

SUNAPEE BOARD OF SELECTMEN
MEETING

6:30 PM Town Office Meeting Room
Monday, April 6, 2020

Present: Chairman Josh Trow, Selectman John Augustine, Selectman Fred Gallup,
Selectman Shane Hastings and Donna Nashawaty, Town Manager.
Present by Video: Vice-Chairman Suzanne Gottling

REVIEW OF ITEMS FOR SIGNATURE:

MOTION TO APPROVE THE FOLLOWING CZC's:

Parcel ID:0114-0001-0000 O Sunny Lane, LLC, 63 Cary Farm Road

Parcel ID:0146-0047-0000 354 Bay Point Road, Bromley 2013 Trust

Parcel ID:0238-0023-0000 137 Nutting Road, Bruce & Linda Herd

Parcel ID:0149-0027-0000 Route 103, Kathleen Bouwkamp Living Trust

Parcel ID:0136-0018-0000 314 Lake Ave., James D. Shinn

BUILDING PERMIT AGREE FOR PROPERTY ABUTTING A CLASS 6 ROAD:

Parcel ID:0114-0001-0001 O Sunny Lane, LLC, 63 Cary Farm Road

BY SELECTMAN Gallup, SECONDED BY SELECTMAN Hastings.

Roll Call Unanimous.

MOTION TO APPROVE THE FOLLOWING AFTER THE FACT:

Parcel ID:0136-0018-0000 314 Lake Ave., James D. Shinn

by Selectman Hastings seconded by Selectman Gallup. Roll Call Unanimous.

SELECTMEN ACTION

•CIP (Capital Improvement Program) Committee Follow-up

The Board received an email message from Chris White, Chairman of the CIP committee explaining why the committee did not get a lot done and that due to his work schedule will be resigning from the committee. Vice-Chairman Gottling asked if the Board wanted to continue with this committee. Selectman Augustine stated that the town voted to have the committee, so there is no choice of not having the committee, but asked how many people were on the committee. Donna Nashawaty replied there were 3 members of the public, Kevin Cooney and 2 vacancies, 1 Planning and 1 Selectmen representative and an advisory member, which was the Finance Director. Donna Nashawaty will put an email message on the website for 2 additional members. The Board asked the Town Manager to send a letter of thanks to Chris White for his service and ask if he has any reports and documents, he could pass on to the committee.

•Jobs Creek Road Bridge-Motion to Spend the Bridges Capital Reserve

Scott Hazelton said that after the Bradford Road Bridge was completed, we discussed having the same team reconstruct the Jobs Creek Bridge because they were very similar. Scott Hazelton submitted a memorandum detailing the 2 Project Procurement Methods that have been used by the Highway Department. The memorandum is attached.

Motion to spend the money from the Bridges Capital Reserve Fund in the amount of \$208,742 and to authorize the contract from Hansen Bridge and HEB Engineers by Selectman Augustine seconded by Selectman Gallup. Roll Call Unanimous.

•Used Equipment Capital Reserve Fund - Authorization to Purchase Used Chipper
Scott Hazelton said that the Highway Department currently has a Bandit JDC 100 Wood Chipper that in the last 3 years has had major repairs but continues to run poorly. Last fall the Highway Department field tested 2 used different chippers both of which were comparable and slightly larger in size to our existing chipper. The department received a written quote from Morbark of \$37,000, which will include our chipper as a trade-in and a verbal quote from Bandit of \$37,200. The department selected the Morbark chipper because it appears to be constructed better and was much more rugged than the Bandit. Scott Hazelton is seeking authorization to purchase the used Morbark "E" Beaver 1415 Chipper from the Used Equipment Capital Reserve Fund. **Motion to authorize the Highway Director to purchase the used Morbark "E" Beaver 1415 Chipper in the amount of \$37,000 with money coming from the Used Equipment Capital Reserve Fund by Selectman Gallup, seconded by Selectman Hastings. Roll Call Unanimous.**

CHAIRMAN'S REPORT

•Selectman Gallup said he already knows the answer to his question, but will continue to ask this question, but feels there needs to be a discussion to consider when the town is going to start to reopen things. He's not one to cower in the corner and is not trying to minimize the situation the country is in but feels it has been blown out of proportion to a certain extent. Selectman Gallup feels this is something that needs to be kept on the front burner and as soon as the town possibly can the Library and Town Office Lobby need to open back up and the Transfer Station needs to be back to the point where people can come and go as they used too. Selectman Gallup understands there are many things you can do online, but there are some people left in the world that aren't as technology savvy or that interested in being that savvy. Selectman Gallup will wait until the next meeting to bring the subject up again. Donna Nashawaty replied that she hears what Selectman Gallup is saying and that this is not fun for anyone and it takes a lot of effort and time to try and keep the services rolling. Part of the whole concept of the Governor's order not gathering in public places. The Library is a good example of being a gathering place. If school is closed the Library could not be opened. Selectman Gallup said he was not condemning the steps that have been taken, he's not happy with them, but understands that they are necessary. Donna Nashawaty said the town's emergency service people, which include herself, Chief Cahill, Scott Hazelton, Howard Sargent, Chief John Galloway and Mindy Atwood participate in emergency management calls from Homeland Security on Monday, Wednesday and Friday. Donna Nashawaty sits in on a phone call discussion regarding legal issues on Tuesday and Thursdays. Selectman Gallup said he feels more comfortable on a local level with the information they're receiving than on a national level. He feels there's a lot of hype in the media and they portray things as bad as they could possibly be. Selectman Gallup is perfectly willing to accept the protocol that has been put in place, but he's very adamant that the town be the first ones to shake off the scare thing and get back to business. Donna Nashawaty stated the town is following the CDC guidelines and then the Governor presented the order of not more than 10 in a building, so the town had to become creative and figure out a way to still offer the services without direct contact.

Selectman Gallup said his concern is that he doesn't want to diminish it at all, but he feels we can't allow this to consume us forever.

Vice-Chairman Gottling replied that she didn't think anyone disagreed with Selectman Gallup and feels it's tough on everybody. Selectman Augustine asked the Town Manager to comment on the moral of the employees. Donna Nashawaty replied she didn't have a sense of what the moral of the employees was but thinks everyone is scared because of what is going on. Donna Nashawaty said the Board of Selectmen's are still meeting every 2 weeks so we will have to see where things are in 2 weeks. Selectman Augustine asked what the productivity level was with the employees. Donna Nashawaty replied with some examples of how the work was being done in the different departments.

- Selectman Augustine said it did get a comment regarding the different formats coming out with the Town Website News and Announcements. Donna Nashawaty said it was a technical issue, but she does not like the multiply clicking. She is aware of it and is trying to get it fixed.

- Selectman Augustine had another comment regarding not being able to pay their property taxes by July 1st because of the health situation or the economic impact too. He feels this area could be hit as hard as any even not more so given how many people are employed in tourism and hospitality. Did he see something from the Governor that each town will make its own decision about late payments? Donna Nashawaty replied that for right now RSA 76:13 states that interest should be charged on all taxes not paid within 30 days of billing, but RSA 76:16.I-A grants authority to Selectmen or Assessors, for good cause shown the ability to abate any taxes, including any portion of interest on such a tax. There was much concern and differing opinions on the application authority, so the Governor came out and said that ability to abate the interest could be levied by each Board of Selectmen. The problem is they didn't specific what interest they were talking about. There is a 9am conference call on Thursday to go through what it means, then you can go back to your appropriate Boards and say what is it you want to do. Donna Nashawaty said tax bills will be going out around May 15th, are due July 1st and interest starts accruing after July 1st. The interest rate is 8%. Donna Nashawaty said after this Thursday there should be a definition of what it is the towns can do. After some discussion, Donna Nashawaty will have an update at the next meeting.

