage and who would be liable.

Holmes stated that he believed former Road Agent Guerwood Holmes had paid to repair some such in the past though believes the Town has a current policy in place regarding this issue. St.Germain will speak with the Town Administrator to see if that is a policy currently in place.

Additionally the Committee questioned if the Town has a general liability policy that covers all hired contractors as a secondary and back up insurance and what would be the overall coverage.

Holmes spoke of the current work done at the Highway shed and mentioned the water tank that was used to wash the spreaders and is scheduled to power wash the Building, he stated that there has never been water at this site. There was further discussion of the clean up plans for that area.

St.Germain stated that she would meet with Heidi to review the amendments in an attempt to produce new Agreements for the next scheduled Highway Study Committee Meeting, once reviewed by the Committee the documents could then move on to the Board of Selectmen for final review an approval.

With a small window of time left to the meeting St.Germain asked the Committee for their opinion on appointing a Road Agent as opposed to electing. Pitkin strongly opposed such and felt the Towns people should have the right to decide who they want to serve, he went onto to say that he also feels it should be for a 3 year period so that the Road Agent could have some sort plan for improvements and projects, he asked if this could be a Selectmen's warrant Article or a Petitioned article. All Committee members shared their views concerning this question and unanimously agreed that the term should be extended to 3 years.

The Committee members continued to discuss the lack of funds in the current 2010 budget to properly repair the road conditions throughout the Town.

Holmes will continue to work on measuring the road mileage for the Town of Fremont, and will report back to the Committee with the results of his insurance liability inquiries.

With no further discussion for the evening the Highway Study Committee adjourned at 8:00 pm.

The Committee will meet again on April 19, 2010 at 6:00 pm.

Respectfully submitted,

Greta St.Germain
Committee Member and Selectmen's Representative