

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, Oct 14, 2013

HELD: Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee

The Select Board reserves the right to make changes as deemed necessary during the meeting. Please limit your speaking time to 15 minutes.

1. Call to Order - 6:00 pm
2. Public Comment
3. Public Hearing on acceptance of Hazard Mitigation Grant in the amount of \$8053.46 from the NH Dept. of Homeland Security and Emergency Management/FEMA for costs incurred during the February 8-10, 2013 Snowstorm ("Nemo") and expenditure of same.
4. Dr. James C. Morse, Sr., Superintendent – ORCSD Tuition and Re-Districting Update
Update the Board and Town on where they are with the tuition issue and re-districting of the elementary schools
5. Chairwoman Katrinka Pellecchia; Paul Gasowski; Zachary Smith, LPLCC Building Committee – Construction Manager Recommendations
Provide the Board with an update on the five candidate interviews and recommendation for the project
6. President Frank DeRocchi, Lee Fireman's Association – Rededication of the Lee Fireman's Monument
7. Director Frank DeRocchi, Emergency Management – Code Red Status Update and Usage Options
8. Frank DeRocchi, Lee Fair Committee – Recap of Lee Fair Activity and Future Planning
9. Frank DeRocchi – SB2 Problems and Issues
CIP should not be "bundled" into one Warrant Article; Warrant Articles should be worded carefully
10. Selectwoman Carole Dennis – Little River Park Pavilion
Discuss using funds left over from WA8 2013 Multi-Purpose Field to build Pavilion at Little River Park
11. Town Administrator's Report
 - Christmas Lights
 - Noble Farm – TA agent for closing
 - Miscellaneous
12. Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

Cemetery Lot Deeds
Police Dept. Highway Safety Grant Application
Cook/Schultz Easement
Abatement Recommendation
Lee-Barrington 2012 Perambulation Report
Vacation Request – Randy Stevens

INFORMATION ONLY

Xfinity Fee Increase

13. Acceptance of Minutes – Minutes and Non Public Minutes from September 30, 2013
14. Acceptance of Manifest #7 and Weeks Payroll Ending September 15, 2013
15. Miscellaneous/Unfinished Business
16. Non-Public
 - a. RSA 91-A:3 II (d) – Noble Farm
 - b. RSA 91-A:3 II (c) – Tax Deeding
 - c. RSA 91-A:3.II (a) – Personnel Matter

17. Adjournment

Posted: Town Hall, Public Safety Complex, Transfer Station, Public Library and on leenh.org on Oct 11, 2013 at 12:00 pm

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: Oct 14, 2013

Agenda Item No. 3

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/14/2013

Agenda Item Title: Public Hearing- Acceptance of Grant

Requested By: Town Administrator Julie Glover Date: 10/10/2013

Contact Information: 603-659-5414

Presented By: Town Administrator Julie Glover

Description: Acceptance of Hazard Mitigation Grant in the amount of \$8053.46 from the NH Dept. of Homeland Security and Emergency Management / FEMA for costs incurred during the February 8-10, 2013 snowstorm ("Nemo") and expenditure of same.

Financial Details: \$8053.46

Legal Authority NH RSA 31:95-b

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the Hazard Mitigation Grant in the amount of \$8,053.46 and to utilize up to \$2,000 for the purpose of acquiring a satellite internet system for the Emergency Operation Center. Costs to include initial installation, monthly lease, maintenance, and internet service for FY14.



State of New Hampshire Department of Safety
John J. Barthelmes, Commissioner
Earl M. Sweeney, Assistant Commissioner
Homeland Security and Emergency Management
Perry Plummer, Director
Steven H. Temperino, Assistant Director



September 16, 2013

RECEIVED
SEP 30 2013
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Chairman, Board of Selectmen
Lee Town Office
7 Mast Rd
Lee, NH 03824

Vendor Code: 177231-B003

Dear Chairman:

Enclosed you will find a copy of your Project Application under Disaster **FEMA-4105-DR-NH**, which was declared on March 18, 2013. This disaster declaration resulted in authorizing the Public Assistance Program (CFDA # 97.036) for eligible applicants. A check or direct deposit to your financial account will be sent *separately* for **\$8,053.46**, representing the Federal share of the total approved eligible costs.

Funding Code: 12320000-500574

Please read the accompanying documentation very carefully. Attached are: 1) **Project Completion and Certification Report**, which should be dated, signed, and returned to this Agency once **all** projects are completed; 2) **P.2 – Project Application Grant Report** which list the applicant projects; and 3) **Subgrant Application-Entire Application** for the individual projects. The PW's provide information appropriate for each of the projects.

Also enclosed is a **Public Assistance Fact Sheet**, which may be useful in providing answers on frequently asked questions concerning the Public Assistance Program. To highlight a few issues, applicants have eighteen (18) months from the date of the declaration to complete permanent work on the projects. Any extension requests must be received by this agency sixty (60) days prior to deadline in order to be considered. In addition, the non-federal cost share commitment is being examined at this time.

Please be advised that if the cumulative total amount of federal funds from all granting agencies is \$500,000.00 or greater, you are required to submit an audit report of expenditures on this account to this agency. This procedure is required under the Single Audit Act of 1984 (Rev. 7/96) and OMB Circular A-133. An **Acceptance of Audit Requirements** form is enclosed and needs to be returned. All records on this account must be retained for a minimum of three years.

If there are any questions regarding your current disaster projects, audit requirements, or previous disaster accounts, please contact me for assistance at (603) 223-3655 or 1-800-852-3792. All correspondence should be directed to this office.

Sincerely,

Elizabeth Peck
State Coordinating Officer

Attachments

Invoice Number: 09162013LEEDR4105

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964



Capture Date: 08/02/2013 14:42

**Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4105-DR-NH**

Number of Records: 1

Applicant ID: 017-41460-00
Bundle #: PA-01-NH-4105-State-0005(4)

Applicant: LEE (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-NH-4105-PW-00091(0)	B	N	09-19-2013	10,737.94

Facility Number:

1

Facility Name:

Town of Lee

Location:

Town wide
WORK COMPLETED

The applicant took such actions as necessary to save lives, protect public health and safety, and protect improved property. The applicant's most critical needs began at 1:00 PM on 2/8/13 and extended for an eligible period of 48 continuous hours. The applicant's Public Works Department maintains 72 miles of roadway for snow and ice operations and 28 municipal properties (which includes 15 fire hydrants). Eligible work performed for this 48 hour time period includes plowing snow from roads/maintained areas and spreading of salt and other abrasives on roads/maintained areas over 10 passes. 2 employees are full time hourly employees so all overtime are eligible for reimbursement. 2 employees are temporary employees so regular time is eligible for reimbursement (FEMA Policy 9525.7). All documentation was reviewed / verified and found reasonable by the FEMA Project Specialist assigned.

DPW Dept. Totals; Labor OT: \$1,491.23, Material: \$900.31, Equipment: \$7,473.50, OT Hours = 66.00

DPW Dept. Totals; Labor Reg: \$726.00, Reg Hours = 67.50

Direct Administrative Costs \$146.90

Total Eligible amount of requested reimbursement: \$10,737.94

The Sub-grantee is requesting Direct Administrative Costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other Sub-grantee activities are not included in any approved indirect cost rates.

The applicant states they do not have snow insurance for this event.

The rates on the Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	10,737.94	0.00	10,737.94
Federal Share (\$)	8,053.46	0.00	8,053.46

PA-01-NH-4105-PW-00091(0) P	
Applicant Name:	Application Title:
LEE (TOWN OF)	KWLEEB1
Period of Performance Start:	Period of Performance End:
03-19-2013	09-19-2013

Subgrant Application - Entire Application

Application Title: KWLEEB1
Application Number: PA-01-NH-4105-PW-00091(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix
 First Name KENNETH
 Middle Initial
 Last Name WEISER
 Title
 Agency/Organization Name FEMA
 Address 1 15 Rye St.
 Address 2
 City Portsmouth
 State NH
 Zip 03801
 Email elizabeth.peck@dos.nh.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix
 First Name Caren
 Middle Initial
 Last Name Rossi
 Title
 Agency/Organization Town of Lee
 Address 1 7 Mast Rd.
 Address 2
 City Lee
 State NH
 ZIP 03861

Phone 603-396-5111
 Fax
 Email CRossi@leenh.org

Alternate Point of Contact Information

Prefix
 First Name
 Middle Initial
 Last Name
 Title
 Agency/Organization
 Address 1
 Address 2
 City
 State
 ZIP
 Phone
 Fax
 Email

Project Description

Disaster Number: 4105
 Pre-Application Number: PA-01-NH-4105-RPA-0007
 Applicant ID: 017-41460-00
 Applicant Name: LEE (TOWN OF)
 Subdivision:
 Project Number: KWLEEB1
 Standard Project Number/Title: 206 - Snow Removal/Emergency Protective Measures
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: KWLEEB1
 Category: B.PROTECTIVE MEASURES
 Percentage Work Completed? 100.0 %
 As of Date: 06-25-2013

Comments
Attachments

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	Town of Lee		Strafford		NH		No	

Comments
Attachments

Facility Name:	Town of Lee
Address 1:	
Address 2:	
County:	Strafford
City:	
State:	NH
ZIP:	
Was this site previously damaged?	No
Location:	PA-01-NH-4105-PW-00091(0): Town wide
Damage Description and Dimensions:	<p>PA-01-NH-4105-PW-00091(0): During the declared incident period of February 8th, 2013 through February 10th, 2013, the town of Lee's county had snowfall of record. If this county failed to exceed their snowfall of record, they met or exceeded the adjacent county's snowfall to qualify for FEMA disaster relief. It has been determined that it was beyond both local and state capabilities to adequately respond. Record or near record snowfall accompanied by icing conditions was deposited on public roads, Right of Ways, pedestrian walkways, parking lots, and other publicly maintained properties. Snow removal and spreading of salt and other abrasives were determined to be eligible emergency measures taken to save lives, protect public health and safety, and to protect improved property.</p> <p>The DPW was the only emergency responder to storm related incidents.</p>
	<p>PA-01-NH-4105-PW-00091(0): WORK COMPLETED</p> <p>The applicant took such actions as necessary to save lives, protect public health and safety, and protect improved property. The applicant's most critical needs began at 1:00 PM on 2/8/13 and extended for an eligible period of 48 continuous hours. The applicant's Public Works Department maintains 72 miles of roadway for snow and ice operations and 28 municipal properties (which includes 15 fire hydrants). Eligible work performed for this 48 hour time period includes plowing snow from roads/maintained areas and spreading of salt and other abrasives on roads/maintained areas over 10 passes. 2 employees are full time hourly employees so all overtime are eligible for reimbursement. 2 employees are temporary employees so regular time is eligible for reimbursement (FEMA Policy 9525.7). All documentation was reviewed / verified and found reasonable by the FEMA Project Specialist assigned.</p>

Scope of Work:	<p>DPW Dept. Totals; Labor OT: \$1,491.23, Material: \$900.31, Equipment: \$7,473.50, OT Hours = 66.00</p> <p>DPW Dept. Totals; Labor Reg: \$726.00, Reg Hours = 67.50</p> <p>Direct Administrative Costs \$146.90</p> <p>Total Eligible amount of requested reimbursement: \$10,737.94</p> <p>The Sub-grantee is requesting Direct Administrative Costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other Sub-grantee activities are not included in any approved indirect cost rates.</p> <p>The applicant states they do not have snow insurance for this event.</p> <p>The rates on the Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.</p>
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GIS Coordinates		
Project Location	Latitude	Longitude
Town wide	43.124696	-71.008158

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
KENNETH WEISER	06-25-2013	Miscellaneous		GPS	GPS.pdf(135.85 kb)	View

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	
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(Preferred) Repair								
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Cost Estimate	Action
1	0000	Work Completed						
2	9010	LABORER REGULAR TIME	1	HR	\$ 726.00	PERSONNEL	\$ 726.00	
3	9011	LABORER OVERTIME	1	HR	\$ 1,491.23	PERSONNEL	\$ 1,491.23	
4	9009	MATERIAL	1	LS	\$ 900.31	SUPPLIES	\$ 900.31	
5	9008	EQUIPMENT	1	LS	\$ 7,473.50	EQUIPMENT	\$ 7,473.50	
6	9901	DIRECT ADMINISTRATIVE COSTS (SUBGRANTEE)	1	LS	\$ 146.90	OTHER	\$ 146.90	
Total Cost :							\$ 10,737.94	

Insurance Adjustments (Deductibles, Proceeds and Settlements)								
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Cost Estimate	Action
Total Cost :							\$ 0.00	

Total Cost Estimate: <i>(Preferred Estimate Type + Insurance Adjustments)</i>	\$ 10,737.94
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Comments

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
KENNETH WEISER	06-26-2013	Miscellaneous		Labor	Labor costs and time sheets.pdf(661.42 kb)	View
KENNETH WEISER	06-26-2013	Miscellaneous		Equipment	Equipment costs.pdf(101.55 kb)	View
KENNETH WEISER	06-26-2013	Miscellaneous		Material	Material costs and historical pricing.pdf(76.58 kb)	View
KENNETH	06-26-					

WEISER	2013	Miscellaneous		Direct Admin	Direct Admin.pdf(39.99 kb)	View
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Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
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Comments
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Special Considerations		GPS.pdf
Cost Estimate		Labor costs and time sheets.pdf Equipment costs.pdf Material costs and historical pricing.pdf Direct Admin.pdf

Bundle Reference # (Amendment #)	Date Awarded
PA-01-NH-4105-State-0005(4)	08-02-2013

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY		
FEMA 4105 - DR -NH	KWLEEB1	017-41460-00	06-25-2013	B		
APPLICANT: LEE (TOWN OF)			WORK COMPLETE AS OF:			
			06-25-2013 : 100 %			
Site 1 of 1						
DAMAGED FACILITY:			COUNTY: Strafford			
Town of Lee						
LOCATION:			LATITUDE:	LONGITUDE:		
PA-01-NH-4105-PW-00091(0):			43.124696	-71.008158		
Town wide						
DAMAGE DESCRIPTION AND DIMENSIONS:						
PA-01-NH-4105-PW-00091(0):						
During the declared incident period of February 8th, 2013 through February 10th, 2013, the town of Lee's county had snowfall of record. If this county failed to exceed their snowfall of record, they met or exceeded the adjacent county's snowfall to qualify for FEMA disaster relief. It has been determined that it was beyond both local and state capabilities to adequately respond. Record or near record snowfall accompanied by icing conditions was deposited on public roads, Right of Ways, pedestrian walkways, parking lots, and other publicly						

maintained properties. Snow removal and spreading of salt and other abrasives were determined to be eligible emergency measures taken to save lives, protect public health and safety, and to protect improved property.

The DPW was the only emergency responder to storm related incidents.

SCOPE OF WORK:

PA-01-NH-4105-PW-00091(0):

WORK COMPLETED

The applicant took such actions as necessary to save lives, protect public health and safety, and protect improved property. The applicant's most critical needs began at 1:00 PM on 2/8/13 and extended for an eligible period of 48 continuous hours. The applicant's Public Works Department maintains 72 miles of roadway for snow and ice operations and 28 municipal properties (which includes 15 fire hydrants). Eligible work performed for this 48 hour time period includes plowing snow from roads/maintained areas and spreading of salt and other abrasives on roads/maintained areas over 10 passes. 2 employees are full time hourly employees so all overtime are eligible for reimbursement. 2 employees are temporary employees so regular time is eligible for reimbursement (FEMA Policy 9525.7). All documentation was reviewed / verified and found reasonable by the FEMA Project Specialist assigned.

DPW Dept. Totals; Labor OT: \$1,491.23, Material: \$900.31, Equipment: \$7,473.50, OT Hours = 66.00

DPW Dept. Totals; Labor Reg: \$726.00, Reg Hours = 67.50

Direct Administrative Costs \$146.90

Total Eligible amount of requested reimbursement: \$10,737.94

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The applicant states they do not have snow insurance for this event.

The rates on the Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Does the Scope of Work change the pre-disaster conditions at the site? Yes No	Special Considerations included? Yes No
Hazard Mitigation proposal included? Yes No	Is there insurance coverage on this facility? Yes No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	Work Completed	0/LS	\$ 0.00	\$ 0.00
2	9010	LABORER REGULAR TIME	1/HR	\$ 726.00	\$ 726.00
3	9011	LABORER OVERTIME	1/HR	\$ 1,491.23	\$ 1,491.23
4	9009	MATERIAL	1/LS	\$ 900.31	\$ 900.31
5	9008	EQUIPMENT	1/LS	\$ 7,473.50	\$ 7,473.50
6	9901	DIRECT ADMINISTRATIVE COSTS (SUBGRANTEE)	1/LS	\$ 146.90	\$ 146.90
				TOTAL COST	\$ 10,737.94

PREPARED BY KENNETH WEISER	TITLE	SIGNATURE
APPLICANT REP. Caren Rossi	TITLE	SIGNATURE

LEE (TOWN OF) : PA-01-NH-4105-PW-00091

Conditions Information

Review Name	Condition Type	Condition Name	Description	Monitored	Status
No Conditions					

Internal Comments

No.	Queue	User	Date/Time	Reviewer Comments
2	Award Review	SYSTEM	08-02-2013 01:49 PM GMT	ACCEPTED
1	<u>Initial Review</u>	LANCELOTTA JOSEPH	07-02-2013 06:36 PM GMT	7/2/2013 Backup documentation has been reviewed and is on file at the applicant's office. For auditing purposes, the applicant must retain records for a period of three years from the date of receipt of final payment. Joe Lancelotta, PAC

**ACCEPTANCE OF AUDIT REQUIREMENTS
DR 4105 (February 2013 Severe Winter Storm)**

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not need to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following agency:

NH Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305
Attn: Planning Section

The following is information on the next organization-wide audit which will include this agency:

1. Name of Grantee: _____

2. Audit Period (Grantee's fiscal or calendar year to be audited)

Beginning: _____
Date

Ending: _____
Date

3. Audit will be submitted to NH HSEM by (date must be no later than the ninth month after the end of the audit period):

Date: _____

Additionally, we have or will notify our auditor of the above requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. We will also ensure that all records concerning this grant will be kept on file for a minimum of 4 years from the end of this audit period.

Information concerning the OMB Circular audit requirements can be obtained at
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011

**FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR GRANT AWARD BEING
DELAYED AND/OR CANCELLED.**

Signatures:

Authorized Local Official

Print Name

Date Signed

Project Quarterly Report

Division of Homeland Security & Emergency Management

This form is required to be submitted on a quarterly basis for each Project. If you have any questions, please contact your Grant Program Manager at 603-223-3655 or 1-800-735-2964 at the Division of Homeland Security & Emergency Management (HSEM). This form can be faxed to HSEM at 603-223-3609. Failure to report on time can result in lose of funding for projects and future grant awards.

Identify the performance period for this report: (A separate form is required for each Quarterly Report.)

- July 1 to September 30 (report due to HSEM by October 15)
- October 1 to December 31 (report due to HSEM by January 17)
- January 1 to March 31 (report due to HSEM by April 17)
- April 1 to June 30 (report due to HSEM by July 17)

Applicant Name:		Telephone Number:
Project Coordinator / Representative:		Fax Number:
Disaster Number:	Project Number:	Today's Date:

Key dates and activity this quarterly report period accomplished: (for example, what major tasks were completed?)

Total project funds:	\$
Total federal grant funds expended to date:	\$
Total non-federal matching funds expended to date:	\$
Estimated additional funds required to complete project:	\$
Do you plan on exceeding the approved project amount? If Yes, explain above.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated cost overrun:	\$
Will you be requesting reimbursement for your cost overrun?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How complete is the project?	% Complete
What is the expected completion date of project:	

Note: (COST OVERRUNS ARE THE RESPONSIBILITY OF THE SUB-GRANTEE AND ARE NOT GUARANTEED TO BE PAID) The sub-grantee will submit projected cost overruns, with complete justification, to the program manager for approval immediately upon realization of the overrun expectation. If approved, the program manager will subsequently submit cost overruns of the approved grant amount, with complete justification, to the FEMA Region 1 for approval if necessary.

Additional comments about the project: Include any information about circumstances that could delay the estimated project completion date or an unexpected cost overrun.



Public Assistance Fact Sheet

This fact sheet is intended to answer the most common questions asked when an applicant receives a project worksheet for disaster assistance. If additional assistance is necessary, please contact New Hampshire Homeland Security and Emergency Management at 271-2231 or 1-800-852-3792.

Acronyms:

New Hampshire Division of Homeland Security and Emergency Management - HSEM
Federal Emergency Management Agency - FEMA

- ❖ **The Package** The accompanying package may include part or all of the following components:
 - ❖ **Project Listing Project Completion and Certification Report** This report will list each of the Project Worksheets, Categories, Title, and project description. When all projects are completed, the applicant uses this form for close out certification.
 - ❖ **Project Application Summary** This report lists all the projects accompanying the package. Information includes Project Number, Category, Approved Project Amount, and the Project Description of all the projects.
 - ❖ **PROJECT WORKSHEET (PW)** This report will describe all the information of the project and is divided into two parts:
 - ❖ **Part I – Identifying Information:** Highlights include Declaration Number, Project Number, Date, Category, Applicant, County, Damage Facility, and Percent (%) Complete at the time the Project Worksheet was written, Location, Damage Description & Dimensions, and the **Scope of Work**.
 - ❖ **Part II – Project Cost:** This section highlights the Costs associated with the Project, Cost Narrative, Quantity, Unit Cost, and Total Cost.
- ❖ **The Public Assistance Program** is cost shared between the Federal government, the State of New Hampshire, and the non-Federal interests (**applicant**). The Federal share is at a minimum 75%. The State share to the applicant will be determined after each disaster event.
- ❖ **Small vs. Large Projects** Project Worksheets (**PW**), or projects, are categorized by eligible costs. A **PW** is considered a large project if the total eligible costs are currently greater than \$63,200 (as of 10/01/2009). Small projects are therefore under \$63,900.

Payments for large projects are for actual costs only. Initial payment of a large project will be at a minimum 50% of the federal share plus the administrative allowance. If a larger percent of eligible work has been completed at the time the **PW** was written, then that amount will be paid. Additional payments will be made upon receipt to this agency (HSEM) of actual bills of the eligible work for the large project.

Small projects may be estimates or incurred costs. Unused funds from small projects need not be returned but may be used for any capital improvements that benefit the general public. Examples would be improvements to the damaged site or for other hazard mitigation projects with the intent of lessening the impact from future disasters.
- ❖ **If ZERO (\$0.00)** funding is indicated on the documentation, then a few possible explanations: a) no eligible costs are associated with the project; or b) the **PW** was suspended awaiting further action. Review the **PW** carefully for an explanation and if additional action is required by the applicant.

HughesNet Business Solutions

Professional Installation

SPEEDS
UP TO **15 Mbps!***

All HughesNet® Business Internet service plans are supported by equipment and a professional installation package designed for commercial business locations, such as office buildings, strip malls, gas stations, restaurants, and warehouses. The standard professional installation package includes everything listed below. In certain instances it may be necessary to do more than what is covered in the standard installation plan in order to ensure a proper installation. In these cases, additional installation fees can incur.

Find out why Hughes® has deployed over a quarter of a million enterprise installations and how these businesses are enjoying the benefits of HughesNet. Put the power of broadband in your business.



Included with Professional Installation

- 25' of soft ground cable trenching. Note: Conduit not included.
- Up to 150' of dual RG-6 cable from antenna to either PC or router
- Antenna system grounding up to 35'
- Connection to a single device, either PC or router

Antenna Mount Options (Determined by Installer)

- Outside wall mount or roof mount, or
- Non-penetrating roof mount, or
- 6' in-ground pole mount

Professional Installation	
Standard equipment and installation	\$499.00
Installation Extras If Needed**	
Tall out-of-ground pole 7'-10'	\$430.00
RG6 cable, non-plenum above 150' to 300'	\$0.75/ft
RG6 cable plenum up to 150' only where required	\$2.00/ft
Ground wire above 35' up to 100'	\$1.50/ft
Cable wire mold if required	\$4.30/ft
Core drilling through masonry or concrete walls up to 2 walls	\$75.00/ea
Cable Trenching above 35' up to 100'	\$4.30/ft
Power Strips/Surge Suppressors	\$30.00/ea

* Speeds up to 15 Mbps available with the Business 400 plan only. Available only through the EchoStar XVII satellite. Certain geographical areas are not covered by this satellite.

** List of possible installation extras is not comprehensive. For a complete description of what is and is not included in the Commercial and Enterprise installation packages, go to legal.hughesnet.com

For more information, contact Hughes at

1-877-337-3880 or visit business.HughesNet.com



business.HughesNet.com

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HughesNet
Gen4

HughesNet Business Solutions

Business Internet

SPEEDS
UP TO **15 Mbps!***

Take Your Business to the Next Level with HughesNet Gen4

Finally, your business can get **true high-speed connectivity**, even if you're located beyond the reach of DSL and cable. HughesNet® Gen4 brings the next generation of high-speed satellite Internet to you, with new business-grade service plans featuring speeds up to 15 Mbps*.