TOWN MANAGER REPORTS

- Chief Assessor- Kris McAllister

Donna Nashawaty reported an agreement had been reached between the Tri-Town Assessing Board and Kris McAllister, Assistant Assessor to become the new Chief Assessor. Selectman Augustine asked if there was a search being done to fill the position of Assistant Assessor. Donna Nashawaty replied not at this time. She stated that Kris McAllister is reviewing the current job description to see if it is accurate and feels there is enough work to be done to get ready for the first issue tax bill without the worry of training someone. Selectman Augustine said in general that department has 2 full-time people, so for some period there will only be 1 full-time person. Donna Nashawaty said she might use some contract staff if needed, but right now she needs to get her feet on the ground and see where she's at. Selectman Augustine asked if the town-wide reassessment was going forward as planned. After some discussion Donna Nashawaty replied yes, the reassessment will be done this year.

- Town Services Update

Donna Nashawaty said things are running the same as she had reported to them in an Earlier written report.

- COVID-19 Related to Municipal Items in Emergency Orders

The Board received the COVID-19 Related to Municipal Items in Emergency Orders from the Town Manager.

- Revenue and Expenditure Monthly Reports

The Board received a newly formatted Revenue Report and the Expenditure Report through March.

- Items for Future Meetings

- Contract with Appleseed Cruises LLC

- Health Insurance Premiums/Comparison Info

- Public Meetings-Future

Donna Nashawaty said a rate needs to be set for 2020 on the boats. She will bring the insurance premium comparisons to the next meeting. The Board of Selectmen will still meet every 2 weeks, Conservation Commission might have a virtual meeting to pay some bills. All the other Boards and Committees have suspended their meetings for April.

Meeting Adjourned 8:17PM

Respectfully Submitted by,

Barbara Vaughn

Administrative Assistant

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday, April 06, 2020

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

Parcel ID:0114-0001-0000 O Sunny Lane, LLC, 63 Cary Farm Road

BUILDING PERMIT AGREE FOR PROPERTY ABUTTING A CLASS 6 ROAD:

Parcel ID:0114-0001-0001 O Sunny Lane, LLC, 63 Cary Farm Road

2. APPOINTMENTS

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- CIP (Capital Improvement Program) Committee Follow-up
- Jobs Creek Road Bridge-Motion to Spend the Bridges Capital Reserve
- Used Equipment Capital Reserve Fund - Authorization to Purchase Used Chipper

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

- Chief Assessor- Kris McAllister
- Town Services Update
- COVID-19 Related to Municipal Items in Emergency Orders
- Revenue and Expenditure Monthly Reports
- Items for Future Meetings
 - Contract with Appleseed Cruises LLC
 - Health Insurance Premiums/Comparison Info
 - Public Meetings-Future

7. UPCOMING MEETINGS:

All Meetings are temporarily suspended at this time.

Barbara Vaughn

From: Chris White <cwhite158@gmail.com>
Sent: Tuesday, March 24, 2020 9:06 PM
To: Barbara Vaughn
Subject: Re: CIP Committee

Hello,

I am sorry to say that the CIP committee has not had a meeting in 2020. There are several reasons for this. The CIP got off to a rough start two years ago with certain parties becoming overly aggressive with department heads and not fully comprehending the scope of our charge. As an individual very green in local politics, I will take some responsibility for this despite many attempts to keep meetings productive. I tried to redirect the efforts to ensure proper interactions during meetings, but the reputation of the committee had already been branded polarizing many of those who we were intended to work with. Some departments would not sit with the committee and instead only submitted brief letters outlining department performance making it difficult to access needed statistics. Last year with the reorganization of the committee we were provided nearly all new members resolving some interpersonal concerns, but also prompting the need to reboot our process with the aim of generating a written plan. Despite my efforts to catch new members up to speed, we still required further specific information from department heads regarding future project expenses and cost benefit analysis. It is logical to assume that the previous negative meeting sessions made it difficult to communicate with these individuals to obtain the required data. After mentioning the months of delay to a member of the select board in passing, the department heads reached out immediately to provide the needed information likely from his urging. My workload at the office changed significantly prior to the beginning of the new year limiting my availability. Although I began to formulate a CIP plan on my own time, I came to the realization that the committee recommendations in my notes had been voted on by the prior session, therefore were no longer accurate given the new composition of the group. The need to recreate all prior meetings and vote on each proposed departmental expense again was too significant for me to pursue given my current obligations. I had the best intentions when joining the committee, but unfortunately the results were not what I had anticipated. I am truly sorry that I fell short as the Chair of the committee. My term is up this month and I will not be returning for the upcoming session. I apologize for the position that this puts the committee in, but my family and career will not allow me adequate time to devote to the project. Thank you to those who assisted me and provided guidance. Please let me know if I can be of further assistance during the transition.

Chris White

On Mar 24, 2020, at 11:38 AM, Barbara Vaughn <frontdesk@town.sunapee.nh.us>

Good Morning Chris,

The Board of Selectmen asked me to contact you and ask about the status of the CIP Committee? Did the committee meet this year? Is there still interest in the committee?

Barbara Vaughn
Administrative Assistant
23 Edgemont Road
Sunapee, NH 03782
603-763-2212
frontdesk@town.sunapee.nh.us



1252 County Road, New London, NH 03257

603-526-4049 / 603-526-4205

hansenbridge@tds.net

BRIDGE WORK ESTIMATE

October 6, 2019

CLIENT:

Town Of Sunapee NH

Attn: Select Board

RE: Jobs Creek Rd

Payment: Prior written approval in the form of a change order will be required before any additional work can be executed. An additional work price outline and change order form is provided for your convenience upon request.

Payment Schedule : #1 \$84,671.00 deposit prior to construction
#2 \$84,671.00 due after new bridge is complete.

Description: Construct cast in place reinforced concrete footers and abutments per HEB Engineering's plans and specifications for a 28'-0" span x 20'-0" wide glue laminated timber bridge. Footer and abutment size and construction based on NH PE design. New abutments to be located behind the existing abutments out of the jurisdictional wetlands. Work to be completed during low flow conditions. Estimate includes the removal of existing deck, disposal and 25' of approach road work on both sides of the proposed bridge. Installation of a crash rated timber bridge rail system on the bridge. Approach weathering steel rail 25' in all four quadrants.

BRIDGE ITEMS

Description	Estimated Qty	Unit	
Reinforcing Steel- Footers, Abutments	1	UNIT	
Cast-in-place- Footings & Abutments	2	UNIT	
Timber Glue Laminated Beams , Timber TL-2 Bridge Railing	1	UNIT	
Erosion Control	1	UNIT	
Excavation, Bridge Erection, Existing Bridge Removal	1	UNIT	
			TOTAL \$169,342.00

- ☐ Price is based on Hansen Construction to provide job supervision.
- ☐ Price is based on approach road work, guardrail, and paving beyond 25 ft by others.
- ☐ Price includes 25' of approach paving 3.5". Price includes bridge paving 3.5". Price includes barrier membrane on bridge.
- ☐ Price is based on owner to provide adequate access to each bridge site for construction materials and equipment. Hansen Construction not responsible for work stoppage or delays due to inclement weather.
- ☐ Price does not include the cost of any required testing or sampling. Existing soil load bearing capacity to be verified by engineer.
- ☐ Price does not include NH DES wetlands permit to remove the existing deck if required. Wetlands permitting and delineation by others.
- ☐ Price Includes TL2 crash rated bridge railing on bridge.
- ☐ Add \$24,600 for a one lane fully load rated 50' Temporary Bridge Package if required.

Acceptance of above contract by owner, Mr. _____ Date _____ Signature _____

Thank you,

Hansen Construction
Michael Hansen, President
www.hansenbridge.com

LETTER AGREEMENT



Date: March 27, 2020

Project No: 2020-___

To: Scott Hazelton, Highway Director
Town of Sunapee
621 Route 11
Sunapee, NH 03782

Phone: (603) 763-2212
Email: scott@town.sunapee.nh.us

From: Jason C. Ross, PE

Email: jross@hebengineers.com

Re: Jobs Creek Road Bridge over Jobs Creek, Sunapee, NH

Dear Scott,

We propose to render professional engineering/surveying services in connection with **Job Creek Road Bridge over Jobs Creek in Sunapee, NH** hereinafter called the "Project." You are expected to furnish us with full information as to your requirements, including any special or extraordinary consideration for the Project or special services as needed, and to make available all pertinent existing information.

