

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, September 15, 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.

1. **Call to Order - 6:00 pm**
2. **Public Comment**
3. **Larry Kindberg, Recreation Commission Chair – Remote Control Airplanes at Little River Park**
Discuss the safety and insurance issues of the public flying RC airplanes at LRP.
4. **Erick Sawtelle, Agricultural Commission Chair – NHMA Legislative Policy Recommendations**
Discuss with the Board his concern with the recommendation of the NHMA to support legislation that (a) recognizes municipal authority over land use and environmental matters, (b) limits state preemption of local environmental regulation, and (c) recognizes that even when local environmental regulation is preempted, compliance with other local laws, such as zoning and public health ordinances and regulations, is still required.
5. **Julie Glover, Town Administrator – Advisory Budget Committee Meeting Schedule**
Review the FY16 Budget Meeting Schedule proposed by the ABC.
6. **Julie Glover, Town Administrator Report**
 - *Health Trust – FY14 Return of Surplus*
 - *Wiswall House Antiques – Directional Sign*
 - *Phase I&II ESA RFP (draft)*
 - *Needs Assessment RFP – Selective Criteria*
 - *Miscellaneous*
7. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

SIGNATURES REQUIRED

Pladzik & Sanderson Audit Letter
Highway Safety Project Grant Contract

INFORMATION ONLY

DRA 2012 Cyclical Inspections
Meeting Room Application – Cub Scout Pack 459

8. **Acceptance of the BOS Public and Non- Public Meeting Minutes from September 2, 2014.**
9. **Acceptance of Manifest #31 and Weeks Payroll Ending September 14, 2014**
10. **Miscellaneous/Unfinished Business**
11. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on September 12, 2014

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: September 15, 2014

Agenda Item No. 3

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/15/2014

Agenda Item Title: Remote Control Airplanes at Little River Park

Requested By: Larry Kindberg, Rec Commission Chair

9/8/2014

Contact Information: 292-5790

Presented By: Larry Kindberg

Description: Discuss the safety and insurance issues of the public flying RC planes at LRP.

Financial Details:

Legal Authority NH RSA 41:11-a; 35-B:6

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

Julie Glover

From: lgwright@comcast.net
Sent: Sunday, September 07, 2014 9:55 AM
To: dcedarholm@leenh.org; cdennis@leenh.org; sbugbee@leenh.org
Cc: Julie Glover
Subject: RC Airplanes at Little River Park

Hello Select Board,

I want to make sure you are aware that there are a number of people flying remote-control airplanes in Little River Park. Since my husband builds, flies, and competes with electric and hand-launch RC airplanes, I have some familiarity with the hobby.

Many public parks do not allow any RC planes due to liability issues. LRP isn't designed well for RC planes -- it's too small and there are too many obstacles -- especially people, which is why my husband doesn't fly there despite it being so close and convenient to our house.

There are also safety and insurance issues that you should be aware of. Anyone flying any RC plane should be required to belong to the AMA (<http://www.modelaircraft.org/>) and carry its insurance so that the town is not liable in case someone, a car, or a house is hit by an RC plane. This is a requirement for all of the RC clubs to which my husband belongs.

From what I have heard and seen at LRP, both silent/quiet electric RC planes and the faster, loud gas/jet fuel planes are flown. The gas/jet fuel planes fly so fast that many RC clubs have designated flying times just for the slower silent/quiet electric RC planes. Others do not allow gas/jet fuel RC planes. If RC flying is going to occur at LRP, it seems to me that we would not want gas planes at the park due to the safety element, the potential for gas or jet fuel to be spilled at the park, and the noise.

A list of do's and don't's of RC flying is available from RC Airplane World at <http://www.rc-airplane-world.com/rc-flying-dos-and-donts.html>.

Given that there seems to be a group of people in town who like to fly RC planes, is there is any other public property where a proper RC field could be installed in Lee. It would be great to have a true RC field with a frequency board, runway, and flying stations. What about the land near the winery? Or maybe any of the conservation land? My husband and I would both be eager to support a well-designed, dedicated RC field that would be attractive to RC enthusiasts of all ages.

Sincerely,

Lori Wright

13 Furber Drive

Lee, NH



- RC Airplanes
- Beginner planes
- Electric planes
- Gas planes
- Micro planes
- RTF, ARF, PNP, BNF?
- Float planes
- MrRCSound


- RC Plane Training
- Beginner's e-book
- RC flight sims
- Ground school
- Flight school
- Training methods
- Plane controls
- Basic aerobatics
- Club directory
- Flying FAQ
- Glossary

- RC Helicopters
- RC heli e-books
- Beginner helis
- Electric helis
- Gas helis
- Coaxial helis
- Micro helis
- How RTF is RTF?
- FP or CP?
- Helicopter controls

- Other RC Aircraft
- Jets
- Gliders
- Powered gliders
- Autogyros
- Multicopters
- Blimps
- Aircraft types

- Other Stuff
- Top e-books
- RC magazines
- Free flying games
- Crash page
- Indoor flying
- RC sounds
- Forum

Website Help



Special offer to RC Airplane World visitors!
 Purchase a Phoenix flight simulator, airplane or helicopter from Red Rocket Hobbies via this ad and get Pete's ebook: **for free - and save \$5 off your purchase!**
[Click for more info about this offer](#)

RC Airplane World flight school

- lesson #5 : where to fly RC airplanes

Following on from [lesson 4](#), this rc flight school page will help you choose a suitable location from where to fly your rc airplane. Pay attention to this one, because flying in the wrong place can be potentially very damaging to our hobby!

Club, private land or public area?

These are pretty much your three options for finding somewhere to fly rc airplanes.



It could be that you have an rc flying club close to where you live - use the [rc airplane club directory](#) in this website to see if there's one within a convenient distance from home. If there is, consider joining *especially* if you're thinking of flying IC powered rc planes. Such airplanes are more involved than your typical electric park flyer, so help from other modellers is always a good thing.

If there's a club nearby but you *don't* want to join, it's a very good idea to pop along to their field one weekend and talk to the members about flying in the area. **Frequency interference** is a very serious issue and can't be ignored if there's potential for conflict.

While it's true that more and more of us are using 2.4GHz radios, it's still very possible that you have bought an rc airplane that utilises a traditional MHz radio system. This is where you have to be very concerned about radio interference from or to other flyers. Only the 2.4GHz rc systems offer complete peace of mind when it comes to interference-free flying.



If you're lucky enough to have access to **private open land** - either your own or a friendly farmer's - then you can fly from this *so long as you have permission to do so*. Private land is the preferable option over flying from somewhere public, because you can pretty much do what you like when you like, without the worry of being yelled at by a member of the public who doesn't like rc airplanes!

Of course, it could be that you've bought an 'ultra micro' type electric rc plane and that your back yard is big enough to fly it in. Lucky you, you're in an enviable position!
 But once again, if there's an rc club nearby go and talk to them first, make

Handy stuff

Site search:

 Custom Search

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Skip to a lesson

The other lessons in this *RC Airplane World Flight School* are:

- [Buying your rc airplane.](#)
- [Know your rc airplane.](#)
- [Preparing your rc airplane.](#)
- [Weight & balance.](#)
- [Where to fly your plane.](#)
- [Pre-flight checks.](#)
- [Take off / hand launch.](#)
- [Flying your rc airplane.](#)
- [Landing your rc airplane.](#)

Confused?

Have you got questions about learning how to fly rc airplanes? [Join the forum](#) for friendly help and advice.

Recommended e-book

If you're serious about learning to fly a radio control airplane, then [The Beginner's Guide To Flying RC Airplanes](#) is for you!
 Packed with every piece of essential info you need, this new e-book takes you step-by-step all the way and answers all the questions you could have about getting started with flying an rc airplane.

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RCAW mobile:



sure that you're **completely clear** on frequency issues and that your flying is in **no way** going to interfere with theirs. This is *very* important!



Your final option is to fly your plane from a **public area**. Depending on the size and type of your airplane, suitable locations include public parks, sports fields, ball parks, beaches, open hill sides.... You get the idea.

The crucial thing to remember when flying in a public area is **safety**. Read these [rc flying do's and don'ts](#) for flying your rc airplane from such a place, and always use common sense and act responsibly.

As strange as it might seem, not everyone in the world enjoys watching an rc airplane zooming around the sky. It only takes the wrong kind of person to complain to a local authority, and that location can quickly and easily be shut down to model flyers. So always always remember where you're flying, and be responsible. None of us want this hobby to get a bad reputation!

Wherever you want to fly from, your flying location needs to be **open and spacious**. The size of your plane will determine what size area you need to fly in, but for, say, a 30 inch wingspan electric RTF airplane a ball park would provide ample airspace – that should give you an idea of the kind of area you should be looking for.

Tip: when searching for local flying sites, use *Google Earth*, *Google Maps* or *Windows Live* satellite imagery – it's simply the best way of searching your area quickly!

Other things to note when looking at where to fly rc airplanes include:

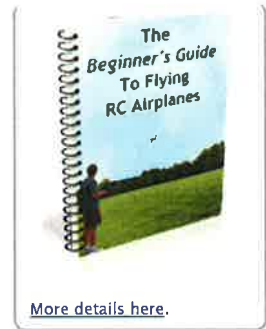
- presence of objects such as trees, posts, pylons, lights, power lines etc.
- how close members of the public will be to you while you're flying.
- proximity of houses, schools, offices, shops etc.
- proximity of roads and highways; rc planes can be a big distraction to some drivers.