Whether you have a single office or you need to connect multiple branch locations, HughesNet Gen4 provides a **highly reliable, secure, always-on network** that gives you instant access to the critical business information and applications you need—whether it's email, point-of-sale transactions, Web pages, sharing files, and more.

HughesNet Gen4 Business Internet service is made possible by the new EchoStar XVII satellite, **the industry's most advanced high-capacity satellite**, with powerful Jupiter™ high-throughput technology. The satellite works seamlessly with the two-way satellite dish (antenna) that's typically mounted on the roof of your commercial

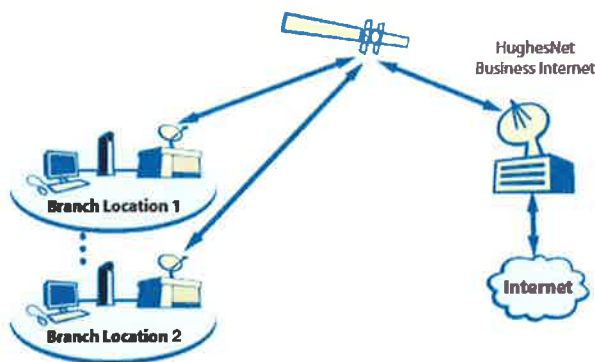
HughesNet Gen4 Satellite Broadband Internet Access for Business

- Get true broadband where you do business—even where DSL and cable cannot reach, and where T1 lines are too expensive
- Connect at speeds up to 15 Mbps*
- Choose from a range of service plans that can grow with your business
- Competitive pricing and flexible billing
- Business-grade installation and customer care

establishment and the satellite modem that links the antenna to your computer or network.

Built for growing businesses like yours, there are three HughesNet Gen4 Business Internet plans to choose from, depending on your business needs. All three plans come with fast download speeds and a generous monthly Anytime Data Allowance—**plus additional Bonus Bytes that can be used during off-peak hours (2am–10am)** for data-intensive tasks such as large file transfers or software updates. Each plan also comes with one full year of Express Repair Premium (an \$11.95/mo value), antivirus protection for up to three PCs, and numerous options for maintenance packages.

Plus, with HughesNet Gen4, you get additional features to help you manage your network usage. The Digital Life Now tools, including the Status Meter, let you check at a glance how much of your Data Allowance remains at any given time. HughesNet Gen4 gives you **more options and flexibility** to make the most of your high-speed network, so you can focus on running your business.



HughesNet Gen4 Business Internet Plans

	Business 200	Business 300	Business 400
Monthly Fee (24-month term)	\$79.99	\$99.99	\$129.99
Max. Download Speed ¹	10 Mbps	10 Mbps	15 Mbps
Max. Upload Speed ¹	1 Mbps	2 Mbps	2 Mbps
Total Monthly Data Allowance²	25 GB	35 GB	45 GB
- Anytime Data Allowance ²	10 GB	15 GB	20 GB
- Bonus Bytes (2am–10am) ²	15 GB	20 GB	25 GB
Express Repair Premium (12-month term)	Included		

Maintenance Package Options		
Next Business Day	8am-5pm	\$19.95 /month
Next Calendar Day	8am-5pm	\$22.75 /month
Same Day	12/7	\$25.75 /month
Same Day	24/7	\$27.75 /month

Equipment and Installation—Two Payment Options		
	Upfront	Monthly
Lease ³	\$99	\$14.99 /month
Purchase ³	\$499.99	N/A

HughesNet Gen4 Business Internet plans available only through the EchoStar XVII satellite. Certain geographical areas are not covered by this satellite.

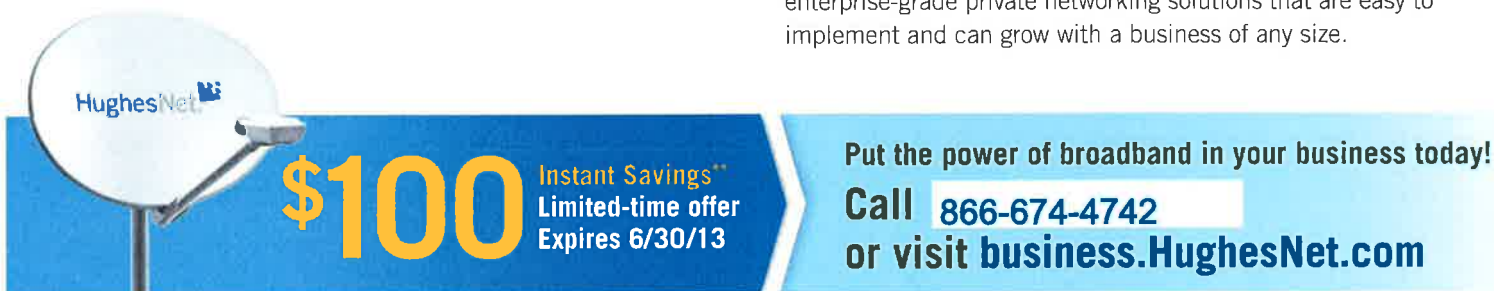
- 1 Stated speeds not guaranteed. Actual upload speed will likely be lower than speed indicated during peak hours. Download speeds may be temporarily slowed in cases when system usage exceeds the Data Allowance for an extended period of time. See the HughesNet Fair Access Policy for more information at legal.HughesNet.com.
- 2 To ensure fair Internet access for all HughesNet Gen4 subscribers, Hughes assigns a monthly Data Allowance to each service plan of the amount of data that may be downloaded or uploaded within a billing cycle. Visit legal.HughesNet.com to learn more.
- 3 Displayed Lease and Purchase pricing includes professional installation and a 24-month service term. See legal.HughesNet.com for details.

The Hughes Business Solutions Suite

In addition to primary broadband Internet access, Hughes has **additional business solutions** designed to meet the growing needs of your business. Our broadband backup access ensures that your business stays online even during a landline failure. Or select a Virtual Private Network (VPN) solution to provide secure networking between your locations. For information on additional business solutions, visit Business.Hughes.com.

Trust the Industry Leader

You know you can rely on HughesNet Gen4 Business Internet services because they come from Hughes, the world's leading provider of satellite broadband solutions, serving over a quarter of a million business locations nationwide. Hughes invented satellite Internet and has been delivering managed network solutions to Fortune 500 companies for almost two decades. From this enterprise experience Hughes has developed a **robust suite of new Internet access plans specifically tailored to smaller businesses**. Today Hughes is redefining the network with enterprise-grade private networking solutions that are easy to implement and can grow with a business of any size.



\$100 Instant Savings** Limited-time offer Expires 6/30/13

Put the power of broadband in your business today!
Call 866-674-4742
or visit business.HughesNet.com

* Speeds up to 15 Mbps available with the Business 400 plan only.

** \$100 instant savings applies to new HughesNet subscribers on Business 100, Business 200, Business 300 and Business 400 service plans. Offer ends 6/30/13. Other restrictions may apply. Offer void wherever prohibited or restricted by law.



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: _____

Agenda Item No. _____

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/14/2013

Agenda Item Title: ORCSD Tuition and Re-districting Update

Requested By: Dr. James C. Morse, Sr

Date: 10/8/2013

Contact Information: Wendy DiFruscio , 868-5100 X2002 or wdifruscio@orcscd.org

Presented By: Dr. James C. Morse, Sr. Superintendent

Description: Dr. Morse would like to update the selectmen and town on where we are with the tuition issue and re-districting of the elementary schools.

Financial Details: Not Applicable

Legal Authority Not Applicable

Legal Opinion: Not Applicable

REQUESTED ACTION OR RECOMMENDATIONS:

At this time this update would be informational only. I am not sure if Jim is planning on presenting anything, but if that changes I will contact you and provide you with the information.

Thank you.



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: __Oct. 14, 2013__

Agenda Item No. __5__

BOARD OF SELECTMEN

October 14, 2013 MEETING AGENDA REQUEST

(Meeting Date Requested)

Agenda Item Title: LPLCC Building Committee: Construction Manager Recommendation

Requested By: Katrinka Pellecchia Date: October 4, 2013

Contact Information: kbpellecchia@comcast.net

Presented By: Katrinka Pellecchia, Paul Gasowski, Zachary Smith

Description: We will provide the BOS with an update on the five candidate interviews and make our recommendation, which is Milestone Construction. We would like the Select Board to approve our recommendation so we can move forward with getting an accurate estimate of the construction cost of the LPLCC. We are attaching the RFQ and the RFP that Milestone provided. Audio recordings of the 10/1 interviews are available on the town website at http://media.leenh.org/?page_id=148, the 10/3 interviews should be available shortly.

Financial Details: Construction Management Fee will be 3.5% of the Guaranteed Maximum Price (GMP) and the estimated General Conditions are \$257,272. There will be no billing for preconstruction services.

Legal Authority NH RSA 41:11-a; 202-A:11
(Usually NH RSA or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the recommendation of the Library Building Committee and authorize the Library Trustees to execute a Construction Management contract with Milestone Construction as presented.

Denise Duval

From: Katrinka Pellecchia <kbpellecchia@comcast.net>
Sent: Friday, October 04, 2013 2:27 PM
To: Julie Glover; Denise Duval
Cc: Paul Gasowski
Subject: October 14 BOS Meeting Request
Attachments: BOS 10.14 Meeting Agenda Request.docx; Milestone Construction Management Proposal.pdf; Milestone_RFQ_Pkg.pdf

Hi, Julie --

Attached is a request for the Building Committee to be placed on the agenda for the October 14, 2013 Select Board meeting, and two supplemental documents -- the RFQ and the RFP submitted by the construction firm we are recommending for the job of construction manager on the LPLCC project. On the request I've also included a link to the recordings of the 10/1 interviews which are now on the town website; Paul told me that he has transferred the 10/3 recordings over to Denise.

Let me know if you need any more information,

Katrinka

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Construction Manager
Request for Qualifications
**Lee Public Library
Community Center**
Lee, New Hampshire

August 29, 2013



Milestone Engineering & Construction, Inc.
PO Box 2279, 1 Horseshoe Pond Lane
Concord, NH 03302-2279
Phone: 603.226.3877 | Fax: 603.226.3361
Email: frank@milestoneengcon.com
www.milestoneengcon.com

Table of Contents

- ➔ Cover Letter
- ➔ A305 Contractor's Qualification Statement
- ➔ Standard Insurance Coverage
- ➔ Performance and Payment Bond
- ➔ Work in Progress; References
- ➔ Experience with Libraries
- ➔ Experience Working with the Community
- ➔ Experience with Sustainable/Green Building Methods

August 28, 2013

Dennis Mires, P.A. The Architects
697 Union Street
Manchester, NH 03104

RE: Lee Public Library Community Center

Dear Dennis,

We are pleased to present this proposal for the renovations and additions to the Lee Public Library Community Center.

Milestone has a wealth of experience in the construction of libraries. We have worked with the towns of New Boston, Epsom, Candia, Fremont, and Alton to construct new or renovated libraries for their communities. On all these projects, we were hired early on as Construction Managers and worked with the building committee and the design team to bring their vision to reality.

Milestone can bring to the table the experience and the construction know how to deliver a successful project.

We present herein our qualifications.

Please feel free to contact us if you have any questions.

Sincerely,


Frank H. Lemay, PE
President

AIA[®] Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Dennis Mires, P.A The Architects
Dennis B. Mires, AIA President

ADDRESS:
697 Union Street
Manchester, NH 03104

SUBMITTED BY: Milestone Engineering & Construction, Inc.

NAME: Frank H. Lemay, President

ADDRESS: PO Box 2279, Concord, NH 03302-2279

PRINCIPAL OFFICE: Same

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable): Lee Public Library Community Center

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 25

§ 1.2 How many years has your organization been in business under its present business name? 25

§ 1.2.1 Under what other or former names has your organization operated?
None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: October 7, 1988

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

- § 1.3.2 State of incorporation: New Hampshire
- § 1.3.3 President's name: Frank H. Lemay
- § 1.3.4 Vice-president's name(s)

None

- § 1.3.5 Secretary's name: Joyce Lemay
- § 1.3.6 Treasurer's name: Frank H. Lemay

- § 1.4 If your organization is a partnership, answer the following:
 - § 1.4.1 Date of organization:
 - § 1.4.2 Type of partnership (if applicable):
 - § 1.4.3 Name(s) of general partner(s)

- § 1.5 If your organization is individually owned, answer the following:
 - § 1.5.1 Date of organization:
 - § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Milestone Engineering & Construction, Inc. is registered for business in the State of New Hampshire.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of New Hampshire

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Demolition, Rough Carpentry, Finish Carpentry, Doors & Hardware, and Specialties

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

There are no current or forecasted litigations, arbitrations or mediations against Milestone Engineering & Construction, Inc.

In April 2012, we filed Petition for Declaratory Judgment in order to have our insurer, Acadia Insurance, settle a loss caused by a subcontractor, on which the subcontractors insurance carrier refused to pay.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached "Work in Progress" List

§ 3.4.1 State total worth of work in progress and under contract:

\$11,257,620.00 See Attached "Work in Progress"

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached "Completed Project (Past 5 years)" List

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$17,786,382.00 (2008 through 2012)

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached Resumes

§ 4. REFERENCES

§ 4.1 Trade References:

Beacon Sales Company, 10024 South Willow Street, Manchester, NH 03103, 603-645-6898
Lavalley Building Supply, PO Box 267, Newport, NH 03773, 603-863-1050
Steve Hawes Company, 29 River Road, #7, Bow, NH 03304, 603-228-4570

§ 4.2 Bank References:

Bank of New Hampshire, 62 Pleasant Street, Laconia, NH 03246, (603) 524-1212

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

The Hanover Companies

§ 4.3.2 Name and address of agent:

Infantine Insurance, Inc., PO Box 5125, Manchester, NH 03108, James Harrison – 603-669-0704

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Nathan Wechsler & Company, 70 Commercial Street, Suite 401, Concord, NH 03301

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Financial statement will be submitted upon written request.

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this Twenty Ninth day of August, 2013

Name of Organization: Milestone Engineering & Construction, Inc.

By: Frank H. Lemay, PE

Title: President

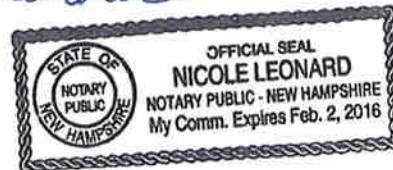
§ 6.2

Frank Lemay being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this Twenty Ninth day of August, 2013

Notary Public: Nicole Leonard

My Commission Expires: 2/2/16



Additions and Deletions Report for AIA[®] Document A305[™] – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:42:05 on 08/20/2013.

PAGE 1

SUBMITTED TO: Dennis Mires, P.A The Architects
Dennis B. Mires, AIA President

ADDRESS:
697 Union Street
Manchester, NH 03104

SUBMITTED BY: Milestone Engineering & Construction, Inc.

NAME: Frank H. Lemay, President

ADDRESS: PO Box 2279, Concord, NH 03302-2279

PRINCIPAL OFFICE: Same

~~—~~ Corporation

...

NAME OF PROJECT: ~~(if applicable) — PROJECT (if applicable):~~ Lee Public Library Community Center

TYPE OF WORK: WORK (file separate form for each Classification of ~~Work~~ Work):

~~—~~ General Construction

...

~~Other: (Specify) — Other (please specify)~~ _____

~~§ 1 ORGANIZATION~~

~~§ 1. ORGANIZATION~~

~~§ 1.1~~ How many years has your organization been in business as a Contractor? 25

~~§ 1.2~~ How many years has your organization been in business under its present business name? 25

...

None

...

- § 1.3.1 Date of incorporation: October 7, 1988
- § 1.3.2 State of incorporation: New Hampshire
- § 1.3.3 President's name: Frank H. Lemay

PAGE 2

None

- § 1.3.5 Secretary's name: Joyce Lemay
- § 1.3.6 Treasurer's name: Frank H. Lemay

...

§ 2 LICENSING
§ 2. LICENSING

Milestone Engineering & Construction, Inc. is registered for business in the State of New Hampshire.

...

State of New Hampshire

§ 3 EXPERIENCE
§ 3. EXPERIENCE

Demolition, Rough Carpentry, Finish Carpentry, Doors & Hardware, and Specialties

...

No

...

No

...

There are no current of forecasted litigations , arbitrations or mediations against Milestone Engineering & Construction, Inc.

-

In April 2012, we filed Petition for Declaratory Judgment in order to have our insurer, Acadia Insurance, settle a loss caused by a subcontractor, on which the subcontractors insurance carrier refused to pay.

-

PAGE 3

No

...

See Attached "Work in Progress" List

...

\$11,257,620.00 See Attached "Work in Progress"

...

See Attached "Completed Project (Past 5 years)" List

...

\$17,786,382.00 (2008 through 2012)

...

See Attached Resumes

§ 4 REFERENCES

§ 4. REFERENCES

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Lavalley Building Supply, PO Box 267, Newport, NH 03773, 603-863-1050

Steve Hawes Company, 29 River Road, #7, Bow, NH 03304, 603-228-4570

...

Bank of New Hampshire, 62 Pleasant Street, Laconia, NH 03246, (603) 524-1212

...

The Hanover Companies

...

Infantine Insurance, Inc., PO Box 5125, Manchester, NH 03108, James Harrison – 603-669-0704

§ 5 FINANCING

§ 5. FINANCING

PAGE 4

Nathan Wechsler & Company, 70 Commercial Street, Suite 401, Concord, NH 03301

...

Yes

...

Financial statement will be submitted upon written request.

...

Yes

~~§ 6 SIGNATURE~~

~~§ 6. SIGNATURE~~

~~§ 6.1~~ Dated at this Twenty Ninth day of August, 2013

Name of Organization: Milestone Engineering & Construction, Inc.

By: Frank H. Lemay, PE

Title: President

...

~~M~~—Frank Lemay being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this Twenty Ninth day of August, 2013

Notary Public: Nicole Leonard

My Commission Expires: 2/2/16

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Frank H. Lemay, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:42:05 on 08/20/2013 under Order No. 2144002406_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

President

(Dated)

8.27.13

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Work in Progress

Concord Hospital 6 North Inpatient Renovation Concord, New Hampshire Contract Amount: \$2,200,000.00 Scheduled Completion: September 2013	Bank of New Hampshire- Plymouth Branch Plymouth, New Hampshire Contract Amount: \$810,000.00 Schedule Completion: September 2013
Concord Boys and Girls Club Addition and Renovations Concord, New Hampshire Contract Amount: \$2,750,000.00 Scheduled Completion: December 2013	UNH G.C. Services Numerous Projects Scheduled Completion: August 2013
Convenient MD Concord, New Hampshire Contract Amount: \$700,000.00 Scheduled Completion: September 17, 2013	Multiple Renovation Projects NHTI Concord's Community College Concord, New Hampshire Contract Amount: \$949,230.00 Scheduled Completion: Fall 2013
Armour Hall Exterior Rehab Project, Clark House Exterior Restoration, and Armour Hall Windows and Fourth Floor Window Renovations St. Paul's School Concord, New Hampshire Contract Amount: \$286,536.00 Scheduled Completion: August 31, 2013	Private Residence Weare, New Hampshire Contract Amount: \$1,149,350.00 Scheduled Completion: January 2014
Hoit Dormitory Renovation Holderness School Holderness, New Hampshire Contract Amount: \$758,000.00 Scheduled Completion: August 31, 2013	Lobby Renovations Courtyard by Marriott Concord, New Hampshire Contract Amount: \$336,463.00 Scheduled Completion: September 2013
Private Residence Amherst, New Hampshire Contract Amount: \$1,318,041.00 Scheduled Completion: January 20, 2014	

Milestone Engineering &
Construction, Inc.
PO Box 2279
1 Horseshoe Pond Lane
Concord, NH 03302-2279
Phone: 603.226.3877
Fax: 603.226.3361
www.milestoneengcon.com

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Completed Project (Past 5 Years)

New Hampshire Distributors Warehouse Addition
Concord, New Hampshire
Class of Work: Construction Management
Engineer: The HL Turner Group
Bill Hickey (603) 228-1122
Contract Amount: \$3,700,000.00
Scheduled Completion: August 2013

Horton Hall Classroom Upgrades
University of New Hampshire
Durham, New Hampshire
Contract Amount: \$544,081.00
Architect: Harriman Architects + Engineers
Sharron Ames (603) 626-1242
Contract Amount: \$544,081.00
Schedule Completion: August 2013

Brewster Academy Cafeteria Renovation
80 Academy Drive
Wolfeboro, NH 03894
Contact: Lisa Braiterman (603) 569-7104
Contract Amount: \$440,000.00
Class of Work: General Contractor
Architect: Lavallee Brensinger Architects
Chris Drobot (603) 622-5450
Date of Completion: 2013

Odd Fellows Building
434 Lake Ave
Manchester, NH 03103
Contract Amount: \$2,087,233.00
Class of Work: Construction Management
Architect: CMK Architects
Fred Matuszewski (603) 627-6878
Date of Completion: 2013

Construction of New Foundry Building
Watts Water Technologies
Franklin, New Hampshire
Class of Work: Construction Management
Architect: The H.L. Turner Group
Bill Hickey (603) 228-1122
Date of Completion: 2013

Aerobic Digestion Facility at Burley De-
merit Farm
University of New Hampshire
Contract Amount: \$591,125.00
Architect: Warrenstreet Architects
Doug Proctor (603) 225-0640
Scheduled Completion: January 2013

Corporate Office Addition & Renovation
Lindt & Sprungli (USA), Inc.
Stratham, New Hampshire
Contact: Robert Michalski (603) 778-8100
Contract Amount: \$6,700,000.00
Class of Work: Construction Management
Architect: Bruce Hamilton Architects
Bruce Hamilton (603) 878-4823
Completion Date: 2012

Addition and Renovation to the Concord
Food Cooperative
Concord, New Hampshire
Contact: Paula Harris (603) 225-6840
Class of Work: Construction Management
Architect: DC Design Architectural
Duene Cowan (603) 226-3990
Contract Amount: \$1,250,000.00
Completion Date: July 2012

Milestone Engineering &
Construction, Inc.
PO Box 2279
1 Horseshoe Pond Lane
Concord, NH 03302-2279
Phone: 603.226.3877
Fax: 603.226.3361
www.milestoneengcon.com

Completed Project (Past 5 Years)

Renovations to Rathbun Dormitory
Holderness School
Holderness, New Hampshire
Contact: Peter Hendel (603-536-1257)
Contract Amount: \$1,000,000.00
Architect: Samyn D'Elia Architects
Ward D'Elia (603) 968-7133
Class of Work: Construction Management
Date of Completion: September 2012

Construction of a New Urgent Care Center
ConvenientMD
125 Indian Rock Road
Windham, NH
Contact: Max Puyan
Contract Amount: \$608,286.19
Architect: Dennis Mires, The Architect
Dennis Mires (603) 25-4548
Date of Completion: December 2012

Construction of Two Faculty/Student Residence Halls
Holderness School
PO Box 1879
Plymouth, NH 03864
Contact: Peter Hendel (603-536-1257)
Contract Amount: \$5,817,796.00
Architect: Samyn D'Elia Architects
Ward D'Elia (603) 968-7133
Class of Work: Construction Management
Date of Completion: 2011

45 Units of Affordable Housing
CATCH Neighborhood Housing
79 South State Street
Concord, NH 03301
Contact: Mike Reed (603-369-6554)
Contract Amount: \$5,453,172.00
Class of Work: Construction Management
Architect: Warrenstreet Architects
Doug Proctor (603) 225-0640
Date of Completion: 2011

Addition to UNH School of Law
2 White Street
Concord, NH 03301
Contact: Eric Norman (603-228-1541)
Contract Amount: \$4,060,141.00
Class of Work: Construction Management
Architect: DC Designs Architectural
Duene Cowan (603) 226-3990
Date of Completion: 2011

NH Technical Institute-MacRury Hall
Community College System of NH
26 College Drive
Concord, NH 03301
Contact: Scott Osgood (603-219-0167)
Contract Amount: \$3,318,200.00
Class of Work: Construction Management
Architect: DC Designs Architectural
Duene Cowan (603) 226-3990
Date of Completion: 2010

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Completed Project (Past 5 Years)

Page 3

Eastman South Cove Recreation Center
Eastman Community Association
PO Box 53
Grantham, NH 03753
Contact: Ken Rider (603-443-1390)
Contract Amount: \$4,177,628.00
Class of Work: Construction Management
Architect: Warrenstreet Architects
Doug Proctor (603) 225-0640
Date of Completion: 2009

NH Institute of Art - 88 Lowell Street
148 Concord Street
Manchester, NH 03104
Contact: Roger Williams (603-836-2542)
Contract Amount: \$7,616,581.00
Class of Work: Construction Management
Architect: Dennis Mires PA, The Architects
Dennis Mires (603) 625-4548
Date of Completion: 2009

University of NH - Tower A
22 Colovos Road
Durham, NH 03824
Contact: Joyce Fortier (603-862-1674)
Contract Amount: \$1,717,028.00
Class of Work: Construction Management
Engineer: RFS Engineering
Chad Monterose (603) 524-4647
Date of Completion: 2009

Weld Dining Hall
Holderness School
PO Box 1879
Plymouth, NH 03864
Contact: Peter Hendel (603-779-5211)
Contract Amount: \$3,250,000.00
Class of Work: General Contractor
Architect: Architectural Resources Cambridge
Charles Hibbard (617) 547-2200
Date of Completion: 2008

Chase Ocean Engineering
University of New Hampshire
22 Colovos Road
Durham, NH 03824
Contact: Paul Henry (603-862-0290)
Contract Amount: \$1,898,107.00
Class of Work: General Contractor
Architect: Warrenstreet Architects
Doug Proctor (603) 225-0640
Date of Completion: 2008

PC Connection
G & H Post LLC
730 Milford Road
Merrimack, NH 03054
Contact: Robert Pratt (603-683-2670)
Contract Amount: \$1,899,000.00
Class of Work: General Contractor
Architect: Sheerr McCrystal Palson Architect
Eric Palson (603) 526-9347
Date of Completion: 2008

Colby, Shepherd, & McKean Halls
Colby Sawyer College
100 Main Street
New London, NH 03257
Contact: Doug Atkins (603-526-3880)
Contract Amount: \$1,575,012.00
Class of Work: General Contractor
Architect: Dignard Architectural Services
Roger Dignard (603)487-5388
Date of Completion: 2008

Milestone Engineering &
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PO Box 2279
1 Horseshoe Pond Lane
Concord, NH 03302-2279
Phone: 603.226.3877
Fax: 603.226.3361
www.milestoneengcon.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108		CONTACT NAME: Yvette Fanaras PHONE (A/C No, Ext): (603) 669-0704 E-MAIL ADDRESS: yvette@infantine.com FAX (A/C No): 603-669-6831	
INSURED Milestone Engineering & Construction, Inc. P.O. Box 2279 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Ins Co of Washington NAIC # 21784 INSURER B: AmGuard 43290 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2012/2013 Master** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA027097614	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			CAA027097714	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Par person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Par accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Par accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA027097914	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MIWC352316	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Lee Public Library Community Center, Lee NH

CERTIFICATE HOLDER**CANCELLATION**

Dennis Mires, P.A. The Architects
 697 Union Street
 Manchester, NH 03104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jim Harrison/BYM



Infantine Insurance Inc.