Our scope of services is outlined in detail in the attached Exhibit A dated March 27, 2020.

See the General Provisions (Terms and Conditions) on the back of this page for a more detailed description of our and your obligations and responsibilities.

You will pay us for our services a lump sum of **\$23,600 for Phases 001 – 003 and Phase 005, plus Subconsultant Fees estimated at \$7,800**. You will pay us for our services on an hourly basis, in accordance with the fee schedule in effect at the time services are rendered, total estimated at **\$8,000 for Phase 004 – Construction Administration**, plus reimbursable expenses. See attached Exhibit A for a detailed description of our fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal, and to complete our work as described in attached Exhibit A. If there are protracted delays for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scale applicable to the period when our services are in fact being rendered. This proposal is void after 30 days.

This proposal, the attached Exhibit A, the General Provisions, and the fee schedule represent the entire understanding between us in respect to this Project and may only be modified in writing and signed by both of us. If you agree with these arrangements, we would appreciate your returning a copy of this agreement **signed below and initialed on the attached General Provisions by an authorized representative**.

Accepted this ____ day of _____ 2020

Very truly yours,
HEB Engineers, Inc.

By: _____
Authorized Representative

By: 
Christopher R. Fournier

Printed Name and Title:

Title: Vice President

P:\Marketing\NH Proposals\Bridge\Sunapee\Jobs Creek Road Bridge\Jobs Creek Road Bridge, Sunapee, NH Letter Agreement 03-27-20.docx

HEB Engineers, Inc. • www.hebengineers.com

New Hampshire: Office (603) 356-6936 • Fax (603) 356-7715 • PO Box 440 • 2605 White Mountain Highway • No. Conway, NH 03860

Maine: Office (207) 803-8265 • PO Box 343 • 103 Main Street • Suite 6 • Bridgton, ME 04009

GENERAL PROVISIONS

Read & Initialed _____

(Terms and Conditions)

Access to Site

Unless otherwise stated, the Client will provide access to the site for activities necessary for the performance of the services. HEB Engineers, Inc. (HEB) will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except when stated as a lump sum, shall be understood to be an estimate, based upon Scope of Services. Where the fee arrangement is to be on an hourly basis, the rates shall be in accordance with our latest fee schedule. Reimbursable expenses will be billed to the Client at actual cost plus 15 percent.

Billings/Payments

Invoices for services will be submitted monthly and are due when rendered and shall be considered PAST DUE if not paid within 30 days of the invoice date. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to PAST DUE accounts. If the Client fails to make payment when due and HEB incurs costs to collect overdue sums, the Client agrees that all such collection costs shall be payable to HEB. Collections costs shall include, without limitation, legal fees, collection fees and expenses, court costs, and reasonable HEB staff costs at standard billing rates for HEB's time spent in collection efforts. If the Client fails to make payment when due or is in breach of this Agreement, HEB may suspend performance of services upon ten (10) calendar days' notice to the Client. HEB shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, HEB shall resume services and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense for HEB to resume performance. Retainers shall be credited on the final invoice. If the Client fails to make payment to HEB in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by HEB.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold HEB harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project which is the subject of this agreement.

HEB agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by HEB's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom HEB is legally liable, and arising from the project which is the subject of this agreement.

Neither the Client nor HEB shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and HEB, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, to limit the liability of HEB to the Client, for any and all claims, losses, expenses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of HEB to the Client shall not exceed \$50,000, or HEB's total fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services

Either party may terminate this agreement for cause upon giving written notice to the other party not less than seven (7) calendar days' written notice for: substantial failure by the other party, assignment of this agreement or transfer of the project to any other entity without prior written consent, suspension of the project by the Client for more than ninety (90) days or material changes in condition necessitate such changes. In the event of termination, the Client shall pay HEB within 15 days for all services rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Services

All reports, drawings, specifications, computer files, field data, notes, other documents and instruments prepared by HEB as instruments of service shall remain property of HEB. HEB shall retain all common law, statutory and other reserved rights, including the copyright thereto. HEB has the right to use photographs of the project site in all available marketing avenues.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the State of New Hampshire.

Claims & Disputes

In an effort to resolve conflicts that arise during design or construction of the Project or following completion, the Client and HEB agree that all disputes in excess of \$5,000, arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Disputes under \$5,000 shall be decided by Small Claims Court.

Pollution Exclusion

Both parties acknowledge that HEB's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HEB or any other party encounters any hazardous or toxic materials, or should it become known to HEB that such materials may be present on or about the jobsite that may affect the performance of HEB's services, HEB may, at its option and without liability for consequences or any other damages, suspend performance of the services under this agreement until the Client has abated the materials and the jobsite is in full compliance with all applicable laws and regulations.

Additional Services

Additional services are those services not specifically included in the scope of services stated in the agreement. HEB will notify the Client of any significant change in scope which will be considered additional services. The Client agrees to pay HEB for any additional services in accordance with our latest fee schedule.

Design Without Construction Phase Services

It is understood and agreed that if HEB's services under this agreement do not include project observation or review or any other construction phase services, that such services will be provided for by the Client. In this case, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation. The Client waives any claims against HEB that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEB, its officers, directors, employees and subconsultants (collectively, HEB) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services. If the Client requests that HEB provide any specific construction phase services, and if HEB agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided above, and such services shall become part of this agreement.

GENERAL PROVISIONS *continued*
(Terms and Conditions)

Read & Initialed _____

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by HEB without obtaining the HEB's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against HEB and to release HEB from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEB from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits contractor or any subcontractors of any tier from making any changes or modifications to HEB's construction documents without the prior written approval of HEB and that further requires contractor and subcontractors to indemnify both HEB and the Client from any liability or cost arising from such changes made without such proper authorization.

Change in Services

HEB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce HEB's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify HEB from any and all claims, damages, losses or costs associated with or arising out of such reduction of services.

Construction Observation

HEB shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and HEB, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HEB staff, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, HEB shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by HEB as Additional Services in accordance with the terms of this Agreement.

HEB shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

HEB shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HEB does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Jobsite Safety

Neither the professional activities of HEB, nor the presence of HEB or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. HEB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, HEB and HEB's subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

Request for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from HEB clarification or interpretation of the requirements of the Contract Documents. HEB shall, with reasonable promptness, respond to each Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor will be responsible to the Client for all reasonable costs charged by HEB to the Client for the Additional Services required to provide such information.

Shop Drawing Review

HEB shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HEB's review shall be conducted with reasonable promptness while allowing sufficient time in HEB's judgment to permit adequate review. Review of a specific item shall not indicate that HEB has reviewed the entire assembly of which the item is a component. HEB shall not be responsible for any deviations from the Construction Documents not brought to the attention of HEB in writing by the Contractor. HEB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

Rejection of Work

HEB shall have the authority to reject any Work that is not, in the judgment of HEB, in conformance with the Construction Documents or work plans. Neither this authority nor HEB's good-faith judgment to reject or not reject any Work shall subject HEB to any liability or cause of action to the Contractor, subcontractors or any other suppliers or person performing work on this project.

Record Drawings

If required and agreed upon between HEB and Client, upon completion of the Work, HEB shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents may be based on unverified information provided by other parties, which HEB shall assume to be reliable, HEB cannot and does not warrant the accuracy of information provided by other parties.

EXHIBIT A
SCOPE OF WORK
FOR
JOBS CREEK ROAD BRIDGE
OVER JOBS CREEK
IN SUNAPEE, NH



Prepared for: Town of Sunapee

March 27, 2020

Prepared by: HEB Engineers, Inc.

This Exhibit is attached to and becomes part of the Letter Agreement between HEB Engineers, Inc. (HEB), Engineer, and the Town of Sunapee, NH (Town), dated March 27, 2020. The purpose of the work is to provide repair design of the Jobs Creek Road Bridge over Jobs Creek in Sunapee, NH.

