### SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, November 10, 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. Non-Public
  - a. RSA 91-A:3 II (a) Personnel Evaluations
  - b. RSA 91-A:3 II (c) Tax Deeding
- 4. Municipal Facility Needs and Site Alternatives Analysis

Review the presentations of the three firms interviewed on November 5th,

5. Town of Lee Personnel Policy and Procedures Manual

Review the Department Heads' four proposed revisions and/or additions to the Personnel Policy and Procedures Manual.

6. Phase I & II ESA Proposals

Review the proposals received for the Phase I & II Environment Site Assessment RFP.

- 7. Julie Glover, Town Administrator Report
  - ORCSD Middle School Committee
  - Tax Rate Setting Process
  - Miscellaneous
- 8. Consent Agenda Items (Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED	INFORMATION ONLY NHMA Annual Meeting Letter to UNH from Heritage Commission re: Burley Demeritt
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- 9. Acceptance of the BOS Public and Non-Public Meeting Minutes from October 27, 2014.
- 10. Acceptance of Manifest #9 and Weeks Payroll Ending November 9, 2014
- 11. Miscellaneous/Unfinished Business
- 12. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on November 7, 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.



Office Use Only

Meeting Date: November 10, 2014

Agenda Item No. 4

# BOARD OF SELECTMEN MEETING AGENDA REQUEST 11/10/2014

Agenda Item Title: Facilities Needs Assessment

Requested By: Select Board 8/15/2014

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Review further the proposals of the three firms interviewed on Nov. 5th and make a decision regarding who will be granted the contract to perform a Facilities Needs Assessment for the Town of Lee.

Financial Details: Cost proposal of the chosen firm will be opened after selection.

Legal Authority RSA 41:8

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

# REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to have the Town Administrator notify \_\_\_\_\_\_ that they have been chosen to conduct the Municipal Facility Needs and Site Alternatives Analysis and work with the firm to schedule the tasks and meetings associated with the project.

HOLIDAY LEAVE: Employees shall be paid for an annual total of no more than 80 hours for the listed holidays (88 in those years where the Christmas holiday includes the day before or after.) Holiday pay will be based on eight (8) hours at the employee's regular hourly rate. Part-time employees who regularly work a minimum of twenty hours per week throughout the calendar year and whose regular work schedule includes the actual day of the holiday are entitled to four (4) hours of holiday pay. Temporary employees and call firefighters are not entitled to holiday pay.

All holidays will be observed on the day designated by the Federal Government:

New Year's Day Martin Luther King Day

Presidents' Day Memorial Day Independence Day Labor Day

Veterans' Day
Day after Thanksgiving
Christmas Day

Day Before/ After Christmas (see A below)

- A. Holidays that fall on a Sunday will be observed on the following Monday, and Holidays that fall on a Saturday will be observed on the preceding Friday. If Christmas falls on a Tuesday or a Thursday, the Town will also close on the day between Christmas and the weekend.
- B. If a designated holiday falls within an employee's vacation period, the holiday is not considered a vacation day.
- C. Employees must work the work day preceding and following the holiday, according to their normal work schedule, except for excused absences as approved by the employee's Department Head, in order to be paid for the holiday.
- D. Some employees may be required to work on holidays. Non-exempt Employees who are required to work on a holiday will receive eight (8) hours of holiday pay at their straight time hourly rate for the hours worked on the holiday, in addition to their regular rate of pay for the hours worked. Holiday pay is not counted as time worked for the purposes of calculating overtime, however, if the hours actually worked in that week exceed 40 then overtime may apply as described in Chapter 6 of this manual.
- E. Sworn Police Officers: all full-time officers shall receive an additional day's pay for each of the holidays listed above regardless of whether or not the employee works on any of the holidays. Such employees shall work their shift as scheduled regardless of the occurrence of holidays.
  - 1. On the last pay period in November, each officer shall receive, in addition to his regular pay, an amount that shall be determined by multiplying the number of holiday hours (as indicated above) by the officer's regular rate of pay, which have occurred during the officer's term of employment

- during the current calendar year. This shall include the hours anticipated for the Christmas holiday, however should the officer no longer be employed by the Town as of that date; the amount paid will be deducted from the officer's final paycheck.
- 2. An officer who voluntarily terminates his employment after at least six months' satisfactory employment in a current year shall be entitled to holiday pay, in addition to his regular pay, in an amount equal to the number of holidays which occurred during said employment multiplied by his regular rate of pay at the time of termination.

