SELECT BOARD MEETING AGENDA & PUBLIC HEARING

DATE: 6:00pm Monday, July 21, 2014

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. Public Comment speaking time limited to 3 minutes.

5:30 p.m. Teleconference with Attorney

- 1. 5:50 p.m. Non-Public RSA 91-A:3 II (a) Police Chief personnel
- 2. Call to Order 6:00 pm
- 3. PUBLIC HEARING Application for NH Emergency Management Performance Grant in the amount of \$5,000 for the Town of Lee.
- 4. Public Comment
- 5. Scott Nemet, Fire Chief Local Emergency Operations Plan Update Project paperwork

 Ask the Board to approve the EMPG grant agreement under the terms that are presented by the Homeland Security &

 Emergency Management EMPG Program Manager, Cindy Richard. In addition, ask the Board to state what the grant is for,
 the total project cost and the amount of local match to record in the Minutes.
- 6. Randy Stevens, Highway Department Supervisor FEMA HMA Grant for Tuttle Road Bank Stabilization

 Ask the Board to guarantee that the Town of Lee will provide 25% of the cost of this project in the form of both cash and inkind labor, if the grant is received and to authorize the withdrawal of the funds from the Highway/Bridge CRF.
- 7. Annie Gasowski, Library Board of Trustees Chair Non-conforming Driveway on Bricker Property
 Ask the Board to meet with Daniel Bricker, Michelle Momenee and the Library Trustees in a non-public session to try to
 reach a mutually agreeable resolution to the driveway issue.
- 8. Bill Callen, Lee USA Speedway Manager Driver and Control Training at the Speedway

 Ask the Board's permission to provide training on car control skills for on and off road vehicles through a third party

 (Absolute Vehicle Control) to military special forces, police and civilian personnel.
- 9. Julie Glover, Town Administrator Report
 - Fair Insurance
 - Needs Assessment RFP
 - Miscellaneous
- 10. Consent Agenda Items (Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

Abatements (5)
Application for Ag Commission
Application for Planning Board Alternate
PSNH Petition and Pole License

INFORMATION ONLY

Appointment Ltr from Strafford County Regional Planning Surplus Vehicle Check

- 11. Acceptance of the BOS Non-Public Meeting Minutes from June 23, 2014.
- 12. Acceptance of the BOS and Library Building Committee Workshop Minutes from June 5, 2014.
- 13. Acceptance of the BOS Public and Non-Public Meeting Minutes from July 7, 2014.
- 14. Acceptance of Manifest #27 and Weeks Payroll Ending July 20, 2014
- 15. Miscellaneous/Unfinished Business
- 16. Non-Public
 - a. RSA 91-A:3 II (c) Property Tax Issue
- 17. Adjournment





Meeting Date: July 21, 2014

Agenda Item No.4

BOARD OF SELECTMEN MEETING AGENDA REQUEST

7/21/2014

Agenda Item Title: Emergency Management Performance Grant

Requested By: Scott Nemet, Fire Chief

<u>5/21/2014</u>

Contact Information: 659-5411

Presented By:

Scott Nemet

Description: The Fire Department has applied for an Emergency Management Performance Grant from the State to update the Town's Emergency Operations Plan which was last updated July 2008. The total grant has a value of \$5,000; it is a 50/50 match with the Town's portion coming from in-kind services. A contractor has been hired to assist with the development of the plan.

Financial Details: \$2,500.00

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 terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$5,000, which will be used to update the Town's Emergency Operations Plan. Further, the Board acknowledges that the total cost of this project will be \$5,000, and the Town will be responsible for a 50% match, or \$2,500.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1. Identification and Dem	IIII IIII		
1.1. State Agency Name NH Department of Sa Security and Emerge		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	ess
1.3. Grantee Name Town of Lee (VC# 17	77231-B003)	1.4. Grantee Address 7 Mast Road, Lee, N	Н 03861
1.5. Effective Date Business Office Approval	1.6. Completion Date September 30, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$ 2,500.00
1.9. Grant Officer for Society Richard, EMP		1.10. State Agency Telep (603) 223-3627	phone Number
"By signing this form we cerr grant, including if applicable		th any public meeting requiren	nent for acceptance of this
1.11. Grantee Signature	e 1	1.12. Name & Title of G	rantee Signor 1
Grantee Signature 2		Name & Title of Grante	ee Signor 2
Grantee Signature 3		Name & Title of Grante	ee Signor 3
/ / , before the und known to me (or satisfac	ctorily proven) to be the	re, County of ally appeared the person in person whose name is sign at in the capacity indicate	ned in block 1.11., and
1.13.1. Signature of Not (Seal)	tary Public or Justice of t	the Peace	
1.13.2. Name & Title of	Notary Public or Justice	e of the Peace	
1.14. State Agency Sign	nature(s)	1.15. Name & Title of S Elizabeth A. Bielecki, Di	tate Agency Signor(s) rector of Administration
1.16. Approval by Attor	rney General (Form, Sub	ostance and Execution)	
By:	Assistant A	Attorney General, On:	1 1
1.17. Approval by Gove	ernor and Council		
By:			1
2. SCOPE OF WORK:	In exchange for grant fu	ands provided by the State	e of New Hampshire,

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials		
Page 1 of 6	Date	

- AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10, the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11, the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1,8 of 11.1.2 these general provisions.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL.

 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrante that all personnel engaged in the Project, shall be project.
- the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
 - EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement,
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - TERMINATION
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - 3. <u>CONFLICT OF INTEREST</u>. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials		
Page 2 of 6	Date	

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- GRANTEE'S RELATION TO THE STATE. In the performance of this 14. Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement,
- 17. INSURANCE AND BOND.
- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 employees engaged in the performance of the Project, and
- Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee,
 - NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses
 - AMENDMENT. This Agreement may be amended, waived or discharged only 20. by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit,

22.

- ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto,
- SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services

- 1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Lee (hereinafter referred to as "the Grantee") \$2,500.00 to update the community's Local Emergency Operations Plan (LEOP).
- "The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.
- "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials _			
	4 of 6	Date	

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$2,500.00	\$2,500.00	\$5,000.00
-		ral Funds, 50% Applicant S	
	deral Emergency Manage		
		ormance Grant (EMPG) 2013	
Catalog of Federal Do	mestic Assistance (CFD	A) Number: 97.042 (EMPG)	

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$2,500.00.
- b. "The State" shall reimburse up to \$2,500.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials	5 of 6	 Date	

EXHIBIT C

Special Provisions

- 1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- 2. Any funds advanced to "the Grantee" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
- 3. Any funds advanced to "the Grantee" must be expended within 30 days of receiving the advanced funds.
- 4. "The Grantee" will be required to provide the completed plan electronically (via email or CD) to the EMPG Program Manager at the completion of the project.
- 5. "The Grantee" agrees 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 "the Grantee" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Grantee" has or will notify their auditor of the above requirements prior to performance of the audit. "The Grantee" 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. "The Grantee" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. "The Grantee" will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.