Project Understanding:

- There is an existing 9-foot, 9-inch span concrete bridge that spans Jobs Creek.
- The bridge is in poor condition, some of the guard-rails have disconnected, and the roadway width is narrow.
- The Town would like to proceed with bridge replacement, with the substructure to be engineered by HEB, and delegated structural engineering of the superstructure managed by the Contractor.

Preliminary Design: HEB Phase 001

The purpose of this phase is to prepare preliminary design documents for review by the Town. HEB will provide the following services for the project during this phase:

- Coordinate with a Certified Wetland Scientist (CWS) to delineate on-site wetlands.
- Perform limited field survey and base-map preparation at 1" = 20' scale with 2-foot contours. Stream gradient and cross-section data will not be collected. Horizontal and vertical tied to known NAD83 horizontal datum and NAVD88 vertical datum. The limits of the survey will be 200 feet along Jobs Creek Road.
- Include right-of-way and abutting property owner's information (to be provided by the Town) on the Existing-Features Plan & Profile.
- Coordinate with Subsurface Exploration subcontractor to provide traffic control measures, drill a minimum of one boring at each proposed substructure location, and prepare boring logs for foundation design purposes.
- Perform on-site observations during the subsurface exploration.
- Develop Preliminary Design of a longitudinal glulam deck bridge supported by cast-in-place concrete spread-footing abutments.
- Produce Preliminary (60%) Design Plans.
- Meet with Town to review the *Preliminary Design Plans*.

Deliverables will be: Boring Logs and Preliminary Design Plans.

Number of meetings attended will be: One (1) with Town.

Number of site visits will be: Two (2) for borings and survey.

HEB Engineers, Inc. • www.hebengineers.com

New Hampshire: Office (603) 356-6936 • Fax (603) 356-7715 • PO Box 440 • 2605 White Mountain Highway • No. Conway, NH 03860

Maine: Office (207) 803-8265 • PO Box 343 • 103 Main Street • Suite 6 • Bridgton, ME 04009

Permitting: HEB Phase 002

The purpose of this phase is to obtain NHDES Shoreland permitting for this project. HEB will provide the following services for the project during this phase:

- Prepare and submit a *Shoreland Permit Application* to NHDES.
- Prepare and submit Plans to NHDES for review.
- Respond to NHDES review comments and submit revised Plans.

Deliverables will be: Shoreland Application and associated materials.

Number of meetings attended will be: None anticipated.

Number of site visits will be: None anticipated.

Construction Plans: HEB Phase 003

The purpose of this phase is to prepare construction plans, following review and approval of the preliminary plans by the Town and receiving necessary permits. HEB will provide the following services for this project during this phase:

- Develop Final Design based on results and comments received during the Preliminary Design and Permitting phases.
- Produce draft Final (100%) Design Plans (Construction Plans).
- Meet with Town to review the Construction Plans.
- Revise design based on Town review comments and produce final Construction Plans.

Deliverables will be: Construction Plans.

Number of meetings attended will be: One (1) with Town.

Number of site visits will be: None anticipated.

Construction Administration: Phase 004

The purpose of this phase is to observe construction based on the Construction Plans. HEB will provide the following services for the project during this phase:

- Hold a pre-construction conference with Town and the Contractor to discuss project expectations and Contract requirements.
- Review submittals from the Contractor required to conform to the project specifications.
- Respond to Contractor's requests for information (RFI) and render interpretations, as necessary, of the Construction Plans and make modifications to meet unanticipated conditions.
- Prepare detailed sketches, as necessary, to supplement the Construction Plans.
- Provide part-time field observation by an HEB Engineer to review construction progress relative to the Construction Plans. It is assumed that three to four (3 – 4) visits will be needed.
- Prepare a *Field Report* for each site visit, which will outline the work performed, field observations, items discussed, scheduled work, and photos.

- Prepare a "punch list" of those items that need to be corrected prior to approval of final payment to the Contractor.
- Conduct a final walkthrough with Town Staff and the Contractor.

Note: HEB is not responsible for directing Contractor's work or for the Contractor's safety precautions or programs in connection with the work. Means and methods are the sole responsibility of the Contractor.

Deliverables will be: Submittal reviews, RFI responses, revised/supplemental drawings/sketches, Field Reports, Payment Application recommendations, Certificate of Substantial Completion, and Certificate of Final Completion.

Number of meetings attended will be: One (1) pre-construction conference.

Number of site visits will be: Three to four (3 – 4) site visits during construction progress and one (1) final walkthrough.

Project Closeout: Phase 005

The purpose of this phase is to closeout the project and provide documents to NHDOT. HEB will provide the following services for the project during this phase:

- Review and submit *NHDOT Form 4* and approved shop drawings (prepared by Contractor).
- Prepare *Record Drawings*, which indicate significant changes to the *Construction Plans*.
- Submit project closeout documents to Town and NHDOT.

Deliverables will be: Closeout Documents.

Number of meetings attended will be: None anticipated.

Number of site visits will be: None anticipated.

Assumptions

- The subsurface exploration scope was prepared assuming the proposed bridge substructures will consist of shallow spread footings. Should deep foundations be deemed necessary additional geotechnical borings and/or depth may be required.
- New Hampshire Department of Environmental Services (NHDES) and Army Corps of Engineers (ACOE) wetland permits will not be required since there will not be any work performed within Jurisdictional Wetlands.
- Historical and archeological evaluations are not included at this time, but may be added through a Contract Amendment, if required by NH Department of Historical Resources.
- Creation, negotiation, and execution of easement documents (if necessary) requires legal support and is expected to be completed by the Town.
- **Permitting fees will be paid directly by the Town.** The amount of these fees is unknown at this time and are not included in the fee outlined below. If HEB pays these fees on behalf of the Client, they will be billed as a reimbursable expense.
- The Town will be contracting directly with Hansen Construction, LTD for the construction of the bridge. Bidding assistance and Project Manual preparation is not required.
- The Glued-laminated timber bridge manufacturer will be designing the bridge superstructure and railing structure. They will provide stamped calculations, drawings, and a NHDOT form 4 load rating for the structure.

Schedule: The proposed schedule for the work is as follows:

Phase	Estimated Duration	Estimated Completion
	<i>Agreement Approval</i>	<i>March 30, 2020</i>
001	Preliminary Design	May 2020
002	Permitting	May 2020
	<i>NHDES Review</i>	<i>May 2020</i>
003	Construction Plans	June 2020
004	Construction Administration	TBD
005	Project Closeout	TBD

Fee: The schedule of fees for the work is as follows:

Phase	Professional Services	Estimated Reimbursables	Phase Total
001	Preliminary Design	\$ 7,800	\$19,300
002	Permitting	\$ 0	\$ 2,900
003	Construction Plans	\$ 0	\$ 7,100
004	Construction Administration	\$ 500	\$ 8,500
005	Project Closeout	\$ 0	\$ 2,100
Project Fee Totals		\$ 8,300	\$39,900

Project Management: Mr. Jason Ross, PE will be the project manager for this project. He will be responsible for all client liaison, attend all client meetings, direct the project team and be responsible for overall project quality. The remainder of the project team will consist of engineers, surveyors, technicians and administrators as needed for the successful completion of the work.

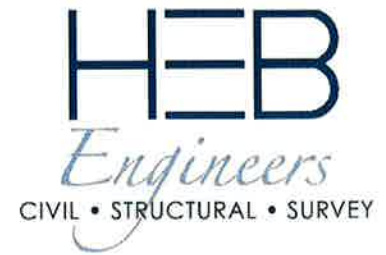
Agreement: If this scope of work meets your requirements, please sign and return a copy of the attached letter agreement and we will consider it your authorization to proceed. This scope will be attached to it and become part of the agreement.

Thank you for the opportunity to present this proposal. We look forward to working with you on your project.