The bottom line is that you need a large(ish) open space where there is **no danger** of causing trouble, being a nuisance or risking damage to people or property. And on that note, you absolutely **must** check local regulations and byelaws to see if flying radio control aircraft is even permitted. If it's not, and you take to the skies, you could well have an angry official breathing down your neck and writing you a ticket!

Another important point you might want to consider is **public liability insurance**. It's not so critical if you're flying from private land, and if you join a club then insurance is likely included in the membership fee (but check!), but if you're flying from public land then it's well worth taking it out. Your national governing body for model flying will be able to help you, here are some links for western countries:

- o [AMA](#) for the USA
- o [MAAC](#) for Canada
- o [BMFA](#) for the UK
- o [MAAA](#) for Australia
- o [NZMAA](#) for New Zealand

Third party liability insurance for rc flying isn't expensive and will give you good peace of mind. Take some time to look into it and contact your appropriate organisation from the list above for further information.



[More details here.](#)

FREE ebook offer!

You could get one of my "Beginner's Guides" e-books for free simply by shopping through this website. [Find out more.](#)

If you follow all the pointers on this page, you should be able to find where to fly rc airplanes safely. Most of us are close to some kind of open land, but you do need to think through your flying site and weigh up the pros and cons of the location. Be safe, and be responsible when deciding where to fly!

► Next up: [Lesson 6 - How to do your pre-flight checks.](#)

Or skip to the lesson appropriate to your current situation...

- Lesson 1: [Buying your rc airplane.](#)
- Lesson 2: [Know your rc airplane.](#)
- Lesson 3: [Preparing your plane.](#)
- Lesson 4: [Weight and balance.](#)
- Lesson 6: [Pre-flight checks.](#)
- Lesson 7: [Take off / hand launch.](#)
- Lesson 8: [Flying your rc airplane.](#)
- Lesson 9: [Landing your rc airplane.](#)

? [Got a question about where to fly rc airplanes? Join the forum!](#)



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Town of Lee, NH

Advisory Budget Committee

FY 2015 Presentation Schedule

Date	Time	Presenter
10/07/2014	7:00-7:40pm	Police Department
	7:40-7:50pm	Conservation Commission
	7:50-8:05pm	Recreation Commission
	8:05-8:15pm	Agriculture Commission
	8:15-8:30pm	Heritage Commission
	8:30-8:40pm	Energy Committee
	8:40-9:00pm	Open
10/14/2014	7:00-7:20pm	Town Clerk / Tax Collector
	7:20-7:45pm	Planning & Zoning / Code Enforcement
	7:45-8:00pm	Cemetery Trustees
	8:00-9:00pm	Internal Budget Discussion
10/21/2014	7:00-8:20pm	CIP Discussion
	8:20-9:00pm	Library
10/28/2014	7:00-7:40pm	Highway Department
	7:40-8:20pm	Transfer Station / Solid Waste
	8:20-9:00pm	If time is requested: AIDS Response – Seacoast, Oyster River Youth Association, My Friend’s Place, Sexual Assault Support Services, Strafford Regional Planning (our rep), American Red Cross, Strafford Community Action, Lamprey Health Care, Homeless Center for Strafford County, Avis Goodwin Community Health Center, CASA, Strafford County Homemakers, Ready Rides
11/04/2014	7:00-9:00pm	Internal Budget Discussion
11/11/2014	7:00-9:00pm	Selectmen’s Budget (including IT Department, General Assistance)
11/25/2014	7:00-9:00pm	Internal Budget Discussion
12/02/2014	6:00-7:00pm	CIP Final Presentation
	7:00-7:20pm	Fire Department / EOC
	7:20-9:00pm	Internal Budget Discussion

All meetings will take place at the Lee Public Safety Complex at 20 George Bennett Road in Lee, NH. Please let Alice MacKinnon (<almamac@msn.com> or 603-693-1924) know if you can or can’t make your appointed day/time.

Attention All presenters: All presentation materials need to be submitted to the Advisory Budget Committee 72 hours before the scheduled presentation. Please email all materials to <almamac@msn.com>.

Attention Department Heads: Please provide budget submissions without any COLAs. Please come prepared to highlight significant increases or decreases in your budgets.

Attention Town Commissions and Committees: If your group would like to make a presentation this year, please email or call Alice MacKinnon and a time will be arranged on the evening of October 7th, 2013.

Attention External Agencies: Please review the "Guidelines for Municipal Appropriations to Social Agencies" and "Social Services Funding Request Application" documents attached to this schedule. The Town of Lee will be using these documents when we determine funding recommendations for the FY 2016 budget. If your agency would like to make a presentation this year, please email or call Alice MacKinnon and a time will be arranged on the evening of October 28th, 2014.

Updated: September 5, 2014



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

Office Use Only

Meeting Date: September 15, 2014

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/15/2014

Agenda Item Title: Health Trust – FY14 Return of Surplus

Requested By: Julie Glover, Town Administrator

9/8/2014

Contact Information: 603-659-5414

Presented By: Julie Glover

Description: Notice from the Health Trust of an overall return to members of \$17.1 million. The Town may accept its share as a Contribution Holiday to be reflected on the October 2014 invoice; a portion of the credit will be distributed to employees that contribute to the cost of premiums and retirees.

Financial Details: \$18,967.72

Legal Authority NH RSA 41:8

Legal Opinion: n/a

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to allow the Town Administrator to send a letter to the Health Trust instructing them to forward this return in the form of a Contribution Holiday.



September 4, 2014

Ms. Julie Glover
Town Administrator
Town of Lee
7 Mast Road
Lee, NH 03861

Dear Ms. Glover:

In June, HealthTrust announced it had recovered the entire \$17.1 million due as a result of the BSR regulatory proceeding. Given the large amount of money involved, the HealthTrust Board of Directors elected to expedite the return of these funds to eligible¹ HealthTrust Members, in accordance with HealthTrust Bylaws.

This return will take the form of a check on September 25, 2014, unless a *Contribution Holiday* is requested, in writing, by September 18, 2014, in which case the return will appear as a credit on your October invoice.

The enclosed materials give specific information about your Group's share of the \$17.1 million return.² Additional reporting is available, upon request, to assist with understanding the enrollment detail used to determine your Group's specific return amount. Please contact your HealthTrust Benefits Advisor for more information about additional reporting.

We trust the regulatory matters of the last several years are now behind us and we look forward to our continued work with you to provide high-quality, cost-effective employee benefit products and services.

Please do not hesitate to contact me if you have any questions about this matter. I can be reached at pbragdon@healthtrustnh.org or 603-230-3301.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bragdon".

Peter Bragdon
Executive Director

¹ To be eligible for this return, Groups must have been enrolled in the specific coverage for which the return is being made as of the date the Board declared the return (June 3, 2014) and continuously participating in that coverage until the distribution date (September 25, 2014).

² Your Group's share of the return is based on your Group's percentage of total invoiced contributions for HealthTrust's most recent fiscal year (9/1/13 through 6/30/14) for all medical groups, including adjustments for that fiscal year, COBRA beneficiaries and any individually-billed retirees. This percentage was then applied to the overall amount of the medical return. This same process was then completed for all dental groups.



Town of Lee

Summary of HealthTrust Return of \$17.1M

Return of your Group's share of the \$17.1M amount as approved by the HealthTrust Board:

Coverage	Amount
Medical	\$17,867.17
Dental	\$1,100.55
Total Return	\$18,967.72

Detailed breakdown by medical billing group:

Medical Billing Group Name	Amount
LEE	\$16,757.07
LEE NHRS	\$1,110.10
Medical Billing Group Total	\$17,867.17

Detailed breakdown by dental billing group:

Dental Billing Group Name	Amount
LEE	\$1,059.99
LEE NHRS	\$40.56
Dental Billing Group Total	\$1,100.55

The Total Return amount will be distributed as a check on September 25, 2014 unless a *Contribution Holiday* is requested in writing by September 18, 2014.

Wiswall House Antiques
28 Wiswall Rd,
Durham, NH 03824
Sept 8,2014

Dear Town of Lee;

Frank and I moved to Durham in April of 1975, while looking for the right location for our Antigue Business, as we had run out of space in Portsmouth, and really wanted a country setting. This was Forty years ago come next April. At that time, we had permission from Durham for our business, and because we wanted to attract shoppers from the neighboring towns, requested a sign from the town of Lee. Things were much more relaxed at that time, and we got what we would call, "A gentlemans agreement" to put a sign in Lee, if we kept it to a simple size and style.

Because the five corners' crossroads in Lee, are a bit confusing, we put up the Arrow sign, just pointing forward. For 20 years, it was mounted on the telephone pole, but Lee requested we take it off the pole and put it on our own post, which we did. That was less than five years ago. It had been in that location till sometime this May, when someone else wanted a Lee center sign and was refused, so our sign was taken down. The worst of that was, no one told us. Our business just dropped off so badly that we went in search of the problem and found that our sign had been removed by the town of Lee, due to a complaint. It would have been thoughtful, if someone from Lee had told us, so we could have made other arrangements. This turned out more difficult than expected.

This has become a major problem. The State of New Hampshire Sign division, has a RULE, that the Blue and White directional signs may NOT have an arrow pointing straight ahead, as people should assume, they should go straight when no turn is indicated. No one should never assume how people think.