August 20, 2013

Mr. Dennis B. Mires, AIA
Dennis Mires, P.A. The Architects
697 Union Street
Manchester, NH 03104

**RE: Milestone Engineering & Construction, Inc.
P.O. Box 2279, Concord, NH 03302
PREQUALIFICATION – Lee Public Library Community Center
Lee, NH**

Dear Mr. Mires:

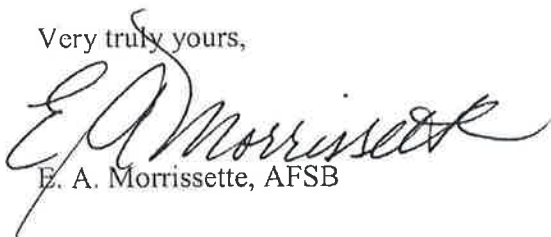
It has been the privilege of Infantine Insurance, Inc. to provide insurance and surety bonds on behalf of Milestone Engineering & Construction, Inc. since 1991. Their surety company is The Hanover Insurance Company, 27 Pearl Street, P.O. Box 9801, Portland, Maine 04104. The Hanover Insurance Company is rated A by A.M. Best. At the present time, Milestone's surety program is \$15,000,000 single project with an aggregate program \$25,000,000.

It is definitely our opinion that Milestone Engineering & Construction, Inc. has the financial ability to complete the project shown above. We recommend them to the highest degree. Due to the ongoing nature of construction, it is difficult to indicate to you the amount of unused bonding capacity available, however, we believe the above limits should be sufficient to confirm Milestone Engineering & Construction, Inc.'s ability to secure the necessary bonds and complete the project in question.

As always, The Hanover Insurance Company reserves the right to perform normal underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability if for any reason we do not execute such bonds.

Should you need any additional information, please do not hesitate to contact us.

Very truly yours,



E. A. Morrissette, AFSB

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Work in Progress

Concord Hospital 6 North Inpatient Renovation

Concord, New Hampshire
Contract Amount: \$2,200,000.00
Scheduled Completion: September 2013

Owner: Domenic Ciavarrò
(603)225-2711

dcivarr@crhc.org

Architect: Lavalée Brensinger

Steven Miller
(603) 622-5450

Steven.Miller@lbpa.com

Concord Boys and Girls Club Addition and Renovations

Concord, New Hampshire
Contract Amount: \$2,750,000.00
Scheduled Completion: December 2013

Owner: Chris Emond
(603) 224-1061

Emond@concordkids.org

Architect: Frank Anzalone Associates

Frank Anzalone
(603) 526-8911

frank@faa-arch.com

Convenient MD

Concord, New Hampshire
Contract Amount: \$700,000.00
Scheduled Completion: September 17, 2013

Owner: Max Puyaníc
(603) 501-0878

mpuyaníc@marketsquarecapital.com

Architect: Dennis Mires

(603) 625-4548

dennis@thearchitects.net

Armour Hall Exterior Rehab Project, Clark House Exterior Restoration, and Armour Hall Windows and Fourth Floor Window Renovations

St. Paul's School
Concord, New Hampshire
Contract Amount: \$286,536.00
Scheduled Completion: August 31, 2013

Owner: Paul Lachance
(603) 229-4611

plachance@sps.edu

Hoit Dormitory Renovation

Holderness School
Holderness, New Hampshire
Contract Amount: \$758,000.00
Scheduled Completion: August 31, 2013

Owner: Peter Hendel
(603) 536-1257

phendel@holderness.org

Architect: Samyn D'Elia Architects

(603) 968-7133

ward@sdarchitects.com

Private Residence

Amherst, New Hampshire
Contract Amount: \$1,318,041.00
Scheduled Completion: January 20, 2014

Architect: Windy Hill Associates

David Ely
(603) 487-5252

david@windyhillassociates.com

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PO Box 2279
1 Horseshoe Pond Lane
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Fax: 603.226.3361
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Work in Progress

Bank of New Hampshire- Plymouth Branch
Plymouth, New Hampshire
Contract Amount: \$810,000.00
Schedule Completion: September 2013

Owner: Shaun Sanborn
(603) 524-1212
shuan@banknh.com

Architect: Dennis Mires, PA The Architect
Dennis Mires
(603) 625-4548
dennis@thearchitects.net

UNH G.C. Services
Numerous Projects
Scheduled Completion: August 2013

Owner: Paul Henry
(603) 862-0290
Paul.Henry@unh.edu

Multiple Renovation Projects
NHTI Concord's Community College
Concord, New Hampshire
Contract Amount: \$949,230.00
Scheduled Completion: Fall 2013

Owner: Community College Systems of NH
Michael Therrien
(603) 340-1857
mtherrien@ccsnh.edu

Community College Systems of NH
Matthew Moore
(603) 230-3565
memoore@ccnh.edu

Private Residence
Weare, New Hampshire
Contract Amount: \$1,149,350.00
Scheduled Completion: January 2014

Architect: Cowan Goudreau Architects
Duene Cowan
(603) 226-3990
duene@dcdesignsarch.com

Lobby Renovations
Courtyard by Marriott
Concord, New Hampshire
Contract Amount: \$336,463.00
Scheduled Completion: September 2013

Owner: Foxfire Management
Steve Duprey
(603) 491-6080
sduprey@foxfirenh.com

Architect: Thomas Hamilton Associates
Dan Norwood
dan@thomashamiltonassociates.com

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Experience with Libraries

Milestone has extensive experience working with libraries throughout New Hampshire. Our portfolio includes nine (9) libraries of varied size and design. We work well with the committee from concept to completion, and every project has been a success.

Our library projects include

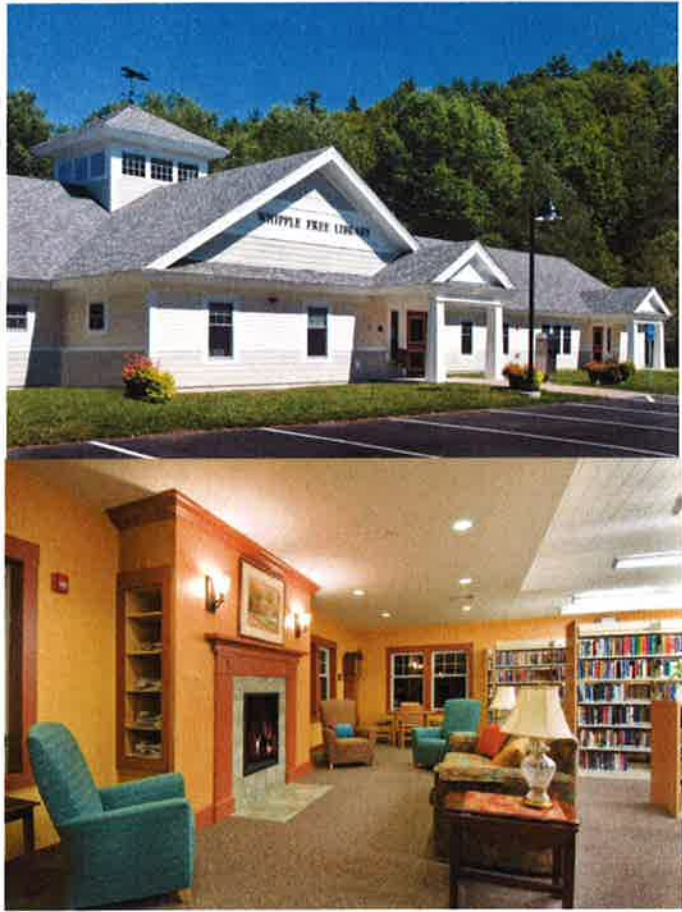
- Whipple Library
- Smyth Library
- Fremont Library
- Gilman Library
- Epsom Library
- Barbara Lawrence Alford Library
- UNH at Manchester Library

On most of these libraries we have been brought in at the early stages as Construction Managers to provide preconstruction services. We work with the building committee, and design team to develop a budget and design that work and assist in the presentation of the project to the citizens.



Whipple Free Library, New Boston

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Whipple Free Library

2010
New Boston, NH

Milestone was the Construction Manager for the Whipple Free Library. Milestone worked with the Building Committee on a very tight budget that consisted of public monies from the Town of New Boston and donated funds to help the Architect design the project to the budget. The building is efficiently designed to optimize economical building practices, yet high quality durable finishes to stand the test of time.

Construction Cost: \$966,629.00

Owner: Town of New Boston
Contact: Eric Siedel,
Chair of Building Committee
Phone: 603-487-5504
Email: seidelem@msn.com

Architect: Dignard Architectural Services
Contact: Roger Dignard, Architect
Phone: (603) 487-5388
Email: roger@dig-arc.com

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Smyth Library

2003
Candia, NH

Milestone constructed the Smyth Library in Candia, New Hampshire. The building was designed by Warrenstreet Architects and included an adult reading room, children's room, circulation desk, and a community room.

Milestone's craftsmen constructed all of the carpentry and finish millwork in the building.

Construction Cost: \$997,248.00

References:

Owner: Smyth Library
Kathy Binns, Trustee
Phone: 603-483-5068
Email: kbinns@nhia.edu

Architect: Warrenstreet Architects
Jonathan Halle
Phone: 603-225-0640
Email: jh@warrenstreetarchitects.com

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Fremont Library

2002
Fremont, NH

Milestone constructed the Fremont Library in Fremont, New Hampshire. Designed by Dennis Mires, PA, The Architects, this 7,000 square foot one-story library included an adult reading room, children's room, circulation desks, employee services, and a community meeting room.

The building is wood framed with a clapboard exterior. Milestone's craftsmen performed all rough and finish carpentry on the building.

Construction Cost: \$901,333.00

References:

Owner: Town of Fremont
Heidi Carlson, Secretary to the Selectman
Phone: 603-895-2226, x10
Email: fremonttown@juno.com

Architect: Dennis Mires, PA, The Architects
Dennis Mires, Project Architect
Phone: 603-625-4548
Email: dennis@thearchitects.net

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Gilman Library

1994
Alton, NH

Milestone constructed the additions and renovations to the Gilman Library in Alton, New Hampshire. The project included additions to three sides of the building along with the construction of a handicapped accessible walkway to the front of the building.

Milestone kept the library in business for the entire construction period despite the construction activities on all sides of the building.

The expansion included a new adult reading room, a children's room, a new circulation desk and lobby, and the construction of a display room for the local historical society on the lower level.

Construction Cost: \$629,000.00

References:

Owner: Gilman Library
David Countway
Phone: 603-569-3648

Architect: Brook Design Associates
Bruce Brook (retired)

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Epsom Library

2007

Epsom, NH

Milestone worked closely with the Epsom Library Committee to construct the Epsom Public Library over an eighteen month period. The project was a public/private partnership with the Town of Epsom providing a portion of the funds, and the rest raised through donations from residents, foundations, and donors.

Milestone scheduled the construction to accomplish the work as funds were raised. The building shell was constructed in the first major phase along with the site development. The building was then finished off as funds became available, working closely with the committee.

The building is a classic New England design with a vinyl clapboard exterior and an asphalt shingled roof. Other features include wood double hung windows, a cupola, wood stud and drywall partitions, carpeted floors, and acoustic ceilings.

The building is located on a five-acre site behind the original town hall with an access drive-off of Route 4 and a twenty-car parking lot.

Construction Cost: \$925,000.00

References:

Owner: Epsom Public Library
Valerie Long, Chairperson
Phone: 603-568-6092
Email: vlong73@gmail.com

Architect: CAD Home Plans
Interior Designer: Genella MacDonald
Email: gbarton@mail.com

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Barbara Lawrence Alfond Library

1996
Holderness, NH

Milestone was the contractor for the Barbara Lawrence Alfond Library at Holderness School. The unique library design by the architectural firm of Lavallee/Brensinger PA of Manchester presented many challenges. The building included many unique features, not the least of which was a conical tower and second floor meeting room. The building included a library reading room, study rooms, three language classrooms, and a computer and technical services lab.

The unique architecture, which presented many different materials and features, was constructed to the highest quality standards by the Milestone craftsmen. During construction, the owner encountered a severe problem, when it was discovered that the access road was sitting over what was found to be an old dumpsite.

Construction Cost: \$1,552,507.00

References:

Owner: Holderness School
Peter Hendel, Business Administrator
Phone: 603-779-5211
Email: Peter_Hendel@holderness.org

Architect: Lavallee/Brensinger PA
Fred Urtz, President
Phone: 603-622-5450
Email: fred.urtz@lbpa.com

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Initial estimates of the amount of material to be removed, were found to be enormous and the removal of all of the material was not feasible. Working with the site engineers on numerous options, a rip rap sloped design was developed as the most cost effective means of building the road and saving the owner literally tens of thousands of dollars. AIA-NH awarded the project a design excellence award.

Although Milestone won this project on a low-bid basis with the owner, we have since developed this into a long-term relationship with Holderness School and we are soon to start our eighth major project with them.

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2001

Renovations to University of New Hampshire, Manchester Manchester, NH

The University of New Hampshire chose Milestone Engineering & Construction, Inc. as construction manager for the renovation and restoration of the University Center, a historic downtown mill in the heart of the canal district of Manchester. The University of New Hampshire swapped buildings and land they owned in the outskirts of Manchester with the City of Manchester for the downtown mill in order to bring the campus to the downtown area.

The mill at 300 Canal Street, previously used as a multi-tenant office building, was renovated and converted into the downtown campus.

Lavallee/Brensinger PA of Manchester, New Hampshire, was the architect for the project. The project presented some unique challenges not only with the mill-type construction, but also with the occupancy and schedule for the project. At the time construction started, the university occupied approximately one-third of the building along with a tenant with an existing lease. Milestone developed a four-phase construction schedule that allowed us to renovate the building while the university maintained all class schedules and operations.

The schedule was timed to coordinate all phase changes with school shutdowns at Christmas vacation, spring break, and summer vacation. The owner's desire to maintain the exposed mill-type structure also presented numerous challenges, as mechanical, electrical, and telecommunication systems throughout the building were all exposed and needed to be coordinated on a phase by phase basis, not only to work properly, but to also be esthetically acceptable and pleasing.

The project also included the restoration of an existing mill machine shop into the new college library with a mezzanine seating area. Despite the difficult schedule, the project was completed on time and under budget for the owner.

Construction Cost: \$3,048,265.37

References:

Owner: University of New Hampshire
Paul Henry, Project Manager
Phone: 603-862-0290
Email: Paul.Henry@unh.edu

Architect: Lavallee/Brensinger PA
Fred Urtz, President
Phone: 603-622-5450
Email: fred.urtz@lbpa.com

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MILESTONE

ENGINEERING & CONSTRUCTION, INC.

Experience Working with the Community

Milestone has worked with many libraries in the early stages to present their plans to the town residents for funding. We have worked with the building committees of New Boston on the Whipple Library, Epsom, Smyth Library in Candia, Fremont Library, to develop budgets and performing value engineering to assure the voters they are getting the best value, that we include the local workforce, and that we incorporate donated materials and labor.

A good example of this is our work with Epsom Library. We worked with the library over a give year period to develop the plan. Once designed we bid the project to the local builders, and asked them to put their donation in their bid. Through process we were able to hire a Sitework contractor, framing contractor, and well contractor from the town. In addition we accommodated donations for materials, and the painting of the drywall through volunteer labor and worked with the committee so that it could all be accomplished by volunteers without impacting progress, jeopardizing safety, and without increasing a liability to the town.



Epsom Library

Milestone Engineering &
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MILESTONE III

ENGINEERING & CONSTRUCTION, INC.



NHTI- 88 Lowell Street

Sustainable, Green Building and LEED® Experience

Milestone Engineering & Construction, Inc. LEED® Experience

Relocation, Renovation, and Addition to 88 Lowell Street - New Hampshire
Institute of Art in Manchester, NH

Completed: 2009

Cost: \$7,616,581.48

LEED® Certification: Submitting for LEED® Gold (Pending)

References:

Owner - Roger Williams, President, New Hampshire Institute of Art
Phone: 603-836-2542 Email: rwilliams@nhia.edu

Architect - Dennis Mires, Dennis Mires, The Architects, PA
Phone: 603-625-4548 Email: dennis@thearchitects.net

LEED® AP - Steve Peach, Dennis Mires, The Architects, PA
Phone: 603-625-4548 Email: steve@thearchitects.net

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Concord, NH 03302-2279
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Fax: 603.226.3361
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MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Sustainable, Green Building and LEED® Experience

Page 2

South Cove Recreation Facility at Eastman in Grantham, NH

Completed: 2009
Cost: \$4,177,628.06
LEED® Certification:
LEED® Gold Awarded

References:
Owner - Ken Ryder,
General Manager
Phone: 603-863-4240
Email: ken@eastmannh.org



Eastman

Architect - Jonathan Halle, Warrenstreet Architects
Phone: 603-225-0640 Email: jhalle@warrenstreetarchitects.com

LEED® Consultant - Paul Leveille, The Jordan Institute
Phone: 603-226-1009 Email: pleveille@thejordaninstitute.org

LEED® Consultant - Susan Thorne, The Jordan Institute
Phone: 603-226-1009 Email: sthorne@thejordaninstitute.org

CATCH Storrs Street Housing/CATCH Neighborhood Housing in Concord, NH

Completed October 2011
Cost: \$5,453,172.00
LEED® Certification: LEED® Gold Awarded

References:
Owner - Mike Reed, Director of Real Estate and Asset Management
Email: mreed@catchhousing.org

Architect - Doug Proctor, Warren-
street Architects
Phone: 603-225-0640
Email: dp@warrenstreet.coop

LEED® Consultant -
Heather Nolen, The Jordan Institute
Phone: 603-226-1009



CATCH Storrs Street Housing

Milestone Engineering &
Construction, Inc.
PO Box 2279
1 Horseshoe Pond Lane
Concord, NH 03302-2279
Phone: 603.226.3877
Fax: 603.226.3361
www.milestoneengcon.com

Sustainable, Green Building and LEED® Experience

Student Faculty Residence Halls (2) at Holderness School in Holderness, NH

Completion: September 2010

Cost: \$6,409,562.05

LEED® Certification: LEED® Gold Awarded

References:

Owner – Peter Hendel, Head of School

Phone: 603-536-1257 Email: phendel@holderness.org

Architect – Samyn-D’Elia Architects, Ward D’Elia

Phone: 603-968-7133 Email: ward@sdarchitects.com

LEED® Consultant – Heather Nolen, The Jordan Institute

Phone: 603-226-1009 Email: hnolen@jordaninstitute.org



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Construction, Inc.
PO Box 2279
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Fax: 603.226.3361
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Student Faculty Residence Halls, Holderness School

Sustainable, Green Building and LEED® Experience

In addition, the following projects have been submitted for LEED certification.

Addition and Renovations to **Lindt & Sprungli (USA), Inc.** in Stratham, NH
LEED® Certification: LEED® Certification

References:

Owner – Robert Michalski
Phone: 603-778-8100 Email: rmichalski@lindt.com

Architect – Bruce Ronayne Hamilton Architects
Phone: 603-878-4823 Email: ksisco@brharch.com

LEED® Consultant – Paul Leveille, The Jordan Institute
Phone: 603-226-1009 Email: pleveille@thejordaninstitute.org



Lindt & Sprungli (USA), Inc.

Renovations to the **Grappone Conference Center**, Concord, NH

LEED® Certification: Building submitted for LEED® Certification

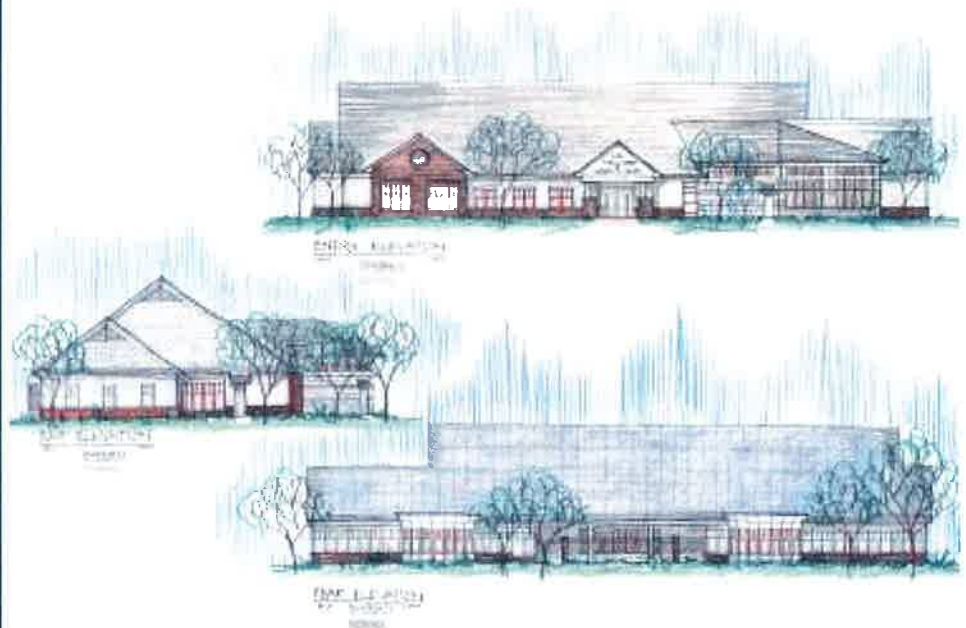
Architect – Doug Proctor, Warrenstreet Architects
Phone: 603-225-0640 Email: dp@warrenstreet.coop

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

Construction Manager
Request for Proposal
**Lee Public Library
Community Center**
Lee, New Hampshire

September 26, 2013



Milestone Engineering & Construction, Inc.
PO Box 2279, 1 Horseshoe Pond Lane
Concord, NH 03302-2279
Phone: 603.226.3877 | Fax: 603.226.3361
Email: frank@milestoneengcon.com
www.milestoneengcon.com

Table of Contents

- ➔ Construction Management Proposal
- ➔ CM Services & General Conditions Matrix
- ➔ General Conditions Estimate
- ➔ Schedule

Construction Management Proposal

1. CM Fee

Milestone Engineering & Construction, Inc. proposes to perform the construction management of the Lee Public Library Community Center for a construction management fee of three and one half percent (3.5%). This fee will be fixed at the establishment of the GMP.

