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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
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March 23, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Ski Area to make a **Retroactive** payment to Absolutely Clean Window Washing (VC #347697), Monticello, NH, in the amount of $14,087.50 for emergency ice dam removal at Cannon Mountain Ski Area per invoice dated February 25, 2021. 100% Other Funds (Agency Income).

Funding is available in account, Cannon Mountain, as follows:

	FY 2021
03-035-035-351510-37030000-103-502664 Contracts for Op Services	$14,087.50

EXPLANATION

Our need to have a highly-used building's roof cleared of the snow and ice to prevent damage and alleviate safety concerns necessitated immediate action. The payment of this emergency service invoice exceeds the allowed annual vendor threshold amount of $10,000. For this reason, the Department is seeking retroactive approval in order to make payment to this very small local vendor.

Largely due to the impact of the COVID-19 pandemic, Cannon Mountain Ski Area has spent the entirety of the winter season running short-staffed and concentrating very heavily on everyday operations, with line employees switching between departments as needed and managers working in line staff roles with increasing regularity. The roof clearing crew typically comprised of offseason snowmakers, plowing crew members, and parking crew members has not materialized, as such team members had already been moved to their next assignment on lift operations.

The ice dam condition that started back in December and January with warmer temps became a sudden and major concern in late February with the rainstorms, subsequent plummeting of temps, and the inevitable interior leakage and very dangerous ice dam overhangs. The decision was made to call an outside contractor. One declined the project, a second was unavailable, and the third was available immediately at a cost of $575 per machine hour and an estimated 3-4 hours of machine time. What was estimated in good faith to be an under $2,500 project swelled in time and manpower due to the severity of the project to 13.5 hours with multiple machines, ultimately exceeding $14,000.

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

Ice Dam Steaming

ABSOLUTELY CLEAN WINDOW WASHING

PAYMENT AGREEMENT, WAIVER & PRE-LIEN NOTICE FOR ICE DAM STEAMING & ROOF SNOW REMOVAL

This payment agreement, liability waiver and pre-lien notice is a legal and binding document in a court of law once signed. By signing this document, you agree to pay for our snow removal/ice dam removal services in full upon completion. You agree to pay by check, cash, credit card or Paypal. An additional 3% will be added to the total for Paypal and credit card payments. We have already discussed the hourly rate of ($5.75 *per hour per machine*) with you prior to performing services on your property. We will be using (2) machine(s) on your site today. We have also discussed our one hour minimum for snow removal and or our two-hour minimum for ice dam steaming. By signing this contract, you agree to accept our hourly rate per machine and minimum number of hours we charge. You also agree to pay this hourly rate from the time we begin work until the time we complete your job. The clock will begin immediately after this contract is signed and end when our equipment is secured on the truck. If you have questions prior to signing this contract please call the owner Jesse Lofgren at 612-919-4185.

By signing below, you agree and understand that low pressure steam cannot damage roofing materials. You agree that Absolutely Clean Window Washing cannot see the condition of your roof prior to the service due to the snow and ice, therefore you agree that Absolutely Clean Window Washing is not responsible for any damages. Many roofs we steam have signs of previous damage from improper ice and snow removal practices such as hammers etc. You also agree to release Absolutely Clean Window Washing, its owner and all employees from any and all liability for property damage or personal injury incurred because of this service. By signing below, you assume all responsibility for any damages or injury involved with snow and ice dam removal and are willing to release the owner, the company and its employees from any dispute that may involve damage or injury. By signing below, you agree that Absolutely Clean Window Washing, its owner and its employees are exempt from all responsibility for any damages that may arise from the snow and ice dam removal service.

Pre-Lien Notice: By signing this contract, you are agreeing to receiving this pre-lien notice. This pre-lien notice is required by law and is hereby given to inform you that if you neglect to pay for our services, we can legally file a lien against this property for any amount owed for the services we provide at this address.

I (Print Full Legal Name) GEORGE LEMERISE agree that I am the property owner or representative of the property entitled on their behalf to make payment and agree to the waiver and pre-lien notice for those services at the following address:

(Full Property Address) 2660 Profile Rd Franconia NH

(Signature) X George Lemerise (Phone #) _____ (Today's Date) 2/25/21

*After customer completes form above, employee will complete applicable part of form below prior to start. When work is done complete the rest of the form.

Property Address:
2660 Profile Rd
Franconia NH

Notes: 8-11am 2 machines 3@150=345.00
11-1:30pm 1 machine 2.5@575=1437.50
1:30pm-9:30pm 2 machines 8@150=9200
14087.50

Start Time 8:00 AM/PM (circle one) **Stop Time** 9:30 AM/PM (circle one)

Total Number of Hours Worked Below (rounded up or down to the nearest 15 minutes)

13.5 Total Hours (x hourly rate of $ 5.75 hour x number of machines used 2 + 3% if paying by card or Paypal) = Total Price Owed $ 14087.50

Employee Signature X [signature] (Today's Date) 2/25/21