This summer, we have lost sixty (60%) of our off the road business. After forty years, it has been our worst year, and heartbreaking. Now we are entering our normally busiest time of the year for travelers in search of Fall Foliage, and Antiques. Without a sign, people will not know we are still here and hope to be for years to come.

When they see our sign on Rt 125, they turn down George Bennett, and when they get to the center, see Firebird Antiques and go right, as the arrow shows. There is no sign for our shop, Wiswall House Antiques. We seldom ever see these shoppers. No one wants to get lost.

Why I am writing to you, is that hopefully, you will see our problem and allow us to put out our arrow sign up, either in the center island, where it was, or near the cluster of blue and white state signs for the other businesses.

We hope you can see our delima, and help us stay in business.

Very Sincerely,

Joan and Frank Carter
Wiswall House Antiques

Julie Glover

From: Caren Rossi <crossi@leenh.org>
Sent: Wednesday, September 10, 2014 3:36 PM
To: 'Town Administrator'
Subject: FW: Antique Signs placed by Joan and Frank Carter, Wiswall House Antiques, Wiswall Road, Durham, NH

Caren Rossi

Planning/Zoning and Health Administrator

Town of Lee

7 Mast Rd

Lee, NH 03861

(603) 659-6783

The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from Town employees regarding the business of the Town of Lee, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.

From: Brian & Stephanie Fischer [<mailto:firebirdfarm@comcast.net>]
Sent: Sunday, May 11, 2014 9:56 PM
To: crossi@leenh.org
Subject: Antique Signs placed by Joan and Frank Carter, Wiswall House Antiques, Wiswall Road, Durham, NH

Hello Caren,

We are writing to you relative to the above captioned subject and the negative impact which is affecting our business, Firebird Farm Antiques, 46 North River Rd., Lee, NH.

Specifically, the 'home-made' blue antique sign which currently exists in the town triangle (at the intersection of George Bennett Rd and North River Rd) and is owned and maintained by the Carters, who are Durham residents, has proven to cause (over the past 5 years) confusion and frustration to customers which are trying to follow the state signs to our business. As you may be aware, we had the state erect signs on the northbound and southbound sides of Route 125 to inform our customers that they are to turn in to Bennett Road. Then, we have another state sign on Bennett Road which directs people to take a turn on Route 155 for our store.

The problem is that when people approach the stop sign they see a blue sign with an arrow that reads Antiques, and which points to cross over to Lee Hook Road towards the Carter's store in Durham. People are assuming this is the direction for Firebird Farm Antiques which is incorrect, but they proceed down Lee Hook Road anyway.

We know we are losing customers to this directional and misleading sign.

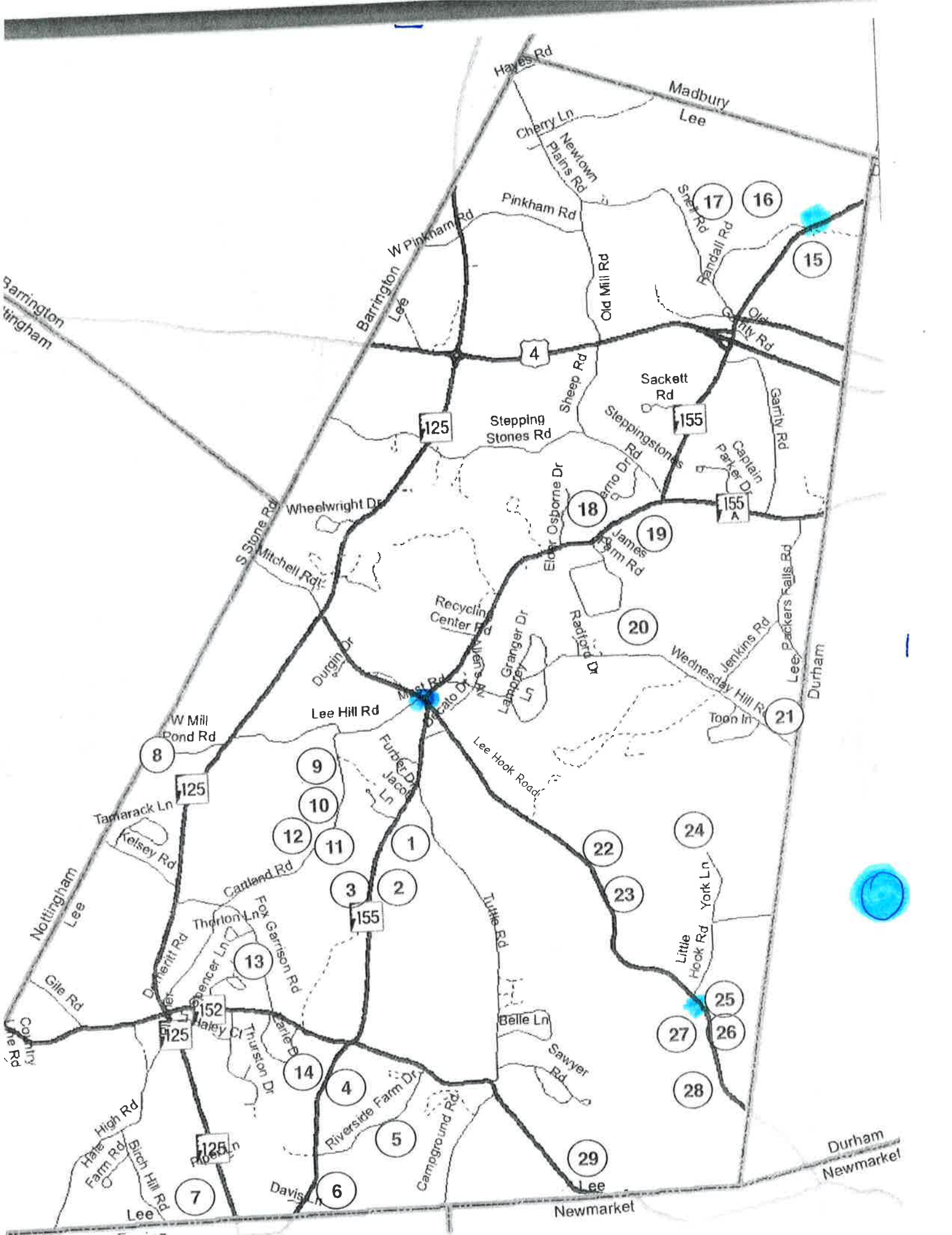
We realize that at some point in time the Carters were 'grandfathered' an allowance to have signs located in the town of Lee. I believe that in addition to the one on the triangle there are others on Route 125, 155A, Lee Hook Road, and Wiswall Road, all within the Town of Lee. The current zoning laws do not allow any outside business to advertise in Lee and also the law prohibits 'home-made' signs. The Carters are allowed to do both and they are not even tax-payers in Lee!

I am asking that if the Town of Lee is to allow the Carters to continue advertising their business in Lee that the town require them to be subject to the same zoning guidelines that residents are required to comply with – specifically, they should use a 'state' approved sign on George Bennett Road that would not only direct their customers towards their shop but would also eliminate the blue home-made sign on the town triangle (which is ALSO off-limits to any resident in Lee and also prohibits even the town advertising any event on the triangle too!)

I would further state that the Carters should also be required to eliminate all of their home made signs in Lee and be required to use the proper state approved signs, which the 'rest' of us have to use.

Thank you for your time in this matter. If you, or any other town officials have any other questions or concerns please do not hesitate to contact us.

Sincerely,
Brian and Stephanie Fischer
46 North River Road
Lee, NH 03861



**ARTICLE XVI
DISPOSAL AND STORAGE OF WASTE MATERIAL**

A. Depositing, storage, burial or disposal of waste matter is prohibited in all zones within the Town of Lee except as follows:

1. Disposal pursuant to the operation of any municipal or regional waste facility duly authorized by the Town of Lee.
2. Household waste originating on, or for use on, the property on which it is deposited or stored;
3. Agricultural waste originating on, or for use on, the property on which it is deposited or stored.
4. At any private disposal site approved by the Planning Board upon finding, after public hearing, that it does not constitute a nuisance or be injurious to the public health and the environment or be detrimental to adjacent properties, and providing it shall comply with all applicable rules and regulations promulgated by the State Bureau of Solid Waste Management, the State Division of Public Health Services, and the U.S. Environment Protection Agency.

B. Unless otherwise specified, the words and terms used in this article shall be defined by reference to the same words or terms in appropriate state statutes or regulations.

**ARTICLE XVII
SIGNS**

I. INTENT

The purpose and intent of this article is to provide regulations for the erection, installation and maintenance of signs in a manner consistent with the rural and residential character of the Town of Lee in a manner which protects the environmental integrity of the Town in the interest of public safety.

II. GENERAL PROVISIONS

A. Application Process

Any sign, except legal signs grandfathered at the date of this ordinance, shall require a permit. Application for any sign permit shall be submitted in writing on appropriate forms to the Code Enforcement Officer for the Town of Lee. Such application shall contain the following information:

1. Names, addresses and telephone number of the applicant;
2. Location and position of sign or structure;
3. Plans or drawings with dimensional specifications;
4. Written consent of the property owners;
5. Such other information which the Town may require.