The fee for Owner Authorized change orders shall be five percent (5%).

Please see the attached cost matrix outlining what is the CM Fee, the General Conditions and what is cost of work.

We have assumed the terms and provision of an AIA-A133 Agreement between Owner and Construction Manager, with AIA-A204 General Conditions. We have assumed that all recorded time of the project manager and general superintendant, whether at the site or at the home office, is billable to general conditions.

Preconstruction Services

Included in the proposed construction managers fee. There will be no billing for preconstruction services.

Contingency

We recommend that the project contingency be ten percent (10%) while we are in the "progress drawing" stage. At the point where the program is substantially complete and subcontractor sub bids have been received we would be comfortable reducing the owner contingency to five percent (5%).

2. General Conditions.

We estimate the cost of the general conditions to be \$257,272.00. Attached please find our estimate of the general conditions. We will fix the General Conditions cost at the establishment of the GMP.

3. Schedule

We anticipate a nine and one half month schedule for construction. Please see attached schedule.

4. Cost Savings

All cost savings will be returned to the owner.

Construction Management Proposal

5. Performance & Payment Bond

Performance & Payment Bond- Based on Contract Value of \$3,000,000.00.

First \$500,000 @ \$11.25/Million	\$5,625.00
Next \$2,000,000 @ \$9.00/Million	\$18,000.00
Next \$500,000 @ \$6.75/Million	\$3,375.00

Bond Premium TOTAL \$27,000.00



Frank H. Lemay, PE
President



ENGINEERING & CONSTRUCTION, INC.

CM SERVICES FEE AND GENERAL CONDITIONS MATRIX

Firm: Milestone Engineering & Construction, Inc.

PRELIMINARY ASSUMPTIONS: September 2013 CM Selection/ March 2014 Bond Vote/2015 Construction Start

Preconstruction: (list dates in MM/YYYY - MM/YYYY format) 10/3/2013- 3/1/2014

Construction: (list dates in MM/YYYY - MM/YYYY format) 2015 to 2016

Construction Cost Estimate: \$3,000,000.00

	DESCRIPTION (Insert an X under the appropriate category for each item below.)					Provide Total Dollar Amount for General Conditions	Comments
	General Conditions	CM Fee	Pre-Con Fee	Owner Supplied	Cost of Work		
General		X					
Profit		X					
Corporate Officers' Salaries & Benefits		X					
Home Office Rent		X					
Home Office Autos and Travel		X					
Home Office Overhead		X					
Interest on Borrowed Capital		X					
Payroll/Bookkeeping		X					
Other:							
Other:							
Other:							
Project Management		X					
Project Executive		X					
Project Manager	X						
Project Engineer -None							
Estimator	X						
Scheduler	X						
Superintendent	X						
Field Engineers -None							
Accounting Support		X					

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

	DESCRIPTION (Insert an X under the appropriate category for each item below.)					Provide Total Dollar Amount for General Conditions	Comments
	General Conditions	CM Fee	Pre-Con Fee	Owner Supplied	Cost of Work		
Safety Officer/Director		X					
Admin. Support		X					
Labor Relations/Personnel		X					
Purchasing		X					
Travel/Tolls	X						
Lodging -None							
Temporary Housing -None							
Project Vehicles	X						
Surveying					X		
Shop Drawings					X		
As-Built Drawings					X		
O+M Manuals					X		
Mobilize/Demobilize					X		
Safety Program		X					
Mock-Ups					X		
Materials Testing Services				X			
Other							
Other							
Insurance/Bonding/Taxes/Permits	X						
Builder's Risk Insurance	X						
General Liability Insurance	X						
Worker's Compensation Insurance	X				X		
Performance Bond							
Other							
Temporary Services	X						
Temp. Toilets	X						
Temp. Plumbing -None							
Temp. Power/Lighting					X		
Temp. Heat & Cooling Equip.					X		

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

	DESCRIPTION (Insert an X under the appropriate category for each item below.)					Provide Total Dollar Amount for General Conditions	Comments
	General Conditions	CM Fee	Pre-Con Fee	Owner Supplied	Cost of Work		
Temp. Fire Protection					X		
Temp. Fire Alarm					X		
Temp. Parking Area	X						
Other							
Other							
Dust & Noise Control					X		
Safety Procedures					X		
Temp. Heat Fuel					X		
Electric Power Consumption	X						
Winter Conditions					X		
Tool Rental					X		
Enclosures					X		
Storage Trailers	X						
Snow Removal					X		
Construction Fencing					X		
Staging Area/Access Roads					X		
Equipment Rentals					X		
Guardrail & Protection at Openings					X		
Barriers					X		
Watchman/Guard Services/Traffic Controls -None							
Police Detail					X		
Lull					X		
Lifts					X		
Scaffolding					X		
Shoring					X		
Ladders/Ramps and Temp. Stairs					X		
Pest Control					X		
Hoisting, Rigging and Cranes					X		
Other:							
Other:							

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

	DESCRIPTION (Insert an X under the appropriate category for each item below.)					Provide Total Dollar Amount for General Conditions	Comments
	General Conditions	CM Fee	Pre-Con Fee	Owner Supplied	Cost of Work		
Other:							
Temporary Protection					X		
General Protection & Safety - Materials					X		
Protect Finish Work					X		
First Aid	X						
Fire Extinguishers	X						
Other							
Other							
Other							
Rubbish, Recycling & Cleanup	X						
Trash Chutes	X						
Dumpsters & Tipping Fees	X						
Recycling Containers	X						
Street Cleaning					X		
Storm Drain Cleaning					X		
General Cleaning	X						
Final Cleaning	X						
Exterior Window Cleaning	X						
Other							
Other							
Field Office Expenses	X						
Field Office Rental	X						
Office Computers	X						
Office Furniture	X						
Office Equip.	X						
Supplies	X						
Project Sign	X						
Temp. Signage	X						
Telephone/Facsimile	X						
Postage, Messengers	X						
Reproduction/Printing	X						

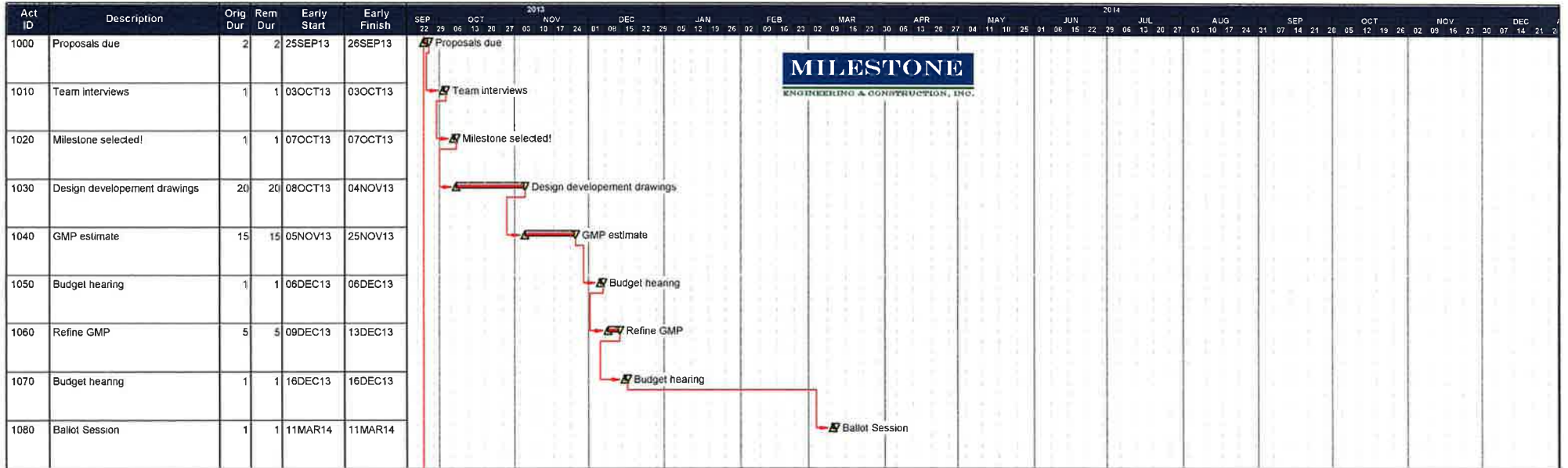
CM Services Fee and General Conditions Matrix

MILESTONE III

ENGINEERING & CONSTRUCTION, INC.

	DESCRIPTION (Insert an X under the appropriate category for each item below.)					Provide Total Dollar Amount for General Conditions	Comments
	General Conditions	CM Fee	Pre-Con Fee	Owner Supplied	Cost of Work		
2-Way Radios	X						
Cellular Phones	X						
Travel	X						
Progress Photos		X					
Misc. General Expenses	X						
Sanitary Facilities	X						
Small Tools	X						
Tools & Consumables	X						
Engineer's Layout Supplies	X						
Weather Gear for Staff					X		
Plan and Spec Reproduction for GMP Bid	X						
Other							
Other							
Other							
Other							
Other							
Building Commissioning							
Haz Mat Abatement -None							
Haz Mat Disposal -None							
Punchlist							
HVAC Commissioning				X			
Demonstration & Training				X			

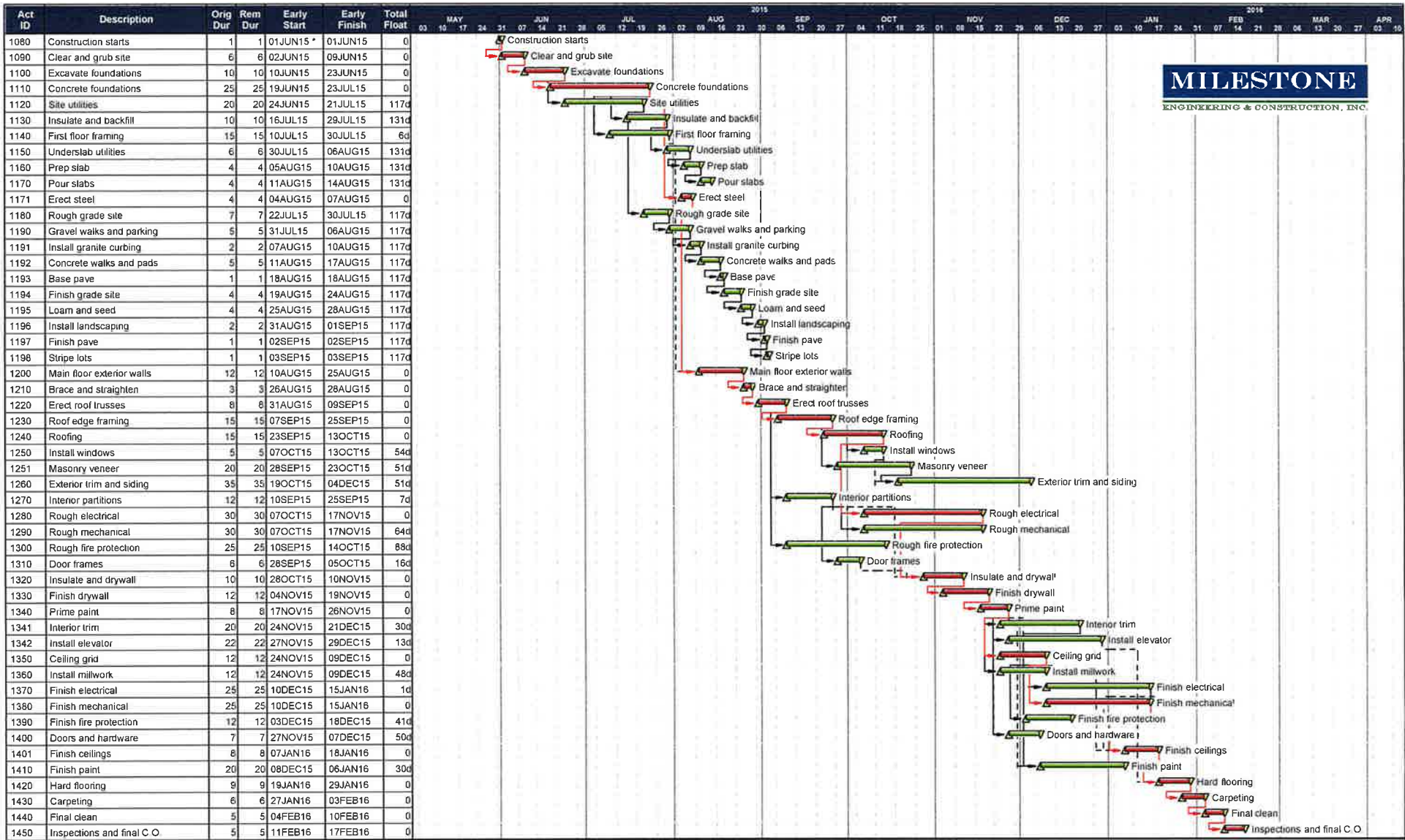
DIV.	DESCRIPTION	QTY.	Unit	UNIT / MAT'L COST	TOTAL MAT'L COST	UNIT SUB COST	TOTAL SUB COST OR L.HOURS	LABOR RATE	LABOR COST	LABOR FRINGE	TOTAL JOB COST	
	Daily Clean - up	425	Hours	0.00	0.00	0.00	0.00	425	20.00	8500.00	5100.00	13600.00
	Dumpster/ Disp.	42	Weeks	300.00	12600.00	0.00	0.00		0.00	0.00	0.00	12600.00
	Final Cleaning	17720	SF	0.00	0.00	0.30	5316.00		0.00	0.00	0.00	5316.00
	Project Drawings	1	allowance	1000.00	1000.00	0.00	0.00		0.00	0.00	0.00	1000.00
	Small Tools	42	weeks	75.00	3150.00	0.00	0.00		0.00	0.00	0.00	3150.00
	Site Fencing		Job Cost	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
	Encumberance Permits		Job Cost	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
							3770					
Total General Requirements					65756.00		5316.00		116375.00	69825.00	257272.00	



Start date 25SEP13
 Finish date 11MAR14
 Data date 25SEP13
 Run date 26SEP13
 Page number 1A

LEE PUBLIC LIBRARY/COMM. CENTER PRE-CONSTRUCTION TIMELINE

- Early bar
- ▲ Early start point
- ▼ Early finish point
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



Start date	19SEP13
Finish date	17FEB16
Data date	19SEP13
Run date	26SEP13
Page number	1A

PUBLIC LIBRARY AND COMMUNITY CENTER LEE, NH

	Early bar
	Early start point
	Early finish point
	Progress bar
	Critical bar
	Summary bar
	Start milestone point
	Finish milestone point

Board of Selectmen Agenda Request

Requested by: Frank DeRocchi
President
Lee Firemen's Association

Agenda Item: Rededication of the Lee Firemen's Monument
Sat. Oct. 19, 2013 at 10:00 am
Lee Safety Complex

Recognition of the help provided by the Highway Dept.

Requested by: Frank DeRocchi
Lee Fair Committee

Agenda Item: Recap of Lee Fair Activity and Future Planning

Need for a town revolving fund.
Warrant for seed money

Requested by: Frank DeRocchi

Agenda Item: SB2 Problems and Issues for Tax Payers

Bundling of Warrant Items
Wording of Warrant Items

Requested by: Frank DeRocchi
Emergency Management Director

Agenda Item: Code Red Status Update and Usage Options.

Current Status	
Resident signups	468
Business signups	16
Mobile App	20
Email	279
Text	241
Total	1527

The function and requirements of the EOC do to Home Land Security and disaster funding.

Personnel Management



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: Oct 14, 2013

Agenda Item No. 10

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/14/2013

Agenda Item Title: Little River Park Pavilion

Requested By: Selectwoman Carole Dennis Date: 10/10/2013

Contact Information: cdennis@leenh.org

Presented By: Selectwoman Carole Dennis

Description: Discuss using funds left over from WA8 2013 Multi-Purpose Field to build Pavilion at Little River Park

Financial Details: As of October 12, 2103 there is a balance of \$19,655 from the funds appropriated under WA8-2013 for the construction of the Multi-Purpose Field.

Legal Authority NH RSA 32:10 Transfer of Appropriations

Legal Opinion: According to Atty. Fillmore, if the Warrant Article was not special, the Governing Body has the authority to transfer the funds to another purpose. WA-8 2013 does not meet the criteria for Special Warrant Articles as defined by RSA 32:3 VI.

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to transfer the balance of funds from WA8-2013 to Acc't 4520 – Parks & Recreation for the purpose funding the design and construction of a pavilion at Little River Park in FY2014. The design and location to be approved by the Selectboard.

OR

Move to table.

Town of Lee
LRP Grass Field Expenses
July 1 through October 12, 2013

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
4909 · Other Capital Improvements			
FY 14 WA #8 Grass Field LRP			
08/02/2013	803	Farwell Engineering Services, LLC	2,200.00
08/16/2013	M-131102	Allegro Lawn	5,100.00
08/16/2013	M-131128	Allegro Lawn	3,600.00
08/16/2013	M131002	Allegro Lawn	4,200.00
08/16/2013	135630	Foster's Daily Democrat	80.50
08/30/2013	34	Oyster River Construction Co., LLC	1,487.50
09/13/2013	4021	Precision Grading Co.	3,823.92
09/13/2013	46180	Eliminator Systems, Inc.	78.00
09/13/2013	309781	Mr Richard Stevens	250.00
09/13/2013	175002306	Aubuchon Hardware - Town	263.88
09/27/2013	9212013	C R Smith Electric, LLC	166.00
09/27/2013	2008	Hillside Landscaping, Inc.	11,230.00
09/27/2013	2029	Hillside Landscaping, Inc.	27,200.00
10/11/2013	105078	Allegro Lawn	600.00
10/11/2013	175002306	Aubuchon Hardware - Town	64.77
Total FY 14 WA #8 Grass Field LRP			60,344.57
WA # 8 FY 2014			80,000.00
			-60,344.57
Balance as of 10/12/2013			19,655.43



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: Oct 14, 2013

Agenda Item No. 11

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/14/2013

Agenda Item Title: Town Administrator's Report – Noble Farm

Requested By: Julie Glover **Date: 10/10/2013**

Contact Information: 659-5414

Presented By: Julie Glover

Description: Town will need representation at the closing for the sale of Noble Farm
Financial Details: \$200,000 sales price, less expenses

Legal Authority NH RSA 80:80 III. The selectmen may, by a specific article in the town warrant, or the mayor, by ordinance, may be authorized to dispose of a lien or tax deeded property in a manner than otherwise provided in this section, as justice may require.

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

. MOTION: Move to authorize the Town Administrator to represent the Select Board at the closing for the sale of the property known as Noble Farm and to execute the necessary documents on behalf of the Select Board.

SELECTMEN'S MEETING

October 14, 2013

CONSENT AGENDA ITEMS

(Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

- Cemetery Lot Deeds
- Police Dept. Highway Safety Grant Application
- Cook/Schultz Easement
- Abatement Recommendation
- Lee-Barrington 2012 Perambulation Report
- Vacation Request – Randy Stevens

INFORMATION ONLY

- Xfinity Fee Increase

KNOW ALL MEN BY THESE PRESENTS

That the Town of Lee in consideration of Three hundred Fifty Dollars paid by **Nancy M. Robar** the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said parties, their heirs and assigns 1 (One) Grave in the Public Burial Ground, known as the **LEE HILL CEMETERY** situated on Lot I-11 and numbered Grave 6 on the plan, and bounded as follows, to wit:

- On the North by Grave 12 of Lot I-10;
- On the South by Grave 7 of Lot I-11;
- On the East by Grave 1 of Lot I-11;
- And on the West by cemetery access road.

Recorded on a plan entitled Lee Hill Cemetery dated March, 1960, drawn by G. L. Davis Associates, the original of which is on file in the Town office. To have and to hold the said grave(s) to the said Grantee, their heirs and assigns forever, subject, however, to the following Conditions and Limitations:

First. That the said grave(s) shall not be used for any other purpose than as a place of burial for the dead and no tomb shall be erected or constructed on said grave(s) and no trees within the grave(s) or border shall be cut down or destroyed without the consent of the Superintendent of Cemeteries.

Second. That said grave(s) shall be graded, sodded, suitable land markers of stone erected and the number permanently and legibly marked on the premises by the Superintendent of Cemeteries and that no work shall at any time be done upon or around the said grave(s) by other persons than the proper officers or employees of the Town of Lee except by consent of the Superintendent of Cemeteries.

Third. That no fence, curbing, hedge or other landmark, other than corner posts set by the Superintendent of Cemeteries, shall be placed upon or around said grave(s); no marker shall be set either above or below the level of the turf; no grave shall have more than one marker and no lot more than one monument, such marker or monument to be approved by the Superintendent of Cemeteries before it is contracted for; no grave or lot shall be mounded.

Fourth. That the Superintendent of Cemeteries has the right to forbid or remove any marker, monument or structure deemed objectionable by him.

Fifth. That there shall be no planting of trees/shrubs except by consent of the Cemetery Trustees & Superintendent of Cemeteries. Also, said Town of Lee, in consideration of the above sum paid to them by the Grantee, does further covenant to and with said Grantee and/or their heirs and assigns, that they will forever keep said grave(s) in suitable and good condition, including such monuments which may occupy the site, and further keep in good repair the roads, fences and grounds of the cemetery itself. Except that in no case will the Town of Lee obligate itself to expend a sum in excess of the income from the perpetual care fund.

In Witness Whereof the said Town, by its Selectmen duly authorized, has affixed its seal, and the said Selectmen have subscribed their names this _____ day of _____ in the year _____.

TOWN OF LEE

Mail deed to:
Nancy M. Robar
34 Campground Road
Lee, New Hampshire 03861

By: _____

Selectmen

Signed and Sealed in the presence of:

Witness

Witness

State of New Hampshire, Strafford County, personally appeared the above-named Lee Board of Selectmen who in their capacity acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, this _____ day of _____ in the year 20____ by _____
Notary Public



NANCY M ROBAR
JEFFREY F ROBAR
34 CAMPGROUND RD.
LEE, NH 03861

53-8492
2113 N

1001

DATE 10/5/13

PAY TO THE ORDER OF Cemeteries Trustees - Lee \$ 350.00

Three Hundred Fifty and 00/100 DOLLARS

Security Features
Included
Only on Back



MEMO I 11 # 6

Jeffrey F. Robar MP

⑆ 211384926⑆ 5680000439658⑆ 1001

SPECIALLY BLUE

KNOW ALL MEN BY THESE PRESENTS

That the Town of Lee in consideration of Three Hundred Fifty Dollars paid by **The George F. Walker and Shirley A. Walker Family Revocable Living Trust** the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said parties, their heirs and assigns 1(one) Grave in the Public Burial Ground, known as the **LEE HILL CEMETERY** situated on Lot I-11 and numbered Grave 5 on the plan, and bounded as follows, to wit:

- On the North by Grave 4 of Lot I-11;
- On the South by cemetery access road.
- On the East by Grave 11 of Lot J-11;
- And on the West by Grave 10 of Lot I-11

Recorded on a plan entitled Lee Hill Cemetery dated March, 1960, drawn by G. L. Davis Associates, the original of which is on file in the Town office. To have and to hold the said grave(s) to the said Grantee, their heirs and assigns forever, subject, however, to the following Conditions and Limitations:

First. That the said grave(s) shall not be used for any other purpose than as a place of burial for the dead and no tomb shall be erected or constructed on said grave(s) and no trees within the grave(s) or border shall be cut down or destroyed without the consent of the Superintendent of Cemeteries.

Second. That said grave(s) shall be graded, sodded, suitable land markers of stone erected and the number permanently and legibly marked on the premises by the Superintendent of Cemeteries and that no work shall at any time be done upon or around the said grave(s) by other persons than the proper officers or employees of the Town of Lee except by consent of the Superintendent of Cemeteries.

Third. That no fence, curbing, hedge or other landmark, other than corner posts set by the Superintendent of Cemeteries, shall be placed upon or around said grave(s); no marker shall be set either above or below the level of the turf; no grave shall have more than one marker and no lot more than one monument, such marker or monument to be approved by the Superintendent of Cemeteries before it is contracted for; no grave or lot shall be mounded.

Fourth. That the Superintendent of Cemeteries has the right to forbid or remove any marker, monument or structure deemed objectionable by him.

Fifth. That there shall be no planting of trees\shrubs except by consent of the Cemetery Trustees & Superintendent of Cemeteries. Also, said Town of Lee, in consideration of the above sum paid to them by the Grantee, does further covenant to and with said Grantee and/or their heirs and assigns, that they will forever keep said grave(s) in suitable and good condition, including such monuments which may occupy the site, and further keep in good repair the roads, fences and grounds of the cemetery itself. Except that in no case will the Town of Lee obligate itself to expend a sum in excess of the income from the perpetual care fund.

