

## **Town of Bristol, New Hampshire Winter and Inclement Weather Policy and Priorities**

Pursuant to RSA 231:92-a, the Bristol Board of Selectmen hereby establishes the following policy and procedure for winter and inclement weather road maintenance.

### **Part A: Policy Objectives.**

**1. Objective.** The Town of Bristol seeks to provide timely, efficient and cost-effective winter maintenance, snow removal, and ice control on the Town's public highways, bridges and sidewalks, for the safety and benefit of the Town's residents and the general motoring and pedestrian public.

**2. Procedure.** The objective stated in Section 1 may best be achieved by implementation and execution of the procedures and tasks outlined in Part B of this Policy, the Town's Winter Operations Snow Removal and Ice Control Procedures. Due to the many variables that are inherent in New England weather, each storm or weather event may require slightly different effort or emphasis on any number of maintenance tasks which, together, determine the overall winter maintenance, snow removal or ice control strategy.

**3. Level of Service.** It is not reasonably possible to maintain a snow- and ice-free road or sidewalk during a storm. The Town intends to utilize its best efforts, within the means available, to provide practical, safe access to homes, businesses, and municipal and other public facilities during and after winter storms.

(A) As a general policy, the Town will start to conduct snow removal operations upon accumulations of 2 inches of snowfall. The Road Agent may, at his or her discretion, based upon weather information reports or prevailing conditions, elect to not remove snow until greater or lesser amounts have accumulated.

(B) Notwithstanding any other provision of this policy, snow removal or road or sidewalk treatment operations may be suspended at any time when continuing operations would pose a hazard to persons or property.

(C) Pre-treatment and ice control may be implemented prior to, during, or after a storm, as determined to be most effective, noting that salt has a much slower effect on melting snow and ice at temperatures below 25 degrees Fahrenheit, and thus may not be applied until it is warmer.

(D) Sidewalk snow clearance will be conducted as soon as possible during winter storms, subject to availability of personnel, and the need to maintain safe roadways will generally take priority. Property owners may assist the Town in sidewalk safety by clearing snow from sidewalks in front of their properties, provided that the snow so removed is not placed in the streets.

**4. Direction.** The Bristol Road Agent, or the Road Agent's designee, shall direct all winter maintenance activities for the Town.

**5. Implementation.** This policy, including the standard operating procedures set forth in Part B, is intended to serve as the normal procedure for winter maintenance, snow removal, and ice control for the Town of Bristol. One or more of the following events or circumstances, which may delay or prevent the implementation of this policy, may affect all or any part of normal operating procedures:

- Equipment Breakdown
- Snow Accumulation in Excess of One Inch per Hour
- Freezing Rain or Other Icing Conditions
- Traffic Congestion
- Emergencies
- Personnel Illness
- Other Events beyond the Reasonable Control of the Town

**6. Notice.** This policy may be posted in appropriate public places in the Town as determined by the Selectmen. All residents are encouraged to familiarize themselves with the contents hereof as it describes conditions that one might expect to encounter before, during and after a winter storm event.

**7. Adoption.** This policy and the accompanying Part B, encompassing standard operating procedures, have been adopted by the Bristol Board of Selectmen on \_\_\_\_\_, 2005.

## **Part B:**

### **Town of Bristol, N.H. WINTER OPERATIONS**

#### **STANDARD SNOW REMOVAL AND ICE CONTROL PROCEDURES**

(Includes Public Highways, Bridges, Sidewalks, and Parking Areas)

**1. EQUIPMENT and PERSONNEL:** The assets available for winter snow removal and ice control are established within the parameters of the annual budget approved by the Town. In formulating the budget, the Town seeks to allocate sufficient funds for this purpose, but variable weather conditions may make budget projections inaccurate. When weather conditions require additional funds beyond those available in the budget, the Town will undertake such actions as are reasonably necessary to address such conditions, but the Town is bound by law to follow certain legal requirements and procedures that may delay the immediate availability of funds for responses. The Highway Department utilizes available assets of the Department as needed to address snow emergencies. The Town of Bristol has 5 full-time personnel available for winter maintenance operations [and contracts with independent plowing services for additional plowing as appropriate.]