P:\Marketing\NH Proposals\Bridge\Sunapee\Jobs Creek Road Bridge\Jobs Creek Road Bridge, Sunapee, NH Exhibit A 03-27-20.doc3

2020 HOURLY FEE SCHEDULE

Engineering and surveying fees for January 1, 2020 to December 31, 2020 will be charged in accordance with the following fee schedule:



Structural Engineering Staff

Principal Structural Engineer.....	\$ 150.00 - 170.00
Senior Structural Engineer I – III	\$ 130.00 - 150.00
Staff Structural Engineer I - III	\$ 110.00 - 130.00
Junior Structural Engineer	\$ 85.00 - 110.00

Civil Engineering Staff

Principal Civil Engineer.....	\$ 150.00 - 170.00
Senior Civil Engineer I – III	\$ 130.00 - 150.00
Staff Civil Engineer I - III	\$ 110.00 - 130.00
Junior Civil Engineer	\$ 85.00 - 110.00

Surveying Staff

Senior Surveyor I - III	\$ 100.00 - 125.00
Staff Surveyor I - III	\$ 80.00 - 100.00
Junior Surveyor	\$ 60.00 - 80.00
Survey Technician	\$ 60.00 - 80.00

Technical Staff

Environmental Specialist.....	\$ 90.00 - 130.00
Resident Construction Engineer	\$ 85.00 - 110.00
Structural Engineer Technician.....	\$ 65.00 - 85.00
Civil Engineer Technician.....	\$ 65.00 - 85.00
Technical Coordinator	\$ 80.00 - 90.00
Technical Assistant.....	\$ 60.00 - 80.00

Specialty Services

Forensic Engineering (Assessment & Analysis)	\$ 145.00 - 250.00
Court/Deposition Prep	\$ 145.00 - 250.00
Deposition	\$2000.00/day } 1/2 day minimum
Expert Witness Testimony.....	\$2000.00/day } plus expenses

Note: Hourly charges for field crews will be based on the personnel making up the crew. All work will be billed from the time the employee leaves the office until he/she returns.

DIRECT JOB RELATED EXPENSES:

Direct job related expenses such as sub-consultant fees, test pits, application fees, borings, laboratory/field testing, overnight lodging and meals, and reproduction costs will be billed to the project at cost, plus 15% markup. Mileage will be billed at current federal rate for travel beyond 10 miles from office. Survey total station use fee is \$135 per day. GPS equipment use fee is \$250 per day.

GENERAL TERMS AND CONDITIONS:

See the General Terms and Conditions that are part of HEB's standard Letter Agreement for payment terms and other contractual conditions.

TIMEFRAME:

This fee schedule is valid for January 1, 2020, to December 31, 2020 only. Services beginning in 2021 or continuing into 2021 will be billed in accordance with the fee schedule effective January 1, 2021.

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SUNAPEE HIGHWAY DEPARTMENT

621 Route 11

Sunapee, New Hampshire 03782

Phone: (603) 763-5060 Fax: (603) 763-4337

MEMORANDUM

FROM: Scott A. Hazelton, Highway Director
TO: Donna Nashawaty, Town Manager
DATE: April 6, 2020
RE: Project Procurement Methods

I understand that Lynne Wiggins, Finance Director expressed the following concerns to you last week:

- That the Highway Department did not solicit bids for the Jobs Creek Road Bridge project.
- That the Highway Department has stopped soliciting bids for "these projects"; and
- That she thinks that we are not be receiving the best price for the Jobs Creek Road Bridge project.

Therefore, the intent of this memorandum is to clarify the methods of project procurement that have been used by the Highway Department, and that I've routinely discussed with you and the Board pertaining to projects that we've completed in the Town. This memorandum also includes a list of some of the major projects that we've completed and includes the specific method of procurement that was used to complete the project.

There are two methods of project procurement that the Highway Department typically considers when developing and/or looking at potential costs for a project. The first method is known as the "design, bid, build" process and involves having one-to-three of the Town's pre-qualified engineers submit a proposal(s) to design, permit, bid, and oversee the construction phase of a project through its completion. This process includes the preparation of formal bid documents and construction drawings for qualified contractors to submit bid proposals for the construction of the project. This process historically costs municipalities and/or private developers more money than other methods of procurement. This process as it is used in the municipal arena, depending on the type of project that it is (i.e. NH's Bridge Aid Program) may also require significant assistance from the Highway Director, Town Manager and/or Finance Department throughout the duration of the project.

The second procurement method is known as the "design build" process. This method involves having one-to-three of the Town's prequalified engineers develop a team which includes Town representatives, the engineer, and a contractor which specializes in the type of work that the project involves. The contractor that is selected by the engineer typically is prequalified by the engineer and/or by the Town through a formal request for qualifications for the type of project being considered. Once the team is established, the Town works with the engineer and contractor to develop the project with a formal proposal for construction drawings and permitting, for the construction of the project based on the construction drawings, and for shared oversight responsibilities by the engineer and by the Town. The design build process typically results with lower project costs, minimal (if any) change orders throughout the construction of the project, and a quality project at a much lower cost than if the design, bid, build process were utilized. And, this is the result of the team approach with the Town having the ability to negotiate with both the engineer and contractor for the best price using quality material on any given project.

That said and as discussed at a couple of the ABC meetings during the last budget season, the design build process is the approach that we've chosen for the Jobs Creek Road Bridge over Jobs Creek.

installation of a new boat launch at the Harbor Boat Launch. Only one contractor submitted a proposal and after two additional requests were made to the contractor that opted not to submit a proposal, the contractor that did submit was informed that if the Town warrant passed in March 2020 his company would be awarded the contract. The Highway Department prepared the design and permitting documents for this project, and the contractor has submitted stamped shop drawing for the new boat launch materials. This project is estimated to cost \$200K.

- Jobs Creek Road Bridge – This project is being proposed utilizing the design build process with HEB Engineers and Hansen Bridge and was discussed with the Board during the ABC budget meeting in 2018 & 2019, and then again earlier this year. The Town's prequalified boat launch and dock contractor Hansen Bridge was asked for a price to reconstruct the bridge in 2018 after he had completed the Bradford Road Bridge, and his estimate was used to update the Town's Bridges Capital Reserve Plan. In 2019 we asked him to update his original proposal and requested that HEB Engineers, the Town's prequalified bridge engineer, to submit a proposal for engineering services for the bridge project. This is a Town owned bridge and is not inspected by the NHDOT. The Board elected to complete this project using the Bridges Capital Reserve Fund in 2018. The total estimated cost of the project was \$208,742.

The three bridge that are discussed above are very similar to one another in size (length and width), and each of the projects have/will require essentially the same construction methods and materials to complete. However, as you can see the total estimated costs for the projects that are completed using the design build method have resulted with significant savings to the Town relative to the total estimated cost of the bridge project that was completed using the design, bid, build method (not considering the NHDOT's Bridge Aid Program which may result with significant project delays but that will reimburse municipalities up to 80% of the total project cost for state inspected bridges that need to be reconstructed). Therefore, I strongly support the option of considering all alternative means of project procurement including those that are discussed above for future infrastructure improvement projects.



SUNAPEE HIGHWAY DEPARTMENT

621 Route 11

Sunapee, New Hampshire 03782

Phone: (603) 763-5060 Fax: (603) 763-4337

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There are two methods of project procurement that the Highway Department typically considers when developing and/or looking at potential costs for a project. The first method is known as the “design, bid, build” process and involves having one-to-three of the Town’s pre-qualified engineers submit a proposal(s) to design, permit, bid, and oversee the construction phase of a project through its completion. This process includes the preparation of formal bid documents and construction drawings for qualified contractors to submit bid proposals for the construction of the project. This process historically costs municipalities and/or private developers more money than other methods of procurement. This process as it is used in the municipal arena, depending on the type of project that it is (i.e. NH’s Bridge Aid Program) may also require significant assistance from the Highway Director, Town Manager and/or Finance Department throughout the duration of the project.

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That said and as discussed at a couple of the ABC meetings during the last budget season, the design build process is the approach that we’ve chosen for the Jobs Creek Road Bridge over Jobs Creek.