In Witness Whereof the said Town, by its Selectmen duly authorized, has affixed its seal, and the said Selectmen have subscribed their names this _____ day of _____ in the year _____.

TOWN OF LEE

Mail deed to:

George F. & Shirley A. Walker
240 North River Road
Lee, New Hampshire 03861

Selectmen

Signed and Sealed in the presence of:

Witness

Witness

State of New Hampshire, Strafford County, personally appeared the above-named Lee Board of Selectmen who in their capacity acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, this _____ day of _____ in the year 20__ by _____
Notary Public



GEORGE F. WALKER
240 NORTH RIVER ROAD
LEE, NH 03861-6214

4640

54-49/114 NH
1558

Oct. 1, 2013
Date

Pay to the Order of *Town of Lee Cemetery Trustees* \$ *350.00*

Three Hundred Fifty and no/100 Dollars



Bank of America

Bank of America Advantage®

ACH R/T 011400495

For _____ *George F. Walker* MP

⑆011400495⑆ 000027204171⑈4640

Harland Clarke

GUARDIAN SAFETY® YELLOW



Margaret Wood Hassan
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

September 25, 2013



Chief Chester W. Murch
Lee Police Department
20 George Bennett Road
Lee, NH 03861

Dear Chief Murch:

Enclosed is an application for a highway safety grant for the Town of Lee. If you concur with the contents of this contract, please sign the signature sheet (page 2) as Project Director and also secure the signature of the Chairman of the Board of Selectmen. Please also complete and return the enclosed Joint Approval Form.

Upon our receipt of the original signed contract in its entirety, it will be given consideration for final approval. **Please be advised that no equipment may be ordered or funds expended under this agreement until final approval has been granted and notice to this effect has been sent to you.**

Grant recipients are advised to check with local financial officials as to which account reimbursement checks will be credited.

Should you have any questions concerning this agreement, please do not hesitate to contact me.

Sincerely,

Debra H. Garvin
Program Manager

/djf
Enclosure

**JOINT APPROVAL
OF
HIGHWAY SAFETY PROJECT APPLICATION**


TO: NH Highway Safety Agency
78 Regional Drive, Building #2
Concord, NH 03301-8530

Date: _____

This is to certify that the LEE Highway Safety Committee has reviewed the attached Federal Highway Safety Project Application and is aware of the contents of the application.

This further certifies that after due consideration by the Committee and the city/town officials that this project application represents a top priority need of the town or city for the period covered by the grant period.

X _____
Chairman, Board of Selectmen or
Other Authorizing Official

X  _____
Chairman, Highway Safety Committee

X  _____
Project Director

CONTRACTUAL AGREEMENT FOR HIGHWAY SAFETY PROJECT GRANT

For HSA Use Only

State of New Hampshire
Highway Safety Agency
78 Regional Drive, Building #2
Concord, NH 03301-8530

Date Received	Project Number
Date Approved	PSP and Task # 14-03, 4

Part I

1. Project Title Lee "Operation Safe Commute" Patrols	2. Type of Application (Check One) <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation
---	--

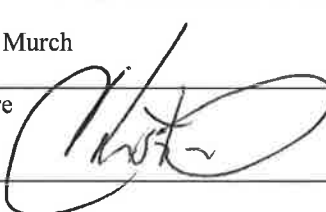
3. Applicant	
A. Name of Agency and Address Lee Police Department 20 George Bennett Road Lee, NH 03861	B. Government Unit (Check One) <input type="checkbox"/> State <input checked="" type="checkbox"/> City/Town <input type="checkbox"/> County <input type="checkbox"/> Other (specify):
4. Contract Duration Contract Period Start Date: October 1, 2013 Termination Date: September 30, 2014	5. Functional Area SC – Speed Control CFDA# 20.600 Program Title State & Community Highway Safety Funding Source National Highway Traffic Safety Administration

6. Description of Project (Describe in detail in Schedule A)

BUDGET AND PERSONNEL DATA		
a. Personnel Services Overtime "Operation Safe Commute" Patrols Salary: 3 hours/patrol x 1 officer x 2 patrols/day x 12 patrol days x \$55.00/hour	\$3,960.00	
Payroll-related Deductions: \$ 3,960.00 x 30 percent	1,188.00	\$5,148.00
*See Proposed Solution (page 2) for exact patrol dates & explanation of pay rates		
Total		\$5,148.00

Part II

7. Acceptance of Conditions. It is understood and agreed by the undersigned that a grant received as a result of this contract is subject to the regulations governing grants which have been furnished (or will be furnished upon request) to the applicant.

A. Project Director		
1) Name Chester W. Murch	2) Title Chief, Lee Police Department	3) Address 20 George Bennett Road Lee, NH 03861
4) Signature X 		5) Telephone Number 659-5866
B. Authorized Official		
1) Name John R. LaCourse	2) Title Chairman, Lee Board of Selectmen	3) Address 275 Stepping Stone Road Lee, NH 03861
4) Signature X		5) Telephone Number 659-6149

Part III (For HSA Use Only)

1. Approval Date	2. Signature & Title Peter M. Thomson, Coordinator NH Highway Safety Agency
3. Federal Funds Obligated by this Agreement: \$	

Part IV

<p>SCHEDULE A GENERAL PROJECT INFORMATION</p>
Description of Project

STATEMENT OF PROBLEM/NEED: Statistical analysis of motor vehicle crashes occurring on New Hampshire roadways reveals that ‘driver inattention/distraction’ was the primary contributing factor in approximately 10.83 percent of crashes resulting in incapacitating injuries and 21.8 percent of crashes resulting in non-incapacitating injuries during 2009 - 2012.

Contributing Factor to Motor Vehicle Crashes Resulting in Incapacitating & Non-Incapacitation Injuries	Incapacitating Injuries				Non-Incapacitating Injuries			
	2009	2010	2011	2012	2009	2010	2011	2012
Driver Inattention/Distracted	81	74	22	68	1254	1179	453	572
% of Total Injury-Related Crashes	11.6%	11.2%	6.8%	13.7%	21.3%	19.5%	19.7%	26.5%
Total # Injury-Related Crashes	700	660	322	497	5879	6057	2294	2156

Furthermore, the NH Department of Motor Vehicles reports that 21.1 percent of non-fatal crashes are caused by some form of distracting driving.

Although crashes occur at all hours of the day and night, they are most prevalent during the morning and afternoon/evening commute hours when traffic is the heaviest as drivers travel to and from work locations. Instead of focusing their attention on the task of driving and operating their vehicles safely, drivers are frequently distracted by talking on the cell phone, texting, eating, reading, shaving, applying makeup . . . often in combination with speeding, following too close, and making improper lane changes. The combination of these tasks is a recipe for disaster that leads to crashes and the loss of life, injuries, and property damage. Distracted driving crashes occur on local and state roadways, as well as the interstate/turnpike highways. When a crash occurs, no matter how minor the crash or resulting injuries, it creates a great deal of congestion and can lead to road closures . . . all of which impact the impatience and attitude of other drivers.

An aggressive, statewide campaign (Operation Safe Commute) needs to be conducted during the morning and afternoon commute hours (6.00 – 9.00 AM and 4.00 – 7.00 PM) in order to reduce the number of crashes caused by distracted driving.

PROPOSED SOLUTION: “Operation Safe Commute” is an enforcement campaign designed to encourage all motor vehicle operators to focus their attention on the task of driving and operating their vehicles safely. The Lee Police Department will hire, on an off-duty basis, two (2) officers per patrol date to work overtime distracted driving patrols in 3-hour shifts during the morning and/or afternoon commute hours (6.00 – 9.00 AM and 4.00 – 7.00 PM). “Operation Safe Commute” overtime patrols will be conducted on the following dates:

October 30, 2013 November 27, 2013 December 31, 2013 January 17, 2014 February 14, 2014 March 17, 2014
April 18, 2014 May 23, 2014 June 20, 2014 July 3, 2014 August 29, 2014 September 19, 2014

Adherence to all traffic laws, including the state’s occupant protection law, will be monitored and enforced. **It is understood that these patrols will be conducted on an overtime basis and officers will be paid at their overtime (1.5) rate for work exceeding their normal 40 hours per week. Part-time officers will be paid at their normal hourly rate.**

ANTICIPATED RESULTS: “Operation Safe Commute” patrols will result in an increased number of motorist contacts leading to the issuance of citations and warnings that will contribute to increased public awareness that distracted driving will not be tolerated. In addition, the presence of law enforcement on the roads of the state will lead to a decrease in motor vehicle crashes during the morning and afternoon/evening commute hours which will make for a safer commute for all vehicle operators.

ADDITIONAL PROJECT CONDITIONS: It is agreed that all signed “Overtime Selective Traffic Enforcement Program Report” forms (HS-200) for each patrol, along with a summary “Overtime Reimbursement” form, will be submitted to the Coordinator of the NH Highway Safety Agency by the end of the month following each quarterly period (i.e. January 31st for the quarter ending December 31, April 30th for the quarter ending March 31st, etc.).

The recipient of these funds is encouraged to provide programs to encourage the use of safety belts by all drivers and passengers in motor vehicles (23 U.S.C. 1200.11 (a)(d)) and to adopt and enforce seat belt use policies for employees operating company-owned, rented, or personally-owned vehicles when performing official business.

See attached Addenda for additional project information that is hereby made a part of this contractual agreement.

OVERTIME SELECTIVE TRAFFIC ENFORCEMENT PROGRAM REPORT

NAME & RANK: _____

PROJECT NUMBER: _____

POLICE DEPARTMENT: _____

PROJECT TITLE: _____

SHIFT DATE: _____

START TIME: _____ END TIME: _____

TOTAL NUMBER OF PATROL HOURS: _____

HSA USE ONLY

AUTHORIZED BY: _____

SEE ATTACHED "OVERTIME SELECTIVE TRAFFIC ENFORCEMENT PROGRAM REPORT" (HS-20) FOR TOTAL EXPENDITURES.

PLEASE SEE INSTRUCTIONS ON REVERSE SIDE.

VIOLATIONS	WARNINGS		SUMMONSES		ARRESTS	
	*Youth	Adult	*Youth	Adult	*Youth	Adult
DRIVING WHILE INTOXICATED (report additional information on back of this form)						
ILLEGAL POSSESSION						
ILLEGAL TRANSPORTATION						
OPEN CONTAINER						
OPERATION AFTER REV./SUSP.						
SPEEDING						
OTHER ARRESTS (bench warrants, outstanding warrants, etc.)						
OTHER MOTOR VEHICLE VIOLATIONS						
OTHERS (PEDESTRIAN, BICYCLE, ETC.)						
RED LIGHT/STOP SIGN VIOLATIONS						
CHILD RESTRAINT VIOLATIONS						

*Youth: under 21 years of age

TOTAL NUMBER OF TIMES A PRELIMINARY BREATH TEST (PBT) DEVICE WAS USED _____

TOTAL NUMBER OF VEHICLES STOPPED _____

TOTAL NUMBER OF VEHICLES VISUALLY CHECKED FOR CHILD RESTRAINT LAW VIOLATIONS _____

TOTAL NUMBER OF PEDESTRIAN/BICYCLE CONTACTS _____

<p>I, _____, REQUEST PAYMENT AT THE RATE OF \$ _____ PER HOUR FOR WORK PERFORMED DURING MY OFF-DUTY TIME AS A MEMBER OF THIS PATROL.</p>	<p>I CERTIFY THAT OFFICER _____ WORKED AS A MEMBER OF THE PATROL ON (DATE) _____ _____ SUPERVISING OFFICER</p>
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ADDENDUM TO THE APPLICATION FOR HIGHWAY SAFETY PROJECT GRANT

PROJECT REPORTS: It is agreed that quarterly reports will be made to the NH Highway Safety Agency for one year summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Monthly reports will be submitted within 20 days of the project termination date.

PROJECT TERMS: All purchases and expenditures under this project will be subject to audit procedures satisfactory to Federal regulations. It is understood that no monies provided under this project will be used for the replacement of any existing equipment which currently meets Federal Highway Safety Standards. If any existing equipment is sold or traded during the project period, in order to reduce the actual outlay of funds for equipment which is provided under this project, the proceeds will be applied in pro-rated amounts to the Federal and local shares of the costs of the project.

PROCUREMENT AND EQUIPMENT COST: State agencies receiving federal funds for the purchase of equipment are required to process orders through the Division of Plant and Property Management in accordance with state regulations. Items of equipment requiring testing and certification to verify their accuracy (i.e. breath testing devices and traffic control radar) must be selected from the State approved devices.

EQUIPMENT: Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CRF 1200.21).

PROJECT INVENTORY: An inventory of each item of equipment having a useful life of more than two years and a cost of five thousand dollars (\$5,000.00) or more will be provided to the NH Highway Safety Agency during the period in which it is in use. Before such equipment is disposed of, either by trade-in or write-off, authorization will be obtained from the Highway Safety Agency, acting as agent for the National Highway Traffic Safety Administration.

PROJECT CREDIT: All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the NH Highway Safety Agency with federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

AUDIT REPORTS: The grantee agrees to provide the NH Highway Safety Agency with a copy of the audit report including this project which was conducted under provisions of Circular A-133 - Audit of State and Local Governments and Non-Profit Organizations.

Certifications and Assurances

Section 402 Requirements (as amended by Pub. L. 112-141)

(a) The Governor is responsible for the administration of the State highway safety program through the NH Highway Safety Agency (NH RSA 238) which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A)); (b) The political subdivisions of this State are authorized, under NH RSA 238:6, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B)); (c) At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs in accordance with 23 USC 402(b) (1) (C), 402(h)(2), unless this requirement is waived in writing; (d) This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks throughout the state in accordance with 23 USC 402(b) (1) (D); (e) The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including: 1) National law enforcement mobilizations; 2) Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits; 3) An annual statewide safety belt use survey in accordance with 23 CFR Part 1340 for the measurement of State safety belt use rates; 4) Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources. 5) Coordination of its highway safety plan, data collection, and information systems with the state strategic highway safety plan as defined in section 148 (a). (23 USC 402 (b) (1) (E)); (f) The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (j)). 6) The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)).

Other Federal Requirements

(g) All NH Highway Safety Agency employee's time which is charged to federal funds utilize Section 402 funds. All Time and Attendance charges from federal sources come from that single cost objective which brings the State of New Hampshire into compliance with the applicable federal regulation as stated in 2 CFR 225, Appendix B, h(3). An additional certification will be provided by the NH Highway Safety Agency each year in April in order to meet the federal requirement for biennial certification. (h) Cash drawdowns will be initiated only when actually needed for disbursement (49 CFR 18.20); cash disbursements and balances will be reported in a timely manner as required by NHTSA (49 CFR 18.21); the same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations (49 CFR 18.41); failure to adhere to these provisions may result in the termination of drawdown privileges. (i) The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs); (j) Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CFR 1200.21). (k) The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20; (l) The State's highway safety program has been specifically exempted from the provisions of Circular A-95 by the Governor of the State of New Hampshire. (m) Federal Funding Accountability and Transparency Act (FFATA). The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded. 1) Name of the entity receiving the award; 2) Amount of the award; 3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source; 4) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country, and an award title descriptive of the purpose of each funding action; 5) A unique identifier (DUNS); 6) The names and total compensation of the five most highly compensated officers of the entity if, of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; (i) The entity in the preceding fiscal year received—(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; 7) Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation. (n) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; (k) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (l) the Civil Right Restoration Act of 1987 (Pub.L. 100-259) which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure non-discrimination in all programs and activities.

The Drug-Free Workplace Act of 1988(41 U.S.C. 8103)

In accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702) and former Governor Judd Gregg's Executive Order No. 89-6, the State will provide a drug-free workplace by: a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; b. Establishing a drug-free awareness program to inform employees about: 1) The dangers of drug abuse in the workplace; 2) The grantee's policy of maintaining a drug-free workplace; 3) Any available drug counseling, rehabilitation, and employee assistance programs; and 4) The penalties that may be imposed upon employees for drug violations occurring in the workplace. c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a). d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will: 1) Abide by the terms of the statement; and 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted: 1) Taking appropriate personnel action against such an employee, up to and including termination; or 2) Requiring such employee to participate

satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

Buy America Act

The subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Political Activity (Hatch Act)

The subgrantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

In accordance with the provision of 49 CFR Part 29, the State agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 402 program, unless otherwise authorized by NHTSA. The State further agrees that it will include a clause in all lower tier covered transactions and in solicitations for lower tier covered transactions.

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below. 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations. 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs. 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below) 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. 8. Nothing contained in

the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to: 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving: a) Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or b) Privately-owned when on official Government business or when performing any work on behalf of the Government. 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as: a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC, metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

HS-4(a) (3/28/13)

NH Highway Safety Agency
78 Regional Drive, Building #2
Concord, NH 03301-8530
Telephone 603-271-2131

**ADDENDUM TO THE APPLICATION
FOR HIGHWAY SAFETY PROJECT GRANT**

FEDERAL REGULATIONS

2 CFR Part 25 (formerly Circular A-87). This provides principles for determining the allowable costs of programs administered by State, local and federally-recognized Indian tribal governments under grants from and contracts with the Federal Government. They are designed to provide the basis for a uniform approach to the problem of determining costs and to promote efficiency and better relationships between grantees and the Federal Government. The principles are for determining costs only and are not intended to identify the circumstances nor to dictate the extent of Federal and State or local participation in the financing of a particular project. They are designed to provide that federally-assisted programs bear their fair share of costs recognized under these principles except where restricted and prohibited by law.

COMMON RULE (49 CFR Part 18) (Effective October 1988) This rule establishes the Uniform Administrative Requirements for Grants and Cooperative Agreements and Sub-awards to state and local governments and Indian tribal governments. Administrative rules set forth include:

18.10	Forms for Applying for Grants	18.32	Equipment
18.11	State Plans	18.33	Supplies
18.20	Standards for Financial Management Systems	18.34	Copyrights
18.21	Payment	18.35	Sub-awards to Debarred and Suspended Parties
18.22	Allowable Costs	18.36	Procurement
18.23	Period of Availability of Funds	18.37	Subgrants
18.24	Matching or Cost Sharing	18.40	Monitoring and Reporting Program Performance
18.25	Program Income	18.41	Financial Reporting
18.26	Non-Federal Audits	18.42	Retention and Access Requirements for Records
18.30	Changes	18.50	Closeout
18.31	Real Property		

CIRCULAR A-133 (June 1997). This Circular establishes audit requirements for State and local governments that receive Federal aid, and defines Federal responsibilities for implementing and monitoring those requirements.

Further information concerning these Circulars may be obtained by contacting the Financial Management Branch, Budget Review Division, Office of Management & Budget, Washington, DC 20503. Telephone 202-395-4773.

FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT. *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<http://fedgov.dnb.com/webform>)

LEE CONSERVATION COMMISSION
Town Hall, 7 Mast Road
Lee, NH 03861

October 8, 2013

The Town of Lee, acting through its Conservation Commission, holds a conservation easement known as Cook/Schultz, or Echo Ridge Farm. The easement provides that the Grantee (Town of Lee) "...shall have reasonable access to the Property and all of its parts for such inspections as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of the Easement".

At its October 7 meeting, the Conservation Commission requested the Select Board's authorization for Caren Rossi and Allan Dennis to conduct the annual monitoring of this property on behalf of the Town.

Requested authorization is hereby granted.

John LaCourse, Chair

David Cedarholm

Carole Dennis

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

FROM: Scott P. Marsh, CNHA
Municipal Resources Inc.
Contracted Assessor's Agents

DATE: October 7, 2013

RE: Elaine Trigilio
L50 Ferndale Acres
Lee, NH 03861

Property Tax Map 28 Lot 1-50
Address: L50 Ferndale Acres

Tax Year: 2013
Assessment: \$5800

The subject is a camper on rented land. The property was reassessed July 2013 and the assessment adjusted to \$3,300. The camper was sold to a new owner and the camper removed, therefore Ms. Trigilio shall receive a first issue abatement. It is recommended that an abatement of the first issue tax bill in the amount of \$37.43 be granted.

Abatement Granted

Abatement Denied

Dated _____

Lee- Barrington 2012 Perambulation Report

Perambulation of Town
Bounds

Robert Moynihan

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SUPPORTING DOCUMENTATION:

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BL 1	(Barrington - Lee Bound 1)*
BL 2A	(Barrington - Lee Bound 2A)
BL 2	(Barrington - Lee Bound 2)
BL 3	(Barrington - Lee Bound 3)
BL 4	(Barrington - Lee Bound 4)
BL 5	(Barrington - Lee Bound 5)
BLN 1	(Barrington - Lee - Nottingham Bound 1)

TABLE OF BOUNDS AND POSITIONS

BOUND BL1:

- **LAWS OF NEW HAMPSHIRE 1983 CHAPTER 199 (HB 435)***
"An act legalizing a certain marker placed along the boundary between the towns of Lee and Barrington"
- **PORTION OF FRED DREW 1981 PLAN FOR NEW BOUND – NOT SET**
- **NORWAY PLAINS SURVEY ASSOCIATES 2012 PLAN FOR SETTING BOUND**

PERAMBULATION OF THE LINES BETWEEN THE TOWNS OF LEE AND BARRINGTON (1969, 1976, 1992)

PORTION OF TOWN OF LEE ROAD MAP

PORTION OF 1919 USGS TOPOGRAPHIC MAP

INTRODUCTION

This report has been prepared to document the perambulation of the common Town Line between Barrington and Lee, New Hampshire. The perambulation was performed on September 21, 2012 by Marcia Gasses, Town Planner and Land Use Administrator and Peter Cook, Road Agent for the Town of Barrington and by Caren Rossi, Planning/Zoning and Health Administrator and Robert Moynihan (Licensed Land Surveyor) for the Town of Lee.

The route followed was from North to South (see Overview Maps on pages 8-10). Photos were taken and GPS (Global Positioning System) coordinates (WGS 84 Datum) obtained for each town bound found. A "Recreation-grade" GPS (Garmin GPS II Plus) receiver was used, with an accuracy in the 10 to 20 foot range. The coordinates given in the report are Latitude and Longitude based on the WGS 84 Datum.

(Note that one arc second of Latitude is approximately 100 ft. on the ground and one arc second of Longitude is approximately 75 ft. – at this latitude)

The perambulation description used is a copy of those used earlier by the towns with the addition of bound designation numbers, updated road names, Latitude and Longitude, and any missing or modified bounds. The distances and directions used in the earlier perambulations were not changed.

Perambulation of the lines between the towns of Lee and Barrington

(September 21, 2012) (Walking North to South)
(Revisions and notes in **bold red**)

Perambulation of the lines between the towns of Lee and Barrington (1976) (Walking south)

[BLM-1] We, the Selectman or their designees (signatures below) of the above named towns, met at a stone in the Emerson, marked B.L.M. 1857, 1948, 1955, 1969. **(BLM-1)** being the corner of the towns of Lee, Madbury, and Barrington on the 21st day of September, 2012, for the purpose of perambulating the lines of said towns, and renewing the marks and bounds according to law.

