

WORK SESSION
DRAFT

PRESENT: L. M. Smith, Chairman; E. B. Beattie, Vice Chairman; L. Gargiulo, Selectman;
L. A. Ruest, Town Administrator

WINTER ROAD MAINTENANCE AGREEMENT (EXPIRED): The Board conducted a page by page review of this expired agreement providing input, clarifying wording and amending terms and requirements resulting in changes to:

- Identify minimum equipment and vehicle requirements.
- Ensure all bidders are clear on the terms in order to prevent a need for a second round of bidding to confirm expectations.
- New Agreement to be addressed as a three-year term with option to renew for another three years, with pricing pursuant to the current agreement (the Board agreed that a five-year agreement is too long a term for various reasons).
- The sections “Termination for Default” and “Termination for the Convenience of the Town” are to be reviewed by counsel to ensure specifics with regard to ability to terminate within 30 days.
- Add wording to the Agreement that states “The Town/Board of Selectmen should not be forced to accept the low bid and that the Board has the ability to choose the best option for the Town regardless of price.
- Strengthen the wording that requires contractor’s drivers’ information to be submitted to the Town at all times during the term of the agreement; at the start of each winter season as well as changes during the winter season.
- The Board considered options with regard to pricing the contract and determined to bid on a per-inch payment schedule.
- In the spirit of fairness and transparency, the Board agreed to have both the contractor and the Town subscribe to a weather reporting service for certified snow totals for use in averaging the reported number of inches of snow for billing purposes.
- Referring to Page 3, 16. LIABILITY, the Board asked that a statement be added to indicate “final decision of any dispute regarding damages rests with the Board of Selectmen. The Road Agent is to work with the Contractor to resolve, and, if needed, report of disputes regarding damages is to be made to the Town Administrator to bring the matter to the attention of Board of Selectmen.” This will allow for timely resolution of issue(s) before the monthly report before the Board.
- Discussion took place with regard to sand and salt materials. It was confirmed that the Town pays for these materials for use by the contractor. The Board asked that language be added to the Agreement to ensure that the contractor is not to remove sand or salt outside the limits of the Town and that these materials are for **municipal** use within Hampton Falls only (school district being separate from municipal)
- Language is to be added with regard to contractors being Green Sno Pro certified.
- Question was raised as to liability associated with allowing contractor(s) to store vehicles and equipment on Town property in conjunction with the availability of contractor(s) to use the Town garage. It was determined that there is a benefit to having dedicated contractor vehicles on site and available within the Town. Agreement terms need to address the matters of oil or other fluid spills and the environmental impact. The Town’s

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insurance company, PRIMEX, will be contacted for appropriate language to include in the Agreement to ensure indemnification from environmental impacts in this regard (environmental rider). Storage of fuel shall not be kept on Town property.

AGREEMENT SPECIFICATIONS - SCOPE OF WORK

- The Board discussed the matter of timing of beginning snow removal or icing treatment services based on previous reports of there being six inches of snow on the roadway before plowing began. It was noted that the liability in this regard rests with the contractor as the contractor is responsible to maintain roads in a safe condition. Suggestion was made to include wording that would state something to the effect of “at no time is snow accumulation to exceed (#) of inches.” The matter of “safe and passable” was found to be speculative depending on the type of motor vehicle a person is driving. Town Counsel will be asked to assist with drafting language for Section II. PERFORMANCE REQUIREMENTS, number 1. Members of the public noted that contracts for parking lots and NH DOT procedures use two inches. The Board agreed to use two inches as well (Snow removal and/or road treatment will begin no later than when two inches of snow has accumulated or the contractor...).
- Referring to Section II. PERFORMANCE REQUIREMENTS, number 2, the Board requested that a statement be added to ensure that all government buildings receive services to allow accessibility seven days per week regardless of normal business hours.
- Section II. PERFORMANCE REQUIREMENTS, number 4, was revised to add the wording “and may require removal to an appropriate area (hauling away).”
- Section II. PERFORMANCE REQUIREMENTS, *add* number 11 to state: Any road salt or sand shall be used for **municipal** roads and **municipal** government buildings parking lots within Hampton Falls only and is not to be transported out of Town (school district being separate from municipal). The Chairman of the Board of Selectmen and Town Administrator are authorized to make decisions with regard to usage should an emergency or mutual aid need arise.
- The changes made to Page 3, 16. LIABILITY is to be restated in Section IV. ADDITIONAL REQUIREMENTS, number 4.
- Referring to V. REQUIREMENTS, the Board stated that contractors are encouraged to use best business practices to use the minimum road salt needed and to become Green Sno Pro certified by the second year of a multi-term contract.
- INSURANCE COVERAGES AND LIMITS REQUIRED: This section is to be reviewed to determine that coverage limits are appropriate. The Board discussed requiring a \$3 million dollar umbrella policy over and above the coverage and limits of general liability insurance. The Town Administrator will follow-up with PRIMEX and town counsel.
- Corporate Filing Forms are to be submitted annually before a contract is renewed.