**2. ROUTES:** Currently, the Town is divided into 4 major plow and/or treatment routes as specified in Appendix A. The Town's available equipment is assigned to a plow route as stated in Appendix A.

The Town uses a backhoe to load trucks during winter operations. This backhoe is also used to load snow or push back snow at intersections to create better lines of sight.

Plow routes may be altered from time to time for more efficient snow removal or cost efficiencies. The Road Agent shall notify the Town Administrator and relevant personnel of such changes. Limited, temporary changes made in accordance with this section do not require approval of the Town Administrator or Board of Selectmen, unless specifically advised to the contrary.

**3. MATERIALS:** The Town bases its annual budget for snow removal materials in part on past usage and estimated weather forecasts. In recent years, the Department has used approximately 500 tons of rock salt (or other de-icing agent) and 2000 cubic yards of sand each season. The sand is used as an abrasive and is applied to the road to improve traction for motor vehicles. Salt is employed as de-icing and anti-icing agent. The estimated annual supply of sand is purchased each year, mixed with salt and stockpiled inside the Highway Department's storage building. Rock salt is purchased as needed, with a limited quantity of approximately 60 tons stockpiled by the Highway Department. Unless weather conditions require a different approach, winter maintenance routes are treated with a mixture of sand and salt, generally with a minimum amount of salt to prevent freezing of the mixture. The mixture may be adjusted according to the nature of the storm with additional salt if needed. The mixture is applied to the traveled way. At the beginning and at the conclusion of a storm, salt may also be applied to the center of paved roads where traffic traveling in either direction can work the material. The salt in conjunction with traffic action creates a solution intended to assist in melting snow and ice, and resisting snow and ice packing on the roadway. The road crown further assists with the spreading of the mixture. The sand/salt mixture, as well as salt itself, is effective only to approximately 25 degrees Fahrenheit. Other de-icing agents may be effective to lower temperatures, but cost and need for specialized equipment have forestalled their use at this time.

**4. COMMUNICATIONS:** The majority of the Public Works rolling stock is equipped with VHF band radios. Each plow and equipment operator is assigned a unique call number. Radios are also maintained at the Highway Department garage, and each operator may communicate with the Town Police and Fire Departments.

**5. SCHOOLS:**

(A) The Town is **not** responsible for clearing of snow and winter treatment of the School parking lot. On days when school is in session, winter road maintenance efforts are timed to coincide with bus routing and delivery of students to the extent reasonably practicable.

(B) School Cancellation. The School Superintendent, or designated official representative, may contact the Road Agent or Highway Department's designee to determine the condition of the municipality's roads in order to determine the advisability of students using school buses. The school representative(s) shall make the decision to cancel or postpone school for that day.

**6. PARKING:** The Town has adopted winter parking regulations. One purpose of this winter parking ban is to allow winter maintenance crews unobstructed snow removal and ice control routes, as much as possible, to maintain the maximum effectiveness of their efforts.

**7. PLOW ROUTE PRIORITIES:** With a total of approximately 35 miles of roads from which to remove snow and control ice, and having available only the equipment specified in Appendix B to handle this activity, the Highway Department has to assign priorities for winter maintenance route activity in order to maximize the effectiveness of its efforts in accordance with the following:

A. School Bus Routes. School bus routes are given first priority on school days. Plow routes are designed with the intent to provide snow clearing with one hour of the regular school bus schedule for that route.

B. Public Parking Areas. The public parking area at the Town Office will be plowed and skid resistant material will be applied as needed.