Grantee Initials			91	
-	6 of 6	D	Date	



TOWN OF LEE

Town Administrator 7 Mast Road Lee, New Hampshire 03861 (603) 659-5414

July 22, 2014

Beth Peck State Hazard Mitigation Officer 110 Smokey Bear Blvd.-Physical 33 Hazen Drive-Mailing Concord, NH 03301 (603)223-3655 office (603)892-4026 fax Elizabeth.Peck@dos.nh.gov

RE: Tuttle Road Bank Stabilization; FEMA HMA Grant; Lee, New Hampshire

Dear Ms. Peck:

This letter has been prepared to supplement the application for funding from the Hazard Mitigation Grant Program (HMGP) from the Federal Emergency Management Agency (FEMA). The Town of Lee will provide 25% of the cost of the project in the form of both cash from the town budget and inkind labor, as approved by the Board of Selectmen on July 21, 2014.

Sincerely,

Julie Glover, Town Administrator

Cc: Randy Stevens, Highway Supervisor

PAGE 3

- c) Mr. Stevens discusses the Hazard Mitigation Assistance Grant with the Board. The deadline is May 30th. Mr. Stevens asks the Board to approve hiring Right Angle Engineering to prepare the Letter of Intent for the Town to submit for the HMA grant for serious erosion issues along Tuttle Road and Little River. Original estimate was +/- \$100,000. The Letter of Intent will include an estimated cost of the project. Then we would need to do a Cost vs. Benefit Analysis (\$600-\$800) which has to have a ratio of 1 or better. 25% by the Town and the State matches 75%. Mr. Steven's states that the Town's percentage can be in-kind. The grant is nationwide so it is not easy to receive. Chairman Cedarholm moves to approve authorizing the Highway Department to send a Letter of Intent with preliminary cost estimate to apply for a HMA grant for fixing the serious erosion problem along Tuttle Road caused by the Little River and to authorize Right Angle Engineering to fill out and send in the Letter of Intent and cost estimate for the sum of \$200.00. Selectwoman Dennis, seconds. All in favor. **Motion Carries**.
- d) Mr. Stevens discusses with the Board the need to ask for a proposal to do a Hydraulic Study to determine the size, type and cost for the inevitable replacement of the Packers Falls and Tuttle Road Culverts. The cost for both culverts would be about \$5000. This cost can come out of the highway expendable trust fund. This is a big deal due to endangered species. Mr. Stevens believes he has \$40,000 in CIP for Packers (Fisher or Chesley Brook) and \$50,000 for Tuttle Brook. He has an estimate for a Hydraulic Study which is the first step in this process. Source of funds would be the Bridge and Highway Trust Funds. Chairman Cedarholm moves to approve authorizing the Highway Department to ask for proposal to do a Hydraulic Study, conceptual plan and preliminary cost estimate on the Tuttle Road and Packers Falls Road culverts. Selectman Bugbee, seconds. All in favor. Motion Carries.
- a) Mr. Stevens reviews the quotes he received from MSC and Farwell for the As-Built and Grading. MSC quote for As-Built is \$2500; Farwell is \$1170. MSC quote for Grading is \$4000; Farwell is \$2020 but they will need Alteration of Terrain plans from MSC. Alteration of Terrain Permit expires 4/4/2015. Chairman Cedarholm can go to Concord to get AOT.

Mr. Stevens asks for the Board's permission to clean out the pond at Little River Park. The Board agrees.

The PLT required putting down woodchips in playground area. That has been completed.

The PLT required that signs be put up on each of the equipment, 911 sign, playground rules, and park rules. None of these have been completed as of yet. It was discussed to put the equipment sign which would state the age ranges across the top of each piece of equipment and then make a kiosk for all the other signs. The kiosk shall be placed near the entrance and the signs shall face outwards so the public can see then upon walking into the park. The suggestion was made to add the physical address to the main Little River Park sign out near the road.

A sign has been put up in front of the emergency entrance/exit gate.

Chairman Cedarholm moves to approve authorizing the Highway Department to order playground and park signs for LRP as recommended in a letter from the Town's insurance provider and as discussed here. Selectwoman Dennis, seconds. The source of funds to come from playground equipment warrant article from 2013. All in favor. **Motion Carries**.





Meeting Date: July 21, 2014

Agenda Item No. 6

BOARD OF SELECTMEN MEETING AGENDA REQUEST 7/21/2014

Agenda Item Title: Driveway - Map 20-01-0, 1 Lee Hill Rd.

Requested By:

Library Board of Trustees

7/2/2014

Contact Information: anniegasowski@gmail.com

Presented By:

Annie Gasowski, Library Board of Trustees Chair

Description: The LLCCBC has learned from NHDOT that there are issues with the proposed driveway entrance on Lee Hook Rd. Before the subdivision of the Bricker property, the parcel was large enough to have 3 curb cuts. The issue is that Lee Hook Rd along the eastern side of Bricker parcel is an un-numbered State road. Therefore that existing curb needs to conform to current regulations (400' site distance in each direction), which cannot be achieved for that eastern driveway. The westerly one on Lee Hook Rd is not on a State road. The Trustees would like to meet with the property owners and the Board of Selectmen to discuss possible solutions.

Financial Details: N/A

Legal Authority NH RSA 236:13 Driveways and Other Accesses to the Public Way, 41:8

Legal Opinion: Enter a

Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the Library Board of Trustees' request to hold a non-public meeting with the Library Board of Trustees and property owners of 1 Lee Hill Rd. to discuss the driveway issue as it relates to the new Library/Community Center project.

To: Board of Selectmen

cc.: Julie Glover, Denise Duvall

From: Lee Public Library Board of Trustees

Date: June 19, 2014

Re: Non-conforming driveway on the Bricker property

In an effort to move both the Town Center and the Lee Public Library Community Center projects forward, we are following up on the letter we sent on May 2 requesting your assistance in addressing the NHDOT request for resolution on the nonconforming driveway issue on the Bricker property. The Lee Public Library Trustees believe that resolving this concern in a mutually beneficial manner is in the best interests of the LPLCC project, the property owners and any potential future consideration of the Bricker property by the town.

When the preliminary driveway application was made in January, it was discovered that one of the driveways on the Bricker property is non-conforming: the entrance off George Bennett Road, which is an unnumbered state road, does not meet the NHDOT sight line requirements. Before the property was subdivided, three driveway entrances were allowed based on the lot as it existed in 1971. However, additional driveways can only be granted if all existing driveways meet state requirements.

