

APPROVED 05/03/2010

The meeting was called to order at 6:10 pm in the main floor of the Fremont Town Hall. Present were Road Agent Mark Pitkin, Selectmen’s Representative Greta St Germain, Leon Holmes Jr, Steve Harms, Jack Downing, and Town Administrator Heidi Carlson.

Minutes of the April 5, 2010 meeting were reviewed by all.

St Germain moved to accept the minutes of 05 April 2010. Pitkin seconded and the vote was approved.

There was general discussion about insurance requirements and additional data gathered by Committee members regarding the cost of policies.

Copies of updated drafts of the Snow Removal and Plowing Agreement and Salt /Spreader Agreement were distributed for all to read. It was clarified that all contractors would sign the Snow Removal and Plowing Agreement; and the salt and spreader vendors would also sign the Salt/Spreader Agreement.

After review, Pitkin moved to accept the draft of the Salt/Spreader Agreement 2010 as amended from Committee discussions on April 5th (orange) and send it on to the Selectmen, pending receipt of the updated insurance requirements as gathered from the Town’s Liability insurance carrier (NH LGC). Harms seconded and the vote was approved 4-0-1 with Holmes abstaining from the vote.

Committee members then moved to a review of the updated Snow Removal and Plowing Agreement (yellow) as amended from the April 5th meeting. Each item was reviewed and discussed with the following changes:

- * Introductory paragraph: Contract dates November 1 to March 31.
- * Paragraph 3: information sheet is page 6 of the Contract.
- * Paragraph 4: Contractor to submit information needed (dates and hours of work) to the Road Agent on the billing forms provided by the Town.
- * Paragraph 5: “for just cause” to be added to the end of the sentence.
- * Paragraph 11: Updated with information from the Town’s insurance carrier on type and amount of coverage. This will be duplicated on the Salt/Spreader Agreement verbatim.

Attachment A changes:

Snow Plowing: Remove item d.

Damage: Change Highway Department to “Road Agent.”

Fuel: Remove the sentence about it not being available at the Highway Shed.

Plow Frames: The Town does not provide plow frames for one ton and pick-up trucks. Section added to detail that any six wheel contractor who provides and maintains all of their own equipment may be paid at a different rate.

This led to lengthy discussion about the current status of the three salt/spreader trucks contracted with the Town. This includes vehicles owned by Leon Holmes Jr, Leon Holmes Sr, and Steve Chase (formerly owned by Guerwood Holmes). Holmes Jr and Holmes Sr purchased their trucks with the plow frame set-ups included on them. They were later adjusted to fit the plows owned by

the Town; which are the only plows used on the two trucks. The setup on the truck formerly owned by Guerwood Holmes is owned by the Town. The Selectmen have discussed over the past few months, as Guerwood Holmes was preparing to leave office, the cost to remove that equipment and whether it had any residual value.

Pricing presented this evening by Holmes Jr indicates that it could cost as much as \$4,100 to remove or install all of that equipment. There are differing ideas about the age of that equipment and whether it has value once removed from the truck it was set up on, and if it is worth re-installing (or if technology has changed) on another vehicle (and whether it would go on a newer vehicle, etc).

This was discussed at length by the Committee as the Contractor is taking a risk in the fact that they own a portion of the equipment needed to run the Town's equipment, and where do you draw that line. Holmes Jr said that in the nine years since having this current vehicle that the most he had done was replace hoses. Pitkin said that if a pump goes, it could be thousands of dollars to replace, and how does one discern what is the Town's responsibility and what is the Contractor's responsibility.

There was discussion about how this would change if the Town owned more of the equipment, and how it would be done differently in the future. In general, it was agreed that the frames and the plows; sanders and all hydraulics, should belong to the same person. There was discussion about how the State and other towns handle this situation. Harms explained the way it works in Hampstead.

Pitkin felt that any contractor responsible for the plow frames and all hydraulics which are hooked up to Town plows and sanders is taking a big risk, and should be paid at a higher rate than for a truck where the Town owns the frame, and all hydraulics.

There was discussion about documenting the Town's current practice, as well as how to allow for future changes within the Agreements being drafted now.

Attachment A changes continued:

Contract Rates: Updated to show pick-up truck with nine foot front plow.

Attachment B: Will be left as a separate page, typos corrected.

With regard to insurance coverage, it was decided to get information from the Town's insurance carrier about how it should be worded and what the limits of coverage should be. This information will be added to both agreements in the same language.

Selectmen and Contractor signature blocks will be added to both Agreements. Pitkin felt the Contract should be signed by the Selectmen. He said the Road Agent should bring them forward; and the Selectmen should sign them.

There was lengthy discussion about the added costs to set up a new truck. Holmes Jr had obtained pricing from H P Fairfield to include just setting up plow frames, sanders and the associated hydraulics (estimate \$4,125).

Further estimates on the information from H P Fairfield included the cost of a cab, chassis and dump body being \$115,600. It was estimated that that would increase to nearly \$150,000 with a sander, plow and wing setups, and the necessary hydraulics.

Carlson's recollection was that the last sander purchased by the Town was approximately \$12,000.

The H P Fairfield estimate to furnish and install the plow frames (front hitch, drag wing box, all hydraulics and sander valve) is \$14,155 without any of the actual plows or sander unit.

Once all of the updates are made, final revisions to both Agreements will be brought back to the Committee at the next meeting for a final review. Following that, they will be forwarded to the Selectmen for review.

In follow-up to the last meeting, Carlson had drafted a Mailbox Policy, using another town as a sample. This was distributed (blue) for review by all. There was some discussion, and a reference from "A Hard Road to Travel" will be obtained. This will be back at the next meeting and all were encouraged to bring additional comments or recommended changes.

In looking for a Mailbox Policy, Carlson had also located a Salt and Sand at the Town Highway Garage Policy (pink) sample. A similar draft had been prepared for Fremont. Holmes said that they have a sign posted outside the gate outlining the "rules" about taking sand from the pile. He will bring that verbiage to the next meeting so that the same information can be included in the Policy. This will be back at the next meeting as well, and all were asked to review and bring back comments and any changes.

Returning to the costs of equipment and setup, Harms said the 2010 state bid price for an F350 set up like the Town's one ton, is \$45,287. This quote came from Grappone Ford.

There was discussion about getting information and the documentation to the voters to understand the Town's growing needs for roads. There was discussion about getting information out to the public.

Pitkin will provide general route information as well. This will be worked on by the Committee to formulate a list onto a map of the Town. The routes will be referenced in weekly invoicing submittal only if there is a change for some reason. Otherwise it is understood that the routes will be done by drivers on a regular basis.

The Committee members continued to discuss the lack of funds in the current 2010 budget to properly repair the road conditions throughout the Town. There is a keen awareness of future budget planning for capital purchases which must also take place.

Holmes asked about the role of the Committee in reviewing and formulating a site plan for the Highway Shed. St Germain said the building was on the list of Committee tasks. Carlson added that this Committee and the time they can spend is a good way to make a plan for the future, and bring that information and detail back to the Selectmen.

Pitkin said he would rather work first with the Committee on a plan moving forward before a great deal of his time is spent meeting with contractors and formulating the needs to be included in a proposal.

Holmes and Carlson are working on a spreadsheet for measuring the road mileage for the Town of Fremont. Additional information will be reported back as this progresses.

The Committee set the following meeting dates: Mondays May 3 and 17; June 7 and 21, 2010 at 6:00 pm at the Town Hall.

With no further discussion for the evening the Highway Study Committee adjourned at 7:55 pm as the Energy Committee came in to use the meeting room.

Respectfully submitted,

Heidi Carlson
Town Administrator