[BL-1] Beginning at the above named stone thence south 44° 15' west **(3989 ft)** to a **Granite Bound marked B and L on top which was set on July 23, 2013, on the East edge of NH RT-125 –set flush with the ground (per 1983 Legislative Act).**

[BL-2A] Thence south _____ **west (2114.3 ft)** to a stone in the field, of George Pinkham (now Evans) marked B.L. 1871

[BL-2] Thence south 44° 55' west 16 rods 24 links **(267.96 ft)** to a stone set in the ground on the westerly side of the road leading westerly by George Pinkham's and John Smith's (now Evans), October 4, 1898, and reset, October 12, 1899, on the true line, 1906, 1955, 1992

[BL-3] Thence south 44° 55' west 88 rods 9 links **(1466.85 ft)** to a stone on the northerly side of the Tibbett's Road, so-called, marked B.L. 1899, 1906, 1955

[BL-4] Thence same course 124 rods 4 links **(2052.60 ft)** to a stone on the south side of the Turnpike Road, so-called, marked B.L. 1899, 1955

[BL-5] Thence same course 130 rods 15 links **(2147.48 ft)** to a road leading westerly Samuel Lanes to a stone set in the ground marked B.L. 1899, 1955, **1992**

[BLN-1] Thence same course 147 rods 10 links **(24271.15 ft)** to a stone set in the ground in Alfred Durgin's land marked B.L.N. 1836, 1841, 1864, 1871, 1855, 1899, 1906, 1913, 1920, 1927, 1934, 1941, 1948, 1955, being the corner of Barrington, Lee, and Nottingham. The whole distance being 841 rods 62 links **(13889.54 ft).**

- - - - -

Signatures Page below

Caren Rossi

Caren Rossi
Planning, Zoning and Health
Administrator

Robert Moynihan

Robert Moynihan, PE, LLS

Perambulated for Lee

Selectmen of Lee

Marcia Gasses

Marcia Gasses
Town Planner and Land Use
Administrator

Peter Cook

Peter Cook
Road Agent

Perambulated for Barrington

Michael Stone

Klemmalley

David Hatte

Selectmen of Barrington

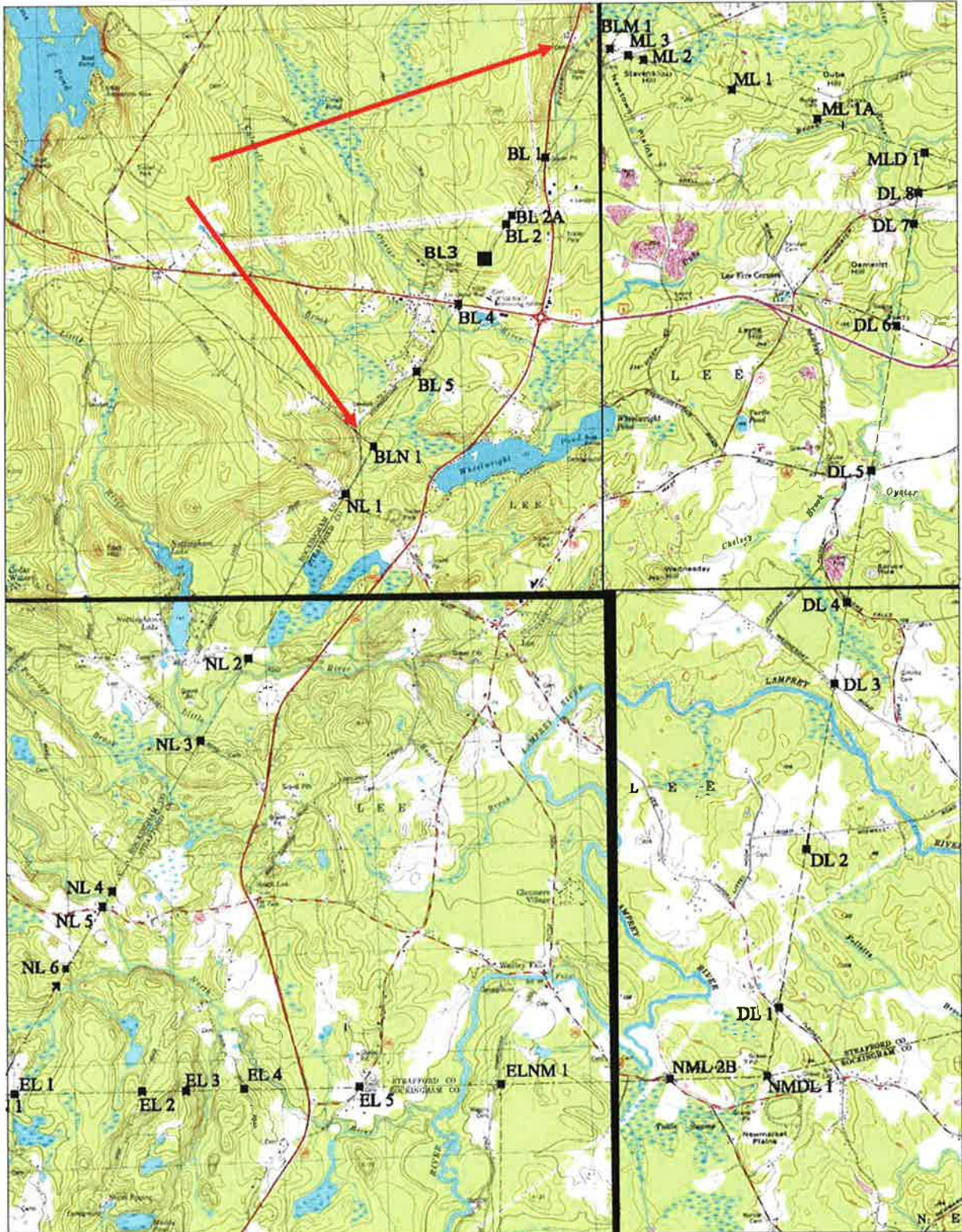
Received and Recorded the ____ day of _____, _____

Book ____ Page ____

Town Clerk of _____

SUPPORTING DOCUMENTATION

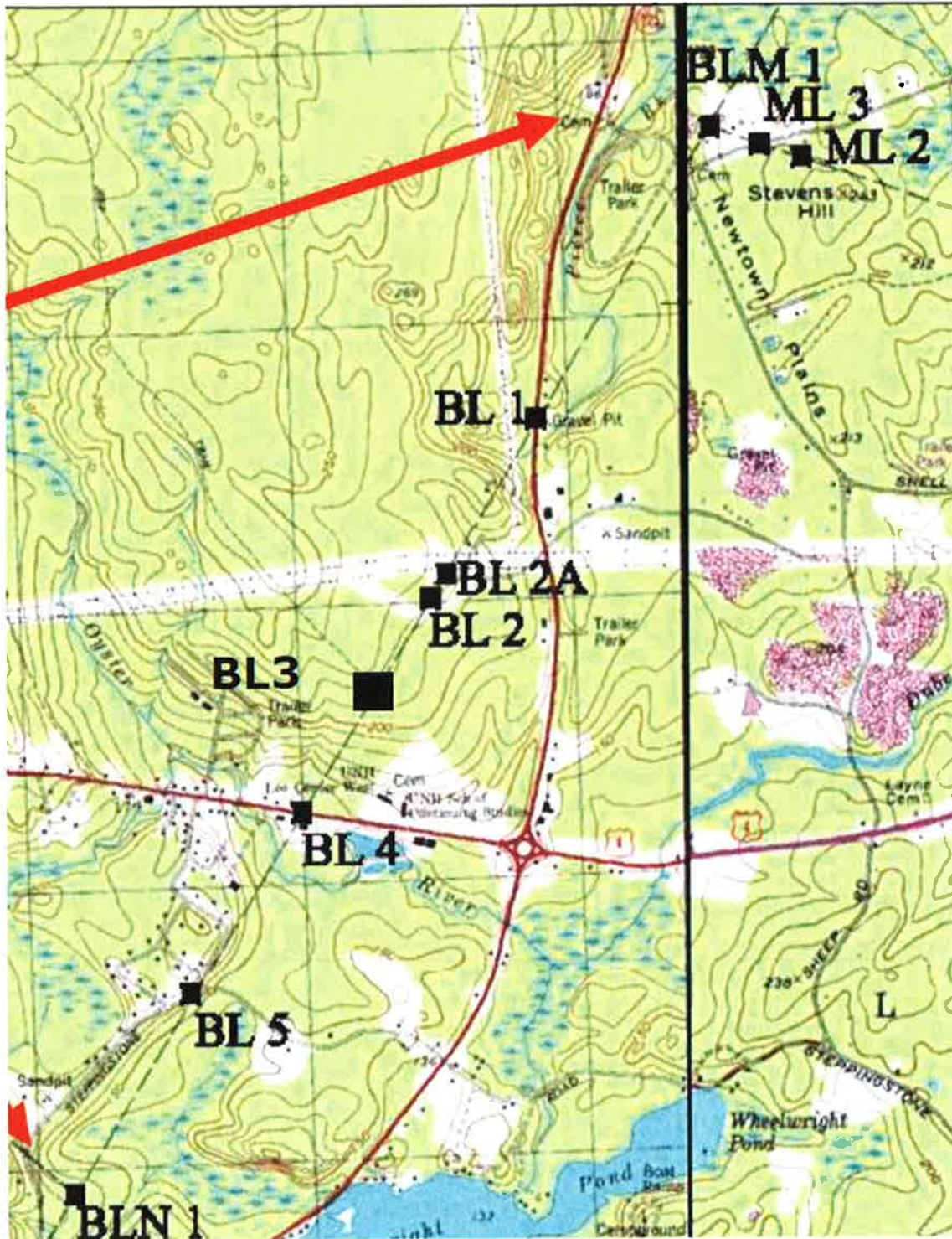
OVERVIEW MAP OF TOWN LINE AND BOUND DESIGNATIONS



OVERVIEW AERIAL OF TOWN LINE AND BOUND DESIGNATIONS



OVERVIEW MAP OF TOWN LINE AND BOUND DESIGNATIONS



BOUND BLM 1

Date: August 17, 2011

September 21, 2012

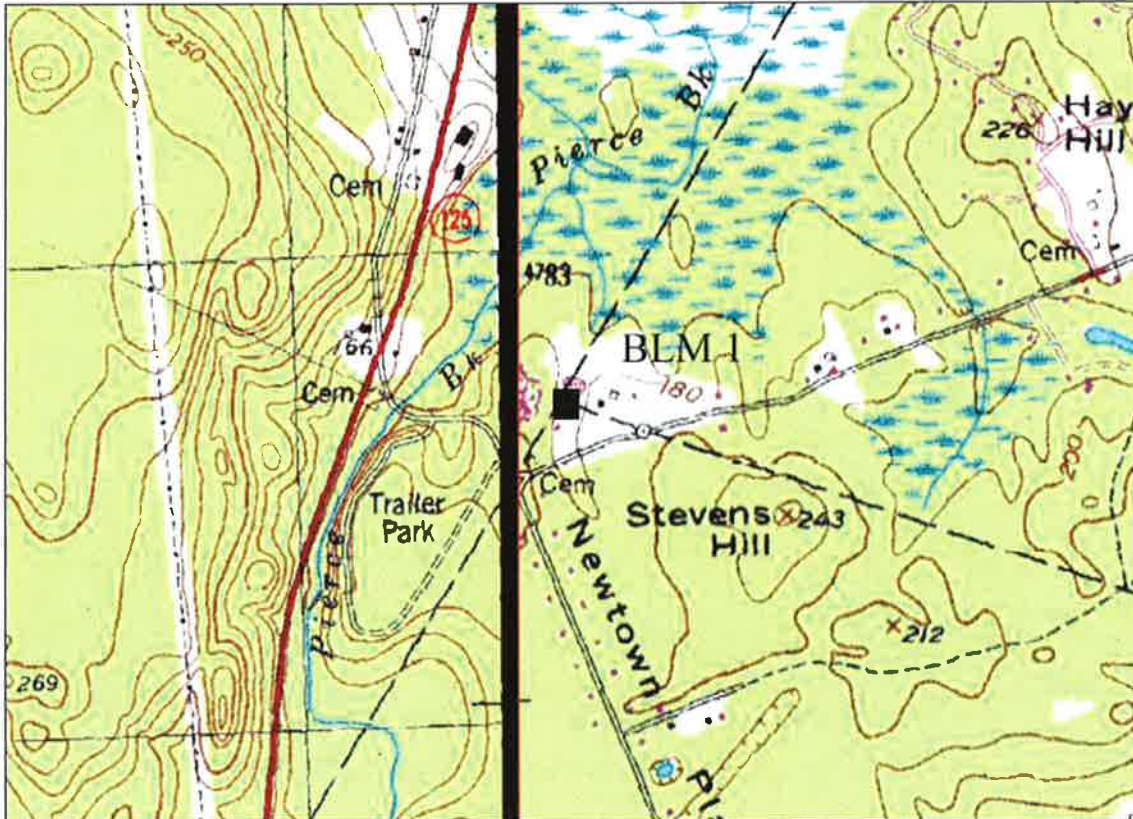
Latitude = 43° 10' 20.1"

43° 10' 21.3"

Longitude = 70° 59' 53.3" W

70° 59' 53.2" W

Stone BLM 1



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E = 1163218.03

N = 245577.25

GPS Location:

NHSPC NAD 83

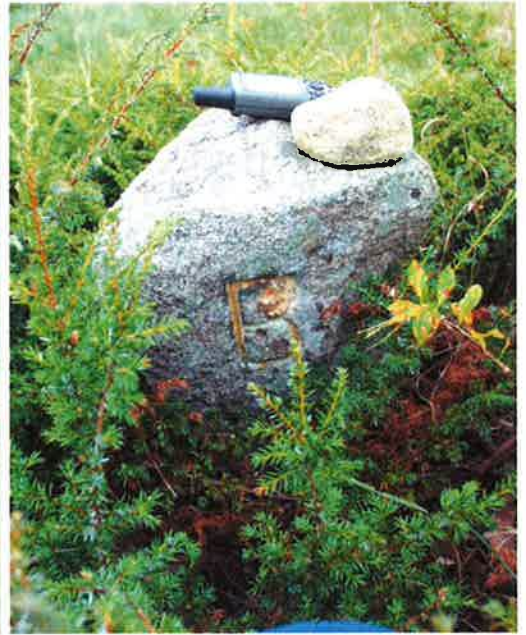
E = 1162603.96

N = 245827.66

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BLM 1

2004 photos



BOUND BLM 1

2011 photos (Madbury Peramb.)



BOUND BLM 1

2012 photos



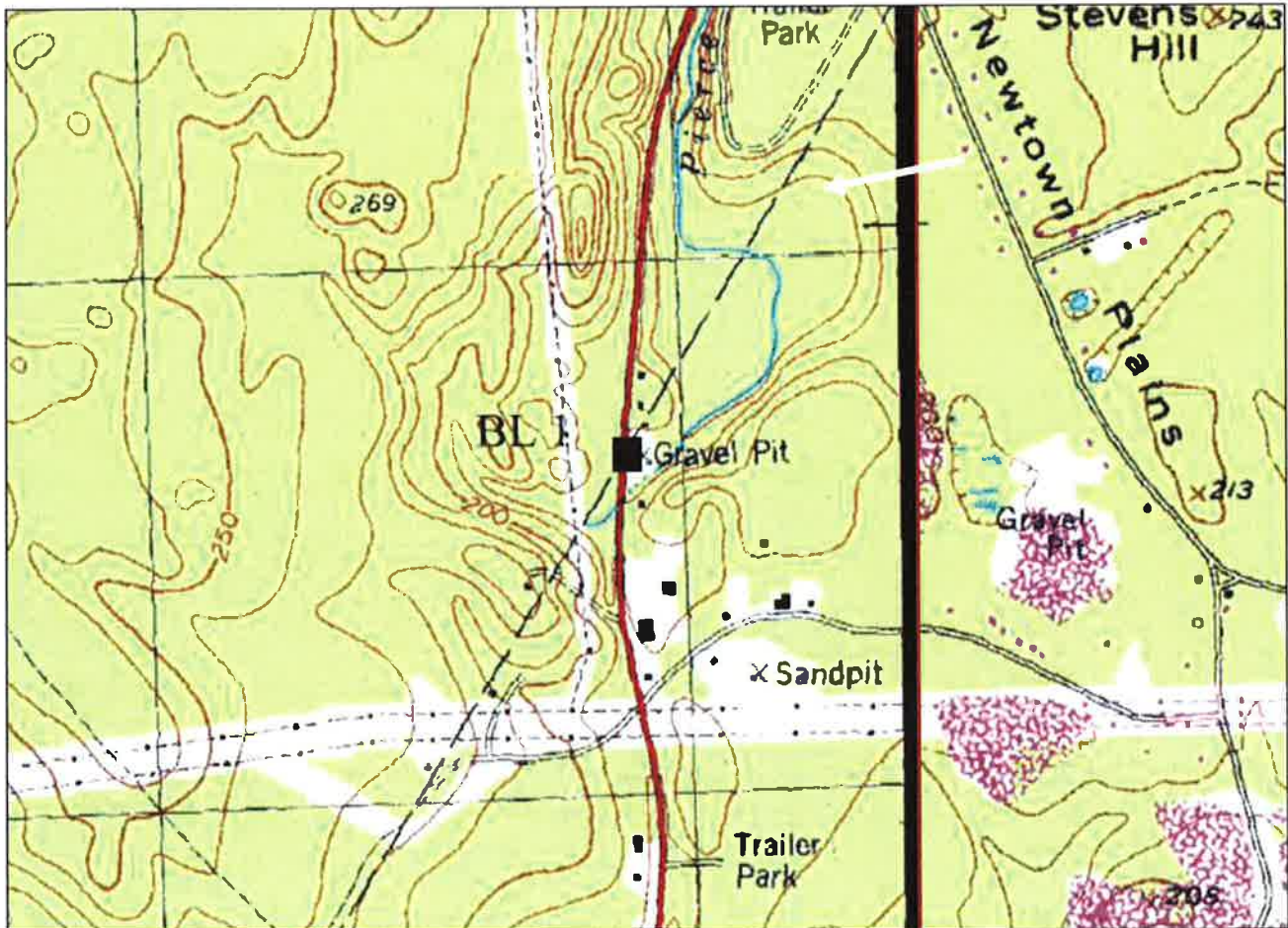
BOUND BL 1

Date: Set July 23, 2013

Latitude = 43° 09' 47.3" N

Longitude = 71° 00' 20.7" W

Stone BL 1



Scale 1" = 1000'