Before the NHDOT will consider granting approval to the LPLCC driveway which would require an exception to the NHDOT rules, the NHDOT is asking that the town provide the following:

- Approach the current property owner and request that the existing driveway on George Bennett Road be permanently closed or restricted to an 'enter only' driveway.
- Should the current owner not be willing to do this, the existing driveway and surrounding area will need to be surveyed to determine the available existing sight distance of that driveway. If the NHDOT 400' sight distance criteria cannot be achieved for the existing driveway, then the driveway sight distance should be compared to AASHTO sight distance criteria for determination of compliance with AASHTO standards

As a first step to seeking a mutually agreeable resolution to this matter, the trustees are asking the Select Board to meet with Daniel Bricker, Michelle Momenee and the library trustees. Due to the sensitive nature of the issue we are suggesting this meeting take place in a non-public session [RSA 91-A:3(d)].

Thank you for your assistance.

Margaret Dolan Annamarie Gasowski Cynthia Giguere-Unrein Bruce Larson Katrinka Pellecchia



Office Use Only	
Meeting Date:	_
Agenda Item No	_

BOARD OF SELECTMEN July 21, 2014 MEETING AGENDA REQUEST

(Meeting Date Requested)

Requested By:	Bill Callen	Date: _	7/17/2014_
Contact Informa	ntion:Bill Callen – 603-494-3	706	
Presented By:	Bill Callen / Greg Sweet	ney	
Description:	Goal is to save lives and reduce services, law enforcement and Working with military special training car control skills for	ce accident rates, withing a security communities. I forces, police, and civion operational environme	n our armed ilian personnel,
Financial Details	s:No Cost to the Town of Lo	ee	
defined by the to	Not in conflict of, or in vio own of Lee. and/or Town Ordinance/Policy):		ek ordinance" as
Legal Opinion:	7		

Motion: Move to approve the Lee USA Speedway request to conduct training on car control skills at the Race Track for on and off road vehicles through a third party vendor (Absolute Vehicle Control) to military special forces, police and civilian personnel.

or Table for further consideration.

utilizing the Lee USA Speedway property.

icle contro



training car control skills for operational environments, on and off road. We work with military special forces, police, and civilian personnel,



security personnel at Lee USA Speedway ... We would like to train military, law enforcement, first responders, and other

- Our classes are small, typically 6-12 students, and run 2-5 days
- We use normal civilian, unmodified, street vehicles
- Our training saves lives.
- We are happy to provide training to local police and first responders at cost.
- Our training standards far exceed industry standards, including most military and all law enforcement training at any level.

In the long term, far more military and police are killed by vehicles than by bullets and bombs



The Lethality of Motor Vehicles ...

U.S. Impact:

- most likely cause of death ages 3 34
- total societal cost per year NHTSA, \$300-500B
- 35,000 dead/year, equivalent to airline crash every day
- 1980 2005 ... 6550 soldiers lost to MVAs, 2070 lost to combat

World Impact:

- WHO: by 2020, MVAs 3rd leading cause of death worldwide
- U.N. Road Safety Collaboration: 1.2 Million killed worldwide MVAs
- 40% of these victims are aged 0-25 years
- Road Safety critical impediment to social/economic development



Why it should be done, part 1 ...

In countries where car control training is required for licensure, training does reduce accident rates across all age groups given the following ...

- curriculum is geared toward safety margins, gauging hazardous conditions, and car control
- allows sufficient time behind the wheel (in addition to skills training)
- is of sufficient thoroughness and allows time for attitudinal changes Sweden's car control and licensing program achieves an overall accident rate reduction of 19%



Why it should be done, part 2 ...

Motor Vehicle Accident Fatalities (MVA) vs. Hostile Action Fatalities 2001-2005, all services, from Defense Manpower Data Center, August 2006

	MVA Deaths	Hostile Deaths
2001	245	3
2002	345	18
2003	337	344
2004	377	737
2005	356	739
2006	328	761
Total	1988	2602

1980-2005, 6,550 soldiers died in motor vehicle accidents; 2070 were lost to combat!

Killed MVA Iraq.

Why it should be done, part $oldsymbol{3}$...



From the U.S. Army Combat Readiness Center, 13 July 2006, the most driver skills enhanced with training. prevalent driver mistakes contributing to accidents correspond exactly to

- Abrupt Control/Steering Response (Except While Turning)
- Excessive Speed
- Failed To Stay Alert Or Attentive To What Was Happening
- Improper Turning
 Failed To Take Precautions For Adverse Environmental Conditions
 Following Too Close For Conditions Or Vehicle Speed/Design
- Failed To Ensure Adequate Clearance/Space For Operation



Core Competencies/Description

SUVs, and light trucks. world, effectively and safely under high-stress at speed. These vehicles range from front wheel drive, rear wheel drive, and all wheel drive sedans to We are not a racing school. We teach people to drive real cars in the real

Killed non-combat MVA Iraq.



The Benefits ...

We save lives and reduce accident rates, within our armed services, law enforcement and security communities.



Our approach is simple ...

extraordinary capability. These skills are applicable regardless of vehicle type. First, learn fundamental car control skills. They save lives and enable



Second, execute car control skills ...

There is no such thing as "tactical" driving ... only driving well at all times.

experience workingwith U.S. Special Operations. This observation is based on an instructor corps combined 75+ years



Finally ...

Learn specific techniques for specific vehicles and events.



Greg McKinney

Principle/Lead Instructor and Curriculum Designer

- Special Operations Instructor/Trainer (civilian)
- Rally America/SCCA National License Holder
- Ford Motor Company, Tier 3+ Test Driver
- MRAP University, Train the Trainer MRAP, all variants
- Various Road Course and Rally Training Since 1979



Management and Training Team

U.S. Army Special Operations Instructors and Trainers (retired military) Lead Instructors and Curriculum Designers (active clearances)

- Multiple deployments worldwide
- Experienced experts in driving, shooting, and long range mobility
- All have continuously trained in racing/high-performance driving for more than 10 years.
- They all have unmatched and incredible experience driving indigenous vehicles in wartime and high-risk environments



Our work also contributes to the community by engaging and bringing in

- Government agencies, both Federal and State
- Major Universities, including MIT, Georgia Tech, and others
- First Responder and Law Enforcement Communities on a National Scale
- Ford Motor Company and other manufacturers
- International Customers

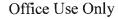
Our work contributes to future technologies and global works ...