We are utilizing the same team that constructed the Lower Main Street Bridge and the Bradford Road Bridge which includes HEB Engineers and Hansen Bridge. HEB is a prequalified engineer for the Town and Hansen Bridge was recently prequalified as one of the boat launch and dock contractors, but has also completed four laminated wood beam and deck bridges for the Town including Lower Winn Hill Road Bridge, High Street Bridge, Lower Main Street Bridge and Bradford Road. That said and because we have been working with HEB Engineers and Hansen Bridge for over a decade now on the Town's bridges, I am confident that we are getting a very good price and a quality project as it pertains to the engineering and construction of our bridge projects.

The following is a list of projects that we've complete since 2013 and includes the type of procurement method that was used to complete the projects:

- Lower Main Street Bridge - This project was completed using the design, bid build method with HEB Engineers and Hansen Bridge, and had a total project cost of \$502,513. 80% of that cost, or approximately \$402K, was reimbursed to the Town from the NH Bridge Aid program. Therefore, out of pocket cost to the Town for this project were approximately \$100K.
- Bradford Road Bridge – This project was completed using the design build method with HEB Engineers and Hansen Bridge which was discussed and approved by the Board in November 2015. Initially, we were going to use the design, bid, build process and the Town's prequalified engineers submitted bids for the design, permitting and construction phase portion of the work but came in significantly higher than what was expected. The NHDOT's estimated project cost was \$750K but the Bridge Aid Program was scheduling into 2022 and likely would have resulted with closure of the bridge due to its deteriorating condition. The Board elected to complete the project using the Bridges Capital Reserve Fund in 2018. The total estimated cost of the project was \$200K and due to poor soil conditions ended up being approximately \$226K.
- Sunapee Safety Services Building Roof Replacement – This project was completed by advertising the project for bids due, conducting a preconstruction meeting with all prospective bidders, and accepting formal bid proposals from all roof contractors. The Highway Department established the bidding format and documents for the project. The total base bids came in at \$90,775 and \$91,000 to the first and second lowest bidders. The Buildings & Grounds Foreman oversaw the removal of the existing roof and installation of the new roof including an elected option of a 5-foot metal ice belt around the roof edges. The total cost of the project with the ice belt was approximately \$94,000.
- Winn Hill Road Improvements – This project was bid out to any site contractor that was qualified to submit bids in the fall of 2019. Bid proposals came in higher than what we had estimated for the construction of the project. The Board approved the option of value engineering the project and negotiating a price to construct the project with the Town's paving contractor, GMI Asphalt. The total estimated cost of the project will end up costing the Town approximately \$315K.
- Harbor Boat Launch project – This project was completed using the design build method. However, it was developed by advertising for statements of qualification (SOQ) from boat launch and dock contractors in the late summer of 2019 for assisting the Town with future boat launch and dock improvement projects. Two of three contractors that attended the mandatory pre-submission meeting submitted SOQs and subsequently were selected as contractors that would be asked to assist with future boat launch and Town dock improvement projects. During the fall of 2019 we requested proposals from the two prequalified contractors for the removal of the existing boat launch and for the

installation of a new boat launch at the Harbor Boat Launch. Only one contractor submitted a proposal and after two additional requests were made to the contractor that opted not to submit a proposal, the contractor that did submit was informed that if the Town warrant passed in March 2020 his company would be awarded the contract. The Highway Department prepared the design and permitting documents for this project, and the contractor has submitted stamped shop drawing for the new boat launch materials. This project is estimated to cost \$200K.

- Jobs Creek Road Bridge – This project is being proposed utilizing the design build process with HEB Engineers and Hansen Bridge and was discussed with the Board during the ABC budget meeting in 2018 & 2019, and then again earlier this year. The Town's prequalified boat launch and dock contractor Hansen Bridge was asked for a price to reconstruct the bridge in 2018 after he had completed the Bradford Road Bridge, and his estimate was used to update the Town's Bridges Capital Reserve Plan. In 2019 we asked him to update his original proposal and requested that HEB Engineers, the Town's prequalified bridge engineer, to submit a proposal for engineering services for the bridge project. This is a Town owned bridge and is not inspected by the NHDOT. The Board elected to complete this project using the Bridges Capital Reserve Fund in 2018. The total estimated cost of the project was \$208,742.

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SUNAPEE HIGHWAY DEPARTMENT

621 Route 11

Sunapee, New Hampshire 03782

Phone: (603) 763-5060 Fax: (603) 763-4337

MEMORANDUM

FROM: Scott A. Hazelton, Highway Director 
TO: Donna Nashawaty, Town Manager
DATE: March 30, 2020
RE: Used Equipment Capital Reserve Fund – Used Morbark Chipper Purchase

Our Bandit JDC 100 wood chipper has served the Highway Department well for almost three decades. Unfortunately, we have had to perform some major repairs on it over the last few years, and it continues to run poorly and has become unreliable when we need it. We began looking for a used chipper last fall after ours kept dying on us why performing fall cleanup duties.

We recently field tested two different chippers including a Morbark and a Bandit, both of which were comparable and slightly larger in size to our existing chipper. Following the field tests, we received a written quote from Morbark and a verbal quote from Bandit for the purchase of each of their respective used chippers.

I am seeking authorization from the Board of Selectmen's to purchase the used Morbark "E" Beaver 1415 Chipper from the Used Equipment Capital Reserve Fund. The total cost of the chipper, with our chipper being used as a trade-in, is \$37,000.00 (See attached Quotation from Beauregard Equipment). The verbal quote that we received for the Bandit chipper was \$37,200. We selected the Morbark chipper because it appears to be constructed better and was much more rugged than the Bandit.



CARIBOU
323 Sweden St
Caribou, ME
207-498-3196

COLCHESTER
28 Jasper Mine Rd
Colchester, VT
(802)893-1555

BANGOR
59 Contractor Dr
Heron, ME
(207) 848-2050

CONCORD
231 Sheep Davis Road
Concord, NH
(603) 225-6621

SCARBOROUGH
14 Gibson Road
Scarborough, ME
(207) 885-0600

Quotation

Date: 3/25/2020

To: **Town Of Sunapee-Hgwy**
621 Route 11
Sunapee, NH 03782

Phone 603-763-5912
Cell Phone (603) 381-2212
E-Mail scotth@town.sunapee.nh.us

Attn: **Scott Hazelton**

County Sullivan

Equip: **NEW MORBARK E BEEVER 1415 Chipper**

NM4962

Spec: 12" CHIPPING CAPACITY, REVERSING AUTOFEED SYSTEM, MANUAL 360 DEGREE CHUTE CRANK. PSI 145HP GAS ENGINE, W/ AUTOCLUTCH. WINCH PACKAGE WITH 5000# PULL CAPACITY, 5,500 # GROSS WEIGHT., (FORMERLY M12R)

Options Incl

	Purchase Price	\$43,000.00
UNIT WITH 51HRS		
SET OF KNIVES AT N/C		
Less Trade In: Bandit JDC100 Chipper Serial # 661		-\$6,000.00
	Sub Total	\$37,000.00
1 Year Full Machine Warranty		
	Total	\$37,000.00

Finance

Lease

Term _____
Int Rate* _____
Payoff _____
Down Pay't _____
Payment _____

Lease Term _____
Annual Hours _____
Advance Payt _____
☐ RV _____
Payment _____

* Interest Rates quoted are subject to change without notice.

