

7/21/13

To: Town Council

From: Betty Wassmundt

RE: Region 19 Service Agreement

I'm disappointed to read this Agreement and I urge you not to accept it as written. It's clear that Region 19 negotiated this Agreement as they should – in their interest as an arms-length transaction. It is equally clear that no one negotiated in the interest of this Town.

How is Part D, 1 f to be interpreted? "Minor road maintenance activities will be performed as required by the Region". Just what does that mean? What if a section of a road breaks up in some severe winter storm? Region 19 might well see that as minor maintenance. Can you argue that it's not? Is the town being reimbursed enough for this type of repair? The same thing can be said about Part D, 2 f. Parts D, 1 f and 2 f should be eliminated from this contract.

Part H is unacceptable. The town is doing this work at cost; there is no extra money built in to this contract to deal with liability. The town is doing a favor to Region 19; the town should have liability only for negligent acts, if that. Consider that town employees sanded an icy sidewalk in a workman like manner but a bit of ice remained. Consider that an older teacher slipped on this and broke a hip. With this contract, Mansfield would be completely responsible for any ensuing expense and law suits. That would be big money. Why would the Town Manager bring a contract like this in to you to sign? It's time that management worked in the interest of the Mansfield taxpayer. Clearly the Town Manager and the Town Attorney have not done so.

You should: 1. Terminate any further discussion about doing this work for Region 19 or, 2. Provide insurance adequate to cover any and all liability to this town resulting from doing this work with said insurance paid for by Region 19 as a part of the contract.

I urge you not to proceed with this contract; Mansfield does not need this job. But, if you do, along with the changes I've identified, you should include that all vehicles must be removed from the parking lots and roadways given any accumulation of snow just as you've done in the Motor Vehicle Traffic and Parking Ordinance. Consider if vehicles remain in the parking lot or roadways and a plow damages one of them; again, Mansfield is in for a lawsuit. How was the time required to plow a parking lot calculated? With vehicles in said lot or free of vehicles?

Why are you even considering this job? It doesn't make sense. If you must authorize Public Works to do this job, you have an obligation to the taxpayers to negotiate an arms-length contract which protects the citizens of this town. This contract does not do that.