C. Fire Department. The Fire Station property will be plowed and skid resistant material will be applied as needed.

D. Transfer Station/Recycling Center. Transfer station personnel may be required to assist with the Town's general winter maintenance operations. If the facility is open during a storm/winter event, the Highway Department will plow the

facility as part of a plow route. If the facility is not open, it will be plowed as conditions and available resources warrant. Transfer station attendants will attempt to keep public areas reasonably clear of snow and ice, and maintain them with sand and other slip resistant materials, recognizing that it will often not be possible to maintain grounds free and clear of ice and snow.

E. Specific plow routes for the Town are listed in Appendix A; however, the routes, their priority and the timing of activities are all subject to variation or not being following or implemented as conditions warrant.

**8. ROADS AND SIDEWALKS NOT RECEIVING WINTER MAINTENANCE:** The Town of Bristol does not maintain a number of roadways, sidewalks and other areas as part of its winter maintenance activities. The areas not maintained by the Town include:

(A) Class VI roads.

(B) Private roads, driveways, and sidewalks.

(C) Roads, sidewalks and other areas maintained or within the jurisdiction of State, Federal or other units of government

**9. DAMAGE TO PRIVATE PROPERTY:** The descriptions of immunity and potential liability in this section are not intended to waive any immunity or to extend any liability that may exist under law; but are intended solely for convenience.

(A) The Town of Bristol assumes no responsibility for damage to private property that is located within the public right-of-way as such property is deemed an encumbrance that is not permitted to be located in the right-of-way. The right-of-way is often 50' wide, and land within the right-of-way may be mistaken by property owners as their own property. In many cases, the right-of-way may extend 10' to 20' either side of the paved or graveled surface of a road. Homeowners sometimes may extend lawns, plant trees or shrubbery, place mailboxes, or erect fences or stone walls in these areas, which might be intended to improve appearance, but which may obstruct or interfere with maintenance being conducted on the roadway, including winter maintenance.

(B) In the event of property damage occurring as a result of winter maintenance activities conducted by the Town of Bristol, the Town may be held responsible only for damages as allowed by law arising from negligence or other fault properly attributable to the Town. In any event, the Town will not be responsible for the repair or replacement of damaged property that is within the public right-of-way, whether located on private or public property, or which is the result of negligence or fault attributable to others.

(C) The Town will also not be responsible for damage to any vehicle which may be damaged during winter maintenance if the vehicle is parked in violation of any State law or local regulation, including any winter or snow removal parking limitation periods, or is otherwise improperly or imprudently located or operated.

**10. PLACEMENT OF SNOW IN RIGHT-OF-WAY.** No snow is to be shoveled, blown, plowed or placed, by any means, onto Town streets or sidewalks or across roadways to the opposite side snow banks, unless it is immediately cleaned up and removed so as to eliminate any hazard or danger to the public or to Town vehicles.

**11. ROADWAY OBSTRUCTIONS:** If any pedestrian or vehicle or other item interferes with snow removal operations, the Town's personnel will seek the cooperation of the person or the owner of such item to remove it immediately. If the owner cannot be readily located or if the owner refuses to cooperate, the Town vehicle operator shall contact the Town Police Department for assistance. Operators should not attempt to confront owners with regard to such matters.

**12. POST STORM OPERATIONS:** As determined by the Road Agent, snow banks resulting from previous accumulations may be pushed back, or shelved, using the plow and wing of suitable equipment to make space for future snow storms.

**13. SNOW REMOVAL FROM TOWN ROADS:** During the initial stages of a storm, Town highways will be plowed and receive surface treatment as appropriate in accordance herewith. As parked vehicles are removed from streets, snow removal equipment may swing wider through the street to push back accumulated snow.

(A) Any vehicles which violate winter parking regulations are subject to ticketing and towing. Any vehicle which otherwise interferes with the reasonable efforts of the Town's winter maintenance is subject to removal, after reasonable attempt to notify the operator, if possible.

(B) Snow removal operations may be delayed or ended in areas where vehicles are improperly parked or where they might interfere with snow removal operations.

(C) The Town is not responsible for damages to such vehicles arising out of winter maintenance operations or as a result of towing.