- Synthetic Driver Skills Training
- Autonomous Vehicles/Robotics
- Active Safety Systems
- Un-improved Road Design/Materials
- Post-Conflict Reconstruction
- Increased Effectiveness of U.S. Presence



Training provided by: (Prime)

Absolute Vehicle Control, LLC 66 Landing Lane–309 Laconia, NH 03246 www.absolutevehiclecontrol.com 603.630.3669





Meeting Date: July 21, 2014

Agenda Item No. 9

BOARD OF SELECTMEN MEETING AGENDA REQUEST 7/21/2014

Agenda Item Title: Lee Fair Insurance

Requested By:

Town Administrator Julie Glover

7/17/2014

Contact Information: 603-659-5414

Presented By:

Julie Glover

Description:

Discuss the issue of insurance coverage for market and food vendors at

the 2014 Lee Fair.

Financial Details: +/- \$1000

Legal Authority NH RSA 41:8

Legal Opinion:

Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve that the Town subsidize the cost of insurance through the Primex TULIP program for the Lee Fair vendors who do not carry their own insurance coverage.

or Table for further consideration.

Town of Lee, NH



REQUEST FOR PROPOSALS FOR MUNICIPAL FACILITY NEEDS AND SITE ALTERNATIVES ANALYSIS

July 2014

Town of Lee, New Hampshire

REQUEST FOR PROPOSALS FOR MUNICIPAL FACILITY NEEDS AND SITE ALTERNATIVES ANALYSIS

I. INTRODUCTION

The Town of Lee, New Hampshire is soliciting proposals from architectural, planning, and/or engineering firms to provide professional services to the Town. Lee is a municipal corporation serving a residential population of 4,330 located in Strafford County, New Hampshire. The community has a total land area of 20.2 square miles, of which approximately 22% is under some form of conservation and/or restrictive easement, thus, Lee remains a largely rural community. The Town provides a wide range of municipal services to its residents, businesses and visitors through a number of municipally-owned facilities.

This solicitation involves the facilities housing the existing administrative, town clerk/tax collector, and planning/code enforcement services of the community, presently accommodated in Town Hall and the nearby Annex. It has been determined by the Town's Board of Selectmen, Town staff, and previous site assessments that these facilities are structurally and/or functionally inadequate for the existing and future delivery of municipal services.

At this time the Town seeks the services of a qualified and experienced consultant to:

- Review the existing services provided by the Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement Departments
- Determine programmatic space needs for each department to provide the intended services for the foreseeable future.
- Examine the facilities in which these departments are housed to determine adequacy to provide these services.
- Examine whether the existing or alternative locations or configurations for each of these municipal functions would allow for better provision of service to the community.
- Provide an estimate of cost for each alternative scenario.
- Recommend the best course of action for the Town to pursue.

All such work shall be done under the direction of the Board of Selectmen, with staff and public input. The scope of services does not include design of any municipal structures, however, the Town may elect to continue from the planning services stage to design development and eventual construction. Therefore, the Town reserves the right to continue to contract with the selected firm to provide all services necessary to complete design and construction of the facilities.

Town Hall

Town Hall, located at 7 Mast Road (Rte. 155), is a structure built in 1846 and once served as a school in what has historically been called Lee Town Center. It is home to the administrative offices and functions of the Town, and presently accommodates 8 employees and/or contract employees, with 4 serving on a full-time basis, as well as providing office and meeting space for

three Commissions, Cemetery Trustees, Treasurer, and the Supervisor of the Checklist. Offices operating out of Town Hall include Administration (Selectmen, Tax Collections/Town Clerk, Finance, Welfare, IT, and Assessing.) The Town's Board of Selectmen meetings, annual Deliberative Session and elections are held at other locations due to the lack of sufficient space and accommodations at Town Hall.

The building is handicap accessible for the most part on the first floor (but not the second) and has on-site parking that is shared with the Public Library, Annex, and Historical Society.

Annex

The Annex, 13 Mast Rd., was built in 1950 and first served as the Town's firehouse, then Police Station, and now houses the Planning/Code Enforcement/Building Inspection offices, a small meeting space and storage.

Town Hall has no private offices, neither building has adequate storage space, and there are numerous structural, electrical, insulation, etc. deficiencies.

II. PROCEDURES

A. PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-submission meeting, to which attendance is required of all potential respondents that will start at the Lee Town Hall, 7 Mast Road, on XX/XX/2014 at 10:00 A.M. This meeting will constitute a walk-though of the Town Hall, followed by similar tours of the other subject Town facilities.

B. SUBMISSION PERIOD

Respondents must submit their Proposals on or before 4:00 p.m. XXXXXXX. The Town's governing body, the Board of Selectmen, expects to select the Awardee from among the respondents within XX days of the submission deadline.

C. PREPARATION OF PROPOSAL

Each Proposal must be prepared concisely, avoiding the use of elaborate promotional materials. For ease of review, the Proposal must follow the outline in Section III of this RFP, entitled **Requirements**. Each Proposal must fulfill the stipulations outlined in Section III, be clearly numbered, and completely answer all questions listed.

D. NUMBER OF COPIES OF PROPOSAL

A minimum of five (5) copies of the Proposal must be submitted to the Town.

E. INOUIRIES AND SUBMISSION OF PROPOSALS

Ouestions about the RFP and the submission of Proposals shall be directed to:

Julie E. Glover Town Administrator 7 Mast Rd., Lee, NH 03861 603-659-5414 townadministrator@leenh.org

All Proposals must be received at the above address before the end of the submission

period, either by hand delivery, courier or by mail in a sealed envelope, to the above office. The Town is under no obligation to return Proposals. It is requested that <u>any and all contact with the authorized contact person be made by e-mail</u>. No contact with any other Town personnel other than the authorized contact person is allowed until such time as an award has, or awards have, been made. Violation of this provision may be grounds for immediate disqualification. Questions about the RFP, and the submission and content of the Proposal must be directed to the authorized contact person.

Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

F. LONGEVITY OF PROPOSALS

A Proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance. However, no Proposer may withdraw or cancel a Proposal for a period of forty-five (45) days following the closing date for acceptance, nor shall the successful Proposer withdraw or cancel or modify the Proposal, after having been notified that the Proposal has been accepted by the Town, except at the request of the Town, or with the Town's written consent.

G. METHOD OF SELECTION OF AWARDEE

Town staff will evaluate each Proposal with emphasis on the following factors and make a recommendation to the Board of Selectmen:

- Demonstrated relevant experience and past history in completing projects of comparable value and scope to the type contemplated by this RFP
- Reasonableness of fees and costs
- Expertise and technical approach of the Proposal, explaining the degree to which the Proposer's interpretation of the work meets the needs and goals of the Town
- Quality of project team's overall organizational strength
- References, reputation, and strength of current team financials
- Quality of the Proposal adherence to Section III **Requirements** (following), to include conciseness, clarity and readability

H. RIGHT OF REJECTION BY THE TOWN

Notwithstanding any other provisions of this RFP, the Town reserves the right to select the respondent that best meets the requirements of the RFP, and not necessarily to the lowest proposer. Further, the Town reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part this RFP, (2) withdraw or cancel this RFP, and (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the Town.