B. Exemptions

The following signs shall be exempt from the provisions of this ordinance and shall not require application:

1. Personal signs - This shall be a sign identifying a residence and shall be no larger than two (2) square feet. Examples: "John Smith", "Windy Hill" or "Patty's Impulse".
2. Mailboxes of standard government approved size.
3. Signs which are not visible from any adjacent roadway or from any property line.
4. Signs relating to open land such as: posting "No Hunting", "Tree Farm", "No Trespassing."
5. Signs warning hazards - "Underground Cables," "Road Hazards," "Men at Work."

C. Inspection

The owner of any sign shall periodically inspect each sign belonging to him and it shall be the duty of said owner to keep his sign(s) in good repair and in good appearance at all times.

D. Placement

All signs shall be prohibited within the public right-of-way except as provided herein except traffic control devices and directional signs deemed essential, by state or local highway or law officials, to the public welfare.

No signs shall be so designed or so placed as to endanger or otherwise create hazardous conditions to motor vehicles.

Signs shall not be placed or illuminated in such a manner that creates a hazard to street or highway driving by glare or otherwise.

E. Advertising Posters

Nothing in this ordinance shall be construed as restricting the placement of signs, placards, posters or advertising displays on the interior of display windows provided such signs do not violate any other portion of this article.

III. PERMITTED SIGNS

A. Signs within the Town of Lee shall refer only to use conducted upon the lot on which they are located, except for approved directional signs and temporary signs. Development signs shall be placed somewhere on the original subdivided parcel of land.

B. The following types of signs SHALL NOT BE PERMITTED:

1. Directional or advertising signs for business outside the Town of Lee.
2. Signs which advertise a business which is no longer in operation or an event which has transpired;
3. Flashing or animated signs.

C. The following types of signs shall be permitted as follows:

1. Grandfathered Signs: Any nonconforming sign in any zone legally in existence prior to the adoption of this ordinance may be replaced within one (1) year of its discontinuance with a sign which does not exceed in size that which it replaces. A sign larger or less conforming in any other aspect shall require a variance from the Zoning Board of Adjustment.

Any nonconforming sign shall be allowed to continue in a nonconforming status until its use has been discontinued for a period of one year. At that time, it shall be removed promptly by the owner.

When replacing several signs, the total square footage of the new sign(s) shall not exceed the aggregate square footage of the sign(s) to be replaced. The number of replacement signs shall not exceed that of the grandfathered status and shall not be less conforming in any way.

2. Directional Signs: Directional signs relating to business within the Town of Lee may be permitted provided that said signs for any one enterprise do not exceed one (1) in any two mile length of road and shall not exceed two (2) square feet in area. Exception to this may be directional signs which are approved or supplied by the State of New Hampshire. Site directional signs may be only permitted for business operating within the Town of Lee and only along Route 4 and 125.

Directional signs shall require written approval from the property owner to be submitted and maintained with the permit. Directional signs shall be prohibited within the public right-of-way except as traffic control devices and those deemed essential to the public welfare.

No sign shall be placed to endanger, or otherwise create hazardous conditions to motor vehicles.

No sign shall be placed within ten feet of the public right-of-way.

3. Temporary Signs: Temporary signs such as those used by real estate agents, contractors, or other artisans advertising work in progress, or signs promoting political candidates or special events and may be permitted in any zone provided:

- a. It is unlighted;
- b. It does not exceed six (6) square feet in area;
- c. It shall be removed upon completion of work, transaction or election (a temporary sign may not be in place for over six months without a permit);
- d. A sign advertising sale or lease or development of property shall be located on the parcel to which it pertains;
- e. There shall be permitted only one non-political temporary sign per lot;
- f. It shall be set back at least twenty (20) feet from the edge of the traveled way.

4. Commercial Signs: Commercial signs shall be permitted in the commercial zone according to the following criteria:

- a. Illumination shall be only of soft white lights;
- b. It shall not exceed thirty-two (32) square feet in size;
- c. It shall not have more than two (2) sides;
- d. It shall not exceed eight (8) feet in height measured from the crown of the road;
- e. It shall be set back a minimum of twenty (20) feet from the edge of the traveled way; a lesser setback shall be permitted by Special Exception from the Zoning Board of Adjustment;
- f. A pole sign shall be permitted only by Special Exception where applicable;
- g. A roof sign shall be permitted in the Commercial Zone under the same specifications as all other commercial signs; (exception: a roof sign shall not extend more than five (5) feet over the ridge of the building);
- h. No more than two (2) signs shall be permitted on any property. The aggregate square footage of both signs shall not exceed the permitted thirty-two (32) square feet total area. Sites which contain more than one business use shall only be permitted two (2) signs but shall be permitted to increase the square footage of the sign(s) to accommodate identification for each business use by allowing six (6) square feet per business enterprise - not to exceed a total square footage for any property of more than forty-eight (48) square feet for each of two sides for any one lot. In addition, building signs affixed onto the sidewalls or roof shall be permitted for each business use not to exceed eight (8) square feet each.

5. Special Exception Signs: Shall be permitted in the Residential Zone for any business authorized by Special Exception or by Variance or Grandfathered in that zone. The following criteria shall apply:

- a. Illumination shall be only by exterior white light and shall be only during normal business hours not to exceed 7:00 a.m. to 6:00 p.m. six (6) days per week.
- b. Such sign shall be placed at least twenty (20) feet from the edge of the traveled way.
- c. Such sign shall not exceed eight (8) square feet on each of two (2) sides;

- d. Such sign shall be constructed of natural materials (such as wood, masonry, granite);
- e. The top of such sign shall not be greater than eight (8) feet in height measured from the crown of the road.
- f. Only one (1) such sign shall be permitted per lot.

6. Residential Accessory Signs: shall be permitted in any zone for a permitted home occupation under the following conditions:

- a. There shall be only one (1) permitted sign on each lot;
- b. Such sign shall not be illuminated;
- c. Such sign shall be set back at least one half the yard depth to building or 15 feet; or attached to the building;
- d. Such sign shall not exceed four (4) square feet in area;
- e. Such sign shall be constructed of natural materials;
- f. Such sign shall be free standing and shall not exceed eight (8) feet in height measured from the crown of the road.

7. Farm Signs: This ordinance pertains to signs which identify agricultural operations (Agricultural Signs) and signs which advertise farm products and/or services (Agricultural Product Signs). The scope of this ordinance is to regulate only those signs which are designed to be legible from the public traveled way. Farm Signs shall meet all relevant existing Town of Lee, NH Ordinances, and other existing applicable performance standards, including setbacks, illumination restrictions or standards, and others. Farm signs shall also conform to the criteria for such signs as listed in Section 7 a-d.

a. General Provisions:

1. The sign or signs shall not be placed within the State or Town rights of way or overhanging into the same.
2. The top of the sign shall not be greater than eight (8) feet in height above the crown of the road directly in front of said sign location.
3. The sign may be illuminated from the top area of the sign shining downward on the sign and only during open business hours and only by exterior light directly illuminating the sign from a light source(s) mounted on the sign or on a pole for housing said light within five (5) feet of said sign and no higher than two(2) feet above the sign structure without directing the light source as to create a potential hazard to traffic, pedestrians and others using the public traveled way to minimize "Light Trespass".
4. Directional and Informational signs for pedestrian and vehicular traffic into and throughout the property shall be permitted. Signs of this type which are designed to be clearly legible from any adjacent public traveled way or from any property line not in the same ownership as the parent parcel shall not display any farm names, logos, designs or diagrams advertising products for sale. These types of signs may be illuminated only during times necessary for the safety of patrons.
5. In cases where the product stand or activity is subordinate to the main farm property by being located on a separate parcel, whether under the same ownership or not, an Agricultural Product Sign as described in Section 7c below shall be permitted provided it is removed at the end of such activity. In this circumstance, signs may not be illuminated.
6. A sign permit shall be required from the Office of Code Enforcement for permanent farm signs as defined below.

b. **Agricultural Sign (or Farmstead Sign):** An Agricultural Sign is defined for the purposes of this ordinance as a permanent free-standing or attached sign on the premises of a farm, farm stand or other agricultural operation which primarily identifies an agricultural property. Agricultural Signs are restricted to a size no larger than twelve (12) square feet per side, limited to two sides, and only one Agricultural Sign per farm, farm stand, or other agricultural operation is allowed. Farm, Road Side Farm Stand, Farm Market, and related terms are defined in the Lee, NH Zoning Ordinance.

c. **Agricultural Product Sign:** An Agricultural Product Sign is defined for the purposes of this ordinance as a free standing

or attached sign on the premises of a farm, and which is associated with a seasonal roadside farm stand, farm market, or other agricultural operation as defined in the Town of Lee, NH Zoning Ordinance. The content of Agricultural Product Signs may change per available goods, services or activities, and such signs shall not have an aggregate size larger than eight (8) square feet per side, limited to two (2) sides. A combination of one (1) A- frame type sign and (1) one placard type sign display is allowed so long as the total aggregate area of both types of sign displays does not exceed (16) sixteen square feet total area.

i. Placard Type Signs: Goods, services, or activities may be displayed on Placard Type Signs not to exceed an aggregate total area (size) of eight (8) square feet per side, limited to two (2) sides.

ii. A-Frame Type Signs: Goods, services, or activities may be displayed on A-Frame Type Signs not to exceed an aggregate total area (size) of eight (8) square feet per side, limited to two (2) sides.

d. Exceptions: This ordinance excludes signs including but not limited to third party recognition or designation such as : American Tree Farm System, Conservation Easement property identification , Certified Organic Farm, Farm of Distinction, Heritage Farms and Barns Historic Structures, and others to be determined by the Code Enforcement Officer on a case by case basis.²⁶

8. Development Signs: Signs of a permanent nature which identify a subdivision of ten (10) lots or more. These shall conform to the same criteria as agricultural signs above. Only one such sign shall be permitted per subdivided tract.