**14. SIDEWALK SNOW REMOVAL:**

(A) Sidewalk snow clearance generally will not begin until all other street snow removal operations are in progress.

(B) If sufficient personnel are not available to conduct sidewalk snow removal operations, as well as street clearance, the streets shall take priority.

#### 4. Sample Agreement for Independent Snow Plow Contractors

[Note: This sample is provided as an informational tool only. Members are strongly urged to have any legal document, including a contract such as this, reviewed by legal counsel.]

Agreement made this \_\_\_ day of \_\_\_\_\_, 200\_, between the (Town/City/District) of \_\_\_\_\_, a New Hampshire Municipal Corporation, with a place of business at \_\_\_\_\_, (“MUNICIPALITY”) and (full legal name of contractor), a (form of business: corporation/partnership/individual), of (legal place of business), (“CONTRACTOR”).

WHEREAS, MUNICIPALITY seeks to utilize the services of one or more independent contractors to perform winter maintenance tasks on its public roads (and/or other public areas, e.g); and

WHEREAS, CONTRACTOR seeks to perform such services; and

WHEREAS, the parties wish to specify the terms and conditions under which such services will be provided.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

1. **Nature of Agreement.** The purpose of this Agreement is to state the terms and conditions under which CONTRACTOR will provide winter maintenance services as described in Section 3 for MUNICIPALITY for the premises listed in Section 4 of this Agreement.
2. **Length of Agreement.** This Agreement will take effect upon its execution and will remain in effect until (insert a specific date). The obligations of this Agreement regarding indemnification and liability shall remain in effect as stated in the appropriate sections of this Agreement. MUNICIPALITY’s obligations to make payments under this Agreement is limited to funds legally available for the purposes of this Agreement.
3. **Services Provided.** CONTRACTOR shall perform the following winter road maintenance tasks for MUNICIPALITY during the term of this Agreement:  
  
*(HERE LIST TASKS, E.G., PLOWING, SANDING AND SALTING OF SNOW REMOVAL, ETC.)*
4. **Premises.** The premises on which CONTRACTOR shall provide such services are:  
  
*(HERE LIST ROADS, ROUTES, SIDEWALKS, PARKING LOTS, ETC.)*
5. **Equipment/Materials.**
  - A. CONTRACTOR shall provide the following equipment and materials:
    1. Truck (describe in detail – or equivalent vehicle acceptable to MUNICIPALITY);
    2. Plow blade and attachment;
    3. All fuel, oil, and other items necessary or desirable for the operation of the truck., including maintenance.
  - B. MUNICIPALITY shall provide sand, salt and other de-icing materials.
6. **Manner of Performance.**
  - A. *Mutual Obligations.* Both parties shall adhere to the MUNICIPALITY’s inclement weather road maintenance and treatment policy as currently in effect and as may be amended during the term of this Agreement.
  - B. *CONTRACTOR Obligations.* CONTRACTOR shall:
    1. Assure that all equipment and materials used in the performance of this Agreement are in safe and proper operating condition.
    2. Follow best practices in the performance of tasks under this Agreement.

3. Not use any equipment or materials provided by the MUNICIPALITY for any purpose other than the performance of tasks under this Agreement.

4. Utilize only vehicle operators properly trained and certified for the performance of tasks under this Agreement and identified on a list approved by the MUNICIPALITY.

5. Keep insurance in place as required under section 9 of this Agreement.

6. Submit detailed invoices showing services provided as required by section 8 of this Agreement.

C. *MUNICIPALITY Obligations.* The MUNICIPALITY shall:

1. Promptly advise CONTRACTOR of any change in its inclement weather road maintenance and treatment policy.

2. Promptly notify CONTRACTOR of any complaint or concern raised as to the CONTRACTOR's performance under this Agreement.

3. Provide sufficient sand and deicing materials for the performance of tasks under this Agreement in accordance with applicable policies and within the limits of available funds.

**7. Compensation.** CONTRACTOR shall be compensated for services provided under this Agreement as follows: (The details of subsections A - D will vary by municipality and will depend on the specific terms negotiated. Subsection E is desirable.)