I. NOTICE OF AWARD

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued by the Town. Neither the selection of a Proposer as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

J. CONTRACT NEGOTIATIONS

The Town intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the Town in a form satisfactory to the Board of Selectmen.

The Town reserves the right to negotiate the terms and conditions of the Contract(s) with the selected Proposer(s), if any. These negotiations could include all aspects of Services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute a binding commitment on behalf of the Town to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

The selected firm will be required to provide proof of liability, workers compensation and errors & omissions insurance to limits acceptable to the Town, with the Town listed as an Additional Insured on the liability coverages. Contracts will require that the firm indemnify and hold harmless the Town.

III. REQUIREMENTS

The awarding of the Contract shall go to the Proposer that best satisfies the requirements set forth in Subsections A and B herein below.

A. SCOPE OF SERVICES

Generally, the Scope of Services shall consist of providing the Town with alternatives for facilities in which the Administration, Tax Collector/Town Clerk, and Planning/Code Enforcement/Building Inspection Departments can most effectively and efficiently conduct the business of the Town. It is expected that the Awardee will work within the defined budget.

The Scope of Work shall include, but is not limited to, the following phases of work and tasks:

- 1. Conduct an organizational meeting with the Board of Selectmen.
- 3. Meet with Departmental representatives to determine and catalogue existing services, personnel and equipment of the relevant Departments.
- 4. Determine programmatic space needs for each department to provide the intended services for the foreseeable future.
- 5. Examine the facilities in which these departments are presently housed to

determine adequacy to provide intended services. Highlight existing deficiencies at each facility, such as structural and utility condition, health/environmental concerns, available interior space, parking sufficiency, locational appropriateness. This analysis does not include a comprehensive examination of all building structural and utility components.

- 6. Examine whether each of the existing facilities can reasonably be altered to accommodate existing and future needs.
- 7. Examine whether alternative locations or configurations for each of these municipal functions would allow for better provision of service to the community. This task should include service area analysis and examination of the potential for combined service facilities.
- 8. For recommended alternate locations, evaluate the existing conditions of the Public Safety Complex and Stevens Field property to determine the opportunities and constraints that the site presents (slopes, infrastructure, drainage, etc.) to future development.
- 9. Provide an estimate/range of total project cost for each alternative scenario examined, to include hard and soft costs, financing, site preparation, demolition, etc.
- 10. Recommend the best course of action for the Town to pursue.
- 11. Based on input from the Town, provide additional examination, recommendations and detail work on site development alternatives.
- 12. Present ten (10) copies of a written report (and one electronic copy in PDF format) outlining all information, including addenda, and recommendations developed as part of this effort.

13. Meetings

- a) Attend no less than four meetings with Town staff and other interested parties. These shall include: i) a kick-off meeting, ii) at least two progress meetings, and iii) a final presentation meeting.
- b) Attend Selectboard meetings as required by the Board to inform the members of Work progress and the status of the budget.
- c) Make a presentation of the final alternatives analysis to the Town Board using presentation boards and PowerPoint presentation.
- d) Provide minutes of all meetings to Town staff.
- B. WRITTEN PROPOSAL SUBMISSION ELEMENTS
 Satisfactory Proposals shall be comprised of the following:

- 1) Narrative Response (to be included in the Proposal document near the beginning) shall include:
 - a) Service Summary: This should provide a description of the key points of your Proposal, specifically addressing why your firm is qualified to provide the services in connection with the Scope of Services of the Project. The email address, telephone number, and facsimile number of your Proposal's contact person(s) must be included in your cover letter.
 - b) Qualifications: Provide background information on your firm, including but not limited to:
 - i) business overview
 - ii) the age of the business
 - iii) names, addresses and position of all persons having a financial interest in the company
 - iv) state of formation (as applicable)
 - v) the number of employees
 - vi) summary of relevant accomplishments, particularly those involving services similar to those required for the Project
 - vii) any other information that will permit the Town to determine capability of respondent to meet all contractual requirements
 - c) Fees/Costs: Provide information pertaining to fees or costs, including the fully burdened billable hourly rates charged for the services of employees of the firm. In addition to being organized pursuant to an employee roster, fees and costs should be listed for out-of-pocket expenses. Provide a proposed cost to deliver the Scope of Services required to complete the Work.
 - d) Resumes: Please provide resumes of the individuals who would comprise your operational team, the principal-in-charge, and the project manager. Describe only the people who would actually work on the Town's account. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements.
 - e) A list of any sub-contractors who may be used to perform the Work.
 - f) Additional information that you believe pertinent to the Town's requirements. (Please include your company/team internet links to websites.)
- 2) References: Names, titles, addresses and phone numbers of key contacts for five (5) customers, particularly those for whom the respondent has undertaken projects similar to the Work. If possible, please supply at least

- two (2) contacts for references within New Hampshire.
- 3) Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.
- Organizational Chart: Please illustrate the relationship(s) of the individuals and firms to each other that would comprise your operational team, principal-in-charge, project manager, and sub-consultants on an organizational chart.

5) Conflicts of Interest:

- a) Please disclose:
 - i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
 - ii) Any family relationship that any employee of your firm has with a member, employee, or official of the Town that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
 - iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

IV. ADDITIONAL CONDITIONS AND INFORMATION

- 1) All materials submitted in response to this RFP will become the property of the Town.
- 2) The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the Town as a result of such discussions.
- The Town reserves the right to negotiate separately with any source whatsoever.
- 4) The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this solicitation.
- Respondents are advised that with respect to this RFP, no contact with the Town personnel in any way related to this solicitation is permitted, except as shall be authorized by the employee designated herein as the Town's contact person as identified in Section II.E hereof.

- 6) Each Proposal prepared in response to this RFP will be prepared solely at the cost and expense of the respondent with the express understanding that there will be no claim whatsoever for reimbursement from the Town.
- 7) Submission of a Proposal in response to this RFP shall constitute an offer on the part of the successful respondent to become the Awardee, and to enter into a contract to undertake or complete the Project.
- News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Town.
- 9) The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP provided by others. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Webpage on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
- 10) Proposals submitted to the Town in response to this RFP may be disclosed in accordance with RSA 91-A. A respondent submitting a Proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such respondent's competitive position. This characterization shall not be determinative, but will be considered by the Town when evaluating the applicability of any exemptions in response to a request made per RSA 91-A.