~~**ARTICLE XVIII**
SEXUALLY ORIENTED BUSINESSES~~

~~**SECTION 1** - The Purpose & Intent of this article is:~~

~~**A** - to establish reasonable and uniform regulations to prevent the concentration of sexually oriented businesses;~~

~~**B** - to protect public health, safety and general welfare; and~~

~~**C** - to prevent adverse impact which may occur and is brought about by the concentration of sexually oriented businesses.~~

~~It is not the intent of this article to restrict or deny access by adults to sexually oriented materials protected by the first Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market, nor is it the intent of this article to condone or legitimize the distribution of obscene material.~~

~~**SECTION 2 - Zoning District:** Sexually oriented businesses shall only be permitted in the Commercial Zone. All proposed development must comply with both the provisions of this article and zoning requirements of the Commercial Zone, and any other applicable Ordinances, and State Laws to include in that limitation: RSA 571-B-1.~~

~~**SECTION 3 - 1,000' Buffers:** Sexually oriented businesses shall not be permitted in: a church, a school, a daycare center, a residence or within 1,000 feet of:~~

~~**A** - a church,~~

²⁶ Amended March 10, 2009

Town of Lee
Property Transaction Environmental Site Assessments, Site Investigative Services, and
Remedial Phase Services - Request for Proposal

The Town of Lee Board of Selectmen invites you to submit a proposal for the performance of environmental site assessment, investigation and remedial services. The services to be provided will include due diligence Phase I and possibly Phase II site investigations of properties prior to acquisition, sale, or condemnation. Projects will, in some cases, also include other services such as remedial investigation, feasibility study, cost estimation, geotechnical investigation, work plan preparation, environmental engineering, site inspection, remedial services and pollution prevention and sustainability services. The scope of Phase II investigations and other additional services will be determined on a site specific basis when needed. (See Section 8.B. for required time and materials rate information that will be used for services other than Phase I site assessments.)

The Town will request individual project proposals for services other than a Phase I from the Consultant. All projects will be budgeted and funded on an individual and as-needed basis based on work scope and cost proposals submitted by the Consultant to the Town. The Town may request proposals from more than one consultant for any project. Project proposals will be provided by the consultant at no cost to the Town.

The agreement will be managed by the Town Administrator and Building Inspector. The term of the agreement is from the date of agreement execution with a one-year term, and a two-year renewal is possible if mutually agreed upon in writing. We ask that you address the following seven areas when preparing your proposal:

1. Site Assessment Approach

Please provide a statement or decision flow chart reflecting your firm's approach to the environmental site assessment process and how that approach may vary depending on property specific needs.

2. Phase I Environmental Site Assessment Experience

A brief discussion of your firm's environmental site assessment experience, including the number of assessments performed annually, in the State of New Hampshire. Identify municipalities for which you have or are currently approved to perform Phase I Site Assessments and list any municipalities that you have worked with in the last four years.

3. Phase I Environmental Site Assessment Scope of Services

The proposal submission should identify services that will be provided to comply with Phase I Environmental Site Assessments (ESAs) in general conformance with the USEPA standard for All Appropriate Inquiries (AAI) cited under 40 CFR Part 312 and ASTM Standard E 1527-13. Provide an outline of your Phase I ESA report formats and discuss report quality control mechanisms.

For purposes of your proposal assume that for each site assessment a draft report that will include a scaled site drawing and site photographs and be submitted in PDF format for review by the Town Administrator prior to finalization. All final reports will be provided to the Town of

Lee in PDF format as well, and the number of final hard copies will be determined on a project specific basis. Identify all databases and information sources that will be reviewed and the process that will be followed for each Phase I ESA. The Town will, in most cases, be able to provide some pertinent information such as deed histories, tax maps, and permit information at the start of each assessment. Phase I ESA must be in general conformance with the USEPA standard for All Appropriate inquiries (AAI) cited under 40 CFR Part 312 and per ASTM Standard E 1527-13, but must reflect common local practices, such as the identification of suspect asbestos-containing materials.

4. Phase II Investigation and Additional Services

Briefly discuss your firm's capabilities, experience, and qualifications for each of the service areas listed below. Distinguish between in-house and subcontracted services. If possible and where applicable, please provide the names and qualifications of subcontractors that your firm anticipates would be used for these services.

- a. Geophysical Survey Methods
- b. Soil Gas & Vapor Intrusion Investigations & Mitigation Systems
- c. Indoor Air Quality Monitoring
- d. Underground Storage Tanks Leak Detection, Tank Closure Assessments, etc.
- e. Asbestos (ACM) Identification and Sampling
- f. Ionizing Radiation Detection
- g. Monitoring Well/Soil Test Boring Installation
- h. Boreole Geophysical Investigations, Membrane Interface Probe, and DNAPL Site Characterization
- i. Health Risk Assessments
- j. Feasibility Studies & Cost Analyses for Site Remediation and Geotechnical Conditions
- k. Community Participation Planning & Community Relations
- l. Industrial Hygiene & Health and Safety Planning
- m. Sampling of Soil, Air, Groundwater, Surface Water, Sediments and Wastes
- n. Laboratory Analyses of Environmental Samples
- o. Groundwater Modeling
- p. Remedial Design, Remedial Work Plans, and Corrective Action Plans
- q. Interim Remedial Measures and Remedial Actions
- r. Site Management Plans and Environmental Management Plans
- s. Topographic and boundary surveys
- t. Geotechnical, Utility & Structural Engineering Services
- u. GPS and GIS Data Collection, Mapping, and two and three-dimensional Modeling Applications
- v. Opinion of Probable Cost Reports
- w. Pollution Prevention and Sustainability Assessment Services

5. Project Staff

The proposal must include resumes of the individuals who would perform and manage the Phase I and Phase II services for the Town. Identify the roles of the staff that would be involved.

6. References

Please provide three recent client references and telephone numbers for individuals that can comment on your firm's capabilities in the performance of Phase I assessments and the additional services listed in item 4. In addition, please include a list of other federal, state, or local agencies or governments that the consultant has been retained by and where the firm has performed Phase I ESA or Phase II ESA's, or other additional environmental services listed above. The references should be able to comment on as broad a range of Phase I, Phase II and additional services as possible.

7. Scheduling and Workload

Please indicate a commitment that your firm could provide contractually for the number of working days that would be required from an initial Town request for a Phase I site assessment to the delivery of a Phase I report to the Town. State any assumptions you feel are necessary. Given your current and projected workload, indicate the maximum number of Phase I site assessments that you could perform simultaneously for the Town and still meet the stated contractual time commitment for delivery of Phase I reports.

8. Fee Proposal

It is not possible for the Town to provide a detailed scope of work, particularly for Phase II level work. Therefore, we request time and material cost information that your firm would propose for the performance of the Phase II services. Please submit a unit price proposal for the performance of individual Phase I site assessments. We have provided a Fee Proposal Form in Attachment 1. Complete all applicable portions of the Fee Proposal Form and submit the form with your technical proposal. You may add additional titles or equipment to the form.

A. Unit Price Quote for Phase I Assessments (Optional)

The Town is interested in receiving a unit price quote(s) for individual Phase I ESAs. The unit price quote is desirable for budgetary purposes. It is assumed that the real costs for a particular Phase I site assessment performed under a unit price arrangement could be less or more than the unit price quote. The quote, therefore, should represent a reasonable "average" level of effort to complete a Phase I ESA. The unit price quote should be for all services that you identified in the Phase I scope of services in Item 3, including completion of the final report. Assume that Unit Rate prices will remain the same for the first full year the professional services agreement.

B. Time and Materials Rates

Please provide proposed rates for investigation, engineering and remedial services: (Assume that labor rates, subcontractor management fees, and rental rates remain the same for the first full year of the professional services agreement.)

1. Labor Rates

Identify hourly rates of the management and technical personnel that would provide Phase I and Phase II services. The labor rates must include indirect costs and profit. Additional titles and rates may be provided.

2. Subcontractor Management Fees

Indicate any management fees, as percentage markups, that are proposed to be applied to subcontracted work.

3. Rental Rates

For site assessment equipment that are not owned in-house please indicate rental rates that would be charged and the amount of any proposed mark-up or service charge.

Proposal Evaluation

The Town will evaluate proposals submitted by the deadline and consider the narrative project approach and description for the services identified in this RFP, staff qualifications and experience, the proposer's level of experience and qualification relative to the required services identified in this RFP, and the competitiveness of the proposed rates. Selection decisions will not be based solely on price. The Town may request additional information from proposers as necessary to assist the Town in evaluating a proposal. The Town may also request an interview with the proposer in order to further evaluate the proposal and firms qualifications. Selection of a consultant for a professional services agreement is subject to approval and authorization by the Lee Board of Selectmen. The Town may execute agreements with more than one company.