A. Lump Sum, if any

B. Variable Payments

C. Timing of Payments and submission of invoices if needed for variable payments.

D. Interest on Late payments, if any

E. If it appears that the amount appropriated for the purposes of this Agreement will be insufficient, the Parties will meet to discuss modification of services or the manner in which additional moneys will be obtained to pay for such services. In no event will the MUNICIPALITY be obligated to pay funds which are not legally available for payment under this Agreement. If services are provided when funds are not available, the MUNICIPALITY's Board of Selectmen will make all reasonable effort to obtain funding under applicable law.

**8. Liability/Indemnification.** To the extent possible under law, the MUNICIPALITY retains all immunity and limits on liability relating to the performance of services under this Agreement and the parties do not intend, by entry into this Agreement, to waive or otherwise relinquish any such immunity or liability limits. To the extent that any liability for damages for property damage, personal injury, or bodily injury, including death, may arise out of the performance of this Agreement, CONTRACTOR agrees to indemnify and hold harmless the MUNICIPALITY for any such liability, claims, or demands, including legal expenses, resulting from conduct of, or attributable, to the CONTRACTOR and its agents, officers, and employees.

**9. Insurance.** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect liability insurance protecting against property damage, personal injury, and bodily injury including death, in the amount of \$ \_\_\_\_\_ per person and \$ \_\_\_\_\_ per incident. Such insurance shall name the MUNICIPALITY as an additional insured and may not be cancelled except upon 30 days' prior written notice, including notice to the MUNICIPALITY. Such insurance shall provide coverage for claims arising during the period of this Agreement. The provision of insurance under this Agreement and the obligation to indemnify MUNICIPALITY are not intended to waive any immunity or limit on liability that exists under law, whether as a result of RSA 507-B, RSA 231:90 - :95, including 231:92-A, or common law. The insurance and indemnification requirements of this Agreement are intended solely for the protection of parties hereto who may be liable under existing law and are not for the benefit of third persons.

**10. Miscellaneous.**

A. *Termination.* Either party may terminate this Agreement by providing written notice of intent to terminate at least \_\_\_\_ days in advance of such termination. (Insert any penalty or liquidated damages which may

be payable for early termination by either party without cause.) MUNICIPALITY may terminate this Agreement for cause upon such notice as it deems sufficient. Cause for termination includes, but is not limited to, failure of CONTRACTOR to comply with the MUNICIPALITY's inclement weather road maintenance and treatment policy, failure to use safe and properly maintained vehicles and equipment, improper use or storage of sand or deicing materials, negligent or careless performance, excessive property damage, and use of unqualified or untrained vehicle or equipment operators.

B. *Communications/Notices.* All communications involving the administration and performance of this AGREEMENT shall be directed to (insert names or titles, as appropriate). Notices of Termination and other Notices under this Agreement other than administrative communications shall be in writing and shall be sent to (list names or titles, as appropriate).

C. *Amendment.* This Agreement may be amended only in writing executed by (list individuals authorized to amend).

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials or agents, on the date indicated above:

MUNICIPALITY of \_\_\_\_\_  
BY \_\_\_\_\_

CONTRACTOR  
BY \_\_\_\_\_

(Insert appropriate contract acknowledgement language.)

## **5. Municipal Road and Sidewalk Liability**

### **Avoiding or Lessening Liability Through Preventive Policies**

[Note: The adoption of a policy such as this may demonstrate that the municipality is undertaking reasonable preventive practices. Even if a policy is not adopted, it is recommended that a municipality undertake actions as suggested in this sample policy. A policy is preferred as this may invoke "discretionary immunity" as discussed in the presentation.]