Beauregard Equipment

Customer

**Revenue Comparisons January through March
2016 through 2020**

AccountNumber	AccountName	2016 Revenue	2017 Revenue	2018 Revenue	2019 Revenue	2020 Revenue
01-3110-01-900	PROPERTY TAXES-CURRENT	-79,131.51	-57,785.37	0.00	0.00	0.00
01-3110-01-901	TAX REDEMPTIONS	0.00	0.00	0.00	0.00	0.00
01-3120-01-901	LAND USE CHANGE	0.00	0.00	0.00	0.00	0.00
01-3185-01-900	YIELD TAX	0.00	0.00	0.00	0.00	0.00
01-3186-01-900	Excavation Tax	0.00	0.00	0.00	0.00	0.00
01-3190-01-902	INTEREST & COSTS	19,237.05	25,386.70	35,100.59	26,613.23	19,686.74
01-3190-01-903	Returned Check Fee	25.00	0.00	25.00	75.00	0.00
01-3190-01-904	Revenue Over/Short	0.00	0.00	0.00	0.00	0.00
01-3210-01-910	UCC FILING	195.00	0.00	480.00	180.00	240.00
01-3220-01-906	AUTO REGISTRATIONS	193,540.00	183,496.83	215,562.84	232,543.05	223,701.78
01-3220-01-907	Snowmobile and ATV Fees	0.00	15.00	-1,066.00	-2,434.00	-1,529.00
01-3230-01-908	SUBDIVISION FEES	0.00	2,150.00	300.00	350.00	0.00
01-3230-01-909	SITE PLAN REVIEW FEES	0.00	400.00	100.00	100.00	550.00
01-3230-01-910	CERTIFICATE OF COMPLIANCE FEES	5,334.30	10,258.78	6,192.00	1,075.00	12,703.20
01-3290-01-320	Landlords Filing Fee	0.00	0.00	0.00	0.00	0.00
01-3290-01-902	REDEMPTION COSTS	925.50	264.00	308.00	1,486.04	1,532.00
01-3290-01-907	BOAT REGISTRATIONS/FEES	1,984.96	1,232.96	1,140.44	1,475.08	1,020.64
01-3290-01-912	DOG LICENSES/FEES	983.00	891.50	837.50	980.00	1,040.50
01-3290-01-915	VITALS-BIRTH & DEATH	430.00	395.00	600.00	875.00	945.00
01-3290-01-917	TOWN CLERK FEES	3,767.50	3,109.50	3,598.50	3,480.50	1,157.00
01-3290-01-918	MISC. TC/TC OVERAGES	0.00	0.00	0.00	0.00	0.00
01-3290-01-919	WETLANDS APPLICATIONS	6.00	9.00	6.00	10.00	7.00
01-3311-01-841	FEDERAL FEMA FUNDS	0.00	0.00	0.00	0.00	0.00
01-3319-01-705	UNITED STATES TREASURY-CRUDEOI	0.00	0.00	0.00	0.00	0.00
01-3351-01-927	SHARED REVENUE	0.00	0.00	0.00	0.00	0.00
01-3352-01-840	STATE OF NH ROOMS MEALS TAX	0.00	0.00	0.00	0.00	0.00
01-3353-01-925	STATE NH - TREATMENT PLANT RD BRIDGE	0.00	0.00	0.00	0.00	0.00
01-3353-01-927	State of NH High Street Bridge Grant	0.00	0.00	0.00	0.00	0.00
01-3353-01-928	HIGHWAY BLOCK GRANT	23,404.87	24,075.17	24,686.81	25,031.33	25,406.40
01-3353-01-929	LANDFILL CLOSURE GRANT NH	0.00	0.00	0.00	0.00	0.00

**Revenue Comparisions January through March
2016 through 2020**

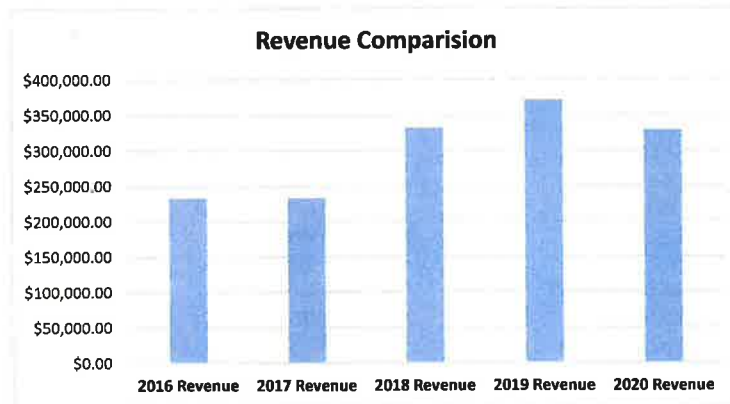
AccountNumber	AccountName	2016 Revenue	2017 Revenue	2018 Revenue	2019 Revenue	2020 Revenue
01-3353-01-930	Fire Dept - Domestic Preparedness Grant	0.00	0.00	0.00	0.00	0.00
01-3354-01-600	LSPA GRANT	0.00	0.00	0.00	0.00	0.00
01-3354-01-781	73 SEWER BOND INTEREST PYMT.	0.00	0.00	0.00	0.00	0.00
01-3354-01-783	STATE OF NH-90 SEWER BOND INT.	0.00	0.00	0.00	0.00	0.00
01-3354-01-791	STATE OF NH-73 SEWER PRINCIPAL	0.00	0.00	0.00	0.00	0.00
01-3354-01-793	STATE OF NH-90 SEWER PRINCIPAL	0.00	0.00	0.00	0.00	0.00
01-3354-01-794	STATE OF NH-SEWER GRANT	0.00	0.00	0.00	0.00	4,916.50
01-3354-01-795	STATE OF NH - WATER GRANT	2,686.58	2,628.12	2,632.47	5,304.90	2,702.92
01-3356-00-000	STATE NH FEDERAL FOREST	0.00	0.00	0.00	0.00	0.00
01-3356-01-785	STATE OF NH-FOREST FIRE REIMBU	0.00	0.00	0.00	0.00	0.00
01-3359-01-741	PD GRANT INCOME	2,100.00	0.00	0.00	0.00	0.00
01-3359-01-795	STATE OF NH-POLICE RADAR GRANT	0.00	0.00	0.00	0.00	0.00
01-3359-01-796	PD GRANT-VIDEO CAMERA	0.00	0.00	0.00	0.00	0.00
01-3359-01-797	STATE OF NH-HWY.DISASTER RELIE	0.00	0.00	0.00	0.00	0.00
01-3359-01-798	PD - CAR SEAT GRANT	0.00	0.00	0.00	0.00	0.00
01-3359-01-799	STATE NH - PD SCHOOL PROGRAM	0.00	0.00	0.00	0.00	0.00
01-3359-01-800	STATE NH - EDUCATION COMP GRAN	0.00	0.00	0.00	0.00	0.00
01-3359-01-840	STATE NH ROOMS AND MEALS TAX	0.00	0.00	0.00	0.00	0.00
01-3359-01-927	State of NH Treatment Plant Rd. Bridge	0.00	0.00	0.00	0.00	0.00
01-3379-01-935	TOWN OF SPRINGFIELD-TS	750.00	0.00	0.00	0.00	0.00
01-3379-01-937	TOWN OF SPRINGFIELD-FIRE BILL	0.00	0.00	0.00	0.00	0.00
01-3379-01-938	TOWN OF SPRINGFIELD-LANDFILL	0.00	0.00	0.00	0.00	0.00
01-3401-01-150	PD - SPECIAL DETAIL INCOME	0.00	0.00	0.00	0.00	0.00
01-3401-01-320	Fireworks Permit Fee	0.00	20.00	0.00	100.00	0.00
01-3401-01-321	PHOTOCOPY INCOME	25.50	11.50	13.25	7.75	15.00
01-3401-01-581	RECYCLING MAGAZINES	439.36	0.00	0.00	0.00	0.00
01-3401-01-584	RECYCLING INCOME-STEEL CANS	0.00	225.71	233.04	105.27	0.00
01-3401-01-586	RECYCLING INCOME-ALUMINUM	1,713.60	1,970.50	3,695.37	1,597.20	1,299.41
01-3401-01-587	RECYCLING CARDBOARD	1,435.50	1,781.85	2,607.15	1,266.68	489.00
01-3401-01-588	RECYCLING NEWSPAPER	543.35	1,092.70	391.33	255.54	0.00
01-3401-01-589	RECYCLING SCRAP METAL	989.76	1,196.69	2,880.96	1,043.29	1,822.18