Additional Information

Assume all reports, data packages, correspondences and deliverables must be submitted in both a hard copy report and an electronic copy (in PDF format). The Town will determine the number of draft and final hard copies on a project by project basis but in all instances the Town will require an electronic file in PDF format of all work products.

No pre-proposal information meeting will be held for this RFP.

Proposals and all materials submitted with the proposal shall become the property of the Town. If any proprietary information is submitted with the proposal it must be clearly identified and a request to keep such information confidential must be submitted along with the proposal.

The selection of a consultant is within the Town's sole discretion, and the Town is under no obligation to provide reasons for rejection or acceptance of proposals. The Town reserves the right to withdraw the RFP or to reject any or all proposals. The submission of a proposal in no way creates an obligation on the part of the Town to contract with the submitter and creates no liability on the Town for any costs incurred in preparing a proposal.

Five copies of the submission for this RFP are to be delivered to the Selectmen's office, Town Hall, 7 Mast Road, Lee NH 03861 by XXX PM on XX/XX/2014. Please contact Julie Glover via email at townadministrator@leenh.org with any questions about this RFP solicitation.

Any substantive changes to this RFP made subsequent to the date of issuance will be shared with all potential proposers receiving the RFP and will be on the Town's web page.

ATTACHMENT 1

Fee Proposal Form

You are requested to provide unit rate fees for the following labor, subcontractor and expense categories:

A. Unit Price Fees for Phase I Environmental Site Assessments in accordance with ASTM Practice E1527-13, or most recent version, and common local practice.

Depending on current site uses, the Consultant proposes the following unit rates for the type of properties listed for the performance of Phase I environmental site assessments (Note: These unit rates must include the costs of a kick-off and closure meeting with Town staff.)

Cost for EPA AAI
(All Appropriate Inquiries)

- | | |
|--|----------|
| 1. Vacant Land | \$ _____ |
| 2. Small Commercial (25,000 sq. ft. or less) | \$ _____ |
| 3. Large Commercial (More than 25,000 sq. ft.) | \$ _____ |
| 4. Gas Station, Auto Repair | \$ _____ |
| 5. Mobile Home | \$ _____ |
| 6. Single Family Home | \$ _____ |

B. Time and Materials Rates for investigation, engineering and remedial services

For services beyond the scope of Phase I assessments the consultant proposes the following time and material restrictions that shall apply to payment requests:

1. Labor Rates (Not-to-exceed rates including Consultant overhead and profit through at least the first year of the agreement.)

<u>Title</u>	<u>Maximum Hourly Rate</u>
Associate	\$ _____
Project Manager	\$ _____
Senior Professional	\$ _____
Professional	\$ _____
Specialist (i.e. Assessor)	\$ _____
Technician	\$ _____
Non-Technical	\$ _____

2. Subcontractor Fees

The Consultant proposes to mark up the costs of subcontractor services by _____%.



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

Needs Assessment Request for Proposals
Addendum No. 1- Issue date September 11, 2014

Please remember to acknowledge receipt of all addenda on submission

The following questions were submitted by Harriman Architects & Engineers:

1. Page 1 of the RFP defines the area of focus to be the facilities of Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement located in the Town Hall and Annex. Page 4 of the RFP re-affirms that the focus of the scope will be the facilities for Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement/Building Inspection. During the site visit, the Library was toured. **Please clarify how the existing Library does or does not relate to the scope of the services sought.**
 - A. *There are at present plans to build a new Library at the former Bricker Property and to eventually move the functions currently housed in Town Hall to the existing library. Evaluate the feasibility of accommodating the Town Hall functions, as well as Planning & Zoning in the existing Library. Also recognize that the Public Safety Complex and Stevens Field are also included in the area of focus as alternative sites.*
2. Page 1 of the RFP states that 'The scope of services does not include design of any municipal structures...'* **Please confirm then that the work will be to define and rank options for meeting the town's needs within the existing Town owned facilities and/or provide further clarification.**
 - A. *Correct, although also explore the feasibility of building a new facility and we would expect to see conceptual plans of various options.*
3. Page 4, III. A. 'It is expected that the Awardee will work within the defined budget.' **What is the defined budget?**
 - A. *The budget will be determined by the Board's acceptance of the proposed costs and scope of work.*
4. In accord with question 2 above* please clarify if the defined budget is for future construction costs associated with renovations of existing facilities or is there anticipation of a new facility? **If a new facility, design would be needed in order to assess costs.**
 - A. *Budget refers to the budget for the work anticipated by this RFP.*



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

Needs Assessment Request for Proposals
Addendum No. 1- Issue date September 11, 2014
Page 2 of 2

5. And Page 5, 9. For recommended alternate locations evaluate the existing conditions of the Town Hall/Library site, Public Safety Complex and Stevens Field plus all other Town owned properties within ½ mile radius of the Town Center, ...

Please quantify how many sites will be evaluated. And confirm that the level of evaluation will be based on 'observation' and review of available site plans but will not include added measures such as surveying and geotechnical exploration.

- A. *Successful firm will review maps of the Town-owned property w/in the ½ mile radius and offer an opinion as to the general viability or potential of the alternative sites to provide the needed municipal services. No surveying or geotechnical exploration is expected under this RFP.*

End of Addendum No. 1

Town of Lee, NH



REQUEST FOR PROPOSALS
FOR MUNICIPAL FACILITY NEEDS AND
SITE ALTERNATIVES ANALYSIS

August 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 Select Board, 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 efficient services.
- Examine whether the existing or alternative locations or configurations for each of these municipal functions would allow for better provision and efficiency of service to the community with minimum impact to environmental and historic resources while giving consideration to alternative energy, Smart Growth and Low Impact Development (LID) design practices.
- Provide an estimate of cost for each alternative scenario.
- Recommend the best course of action for the Town to pursue based on a ranking of alternatives.

All such work shall be done under the direction of the Select Board, 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 Select Board 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.

Library

The Library, although built in 1897 as a school, was moved to its current site in 1962 and expanded by additions in 1972, 1984, and 1996. The building is handicap accessible and does have a handicapped accessible toilet and is in generally good condition, but without room to expand collections or provide a large, accessible meeting space.

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 Wednesday, September 3, 2014 at 10:00 A.M. This meeting will constitute a walk-through 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. Thursday, September 18, 2014. The Town's governing body, the Select Board, expects to select the Awardee from among the respondents within 60 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 ten (10) copies of the Proposal must be submitted to the Town.

E. INQUIRIES AND SUBMISSION OF PROPOSALS

Questions 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. The Town is under no obligation to return Proposals. It is requested that any and all contact with the authorized contact person be made by e-mail. 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 Select Board:

- 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
- Demonstration of experience with similar projects incorporating alternative energy, Smart Growth and LID design practices and sensitivities to environmental historic resources.
- 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 Select Board.

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 Select Board.

2. Conduct a Preliminary Fact Finding Phase including a review of background information provided by the Town including site plans, existing building floor plans, and the various studies performed over the past several years: the 1989 Town Hall Energy Study (James L. Garvin, NHDHR), the 2007 Town Offices Needs Assessment (Sumner Davis Architects) and the 2009 Lee Town Center Study (Dennis Mires PA) which can be found on the Town's website leenh.org Also review the energy audit and associated documents developed by the Lee Energy Committee.

3. Meet with Departmental representatives to determine and catalogue existing services, personnel and equipment of the relevant Departments, and meet with various Boards, Committees, Commissions as directed by the Select Board to develop a set of project objectives.

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 and efficiency of service to the community. This task should include service area analysis and examination of the potential for combined service facilities.

8. Information gleaned from the above tasks shall be incorporated into a Preliminary Fact Finding Phase Report for the purpose of developing and refining the project objectives and basis for alternatives ranking.

9. For recommended alternate locations, evaluate the existing conditions of the current Town Hall/Library site, Public Safety Complex and Stevens Field (Bales property,) plus all other Town-owned properties within ½ mile radius of the Town Center, including the Bricker Property, to determine the opportunities and constraints that the sites present (slopes, infrastructure, drainage, etc.) to future development or redevelopment while minimizing impact to environmental and historic resources and incorporating alternative energy, Smart Growth and LID design practices.

10. Provide an estimate/range of total project cost for each alternative scenario examined, to include hard and soft costs, financing, site preparation, demolition, etc.

11. Recommend the best course of action for the Town to pursue based on a ranking of each alternative to meet a set of project objectives developed as part the preliminary

fact finding phase.

12. Based on input from the Town, provide additional examination, recommendations and detail work on site development alternatives.

13. 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.

14. 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 Select Board 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 Select 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.
- 4) 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.
- 3) 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.
- 5) 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.
- 8) 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)



RECEIVED
AUG 27 2014
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Edward T. Perry, CPA

August 26, 2014

James A. Sojka, CPA

Sheryl A. Pratt, CPA*

To the Members of the Board of Selectmen
and Ms. Julie Glover, Town Administrator
The Town of Lee
7 Mast Road
Lee, NH 03861

Michael J. Campo, CPA*

Kathryn C. Sanders, CPA

Donna M. LaClair, CPA**

Ashley J. Miller, CPA

Tyler A. Paine, CPA

Kyle G. Gingras, CPA

Dear Members of the Board of Selectmen and Ms. Glover:

We are pleased to confirm our understanding of the services we are to provide the Town of Lee for the fiscal year ended June 30, 2014. We will audit the financial statements of the governmental activities, major fund, and aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Lee as of and for the fiscal year ended June 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the Town of Lee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The Town of Lee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. However, we are aware that the Management's Discussion and Analysis will not be completed by the Town.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Lee's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules
- 2) Individual Fund Schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Lee's financial statements. Our report will be addressed to Board of Selectmen of the Town of Lee. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-

PLODZIK & SANDERSON
Professional Association | Accountants & Auditors

of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards.



