

Snow Removal Contract

Town of Frenchboro 2026-2027

This Snow Removal Contract is entered into between the Town of Frenchboro (hereafter referred to as “we” or “our”) and the undersigned contractor (hereafter referred to as “you”). The term “you” also encompasses your employees and agents. The purpose of this contract is to outline the responsibilities for winter road maintenance and the provision of public facility access, including sanding, salting, plowing, shoveling, and snow removal.

1. Term of Contract

The duration of this contract begins on November 1, 2026, and continues until May 1, 2027.

2. Services

You agree to perform the following services:

- Plow snow on all Town roads, including all paved roads and parking areas, Eastern Beach Road beyond the last driveway, Gooseberry Point Road beyond the Nathaniel Lunt drive, and Butler Road to its end.
- Maintain adequately plowed turn-around areas at each end of the paved road in the development, the Ferry Terminal area, the Lunt and Lunt end of Harbor Road, and the Bost/Baker end of Butler Road.
- Plow the paved drive to the fire house and community building, ensuring access to both roll-up doors, the area providing access to dumpsters, parking areas at the Ferry Terminal and adjacent to the Town Wharf, the wharf itself, complete dumpster area access, and create an opening of two plow widths onto the ball field for potential life flight emergency landings. Maintain the entire half-circle encompassing the School and parsonage.
- The School operation is currently suspended. If the School reopens, you will shovel the steps and access to the School by 7:30 A.M. on school days. During storms or forecasts of storms, coordinate with the teacher to determine the necessary time for clearing the School. Additionally, shovel walkways to the Community Building, Post Office, and Town Office; shovel the ramp to the float and the float itself, keeping it free of private gear. You are not responsible for clearing private property from the town floats.
- Remain available, or have an agent available, to plow, salt, and sand roads and walkways whenever conditions require during the contract term. Adhere to the guidelines specified herein, and promptly respond to direct orders from the Road Commissioner or Selectperson regarding necessary maintenance actions for public safety and well-being.
- Monitor, participate in, and maintain the salt storage areas. Notify the Road Commissioner or Selectperson in sufficient time to reorder supplies before they run low.

3. Independent Contractor

Throughout the performance of this contract, you and your employees and agents shall act as independent contractors, not as officers, employees, or agents of the Town. You are solely responsible for hiring any necessary personnel and for compliance with all applicable state and federal laws. You are also responsible for maintaining all equipment in safe, operable, and legal condition.

4. Maintenance Requirements

- Begin plowing and sanding operations when snow on pavement reaches a depth of two inches. Continue operations until roadways are cleared to the outside shoulders.

- During severe storms or drifting, plow as needed to maintain two-way traffic. After extreme conditions subside, remove snow to the outside shoulders of the roadway.
- Follow the Maine Department of Transportation's methods and precautions for plowing and sanding, including avoiding excessive speed and protecting private and Town property. The Road Commissioner and Selectpersons will monitor compliance.
- The Town will provide sufficient salt required for operations. Pay special attention to salting hills, curves, and intersections, and apply extra salt where necessary.
- Remove compacted snow and ice from the roadway as much as possible, exposing one and one-half feet of shoulder on each side when feasible.
- Reimburse the Town for any guard rails, guard rail posts, signs, signposts, or guard posts damaged during snow removal operations, if the Road Commissioner or Selectpersons determine the damage was avoidable.
- Complete required duties for the Town before attending to private contracts. Do not use Town-owned sand or salt for private purposes.
- Ensure the ferry hill and parking areas are usable and passable at the time of the ferry's arrival and departure.
- Maintain and furnish adequate, satisfactory motor-driven equipment suitable for plowing Town roads, including properly registered and insured four-wheel drive vehicles and appropriate plow gear for public roadways.
- Provide a replacement vehicle and operator capable of performing duties when your equipment is inoperative, unavailable, or when you are absent. Do not store private property related to your plowing needs inside or around municipal buildings.
- During an active storm, you are required to be on the island. If you cannot be present, notify a Select Board member and identify who will fulfill your responsibilities during your absence.

5. Insurance

You are required to maintain both general liability and commercial automobile liability insurance with minimum coverage of \$400,000.00 for personal injury, death, and property damage claims arising from snow removal or sanding operations under this contract. Evidence of insurance must be provided before the Town issues the first payment. The insurance binder must name the "Town of Frenchboro" as an additional insured, and you must carry worker's compensation coverage for all employees and subcontractors.

6. Bills and Claims

As an independent contractor, you are solely responsible for all bills related to labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town will not reimburse these expenses.

7. Breach of Contract

If you fail to perform according to the terms of this contract, or do not accept direction from the Road Commissioner or Selectmen, or after warnings do not improve performance, such failure constitutes a breach of contract. In case of a potential breach, the Town (through its Selectpersons) will give you immediate oral notice, followed by a written summary when necessary. You are required to address the issues outlined in the verbal notice within a reasonable time frame, which may vary depending on the nature of the breach and road or weather conditions. If you do not comply, the Town may take the following actions:

- The Select Board, after consulting the Road Commissioner, may decide to reduce your compensation accordingly.
- The Select Board, after consulting the Road Commissioner, may terminate the contract by sending you written notice stating the reasons for termination. You will be paid for satisfactorily completed work to date, and the remaining funds may be used to secure another contractor to fulfill the contract's requirements.

8. Indemnification

You agree to hold the Town harmless from any claims for death, injury, property damage, or other losses arising from your performance under this contract. If such a claim is made against the Town, you will defend the Town and pay any indemnity for which the Town is held legally liable.

9. Supervision and Control

As an independent contractor, you are responsible for supervising and controlling your employees, agents, and equipment. The Town's Select Board and Road Commissioner retain the right to inspect all road maintenance operations, including snow plowing, sanding, salting, shoveling, and snow removal, and to notify you of any issues. The Select Board may order work to be completed satisfactorily as they determine, and may also set priorities for which roads or public spaces require maintenance.

10. Payment Arrangements

The Town will pay for plowing, sanding, salting, shoveling, and snow removal as detailed herein in three or more installments. Payment terms will be specified upon accepted bid. Payments will be made as follows:

Date	Amount (\$)
December 1, 2026	
January 15, 2027	
February 15, 2027	
March 15, 2027	
May 1, 2027	

11. Amendment, Severability, and Jurisdiction

This contract may be amended only with the written consent of both the Town and the contractor. If any part of the contract is declared void or unenforceable by a court, the remainder of the contract shall remain valid and effective. This contract is governed by the laws of the State of Maine.

In witness whereof, the parties or their authorized agents have executed this agreement on [insert date here], 2026.

Joseph Lunt, Selectperson Date

Chris Hodgkins, Selectperson Date

Snow Plowing Contractor Date

Jackie Mitchell, Selectperson

Date

Myron Lenfestey, Selectperson

Date

Larry Smith, Selectperson

Date