(END OF DOCUMENT)

TO:	Select Board Town of Lee	
FROM:	Scott P. Marsh, CNHA Municipal Resources Contracted Assessor's Agents	
DATE:	July 14, 2014	
RE:	Unknown C/O Ferndale Acres 130 Wednesday Hill Road Lee, NH 03861-1104	
	Map 28 Lot 1-S10 Ferndale Acres	Tax Year: 2014 Assessment: \$3,000
The subject was an 1992 camper on a rented site. Information was recently provided that the camper has been removed from the site and it is recommended that an abatement of the first issue tax bill in the amount of \$43 plus any applicable interest be granted.		
	Abatement Granted	Abatement Denied
-		<u> </u>
*		

Dated _____

TO:	Select Board Town of Lee		
FROM:	Scott P. Marsh, CNHA Municipal Resources Contracted Assessor's Agents		
DATE:	July 14, 2014		
RE:	Robert Rogers 19 Delores Avenue Derry, NH 03038		
	ax Map 12 Lot 1-C23 23 Forest Glen	Tax Year: 2014 Assessment: \$6,000	
The subject was an older camper on a rented site in Forest Glen Campground. Campground owner did not provide owner information as requested nor did they forward the tax bill. Subject's owner was not aware of tax bill and is requesting that any accrued interest/ penalty be abated, and requested a review of the overall assessed value. With consideration of the above, it is my recommendation that the request be granted. Please note, a minor assessment reduction will be utilized for the 2014 final issue billing.			
	Abatement Granted	Abatement Denied	
.			
-			
) ————————————————————————————————————	
Date	d		

TO:	Select Board	
	Town of Lee	
EDOM.	Cart D. March, CNIIIA	
FROM:	Scott P. Marsh, CNHA	
	Municipal Resources	
	Contracted Assessor's Agents	
DATE:	July 14, 2014	
RE:	Terry Luken	
	5 Roedean Drive Apt. 202	
	Nashua, NH 03063-5026	
	1 (4021400) 1 (22 02 02 02 02 02 0	
Property Ta	ax Map 12 Lot 1-G12	Tax Year: 2014
	12 Forest Glen	Assessment: \$5,300
-		
The subject	is a camper on a rented site. Campa	ground owner did not provide mailing information
for the abov	e referenced applicant and as such	the applicant was not aware of the tax bill. As
such they ar	e requesting that the interest/nenalt	y that occurred be abated. With consideration for
		ement of any interest/penalty be granted.
the above it	is my recommendation that an abac	ement of any interest penalty be granted.
	Abatement Granted	Abatement Denied
	Abatement Granted	Toutoment Domoa
		· · · · · · · · · · · · · · · · · · ·
		-

Dated _____

TO:

Select Board

	Town of Lee			
FROM:	Scott P. Marsh, CNHA Municipal Resources I Contracted Assessor's	Inc.		
DATE:	July 7, 2014			
RE:	David Henderson 2 Burley Farm Road Danvers, MA 01923			
Property Ta	x Map 12 Lot 001-G4 Forest Glen		Tax Year: 2013 Assessment: \$7,200	
The subject is a camper on a rented site in Forest Glen Campground. Campground owner did not provide owner information as requested, nor did they forward the tax bill. The applicant's were not aware of the tax bill. Owners are requesting that any interest/penalty in regards to the 2013 tax bill be abated. With consideration for the above, it is my recommendation that this request be granted. In addition they are requesting that the tax bill be prorated as they were unaware at the time of purchase (August 15, 2013). It is my opinion that this is not a reason for abatement, but if the Board does decide that it is appropriate, this would result in an additional abatement of \$79.				
	Abatement Granted		Abatement Denied	
-				
=				
Dated	1		-	
	=			

TO:	Select Board Town of Lee	
FROM:	Scott P. Marsh, CNHA Municipal Resources Inc. Contracted Assessor's Agents	
DATE:	July 7, 2014	
RE:	Ron Cotorakas 32 Mulberry Street Nashua, NH 03060	
Property Ta Address: B9	x Map 12 Lot 001-B9 Forest Glen	Tax Year: 2013 Assessment: \$6,300
provide owner not aware of condition wa	er information as requested, nor di the tax bill. Upon review it was fo s overstated. As a result of correct	st Glen Campground. Campground owner did not d they forward the tax bill. The applicant's were and that incorrect year built was listed and ions, assessment is reduced \$3,000 from \$6,300 to it in the amount of \$86 be granted.
In addition the With consider	ney requesting that any interest/per eration for the above it is my recor	nalty in regards to the 2013 tax bill be abated. Immendation that this request be granted as well.
	Abatement Granted	Abatement Denied
12		-
-		

Dated _____

To: AMANDA GOURGUE of Lee, New Hampshire in the County of Strafford:

Whereas, there is a vacancy in the office of the AGRICULTURAL COMMISSION and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2017.

Given under ou	or hands, this 21st day of	f July, 2014	
		>	
****		>	BOARD of SELECTMEN
3000		>	
I,		, do	solemnly swear that I will
faithfully and impar	ially discharge and	perform all the du	ties incumbent on me as ar
ALTERNATE memb	er of the AGRICULTU	RAL COMMISSION	N according to the best of my
abilities, agreeably to	the rules and regulation	s of the constitution	and laws of the State of New
Hampshire - So help	me God.		
STATE OF NEW F			
Personally appeared foregoing oath. Before	the above named AN e me,	MANDA GOURGI	JE took and subscribed the
		Linda R. Rein	hold, Town Clerk
Date:	, 2014		
Received and Recorde	d:		



TOWN of LEE, NEW HAMPSHIRE

7 Mast Road, Lee, New Hampshire 03861

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR COMMITTEE POSITION WITHIN THE TOWN OF LEE.

Applicant's Name: Amanda Gourgue
Address: 61 Thompson Mill Road, Lee, NH 03861 Phone/Cell: (603) 591-3384
of Years as a Resident:28
Email address: agourgue@gmail.com
Full Membership (3 year term) position applying for:
Term Expires on the following date:
Alternate Position (3 year term) position applying for: <u>Agricultural Commission</u>
Term Expires on the following date: 2014 - 2017
I feel the following experience and background qualifies me for this position:
I have sat in on the committee's meetings since January 2014 but before that I read all the 2013 minutes. I have a
Master of Business Administration with a concentration in sustainability and I have a Masters of Environmental
Law and Policy. My last job was as an Executive Director of a non profit that protects a beach in Massachusetts.
Part of my role was running a farmers' market. I'm also a HUGE supporter of the local food movement and woul
love the Commission however I can. Please see my resume for more details.
Amanda boulguc Signature Date
$\frac{7/9/14}{\text{Signature}}$

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

61 Thompson Mill Road • Lee, NH 03861 • (603) 591-3384 • agourgue@gmail.com

EDUCATION

Vermont Law School, South Royalton, VT

Master of Environmental Law and Policy, August 2013

• Relevant Coursework: Dispute Resolution, Natural Resources Law, Writing and Advocacy and Environmental Law

Antioch University, Keene, NH

MBA in Sustainability, April 2013

- Relevant Coursework: Finance, Teamwork & Diversity, Ecological Economics, and Supply Chain Management
- Independent Study on how people make decisions and how those decisions can be influenced to make the sustainable choice.