In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Lee's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Plodzik & Sanderson Professional Association and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Plodzik & Sanderson Professional Association personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on August 27, 2014 and to issue our reports no later than 90 days after the completion of field work. Sheryl A. Pratt, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will range between \$10,750 and \$12,750 for the fiscal year ended June 30, 2014. This fee is approximate and will be billed based on actual time spent on the audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Lee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.



Sincerely,

Plodzik & Sanderson

PLODZIK & SANDERSON
Professional Association

RESPONSE:

This letter correctly sets forth the understanding of the *Town of Lee*.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____





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

August 22, 2014

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,

John Clegg
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 # 15-03, 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, 2014 Termination Date: September 30, 2015	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 \$52.00/hour	\$3,744.00	
Payroll-related Deductions: \$ 3,744.00 x 30 percent	1,123.20	\$4,867.20
*See Proposed Solution (page 2) for exact patrol dates & explanation of pay rates		
Total		\$4,867.20

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 Thomas C. Dronsfield, Jr.	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 David Cedarholm	2) Title Chairman, Lee Board of Selectmen	3) Address 7 Mast Rd Lee, NH 03861
4) Signature X		5) Telephone Number 603-659-5444

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

**SCHEDULE A
GENERAL PROJECT INFORMATION**

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 10.46 percent of crashes resulting in incapacitating injuries and 20.98 percent of crashes resulting in non-incapacitating injuries during 2010 - 2013.

Contributing Factor to Motor Vehicle Crashes Resulting in Incapacitating & Non-Incapacitation Injuries								
	Incapacitating Injuries				Non-Incapacitating Injuries			
	2010	2011	2012	2013	2010	2011	2012	2013
Driver Inattention/Distracted	74	22	68	32	1179	453	572	471
% of Total Injury-Related Crashes	11.2%	6.8%	13.7%	8.1%	19.5%	19.7%	26.5%	21.1%
Total # Injury-Related Crashes	660	322	497	394	6057	2294	2156	2244

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 10, 2014 November 26, 2014 December 31, 2014 January 16, 2015 February 13, 2015 March 17, 2015
- April 3, 2015 May 22, 2015 June 12, 2015 July 3, 2015 August 10, 2015 September 4, 2015

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.

NH HIGHWAY SAFETY AGENCY
78 Regional Drive, Building #2
Concord, NH 03301-8530

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) _____.</p> <p style="text-align: center;">_____ SUPERVISING OFFICER</p>
--	--

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.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRSRS.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>)



State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



John T. Beardmore
Commissioner

Kathryn E. Skouteris, ESQ.
Assistant Commissioner

MUNICIPAL AND PROPERTY
DIVISION
Stephan W. Hamilton
Director

David M. Cornell
Assistant Director

August 28, 2014

Town of Lee
ATTN: Board of Selectmen
7 Mast Road
Lee NH 03861

Re: 2012 Cyclical Inspections

Dear Members of the Board,

As part of the Department's duty under RSA 21-J:11 II; I am forwarding the final results of my monitoring activity of the cyclical inspections. Enclosed, please find the PA 45/46 monitoring report. Note, only property record cards with points have been included.

The monitoring report was sent to Scott Marsh of MRI on July 17, 2014 for their review.

If you have any questions regarding the enclosed information, please feel free to contact me. Thank you for your time and cooperation.

Sincerely,

Keith Gagnon
Real Estate Appraiser
Keith.Gagnon@dra.nh.gov
(603) 419-9795

cc: file

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION
RESIDENTIAL MONITORING REPORT

Lee	2012	Monitoring
Gagnon	6/2014	Marsh
Data Item	Points	Map/Lot Numbers of Samples
		28 3 6 15 2 705 28 3 5 13 3 11
Owner/Land Section		1 2 3 4
Address; if applicable	1	28 3 6
Topography	1	
Parcel ID	1	
Lot Size	1	
Card Number (_ of _)	1	
Land-Use Code/Neighborhood	1/1	
Sale History Section		
Sale Date	2	
Sale Price	2	15 2 705
Sale Validity	2	
Sales Notes if Non-Valid	1	
Improvement Section		
Style Type	2	
Incorrect Photo	1	
Date of Visit / ID / Entry Code	1	
Foundation Type	2	
Story Height	2	
Exterior Wall	1	
Roof Style	2	28 3 5
Roof Cover	1	
Interior Wall	1	
Interior Floor	1	
Heating Type	1	
Central A/C	2	
Bedrooms	1	
Bathrooms	2	
Fixture Count	1 per	
Depreciation / Func. Code / UC	2	
Year Built	2	13 3 11
Condition	2	This property has a 2% functional obsolescence. This should be explained in the note section as it is unclear what the functional obsolescence is.
Grade	2	
Comments / Notes	1	
OB's if < 200 SF	1 per	
OB's if > 200 SF	3 per	
Extra Features	1 per	
Sketch Accuracy Up To 2'	1 Pt	
Sketch Accuracy > 2'	1Pt/Ft	
Sketch Labeling < \$5,000 impact	2	
Sketch Labeling > \$5,000 impact	4	
Interior Inspection		
By Company Lister Y/N		n y n n
By DRA Monitor Y/N		n y n n
Total Points		0 0 0 1

Points on Residential monitoring should total less than 6



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION
RESIDENTIAL MONITORING REPORT

Lee		2012				Monitoring	
Gagnon		6/2014				Quintal	
Data Item	Points	Map/Lot Numbers of Samples				Comments:	
		13 1 8	13 1 14	13 3 4	20 4 17		
Owner/Land Section		1	2	3	4	13 1 8	
Address; if applicable	1						
Topography	1						
Parcel ID	1						
Lot Size	1						
Card Number (of)	1						
Land-Use Code/Neighborhood	1/1						
Sale History Section							
Sale Date	2					13 1 14	
Sale Price	2						
Sale Validity	2						
Sales Notes if Non-Valid	1						
Improvement Section							
Style Type	2					13 3 4	
Incorrect Photo	1						
Date of Visit / ID / Entry Code	1						
Foundation Type	2						
Story Height	2						
Exterior Wall	1						
Roof Style	2						
Roof Cover	1						
Interior Wall	1						
Interior Floor	1						
Heating Type	1					20 4 17	
Central A/C	2						
Bedrooms	1						
Bathrooms	2						
Fixture Count	1 per						
Depreciation / Func. Code / UC	2						
Year Built	2						
Condition	2						
Grade	2						
Comments / Notes	1						
OB's if < 200 SF	1 per						
OB's if > 200 SF	3 per						
Extra Features	1 per						
Sketch Accuracy Up To 2'	1 Pt						
Sketch Accuracy > 2'	1Pt/Ft						
Sketch Labeling < \$5,000 impact	2						
Sketch Labeling > \$5,000 impact	4						
Interior Inspection							
By Company Lister Y/N		y	n	y	n		
By DRA Monitor Y/N		n	n	n	n		
Total Points		0	0	0	0		

Points on Residential monitoring should total less than 6



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION
RESIDENTIAL MONITORING REPORT

Lee		2012				Monitoring	
Gagnon		6/2014			Quintal		
Data Item	Points	Map/Lot Numbers of Samples				Comments:	
		34 4 2	13 3 5	13 3 6	25 1 11		
Owner/Land Section		1	2	3	4	34 4 2	
Address; if applicable	1						
Topography	1						
Parcel ID	1						
Lot Size	1						
Card Number (of)	1						
Land-Use Code/Neighborhood	1/1						
Sale History Section							
Sale Date	2						
Sale Price	2					13 3 5	
Sale Validity	2						
Sales Notes if Non-Valid	1						
Improvement Section							
Style Type	2						
Incorrect Photo	1						
Date of Visit / ID / Entry Code	1						
Foundation Type	2						
Story Height	2						
Exterior Wall	1						
Roof Style	2					13 3 6	
Roof Cover	1						
Interior Wall	1						
Interior Floor	1						
Heating Type	1						
Central A/C	2						
Bedrooms	1						
Bathrooms	2						
Fixture Count	1 per						
Depreciation / Func. Code / UC	2						
Year Built	2					25 1 11	
Condition	2						
Grade	2						
Comments / Notes	1						
OB's if < 200 SF	1 per						
OB's if > 200 SF	3 per						
Extra Features	1 per						
Sketch Accuracy Up To 2'	1 Pt						
Sketch Accuracy > 2'	1Pt/Ft						
Sketch Labeling < \$5,000 impact	2						
Sketch Labeling > \$5,000 impact	4						
Interior Inspection							
By Company Lister Y/N		n	n	n	n		
By DRA Monitor Y/N		n	n	n	y		
Total Points		0	0	0	0		

Points on Residential monitoring should total less than 6

OWNER INFORMATION SALES HISTORY MUNICIPAL SOFTWARE BY AVIAR

OWNER INFORMATION		SALES HISTORY				
CROCKETT, NATALIA & DAVEY	Date	Book	Page	Type	Price	Grantor
18 ALLENS AVE	01/02/2013	4086	338	QI	228,800	THOMPSON, BARRY I
LEE, NH 03861	10/02/2008	3683	704	U138		THOMPSON, BARRY I
	08/13/1999	2132	056	QI	140,000	TECH REALTY TRUST