**Revenue Comparisions January through March
2016 through 2020**

AccountNumber	AccountName	2016 Revenue	2017 Revenue	2018 Revenue	2019 Revenue	2020 Revenue
01-3401-01-592	RECYCLING PLASTIC	0.00	366.70	3,929.76	4,604.12	0.00
01-3401-01-593	RECYCLING INCOME-BATTERIES	1,158.00	0.00	0.00	0.00	0.00
01-3401-01-594	RECYCLING BONUS	0.00	0.00	0.00	0.00	0.00
01-3401-01-596	RECYCLING INCOME-BROWN BAGS	0.00	0.00	0.00	0.00	0.00
01-3401-01-780	WATER DEPT.-73 WATER BOND INT.	0.00	0.00	0.00	0.00	0.00
01-3401-01-783	SEWER DEPT-90 SEWER BOND INT.	0.00	0.00	0.00	0.00	0.00
01-3401-01-793	SEWER DEPT-90 SEWER PRINCIPAL	0.00	0.00	0.00	0.00	0.00
01-3401-01-937	MISC. GENERAL GOV'T INCOME	5,170.24	4,345.93	0.00	21,391.75	4,154.96
01-3401-01-940	INSURANCE REPORTS	0.00	0.00	0.00	0.00	0.00
01-3401-01-942	Standard Power Income Net Metering	0.00	0.00	0.00	0.00	1,720.78
01-3401-01-948	MISC. TOWN OFFICE INCOME	0.00	0.00	0.00	0.00	0.00
01-3401-01-949	REGULATIONS SOLD	0.00	0.00	0.00	0.00	0.00
01-3401-01-950	ZBA INCOME	0.00	0.00	600.00	600.00	300.00
01-3401-01-951	TOWN OFFICE POSTAGE	1.05	0.00	1.31	2.92	0.00
01-3401-01-953	REPORTS/LABELS/DISKS SOLD	125.00	135.23	45.00	104.00	183.25
01-3401-01-957	HWY EQUIP RENTAL FOR BURIALS	0.00	0.00	0.00	0.00	0.00
01-3401-01-958	HIGHWAY PARTS	0.00	0.00	0.00	0.00	0.00
01-3401-01-959	HWY-MATERIALS SOLD	0.00	0.00	0.00	0.00	0.00
01-3401-99-703	Spec Rec Turkey Trot Revenue	0.00	0.00	0.00	0.00	0.00
01-3404-01-940	SUNAPEE T/S TICKET SALES	5,380.00	4,985.00	4,622.50	5,357.50	8,712.50
01-3404-01-941	SPRINGFIELD T/S TICKET SALES	0.00	0.00	0.00	0.00	0.00
01-3404-01-950	Sunapee Beautification Donations	0.00	0.00	0.00	0.00	0.00
01-3409-01-965	SALE OF CEMETERY LOT	0.00	0.00	0.00	0.00	0.00
01-3409-01-966	BURIAL INCOME	0.00	0.00	0.00	0.00	0.00
01-3501-01-965	PD-SALE OF CRUISER	0.00	0.00	0.00	0.00	0.00
01-3501-01-966	SALE OF TOWN OWNED PROPERTY	10,841.32	0.00	0.00	9,369.00	0.00
01-3501-01-968	SALE OF HIGHWAY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
01-3501-01-970	Checking Account Interest Earned	14,045.31	11,913.13	19,856.13	27,204.76	15,399.31
01-3501-01-971	Money Market Interest Earned	0.00	0.00	0.00	0.00	0.00
01-3501-01-972	INVESTMENT INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
01-3501-10-813	Pistol Permit Fee	0.00	230.00	90.00	50.00	110.00

**Revenue Comparisions January through March
2016 through 2020**

AccountNumber	AccountName	2016 Revenue	2017 Revenue	2018 Revenue	2019 Revenue	2020 Revenue
01-3503-01-936	RENTS/LEASES & SERVICES	0.00	7,799.72	0.00	0.00	0.00
01-3503-01-937	TOWN DOCK RENTAL	0.00	0.00	0.00	0.00	0.00
01-3503-01-938	Old Abbott Library Rent	0.00	0.00	1,500.00	225.81	0.00
01-3504-01-938	DOG FINES	0.00	0.00	0.00	0.00	0.00
01-3504-01-939	PARKING FINES	0.00	0.00	80.00	0.00	0.00
01-3504-01-940	PD FALSE ALARM FINES	0.00	0.00	0.00	0.00	0.00
01-3504-01-941	Replacement Transfer Station Tags	25.00	0.00	25.00	25.00	0.00
01-3504-01-944	PD STATE WITNESS FEES	0.00	0.00	300.00	300.00	200.00
01-3504-01-945	PD COURT RESTITUTION	0.00	0.00	0.00	0.00	0.00
01-3504-01-946	PD Discovery	150.00	170.00	50.00	100.00	240.00
01-3506-60-260	Revenue from other agency	0.00	0.00	0.00	0.00	0.00
01-3509-01-950	WELFARE MISC. REVENUE	14,847.36	50.00	128.00	68.00	61.00
Totals:		\$233,128.60	\$232,821.85	\$331,552.95	\$370,923.72	\$328,788.07



Monthly Budget Through March 31, 2020

	Budget	PaymentToDate	EndingBalance	% Remaining
Executive	\$332,502.00	\$76,572.85	\$255,929.15	76.97%
TCTC	\$219,088.00	\$45,323.45	\$173,764.55	79.31%
Elections	\$16,898.00	\$4,231.26	\$12,666.74	74.96%
Finance	\$228,848.00	\$52,942.42	\$175,905.58	76.87%
Assessing	\$116,644.00	\$0.00	\$116,644.00	100.00%
Legal	\$18,000.00	\$1,679.20	\$16,320.80	90.67%
Personnel Benefits Mgmt	\$1,000.00	\$11.00	\$989.00	98.90%
Planning/Zoning	\$57,839.00	\$10,472.33	\$47,366.67	81.89%
General Govt-B&G	\$262,206.00	\$45,871.49	\$216,334.51	82.51%
Cemetery	\$13,636.00	\$0.00	\$13,636.00	100.00%
Insurance	\$8,068.00	\$0.00	\$8,068.00	100.00%
Information Booth	\$28,544.00	\$327.33	\$28,216.67	98.85%
Other General Govt	\$31,128.00	\$8,951.05	\$22,176.95	71.24%
Police	\$880,923.00	\$184,464.51	\$696,458.49	79.06%
Ambulance	\$61,886.00	\$0.00	\$61,886.00	100.00%
Fire	\$236,998.00	\$45,933.88	\$191,064.12	80.62%
SSB	\$149,955.00	\$48,041.06	\$101,913.94	67.96%
Emergency Management	\$200.00	\$0.00	\$200.00	100.00%
Highway	\$1,750,762.00	\$365,162.11	\$1,385,599.89	79.14%
Street Lights	\$16,800.00	\$3,865.49	\$12,934.51	76.99%
Transfer Station	\$558,246.00	\$104,074.67	\$454,171.33	81.36%
Health Officer	\$5,323.00	\$69.46	\$5,253.54	98.70%
Animal Control	\$500.00	\$0.00	\$500.00	100.00%
Health Services	\$15,176.00	\$0.00	\$15,176.00	100.00%
Welfare	\$42,354.00	\$5,929.13	\$36,424.87	86.00%
Recreation	\$164,297.00	\$19,411.91	\$144,885.09	88.18%
Library	\$405,202.00	\$102,256.17	\$302,945.83	74.76%
Memorial Day	\$200.00	\$0.00	\$200.00	100.00%
Patriotic/Band Concerts	\$5,000.00	\$0.00	\$5,000.00	100.00%
Conservation Commission	\$3,775.00	\$0.00	\$3,775.00	100.00%
Debt - Principal	\$263,609.00	\$238,763.93	\$24,845.07	9.42%
Debt - Interest	\$51,520.00	\$27,399.36	\$24,120.64	46.82%
Debt - TAN	\$1,000.00	\$0.00	\$1,000.00	100.00%
Sum	\$5,948,127.00	\$1,391,754.06	\$4,556,372.94	76.60%

Monthly Budget Through March 31, 2020

	Budget	PaymentToDate	EndingBalance	% Remaining
Hydro	\$283,605.00	\$16,165.56	\$267,439.44	94.30%
Sum	\$283,605.00	\$16,165.56	\$267,439.44	94.30%