**SETTING BARRINGTON - LEE TOWN BOUND BL1 @ NH Route 125
JULY 23, 2013**



BOUND BL 1



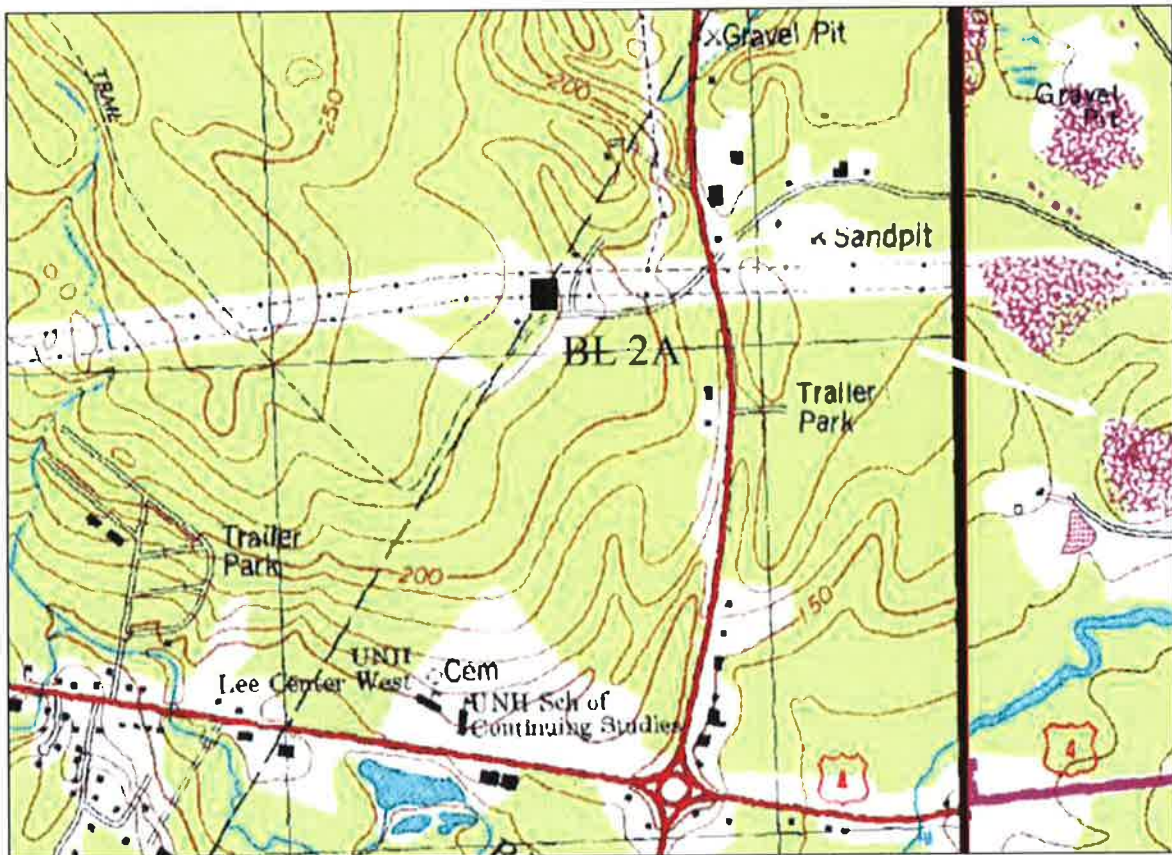
BOUND BL2A 2012

Date: September 21, 2012

Latitude = 43° 09' 29.6" N

Longitude = 71° 00' 35.3" W

Stone BL 2A



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E =
N =

GPS Location: NHSPC NAD 83

E = 1159525.35
N = 240568.67

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BL 2A
2004 photos



BOUND BL 2A

2004 photos



BOUND BL2A
2012 Photos



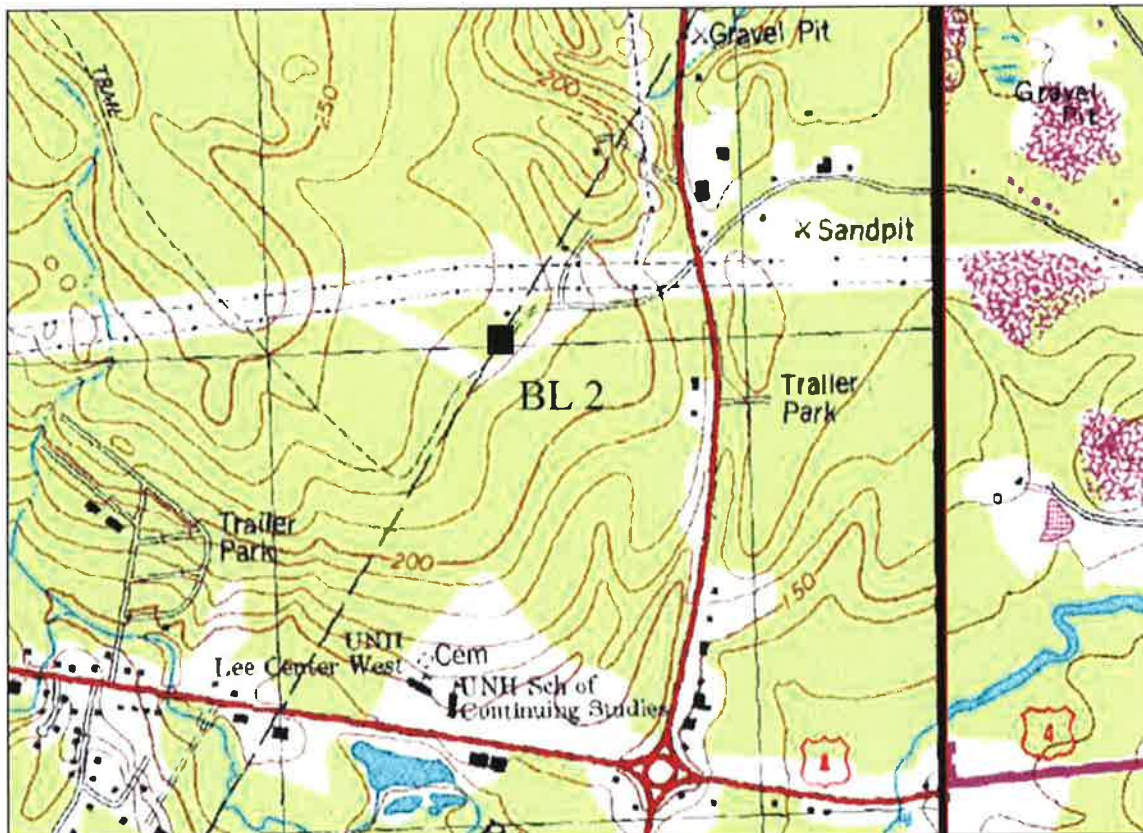
BOUND BL2 2012

Date: September 21, 2012

Latitude = 43° 09' 26.9" N

Longitude = 71° 00' 37.5" W

Stone BL 2



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E = 1159303.26

N = 240200.46

GPS Location: NHSPC NAD 83

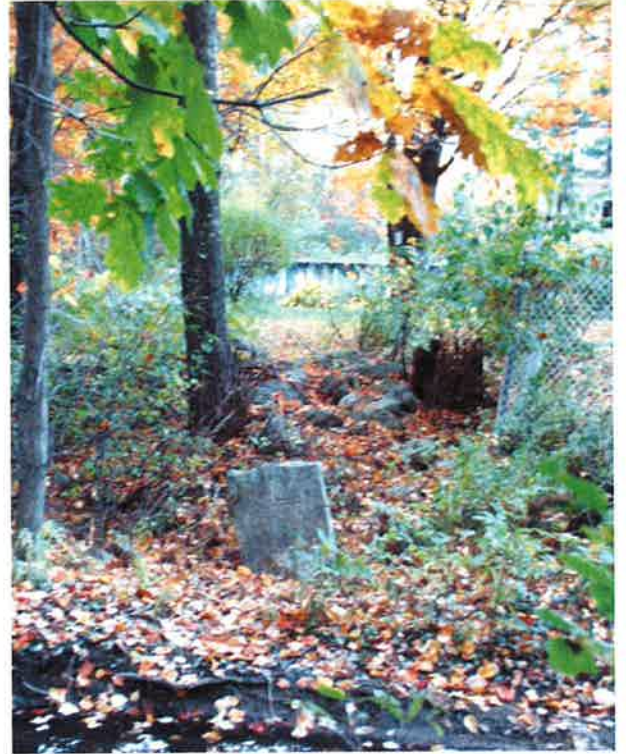
E = 1159371.53

N = 240334.59

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BL 2

2004 photos



BOUND BL2

2012 Photos



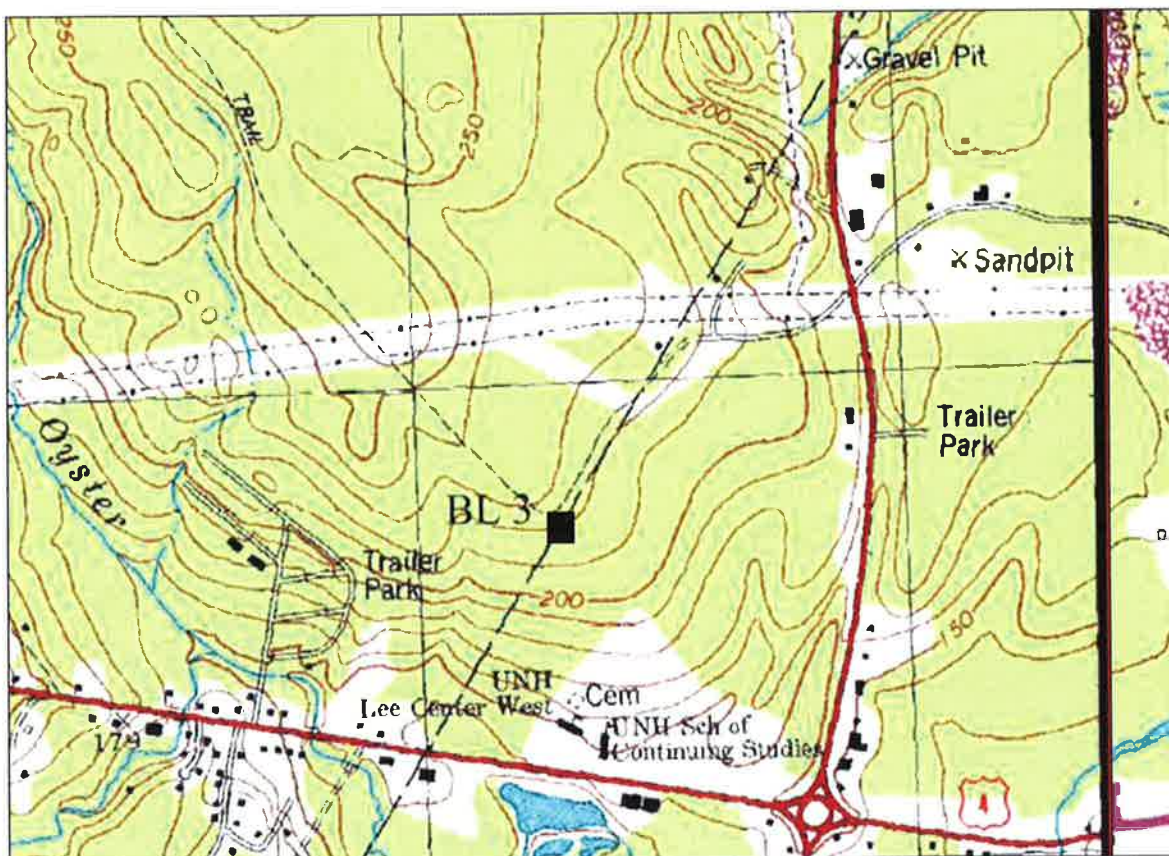
BOUND BL3 2012

Date: September 21, 2012

Latitude = 43° 09' 15.30" N

Longitude = 71° 00' 47.2" W

Stone BL 3



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E =

N =

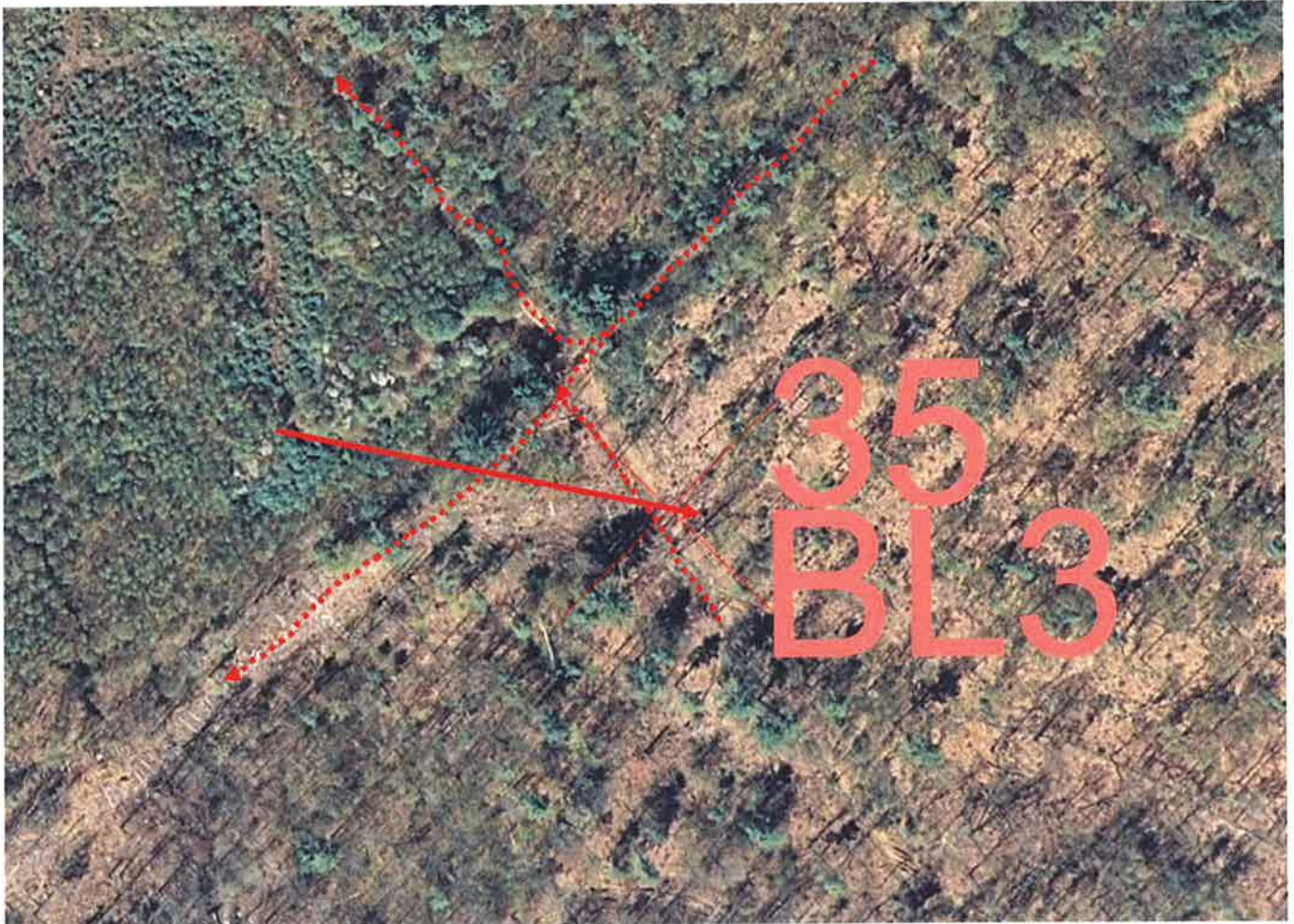
GPS Location: NHSPC NAD 83

E = 1158647.30

N = 239103.81

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BL 3



BOUND BL 3

2004 photos



BOUND BL3

2012 photos



Looking North



Looking East



BOUND BL4

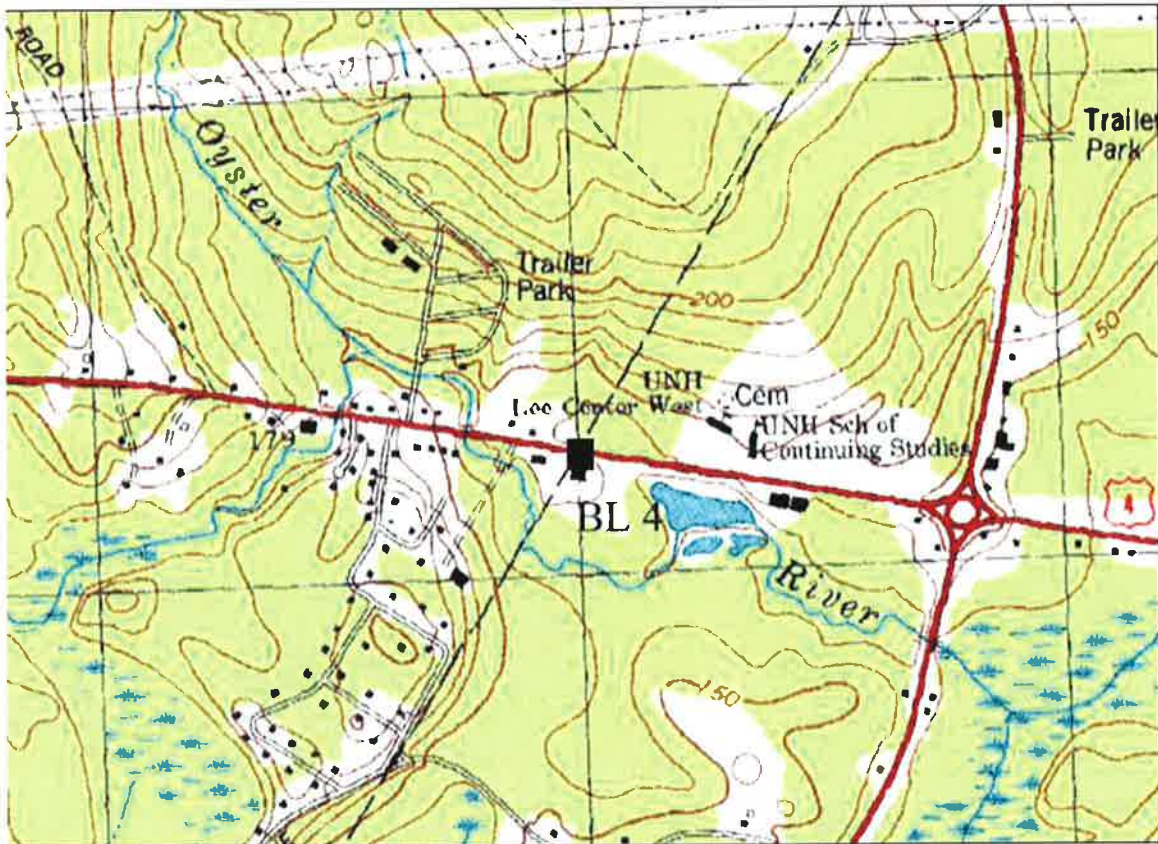
2012

Date: September 21, 2012

Latitude = 43° 09' 01.0" N

Longitude = 71° 00' 59.2" W

Stone BL 4



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E = 1157772.49

N = 237667.51

GPS Location: NHSPC NAD 83

E = 1157746.74

N = 237656.06

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BL 4

2004 photos



BOUND BL4

2012 photos



BOUND BL5

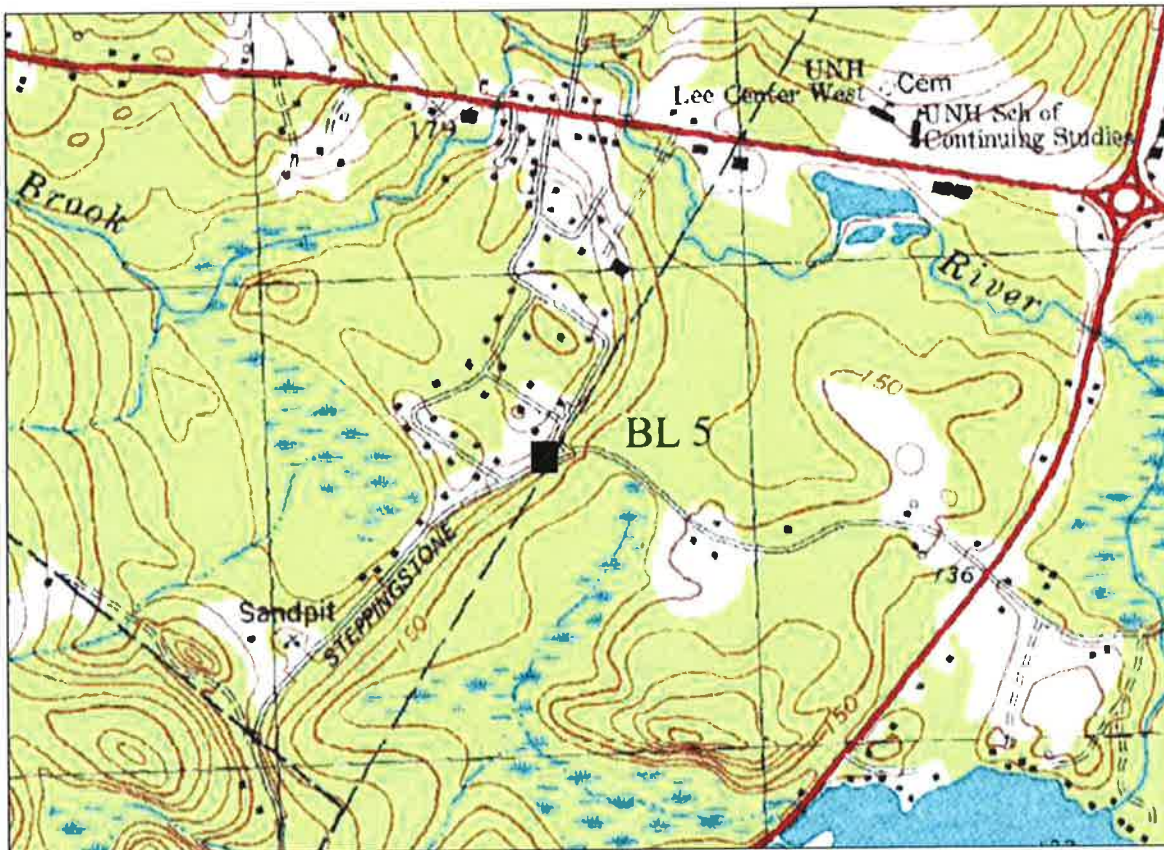
2012

Date: September 21, 2012

Latitude = 43° 08' 40.9" N

Longitude = 71° 01' 16.4" W

Stone BL 5



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E = 1156440.33
N = 235519.54

GPS Location: NHSPC NAD 83

E = 1156516.60
N = 235675.19

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BL 5

2004 photos



BOUND BL5

2012 photos



BOUND BLN1

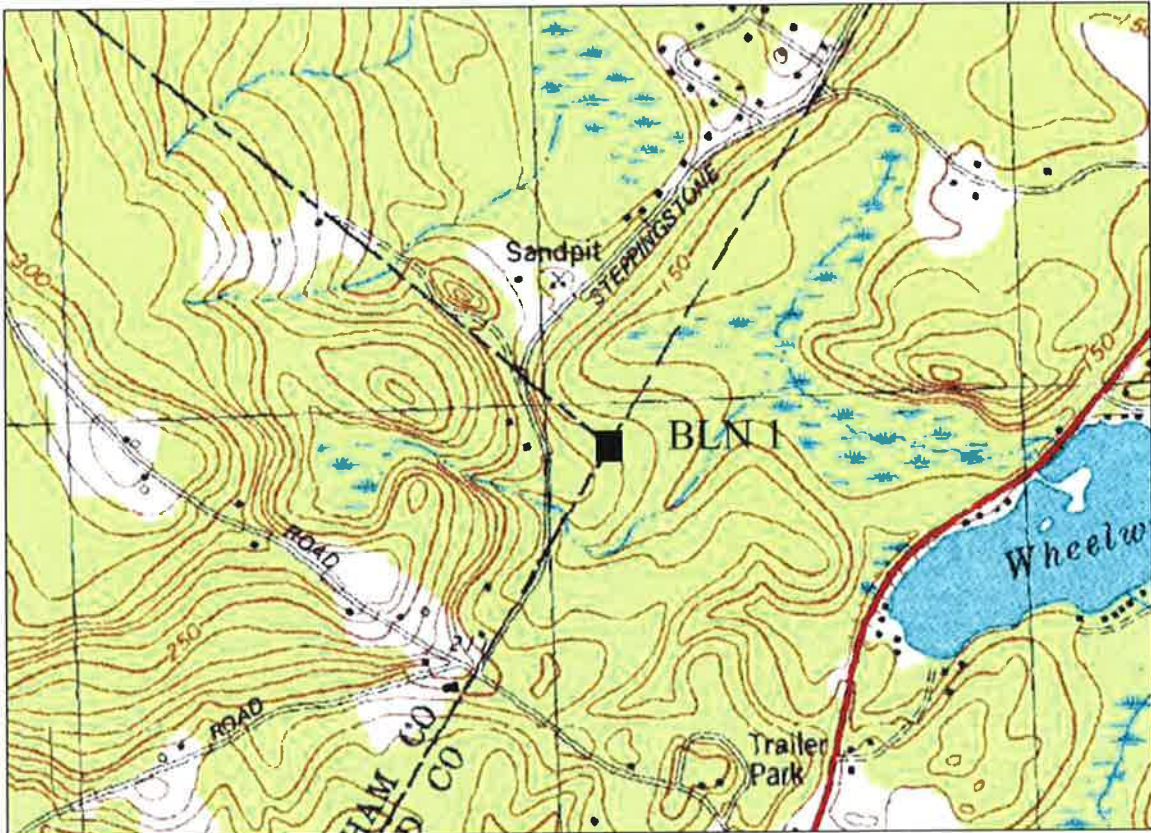
2012

Date: September 21, 2012

Latitude = 43° 08' 18.0" N

Longitude = 71° 01' 35.5" W

Stone BLN 1



Scale 1" = 1000'

Estimated Location: NHSPC NAD 83

E = 1155068.44

N = 233151.58

GPS Location: NHSPC NAD 83

E = 1155118.49

N = 233325.61

See Table of Bounds
and Positions at the
end of the report for
the current values.

BOUND BLN 1

2004 and 2008 photos



BOUND BLN1
2012 photos

No Photos in 2012
Situation
similar to 2008

TOWN BOUNDS OF LEE AND BARRINGTON NH

2012 PERAMBULATION

9-21-2012 R. Moynihan

2012 Garmin GPS Positions (* Norway Plains Survey Associates Position)

Bound	NHSPC NAD 83 (ft.)		NAD 83 (dms)		DESCRIPTION
	N	E	LAT	LONG	
BLM1	245838	1162599	43 10 21.3	70 59 53.2	Stone Bound located in juniper bushes behind (formaly)Jordan home on Hayes Rd.
BL1	*242388.70	*1160587.71	43 09 47.4	71 00 20.7	Granite Bound set flush on east side of NH Route 125 on 7/23/2013
BL2A	240577	1159515	43 09 29.6	71 00 35.3	Stone Bound on north side of Pinkham Road - west of NH Rt. 125, under high tension lines
BL2	240302	1159357	43 09 26.9	71 00 37.5	Stone Bound on west side of closed part of Pinkham Rd. - just past house
BL3	239124	1158646	43 09 15.30	71 00 47.2	Stone Bound on north side of trail (formerly Tibbet's Rd.) at intersection with old Pinkham Rd.
BL4	237665	1157772	43 09 01.0	71 00 59.2	Stone Bound on south side of NH route 4, west of the traffic circle
BL5	235627	1156507	43 08 40.9	71 01 16.4	Stone Bound at intersection of Grummet Hill (Meadowbrook Dr.?) and Steppingstones Roads
BLN1	233295	1155114	43 08 18.0	71 01 35.5	Stone Bound approx 800 feet east of Steppingstones Road

Laws of New Hampshire 1983

CHAPTER 199 (HB 435)

**AN ACT LEGALLIZING A CERTAIN MARKER PLACED ALONG THE
BOUNDARY BETWEEN THE TOWNS OF LEE AND BARRINGTON**

*Be it Enacted by the Senate and House of Representatives in General court
convened:*

199:1 Boundary Marker Legalized. The placement of a stone marker along the boundary line between the towns of Lee and Barrington, located at the edge of the New Hampshire route 125 right of way at coordinates north 242, 355.12, east 676, 210.82, as approved at the 1981 annual town meetings of the towns of Lee and Barrington, is hereby legalized, ratified and confirmed.

199:2 Effective Date. This act shall take effect upon its passage.

[Approved June 16, 1983.]

[Effective Date June 16, 1983.]

n/y Dorothy Hill

N 31° 37' 45" E -

278.15'

PINKHAM

EXISTING STONE
Stone Post Marked 'L' - B

N - 240,293.65
E - 674,997.06

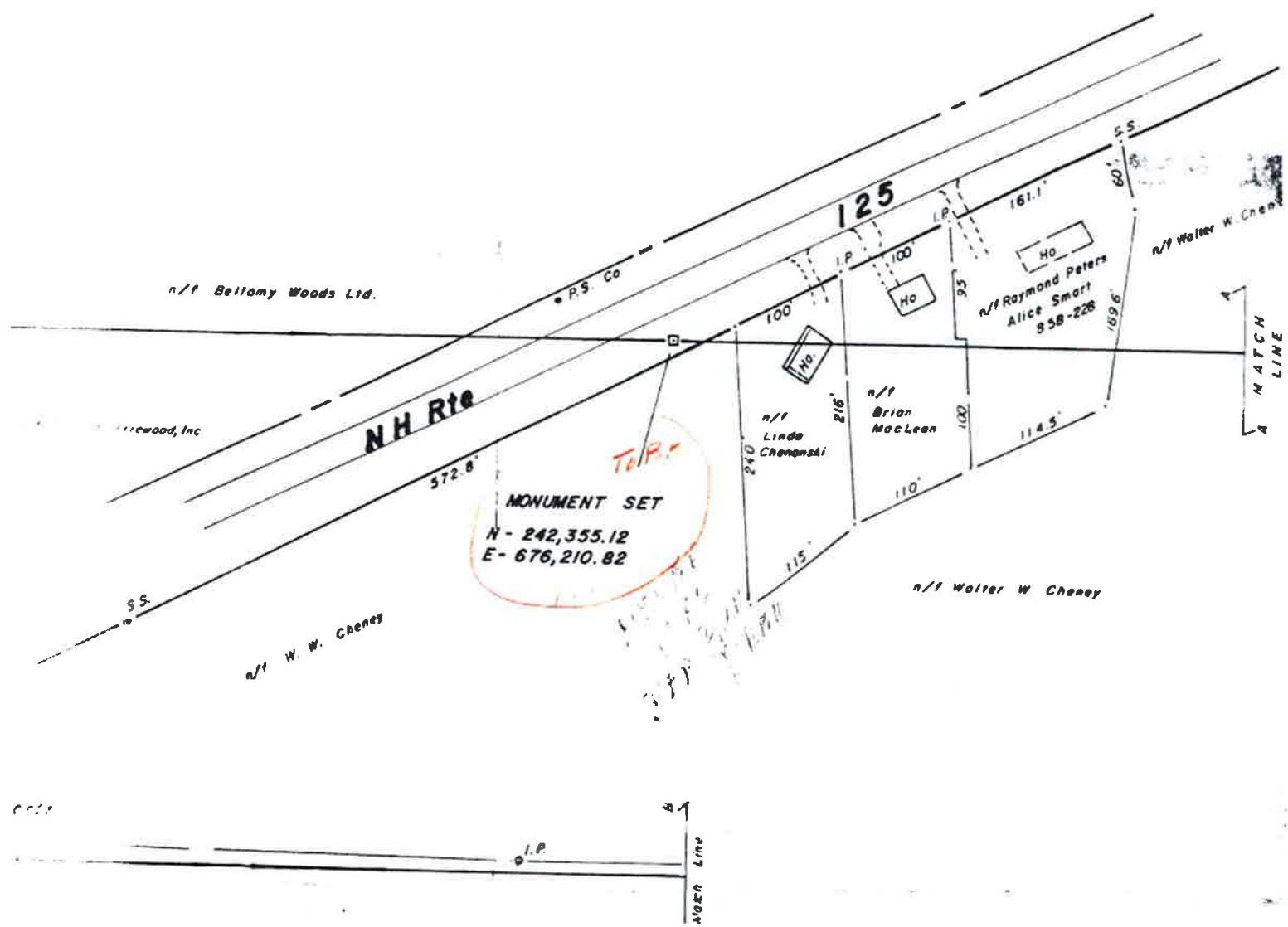
EXISTING STONE
Fieldstone on Ground Marked 'L' - B

N - 240,530.48
E - 675,142.92

ROAD

n
Line A

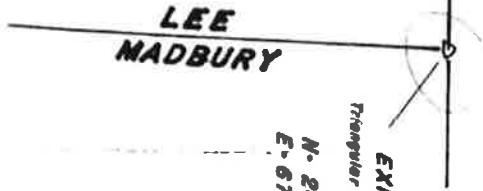
n/y W. W. Cheney



MONUMENT SET
 N - 242,355.12
 E - 676,210.82

T.O.P.
 125
 100
 100
 95
 161.1'
 60'
 169.6'
 114.5'
 110'
 115'
 216'
 210'
 572.8'
 55

LONGHILL



EXISTING STONE

Triangular Stone Post Marked 'B-L-L-N'

N- 245, 790.15
E- 670, 225.91

1-504-07



**BARRINGTON - LEE
TOWN LINE**

RESURVEY OF A PORTION OF THE

BARRINGTON and LEE N. H.