DISTINGUISH HISTORY		NOTES	
11/18/13	JQ BP-EXT		
09/18/12	JQ 1/4 R - @ DOOR		
09/11/12	JQ MLS		
07/16/12	SM ST ADDRESS		
03/28/11	SM CHANGE		
09/12/08	RDVM		
08/09/02	TMRM		
01/30/02	BHNM		

EXTRA FEATURES VALUATION

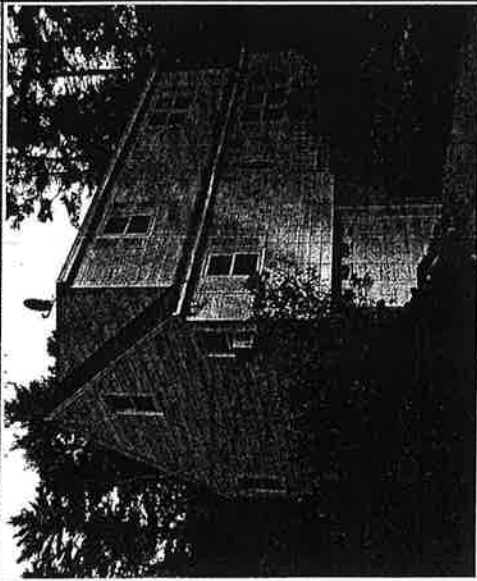
Feature Type	Units	Length	Width	Size	Adj	Rate	Cond	Market Value	Notes
FIREPLACE 1-STAND	1				100	3,000.00	100	3,000	3,000

LEE ASSESSING OFFICE

PARCEL TOTAL TAXABLE VALUE			
Year	Building	Features	Land
2012	\$ 121,900	\$ 3,000	\$ 69,400
	Parcel Total: \$ 194,300		
2013	\$ 126,700	\$ 3,000	\$ 69,400
	Parcel Total: \$ 199,100		
2014	\$ 126,700	\$ 3,000	\$ 69,400
	Parcel Total: \$ 199,100		

LAND VALUATION

Zone: RES	Minimum Acreage: 1.95	Minimum Frontage: 250	Site:	Driveway:	Road:									
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
IF RES	0.690 ac	63,111	F	110	100	100	100	100	100	69,400	0	N	69,400	
	0.690 ac									69,400			69,400	



CROCKETT, NATALIA & DAVEY
 18 ALLENS AVE
 LEE, NH 03861

District: _____
 Percentage: _____

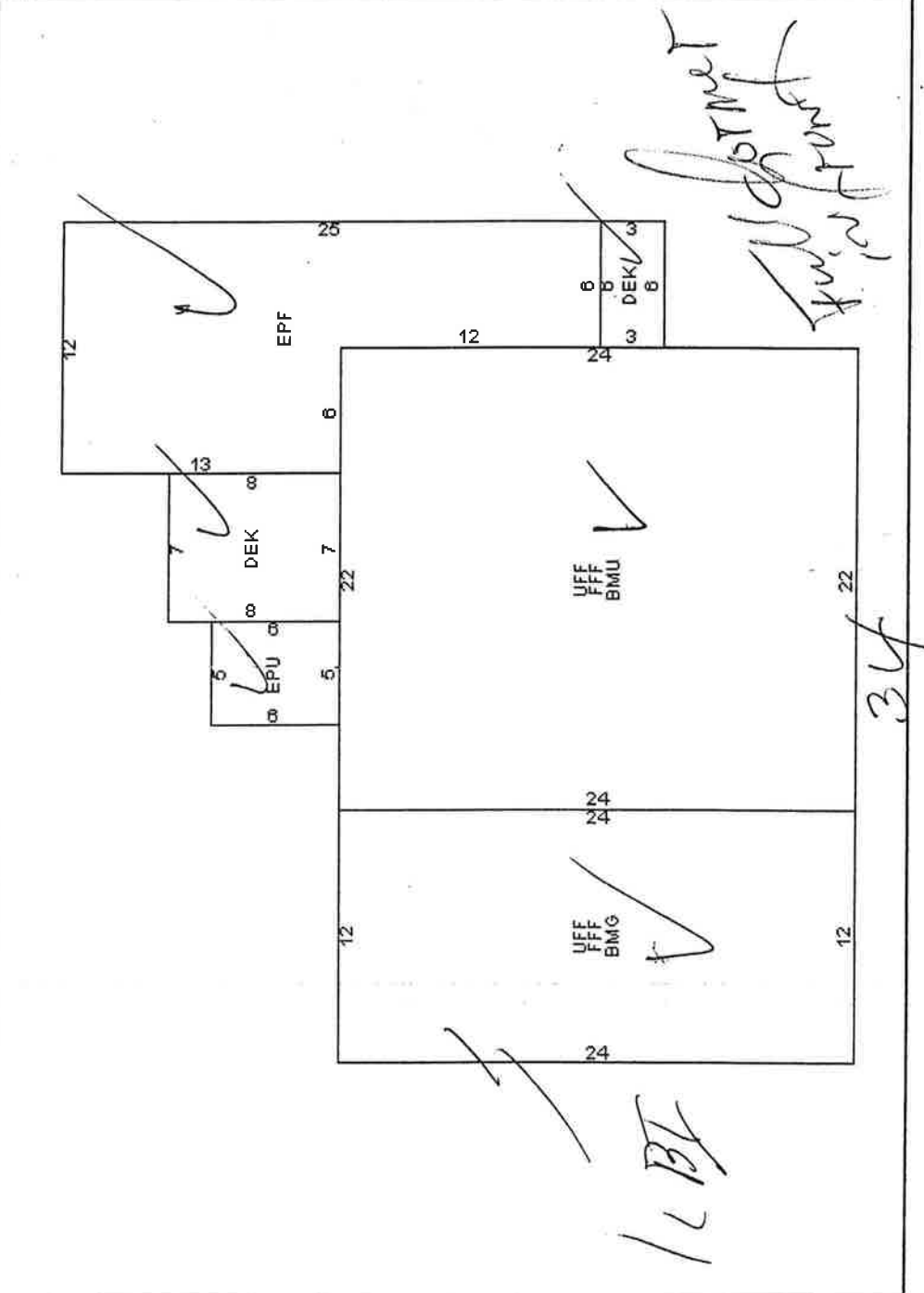
PERMITS
 Project ID: 1385
 Permit Type: FOUNDATION
 Date: 07/08/13
 Notes: FOUNDATION FOR 30 X 24

6/3/2

BUILDING DETAILS
 Model: 2 STORY FRAME CAPE
 Roof: GABLE OR HIP/ASPHALT
 Ext: CLAP BOARD
 Int: DRYWALL
 Floor: HARDWOOD/HARD TILE
 Heat: OIL/HOT WATER
 Bedrooms: 3 Baths: 2.0 Fixtures: 6
 Extra Kitchens: Fireplaces:
 A/C: No Generators:
 Quality: A0 AVG
 Corn. Wall:
 Size Adj: 1.0452 Base Rate: RSA 75.00
 Bldg. Rate: 1.0141
 Sq. Foot Cost: \$ 76.05

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
UFF	UPPER FLR FIN	816	1.00	816
FFF	FST FLR FIN	816	1.00	816
BMG	BASEMENT	288	0.25	72
BMU	BSMNT	528	0.15	79
EPF	ENCLSD PORCH	228	0.70	160
DEK	DECK/ENTRANCE	74	0.10	7
EPU	ENCL PORCH	30	0.35	11
		2,780		1,961



2011 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 149,058
 Year Built: 1968
 Condition For Age: GOOD 13 %
 Physical: WH 2 %
 Functional: WH
 Economic:
 Temporary:
 Total Depreciation: 15 %
 Building Value: \$ 126,700



Office Use Only

Date Received: 9/5/14

BOS Approved: _____

Insurance Cert: Y N

TOWN OF LEE MEETING ROOM APPLICATION FORM

Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured.

All advertisements, announcements, press releases, flyers, etc., relating to meetings and/or events must contain the disclaimer: "This event is not sponsored by the Town of Lee"

Date of Application: 9/4/13

Name of Group: Cub Scouts Pack 459

Purpose of Event or Meeting: Pack meeting.

Contact Person: Dana Partis Event Supervisor: Dana Partis

Address: 592 Calef Hwy, Lee, NH 03861

Phone: 781-733-9559 Email: dana@partis.us

Number of People: ~ 30-40

Date(s) of Use: 9/19/14 Time of Use: 6:15-7:30

Will food or beverages be served? No Do you require the use of the kitchen; if so, provide extent of use: No

Please indicate on the reverse any special arrangements requested.

IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Meeting Rooms for the purpose indicated above, I, the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of the Meeting Room(s). I attest that I/we do not, discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.

I have read and agree to abide by the Town of Lee Meeting Room Policy. I shall be responsible for all our participants and guests. I, the undersigned, have read this contract and understand all of its terms and I sign this release voluntarily and with full knowledge of its significance.

Signature of Legally Responsible Person: Dana A Partis (Pack 459)

Print Name: Dana A. Partis

ATTACH CERTIFICATE OF INSURANCE