Iohnson & Wales University, Providence, RI

BS, magna cum laude, Hotel-Restaurant/Institutional Management, August 2001

• Concentration in Leadership

PROFESSIONAL EXPERIENCE

Meeting Revolution, Lee, NH

Chief Meeting Revolutionist

2008 - Present

- Produced 80% of new business through referrals by fostering excellent relationships and building trust and rapport with customers.
- Experienced speaker, trainer, and workshop presenter for the sustainability industry.
- Recognized as an industry leader for contributions towards a sustainable events industry, including the ASTM/APEX Green Meeting Event Standards, ISO 20121 Green Event Management Standard and the USGBC Green Venue Guide.

Revere Beach Partnership, Revere, MA

Executive Director

2013 - 2014

- Generated \$73,140 in 2013 in corporate and individual sponsorships, of which \$41,945 was new money to the organization. Also in 2013, wrote four grant proposals that resulted in \$300,500 in grants (one grant is for \$60,000 every year for three years).
- Produced and managed the Revere Beach National Sand Sculpting Festival, which has 350,000 500,000 participants and
 includes sculptors, food trucks and non-stop entertainment for three days.
- Developed a three-year strategic plan that included short, medium and long-term goals and assisted in carrying out these goals.

Seacoast Science Center, Rye, NH

Development/Executive Director Intern

2012 - 2012

- Developed annual fundraising, corporate membership and planned giving campaigns.
- Assisted in fundraising activities, including the 20th Anniversary Benefit Bash, which brought in over \$50,000 in new money.
- Created brochures, displays, website and annual report materials that told the story of Seacoast Science Center and reported their successes.

Archaeological Institute of America, Boston, MA

Conference and Meeting Manager

2007 - 2008

- Increased advertising income by \$4,550, which is 195% higher than the previous annual meeting.
- Boosted exhibitor sales by 15 booths, which created an additional \$10,000 in income.
- Expanded advertising of annual meeting and increased registration by 300 people, which equaled \$23,000.

INDUSTRY RECOGNITIONS/VOLUNTEER OPPORTUNTIES

- Sierra Club, New Hampshire Chapter, Fundraising Chair and Political Committee, 2014 Present
- Lee Agricultural Commission, Member, 2014 Present
- Lee Conservation Commission, Member, 2014 Present
- · Catapult Seacoast's 10 To Watch, Nomination, 2014
- Development Meet Up, Member, 2013 Present
- MeetingNews The Ones to Watch: Thirty Under 30, 2009
- US Green Building Council, New Hampshire Chapter, Founding Member, 2008 Present
- Meeting Professionals International New England Chapter, Member, 2005 Present

To: John R. LaCourse of Lee, New Hampshire in the County of Strafford.

Whereas, there is a vacancy in the office of the Planning Board for an Alternate position said Town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you said: John R. LaCourse, a resident of said Town and upon your taking the oath recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 1st 2017.

Given under our h	ands this 21st day of July 2014	
		Selectmen of
		Lee, NH

Planning Board Alter	and impartially discharge and perform all the denate member according to the best of my ability constitution and laws of the State of New Ha	ities, agreeably to the rules
STRAFFORD COU		
Personally appeared to oath. Before me,	the above named John R. LaCourse who took	and subscribed the foregoing
	***************************************	Town Clerk
Date:	2014	
Received and Record	led:	



TOWN of LEE, NEW HAMPSHIRE 7 Mast Road, Lee, New Hampshire 03861

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR COMMITTEE POSITION WITHIN THE TOWN OF LEE.

Applicant's Name:John R. LaCourse					
Address: 275 Stepping Stones Road Phone/Cell: 659-6149					
# of Years as a Resident: 33					
Email address: lacoursecrew@comcast.net					
Full Membership (3 year term) position applying for:					
Term Expires on the following date:					
Alternate Position (3 year term) position applying for: Planning Board					
Term Expires on the following date:					
I feel the following experience and background qualifies me for this position:					
Planning Board Member and Chairman					
Selectboard Member and Chairman					
. 1					
Other Hales July 17, 2014					

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

TOWN OF LEE, NEW HAMPSHIRE

POLE LICENSE

Upon Petition of the Public Service of New Hampshire,	Dated	7/1/2014	, it appearing
that the public good so requires, it is hereby			

ORDERED

- 1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be 30' feet and 30' feet respectively; the maximum and minimum height of structures shall be feet and feet respectively. Conduits shall be buried to a depth of at least feet. The approximate location of the poles or conduits (P. 32/8A on Old Mill Road Road/Street in the Town of Lee) and structures is designated or defined as shown on plan marked "Public Service of New Hampshire" No. 65-0510 Dated 5/28/2013, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.
- 2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.
- 3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this amendment, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith Petition on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1st of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire		
By the Board of Selectmen		
Received and entered in the records o	of the Town of	, New Hampshire at Book
Page:	, or file	location
Date:	ATTEST:	
		Town Clerk



NEW DURHAM
NEWMARKET
NORTHWOOD
NOTTINGHAM
ROCHESTER
ROLLINSFORD
SOMERSWORTH
STRAFFORD
WAKEFIELD

June 23, 2014

Lee Board of Selectmen 7 Mast Road Lee NH 03824

The Strafford Metropolitan Planning Organization (SMPO) is responsible for transportation planning for the region. The MPO is comprised of the Policy Committee and the Technical Advisory Committee (TAC). Each of the eighteen communities is a member of the MPO through their association with Strafford Regional Planning Commission (SRPC). The TAC is comprised of municipal staff representatives. They provide leadership and make recommendations to the SMPO Policy Committee. The Policy Committee is comprised of all SRPC Commissioners and other transportation and transit providers and agencies in the State and region.

This letter represents our solicitation for SMPO Technical Advisory Committee appointees. Members will be appointed for two years, in this case, Fiscal Years 2015 and 2016. The TAC meets on the first Friday of every month to give and receive input on regional transportation issues and is a critical component in the decision making process for the MPO.

Please list your Representative to the SMPO Technical Advisory Committee, so that we may update our mailing lists for fiscal year 2015, which starts July 1st 2014. Please return the appointment form to SRPC via fax or mail. If you would like to appoint an alternate, you may do so. Both the appointed representative and the appointed alternate will receive TAC mailings.

You can keep the same appointments as fiscal years 2013-2014 or you can appoint new members. The following people were appointed to the SMPO Technical Advisory Committee. If you wish to appoint new members, please add their names on the second page. If information for the current appointee and alternate is incorrect, please add the correct information.