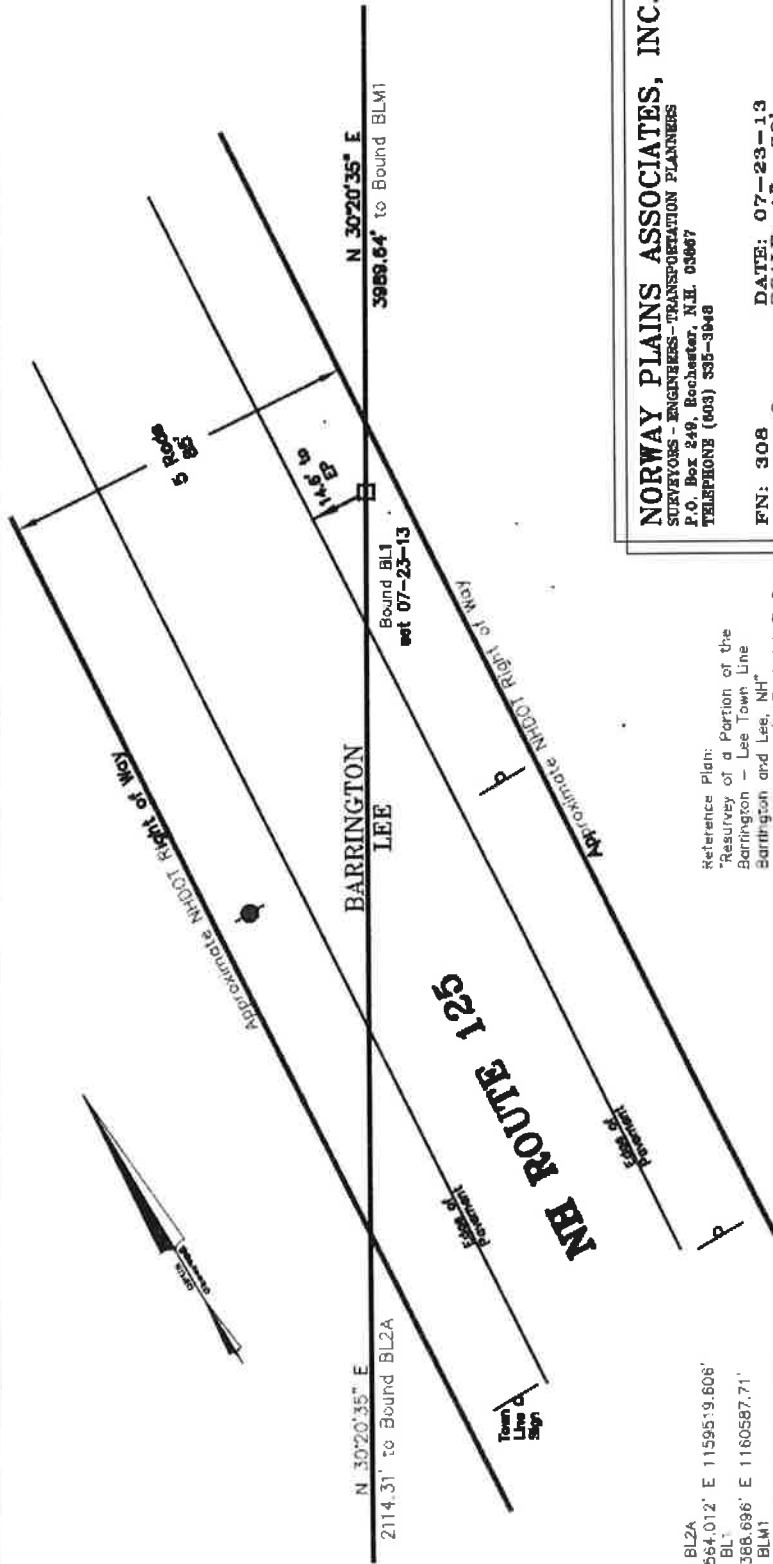
Scale: 1" = 100'

May 1961



MONUMENTATION SKETCH

This Is Not A Boundary Survey



NORWAY PLAINS ASSOCIATES, INC.
 SURVEYORS - ENGINEERS - TRANSFORMATION PLANNERS
 P.O. Box 249, Rochester, N.H. 03867
 TELEPHONE (603) 335-3948

RN: 308 DATE: 07-23-13
 JN: 12210 SCALE: 1" = 30'

Reference Plan:
 "Resurvey of a Portion of the
 Barrington - Lee Town Line
 Barrington and Lee, NH"
 Dated May, 1981 by Frederick E. Drew

Bound BL2A
 N 240564.012' E 1159519.606'
 Bound BL1
 N 242368.696' E 1160587.71'
 Bound BLM1
 N 245831.818' E 1152603.191'

1969 PERAMBULATION

PERAMBULATION OF THE BOUNDARIES OF BARRINGTON AND LEE

5th ATTN

The Selectmen of said towns met at a stone in the field marked B. L. 1. being the corner of the towns of Lee, Madbury, and Barrington on the 15 day of Nov 1969 for the purpose of preambulating the lines of said towns and renewing the marks and bounds according to the law.

Commencing in the field of said *Ridgely* at a stone marked B. L. 1. 1857, 1943, 1955, south 44' 15" west 336 rods to a stone in the field of *Richard Adams* marked B. L. 1871 thence south 44' 55" west 15 rods 24 links to a stone set in the ground on the westerly side of the road marked Oct. 4, 1898 and reset Oct. 12, 1899 on the true line 1906, 1955, thence south 44' 55" west 88 rods 9 links to a stone on the northerly side of the Tibbetts Road, so called, marked B. L. 1899, 1906, 1955, thence same course 124 rods 4 links to a stone on the south side of the Turnpike Road (U.S. 4) marked B. L. 1899, 1906, 1913, 1943, 1955, 62

Along the same course 130 rods 15 links to a road leading westerly from *Edge* to a stone marked B. L. 1899, 1955, thence along the same course 147 rods 10 links to a stone marked B. L. 1841, 1854, 1871, 1878, 1885, 1899, 1906, 1913, 1920, 1927, 1934, 1941, 1943, 1955, being the corner of Barrington, Lee, and Nottingham the whole distance being 841 rods 62 links.

In witness whereof we have set our hands this 15 day of Nov 1969.

Harold S. 1979

James G. Gandy

Robert G. Adams

L. P. Adams

Selectmen of
 Barrington

 Selectmen of
 Lee

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Perambulation of the lines between the Towns of Lee and Barrington

We the Selectmen of said towns met at a stone in the Emerson field marked B.L.M. being the corner of the towns of Lee, Madbury and Barrington on the day of, 1969 for the purpose of perambulating the lines of said towns, and renewing the marks and bounds according to law.

Commencing at a stone in said Emerson's field, marked B.L.M. 1857, 1948 1955 and south 44-15' West 335 rods to a stone in the field of George Finkham (now ~~Evans~~ ^{Evans}) marked B.L. 1871 thence south 44 55" West 16 rods 24 links to a stone set in the ground on the westerly side of the road leading westerly by George Finkham's and John Smith's (now Evans), October 4, 1898 and reset October 12, 1899 on the true line 1906, 1955; thence south 44 55' West 88 rods 9 links to a stone on the northerly side of the Tibbets Road (so called), marked B.L. 1899, 1906, 1955; thence same course 124 rods 4 links to a stone on the South side of the Turnpike Road (so called) marked B.L. 1899, 1955; thence same course 130 rods 15 links to a road leading westerly Samuel Lane's to a stone set in the ground marked B.L. 1899 1955; thence same course 147 rods 10 links to a stone set in the ground in Alfred Durgin's land marked B.L.N. 1836 1841 1864 1871 1878 1885 1899 1906 1913 1920 1927 1934 1941 1948 1955 being the corner of Barrington, Lee and Nottingham. The whole distance being 841 rods 62 links.

In witness whereof we have set our hands this.....day of, 1969.

.....
Selectmen
..... of
Barrington
.....
.....
Selectmen
..... of
Lee
.....

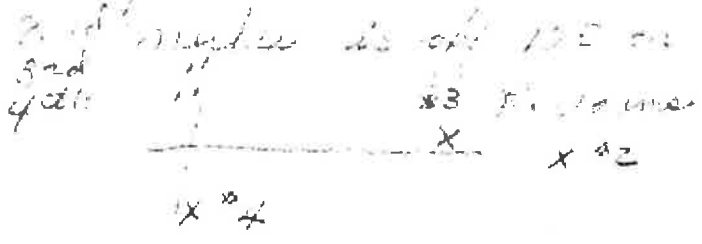
Received and recorded this.....day of....., 1969

.....
Town Clerk of Lee, N. H.

Book 9, Page.....

1800 approx

1st marker on middle of Bigby's road
on Haystack in the corner is B. & M. building



1800

5th marker is corner of driveway (corner) and U.S. 4

6th
7th



1976 PERAMBULATION

TOWN OF LEE, N. H.

PERAMBULATION OF THE LINES BETWEEN THE TOWNS OF LEE AND BARRINGTON

We, the Selectmen of the above named towns, met at a stone in the Emerson field marked B. L. M. being the corner of the towns of Lee, Madbury, and Barrington, on the 15th day of November, 1976, for the purpose of perambulating the lines of said towns, and renewing the marks and bounds according to law.

Commencing at a stone in said Emerson's field, marked B. L. M. 1857, 1948, 1955, 1969, and south 44° 15' west 335 rods to a stone in the field of George Pinkham (now Evans) marked B.L. 1871, thence south 44° 55' west 16 rods 24 links to a stone set in the ground on the westerly side of the road leading westerly by George Pinkham's and John Smith's (now Evans), October 4, 1898, and reset, October 12, 1899, on the true line, 1906, 1955; thence south 44° 55' west 88 rods 9 links to a stone on the northerly side of the Tibbett's Road, so-called, marked B. L. 1899, 1906, 1955; thence same course 124 rods 4 links to a stone on the south side of the Turnpike Road, so-called, marked B. L. 1899, 1955; thence same course 130 rods 15 links to a road leading westerly Samuel Lane's to a stone set in the ground marked B. L. 1899, 1955; thence same course 147 rods 10 links to a stone set in the ground in Alfred Durgin's land marked B. L. M. 1836, 1841, 1864, 1871, 1855, 1899, 1906, 1913, 1920, 1927, 1934, 1941, 1948, 1955, being the corner of Barrington, Lee, and Nottingham. The whole distance being 841 rods 62 links. All bounds marked with ~~orange~~ paint.

IN WITNESS WHEREOF WE HAVE SET OUR HAND THIS 15th DAY OF November, 1976.

Sally J. Thorn
Mary Cartland Emhardt
[Signature]

Stanley Clark
Karen Curtis

FOR THE SELECTMEN OF BARRINGTON

SELECTMEN OF LEE

Received and recorded this _____ day of _____, 1976.
Book _____ Page _____

TOWN CLERK OF LEE

1976 PERAMBULATION (EDITED)

Perambulation of the lines between the towns of Lee and Barrington (1976)
(Walking south)

We, the Selectman of the above named towns, met at a stone in the Emerson field marked B.L.M. 1857, 1948, 1955, 1969 (BLM-1) being the corner of the towns of Lee, Madbury, and Barrington on the _____ day of _____, 1976, for the purpose of perambulating the lines of said towns, and renewing the marks and bounds according to law.

{ [BL-1] Beginning at the above named stone thence south 44° 15' west (4002 ft) to a proposed stone monument, not yet set, on the East edge of NH RT-125. }

[BL-2A] Commencing at a stone in said Emerson's field, marked, and south 44° 15' west 335 rods (5527.5 ft) to a stone in the field, of George Pinkham (now Evans) marked B.L. 1871

[BL-2] Thence south 44° 55' west 16 rods 24 links (267.96 ft) to a stone set in the ground on the westerly side of the road leading westerly by George Pinkham's and John Smith's (now Evans), October 4, 1898, and reset, October 12, 1899, on the true line, 1906, 1955

[BL-3] Thence south 44° 55' west 88 rods 9 links (1466.85 ft) to a stone on the northerly side of the Tibbett's Road, so-called, marked B.L. 1899, 1906, 1955

[BL-4] Thence same course 124 rods 4 links (2052.60 ft) to a stone on the south side of the Turnpike Road, so-called, marked B.L. 1899, 1955


[BL-5] Thence same course 130 rods 15 links (2147.48 ft) to a road leading westerly Samuel Lanes to a stone set in the ground marked B.L. 1899, 1955

[BLN-1] Thence same course 147 rods 10 links (24271.15 ft) to a stone set in the ground in Alfred Durgin's land marked B.L.N. 1836, 1841, 1864, 1871, 1855, 1899, 1906, 1913, 1920, 1927, 1934, 1941, 1948, 1955, being the corner of Barrington, Lee, and Nottingham. The whole distance being 841 rods 62 links (13889.54 ft). All bounds marked with blue paint.

- - - - -

1992 PERAMBULATION

MEMORANDUM TO THE FILE

SUBJECT: Perambulation of Town Bounds - Barrington
FROM: Selectman Jay S. Grumbling 
DATE: September 26, 1992

At 9:00 a.m. Saturday, September 26, 1992 Selectman Grumbling joined a Committee from the Town of Barrington to visit each of five town bounds on the Lee-Barrington line.

The Barrington Volunteer Committee was made up of:

Ron Landry - Barrington Road Agent
Charles Karcher - Norway Plains Survey Assoc.
Joe Runnals - Norway Plains Assoc.

The Town of Barrington is the Senior town and has the responsibility to notify Lee of the once in seven year requirement to perambulate the town bounds. They will respond to the Secretary of State.

We visited the five bounds on the Lee-Barrington line and chiseled on each the year 1992 then painted the "B", "L", "M" and the 1992 with yellow paint. Each bound has a drill hole and all are granite rock set in 1898/1899.

The bounds were as follows:

1. Lee-Nottingham-Barrington bound off Steppingstones Road West just North of its intersection with Mitchell Road and North of the Lee property of John LaCourse.
2. Lee-Barrington bound on line at the intersection of Steppingstones Road West and the Barrington town road of Crummet Hill Road. The bound is in the triangular center formed by the roads and located at the Northwest angle.
3. Lee-Barrington bound on line located on the South side of Route 4 on property of Alan Binnie, said bound being about 2400 feet West of the Lee traffic circle.
4. Lee-Barrington bound on line on the Class VI section of Pinkham Road West. The bound is in the remains of a rock wall about five feet off the dirt road and some thirty feet from the enclosed side porch

RECEIVED
FEB 27 1993
BARRINGTON TOWN

of a house.

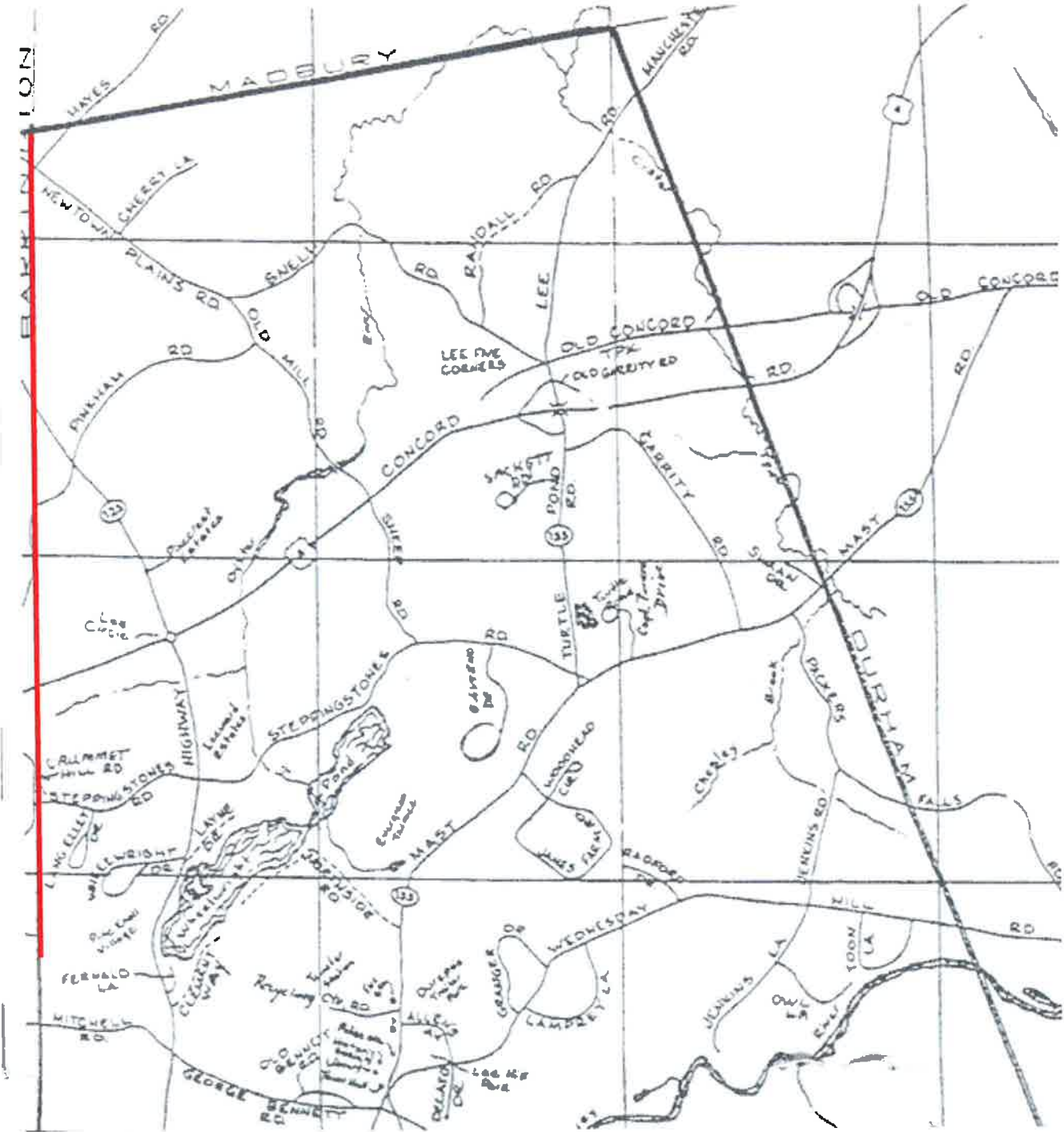
5. Lee-Barrington-Madbury bound off Lee Oak Road in Barrington near the intersection of Newtown Plains Road and Hayes Road in Lee. This bound was accessed through a gravel pit on Lee Oak Road although the bound is in the back yard of the Charles Allen Wharmby house in Lee on Hayes Road.

The paperwork will be prepared by Barrington and forwarded to Lee.

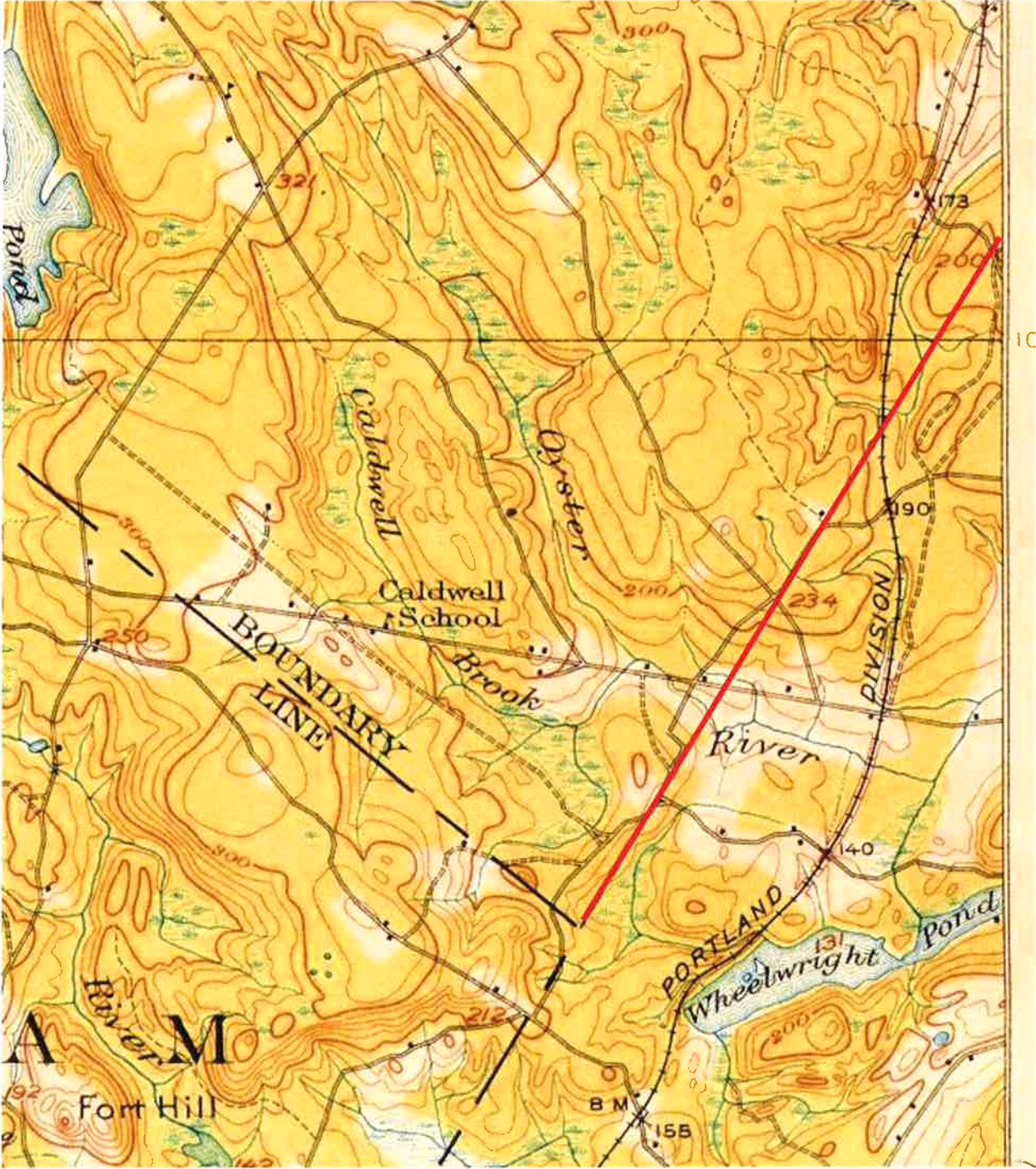


A handwritten signature in dark ink, appearing to be 'JSG', is written over a horizontal line.

Portion of Town of Lee Road Map



Portion of 1919 USGS Topographic Map



Vacation Request and Approval Form for Department Heads

Date: 9/30/2013

From: RANDY STEVENS
Department Head Name

To: **Board of Selectmen, Town of Lee, NH**

Please indicate below the dates you are requesting for your vacation period.

From	To
Oct 21 2013	Oct 25 2013

Please indicate below your available vacation time.

Vacation Time Available In Hours/Days	Vacation Time Taken in Last 12 Months in Hours/Days
336 Hours.	58 hours

Vacation is approved/disapproved.

John R. LaCourse
Chairman

Carole Dennis

David Cedarholm

Board of Selectmen

RECEIVED
SEP 30 2013
TOWN OF LEE, NH
SELECTMAN'S OFFICE



September 26, 2013

Board of Selectmen
Town of Lee
7 Mast Road
Lee, NH 03824

Re: Reactivation Fee

Dear Chairman and Members of the Board:

In keeping with our ongoing efforts to provide regular updates regarding our service, I am writing to inform you that effective November 1, 2013, due to increases in operating costs, the Late Fee will increase from \$8.00 to \$9.50 and the Reactivation Fee will increase from \$5.00 to \$6.00 for service(s).

Please be advised customers are receiving notification, in advance via bill message, of this change.

Should you have any questions, please do not hesitate to contact me at 603.334.3603.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government & Regulatory Affairs