WINTER ROAD MAINTENANCE SERVICES REQUESTS FOR PROPOSALS (DRAFT SAMPLE): The Board acknowledged that this draft document will need to be revised to bring its wording up to current expectations. In addition, all of the above matters will be incorporated into the RFP. Other matters raised included:

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- Updating the dates throughout.
- Removing option of bidding for other than per inch schedule and payment.
- Adding a statement that “The Board of Selectmen reserves the right to not accept the lowest bid.”
- Plowing operations will begin such that at no time is there a depth of two (2) or more inches on any road before it is plowed.
- Replace term “safe and drivable” with “safe and passable.”
- Revise “Parking Areas” and “Buildings” sections to add “shoveling.”
- It was confirmed that “Unless expressly agreed in writing by the Town, the contractor will not be allowed to sub-contract any portion of this Contract. All personnel used must be employees of the Contractor.”
- Page 4, VI. SNOW PLOW EQUIPMENT, add statement that “A list of vehicles and equipment dedicated to Hampton Falls shall be provided annually.”
- Add to Section VII. GENERAL REQUIREMENTS, new #7, that “The contractor is to provide annually, and at time of change of employee, a list of drivers, copies of drivers licenses as well as type of licensing to the Town.” (renumber 7 to read 8).
- References to forms, appendixes, etc. will be verified.
- The statement added to Section VII. GENERAL REQUIREMENTS will be repeated in IX. ADDITIONAL REQUIREMENTS, number 4.
- Retainage is to be changed from 5% to 2%.
- Insurance requirements are to be updated as needed.
- A statement will be added to XV. SELECTION PROCESS to indicate that “Bid will not be awarded at time of opening, however, will be taken under advisement.”
- Form B – Bid Response Form is not to be included in the 2019 RFP.
- A statement will be added to the RFP to address the minimum expectation of vehicles and equipment needs. The expectation of the Board of Selectmen is that the contractor will provide a sufficient number of pieces of equipment to maintain Town roads as well as a front end loader for loading road salt and/or sand.
- The Board confirmed that it is its expectation that snow will be plowed off road pavement. Historically, the expectation is that the contractor will plow with the blade six inches off the edge of pavement, as allowable.

L. Ruest will revise the documents for forwarding to town counsel.

WINTER ROAD MAINTENANCE PAYMENT SCHEDULE AND BUDGET: The Board acknowledged the manner in which payments are made and funds are budgeted for winter road maintenance services.

2014-2019 REPORTS OF CONCERNS/DAMAGES: The Board considered matters outlined in these reports in its review of agreement and RFP terms.

WINTER ROAD MAINTENANCE SERVICES GOVERNMENT BUILDINGS: The Board acknowledged information received from the Library Trustees with regard to areas

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needing to be cleared of snow, the timing to do so and the use of salt. These items will be added to the Service Areas listing.

DEFAULT BUDGET DEMONSTRATION TO BOS RE: LINKS: The Board stepped away from the meeting room to meet in the Town Administrator's office for a demonstration of how budget numbers are updated within the software. Following the demonstration, Chairman Smith reconvened the meeting and restated that the procedures to create and approve the default budget will be changed, separated from the budget process and improved going forward. S. Volpone restated his position with regard to the change in numbers emphasizing that he feels it is not a software issue. L. Gargiulo reported on his research of issues relating to software programs such as Excel noting that they can be error prone.

OTHER BUSINESS:

Toppan Conservation Easement Update: The Board discussed the draft agreement as well as proposed amendments for ultimate review by Town Counsel. The Board emphasized that the Town commitment is to be up to, but no greater than, \$375,000. These funds are to be held in the Town Conservation Fund, not an escrow fund separate from the Town. The Board also confirmed the permitted and prohibited uses of the land once conserved; hunting is not prohibited due to funding reasons.

MOTION: To send the draft conservation easement document to Town Counsel for review and input and to add this matter to the June 19 Selectmen's meeting agenda.

MOTION: E. BEATTIE

SECOND: L. SMITH

UNANIMOUS

In addition, the Board discussed whether there is a mechanism to allow and receive individual private donations to the Town for this project. Counsel will be asked to speak to this.

Creighton Tree: The Board reconsidered the removal of the Creighton tree at this time given that a parking lot is not planned for 2019. Following discussion, it was agreed to ask the Road Agent to change the work planned for the Creighton tree from complete removal to leaving the tree standing, with removal of dead/dying limbs only.

Map 2, Lot 76, Exeter Road: The Town Administrator informed the Board that the property owner's representative has contacted her to reestablish discussion of the Town purchasing a portion of this parcel that abuts the Town Hall and Public Safety Building.

MOTION: To authorize the Town Administrator to pursue contact with the property owner representative of Map 2, Lot 76 to determine what's needed to begin discussion.

MOTION: E. BEATTIE

SECOND: L. GARGIULO

UNANIMOUS

Paving Proposal – Drinkwater Road Culvert:

MOTION: To approve the proposal for pavement improvements to the area of the Drinkwater Road culvert as presented by Bell & Flynn, LLC, in the amount of \$5,525.

MOTION: L. SMITH
SECOND: E. BEATTIE
UNANIMOUS

Winnacunnet High School Class of 2019 (Hampton Falls Graduates): The Board signed letters of congratulations to Hampton Falls graduates named top students in the Class of 2019.

Follow-Up to Municipal Officials Training: Chairman Smith reviewed a number of matters learned at this training with the Board. He suggested that the Town’s Selectboard policy be amended to include the requirement that Selectmen participate in this training in advance of being elected Chairman of the Board.

MOTION: To adjourn the work session at 11: 50 a.m.

MOTION: E. BEATTIE
SECOND: L. GARGIULO
UNANIMOUS