CURRENT APPOINTEE AND ALTERNATE

FY 2013-2014 APPOINTEE

Caren Rossi 7 Mast Road, Lee NH 03861 603-659-6783 crossi@leenh.org

FY 2013-2014 ALTERNATE

Julie Glover 7 Mast Road, Lee NH 03861 603-659-6783 townadministrator@leenh.org

I 50 WAKEFIELD STREET SUITE I 2 ROCHESTER, NEW HAMPSHIRE 03867 TEL: 603.994.3500 FAX: 603.994.3504 E-MAIL: SRPC@STRAFFORD.ORG WWW.STRAFFORD.ORG

NEW APPOINTEE AND ALTERNATE

FY 2015 – FY 2016 APPOINTEE	FY 2015 – FY 2016 ALTERNATE
Name:	Name:
Address:	Address:
Phone Number:	Phone Number:
Email:	Email:
	listed below confirm that the above named of Lee Representative(s) of the MPO Technical aly 1, 2014 to June 30, 2016.
Appointing Official:	Appointing Official:
Date:	Date:
Appointing Official: Date:	
Sincerely, Cynthia Copeland, AICP Executive Director	

Cc: Julie Glover, Caren Rossi, Scott Kemp, Planning Board

TOWN OF LEE

Town Administrator 7 Mast Road Lee, New Hampshire 03861 (603) 659-5414

BILL OF SALE

The Town of Lee (<i>seller</i>), in consideration of <u>Two thousand two hundred seventy five and 78 cents</u> dollars (\$2,275.78), does hereby sell, transfer and convey to <u>David F. Stafford (buyer</u>), the following vehicle:
Make: Ford Year: 2008 Model: Crown Victoria VIN: 2FAFP71V78X177835
I, the undersigned seller, do sell the above-described vehicle to the buyer for the amount shown and certify that all of the information provided in this Bill of Sale is true and accurate to the best of my knowledge.
I, the undersigned buyer, acknowledge receipt of this Bill of Sale and understand there is no guarantee or warranty, expressed or implied, with respect to the above-described property. It is also understood that the above-stated vehicle is sold in "as is" condition, "where is".
Dated this <u>14th</u> day of <u>July</u> 20 <u>14</u> .
Seller Name: (Printed) Town of Lee Buyer Name: (Printed) David F. Stafford Seller Signature: Buyer Signature:
Duly Authorized Representative Street Address: 42 Sheep Rd, Lee NH 03861 City: State: ZIP: Lee, NH 03861

STATE OF NEW HAMPSHIRE

VEHICLE IDENTIFICATION NO. MODEL YR. YR. OF MFG. 2FAFP71V78X177835 2008

MAKE FORD

MODEL CROWN VI

TITLE NO. 11361302 BODY STYLE 4DSED

NEW/USED NEW

ODOMETER

DATE OF ISSUE 07/30/08

PREV. TITLE NO.

MAILING ADDRESS

PREV. TITLE STATE

TOWN OF LEE - POLICE DEPT 20 GEORGE BENNETT RD LEE NH 03861

OWNER(S) NAME AND ADDRESS TOWN OF LEE - POLICE DEPT 20 GEORGE BENNETT RD NH 03861 LEE

FIRST LIENHOLDER NAME AND ADDRESS

LEGEND(S)

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

THE LIEN HOLDER ON THE VEHICLE DESCRIBED IN THIS CERTIFICATE DOES HEREBY STATE THAT THE LIEN IS RELEASED.

SIGNATURE OF AUTHORIZED AGENT SIGNATURE OF AUTHORIZED AGENT FIRM NAME

THE DIVISION OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE APPLICANT HEREIN NAMED IS DULY REGISTERED AS THE OWNER OF THE VEHICLE DESCRIBED ABOVE; AND THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DIVISION, THE VEHICLE DESCRIBED IS SUBJECT TO THE LIENS ENUMERATED, IF ANY, AND NO OTHERS.

CONTROL NUMBER

04269859



VIRGINIA C. BEECHER DIRECTOR

ANY CHANGE OR ERASURE WILL VOID THIS TITLE

WARNING: Federal and State law require that you state the mileage in connection with a transfer of ownership. Failure to complete the Odometer Disclosure Statement or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE This is to be filled in by the Seller and delivered to the Purchaser with the vehicle. If non-dealer sale, purchaser must make application for a new Certificate of Fitle on Form TDMV 23 and file it immediately with the New Hampshire Department of Safety. Division of Motor Vehicles, and surrander this Certificate of Title. Any alterations or erasures will void this Title. The undersigned hereby certifies that the vehicle described in this title was transferred to (PRINT): F. Stattord Buyer(s) Pavid Zip 03861 42 Sheep Rd Date of Sale 0 7(14) 2014 ee, NH I state that the odometer now reads 110 182 (NO TEN MILEAGE of the vehicle unless one of the following statements is checked: (NO TENTHS) and to the best of my knowledge that it reflects the ACTUAL I cartify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS." certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY." Seller's signature Printed name Seller's signature "I am aware of the above adometer certification made by the seller" Printed name Signature(s) of buyer(s) FIRST RE-ASSIGNMENT BY DEALER ONLY - DEALER NO. The undersigned nereby certifies that the vehicle described in this title was transferred to (PRINT): Buyer(s) Zip Date of Sale Address I state that the odometer now reads (NO TEN MILEAGE of the vehicle unless one of the following statements is checked: (NO TENTHS) and to the best of my knowledge that it reflects the ACTUAL I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS." I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY." Printed name Signature(s) of buyer(s) SECOND RE-ASSIGNMENT BY DEALER ONLY -- DEALER NO. The undersigned hereby cartifies that the vehicle described in this title was transferred to (PRINT): Buyer(s) _ Date of Sale:_ Address, (NO TENTHS) and to the best of my knowledge that it reflects the ACTUAL state that the odometer now reads MILEAGE of the vehicle unless one of the following statements is checked: sertify that, to the best of my knowledge, this adometer reading "EXCEEDS MECHANICAL LIMITS." I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY." Dealer's signature Printed name "I am aware of the above odometer certification made by the seller"

Lien holder's address. TITLE MUST BE SURRENDERED TO DIVISION OF MOTOR VEHICLES IF VEHICLE IS JUNKED

LIEN HOLDER TO BE SHOWN ON NEW TITLE (If no lien, print NONE)

Printed name

•"105 007 **B**

Signature(s) of buyer(s)

Lien holder's name.

:OE9684772: ...605689...

THIS CHECK CONTAINS MULTIPLE SECURITY FEA

HUSNES SE

Authorized Signature

VOID AFTER 90 DAYS OFFICIAL CHECK OKDEK TENNIFER C STAFFORD TO THE TOWN OF LEE OR

** TWO THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND 78 CENTS **

87.275.78

b I/b I/L0