*As part of the obligations of the Municipality of \_\_\_ to carry out its responsibilities and duties of maintaining class V (and IV) roads and public sidewalks in accordance with RSA 231:90 - 231:93, the (Council/Board of Selectmen/Manager/Board of Commissioners) adopts these policies:*

1. **Purpose and Intent.** In 1991, the New Hampshire Legislature enacted laws to more clearly specify the conditions under which a municipality may be held liable for insufficiencies in highways and sidewalks which the municipality is required to maintain. The purpose of this policy is to adopt and implement procedures to comply with those statutory changes and to carry out the \_\_\_\_\_'s obligations in a reasonable and meaningful way within the limits of available resources.

2. **General standards.** The \_\_\_\_\_ will make reasonable attempts to keep all its class V (and IV) roads and public sidewalks free from insufficiencies as defined by RSA 231:90, II. Because of the nature of the municipality and the (insert exact number of) miles of maintained roads and sidewalks which it contains, the \_\_\_\_\_ cannot practically assure that all roads and sidewalks will be safe and free from defects of all kinds. Many roads are "rural" roads that are often unpaved and "rough." [Describe sidewalks, if appropriate]. While the \_\_\_\_\_ will make reasonable efforts to assure that roads are safely passable by normal passenger vehicles traveling at safe speeds under existing conditions, and that its sidewalks may safely be used by prudent pedestrians, the \_\_\_\_\_ expects that operators of motor vehicles and pedestrians will exercise due caution and common sense to prevent injury to persons (including themselves) and damage to property, including vehicles.

3. **Road Classification.** To assist operators in safely using roads, the Road Agent, in cooperation with the (Council/Selectmen/Manager/Commissioners), shall inspect and review the existing Municipality road system.

(A) Roads shall be classified according to the following standards:

- thoroughfares
- local service roads
- rural or scenic roads
- limited use roads
- roads closed to passenger vehicles.

(B) The classification of a road under paragraph (A) shall not be deemed to guarantee that the road is sufficient at any given time for use as indicated nor that the road will be maintained to any given standard. Instead, the classification is merely an indication of the general quality of the road and the type of maintenance it usually receives. [NOTE: An additional internal policy may specify the type of maintenance/inspection that each class of road will receive.]

(C) The classification of existing roads shall be completed by \_\_\_\_\_, 200\_. Upon completion of the classification, the Selectmen/Municipality Manager shall determine the feasibility and wisdom of posting all or a portion of the road system to indicate road classifications as so designated.

(D) When this review is undertaken by the municipality, as part thereof, the Road Agent shall post any roads or sidewalks or segments thereof which are observed to contain potential safety hazards that are not reasonably discoverable or avoidable by a prudent user. The (\_\_\_\_\_) shall determine if it is necessary to take further action beyond posting which determination shall be within the discretion of the municipality's governing board.

4. **Notices of Insufficiency.** This section identifies the municipality's standard procedures for handling notice of insufficiency in accordance with RSA 231:90 - :92. These procedures are in addition to the municipality's inclement weather policy adopted pursuant to RSA 231:92-a and are not intended to replace or impose a higher standard of care than that stated in said policy. Only a notice which conforms in all respects to RSA 231:90 and this policy shall be deemed to comply with said statute.

(A) In accordance with RSA 231:90, a written notice of insufficiency must be delivered to [one of the Selectmen or village district commissioners] or the municipal road agent (or other title, e.g., public works director) [or in a city, the mayor or street commissioners) with a written copy of the notice provided to the municipal clerk. In addition, the municipality hereby delegates the authority to receive notices on behalf of said officials to [insert, for example, staff in the municipal office.] The notice must be signed by the individual(s) providing the notice, and shall contain each signer's name printed legibly, along with the signer's address and telephone number of other means of contact. In addition: the notice shall:

- (1) Contain the date and time of the notice
- (2) Contain the date and time at which the insufficiency was observed;
- (3) Describe, at least in general terms, the location of the insufficiency with such detail as may permit it to be found without undue difficulty;
- (4) Describe in reasonable detail the nature of the insufficiency.

(B) The municipality will provide forms upon which notices of insufficiency may be filed, but an individual need not use that form if the notice conforms to the requirements of law and this policy.

(C) The municipality encourages other municipal officials and employees who may receive notice of an insufficiency to advise individuals to report the insufficiency as required by law and to advise appropriate officials of conditions called to their attention. However, the municipality cannot assure that any notice which is provided in a manner other than that specified for a formal notice under this section will actually be received by the appropriate official/employee and therefore must require that notices be provided as required by law and this policy.

(D) Upon receipt of a notice of insufficiency, the individual receiving the notice shall first indicate on the notice or an appropriate form the exact time and date on which the notice is received and the identity of the person with whom it is filed. Upon receipt, the \_\_\_\_\_ shall determine if the notice conforms to the requirements of this policy and the law. It is the municipality's intent to implement action to investigate any claimed notice of insufficiency which is reasonably identified in a notice even if the notice does not formally conform to the requirements of law and this policy, but the municipality does not thereby waive any immunity or limit of liability which otherwise would apply.

(1) As soon as practicable, a determination shall be made as to whether an insufficiency exists. If it is determined that no insufficiency exists, the \_\_\_\_ shall promptly advise the person filing the notice, and shall include a statement of the reasons why no insufficiency exists.

(2) If an insufficiency is found to exist, the municipality shall take one or more of the following actions as appropriate to the circumstances and shall, at an appropriate time, notify the person filing the notice of the actions taken or planned.

(a) If the insufficiency was temporary and no longer poses a hazard, the \_\_\_\_ shall determine the likelihood of another occurrence and what action, if any, is required to prevent or post danger signals warning of such conditions. In most such cases, the posting of danger signals is not required unless there is a reasonable likelihood of a recurrence of the insufficiency.

(b) If the insufficiency is not temporary, the \_\_\_\_\_ shall as soon as practicable post danger signals warning of the insufficiency. Within 72 hours after receipt of the notice of insufficiency, the \_\_\_\_\_ shall develop a plan to remedy the insufficiency. The plan shall be implemented in good faith within a reasonable time. If the insufficiency is not immediately remedied, appropriate danger signals shall be continued. The municipality may take reasonable interim action and shall determine if danger signals continue to be required. The reasonableness of any proposed remedy must consider the requirements that the expenditure of municipal funds may be made only in accordance

with proper procedures.

5. **Municipal Observations and Inspections.**

(A) **Scheduled and Regular Inspections.** As part of its routine road and sidewalk maintenance, the municipality conducts periodic inspections of their condition.

(B) **Actual Notice Observations.**

(1) In accordance with RSA 231:92, I (b), any official or employee designated in subparagraph (5) (B) (2) of this policy who has actual notice or knowledge of an insufficiency by means other than a written notice filed in accordance with section 4 of this policy, shall promptly report such insufficiency to \_\_\_\_\_ who shall take the same action as would be taken if the insufficiency was reported by formal written notice.

(2) The employees/officials required to act under subparagraph (5) (B) (1) are the following: (selectman/commissioner/mayor/the municipal manager or municipal administrator/municipal clerk/ any on-duty fire or police personnel/road agent/public works director).

(C) **Casual Observations.** Only knowledge by or notice to those officials or employees designated in paragraph (5) (b) shall impose an obligation to act as provided by RSA 231:92. While the municipality is not designating or authorizing any other municipal officials and employees to receive notice or otherwise commit the municipality to act, in the interest of safety and efficiency, all municipal officials and employees are encouraged to be observant of highway and sidewalk conditions and to advise \_\_\_\_\_ if they observe any conditions which they believe might pose a problem. Any such advice provided to the municipality shall not constitute formal or actual notice or knowledge on the part of the municipality unless made in accordance with section 4 or an official designated in paragraph (5) (B) (2) has actual knowledge of an insufficiency through personal investigation or observation.

6. **Inclement Weather Practices.** In accordance with RSA 231:92-a, insufficiencies or hazards caused by snow, ice, or other inclement weather shall be handled pursuant to the municipality's inclement weather policies and procedures.