HOLIDAY LEAVE: Employees shall be paid for an annual total of no more than 808 hours for the listed holidays (88 in those years where the Christmas holiday includes the day before or after.) Holiday pay will be based on eight (8) hours at the employee's straight timeregular hourly rate. Part-time employees who regularly work a minimum of twenty hours per week throughout the calendar year and whose regular work schedule includes the actual day of the holiday are entitled to four (4) hours of holiday pay. Temporary employees and call firefighters are not entitled to paid-holiday pays.

All holidays will be observed on the day designated by the Federal Government:

A.

В.

C.

New Year's DayMartin Luther King Day
Presidents' DayMemorial Day
Independence Day Labor Day
Veterans' Day Thanksgiving Day
Day after Thanksgiving Christmas Day
——————————————————————————————————————
Holidays that fall on a Sunday will be observed on the following Monday, and Holidays that fall on a Saturday will be observed on the preceding Friday. If Christmas falls on a Tuesday or a Thursday, the Town will also close on the day between Christmas and the weekend.
If a designated holiday falls within an employee's vacation period, the holiday is not considered a vacation day.
Employees must work the work day preceding and following the holiday, according to
their normal work schedule, except for excused absences as approved by the
employee's Department Head, in order to be paid for the holiday.
Some employees may be required to work on holidays. Non-exempt Employees who
are required to work on a holiday will receive eight (8) hours of holiday pay at their
straight time hourly rate for the hours worked on the holiday,- iln addition to the
employee will be paid at their regular rate of pay for the hours worked. as outlined in
this personnel policy to include overtime as described in Chapter 6 of this manual, if
applicable. Holiday pay is not counted as time worked for the purposes of calculating
overtime-, however, if the hours actually worked in that week exceed 40 then
overtime may apply as described in Chapter 6 of this manual.
Sworn Police Officers: all full-time officers shall receive an additional day's pay for each
of the holidays listed above regardless of whether or not the employee works on any of
the holidays. Such employees shall work their shift as scheduled regardless of the
occurrence of holidays.

On the last pay period in November, each officer shall receive, in addition to his regular pay, an amount that shall be determined by multiplying the number of holiday hours (as indicated above) by the officer's regular rate of pay, which have occurred during the officer's term of employment during the current

	calendar year. This shall include the hours anticipated for the Christmas holiday,
	however should the officer no longer be employed by the Town as of that date;
	the amount paid will be deducted from the officer's final paycheck.
2.	An officer who voluntarily terminates his employment after at least six months'
	satisfactory employment in a current year shall be entitled to holiday pay, in
	addition to his regular pay, in an amount equal to the number of holidays which
	occurred during said employment multiplied by his regular rate of pay at the
	time of termination.

Exater

- 8.4 Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.
- 8.5 In the event that an employee is called back to work after leaving the work premises at the end of his/her regularly scheduled shift, he/she shall receive time and on-half pay for all time worked on such call-out which is not part of a regularly scheduled shift, but in no case shall the call out pay be less than two (2) hours pay at time and one-half. The work premises shall be defined as the police complex grounds. Employees called back with less that 48 hours notice shall receive three hours pay at time and one-half.
- 8.6 The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.
- 8.7 The Town and Association agree that the Town may convert to a biweekly pay system at any time with a thirty (30)-day notice to the Association and will not result in any loss of pay.

# ARTICLE IX Holidays

9.1 The following and any other days designated by the Board of Selectmen or Town Manager are the official holidays for the term of the Agreement:

New Year's Day
Washington's Birthday
Memorial Day

Columbus Day
Veteran's Day
Thanksgiving

Independence Day Day after Thanksgiving

Labor Day Christmas

- 9.1.1 Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.
- 9.3 For police officers and dispatchers, payment for holidays shall be as follows.
- 9.3.1 Such employees covered by this agreement shall work their shift as scheduled regardless of the occurrence of holidays.

- 9.3.2 Each employee covered by this agreement will receive on the first pay period of November of each year, in addition to his/her regular pay, an amount that shall be determined by multiplying the amount of pay for his work shift by the number of holidays listed in 9.1 above, which have occurred during the employee's term of employment during the current calendar year.
- 9.3.3 Any employee who, after at least six months of full-time satisfactory employment in a current year, voluntarily terminates employment with the Police Department, shall be entitled to an amount in addition to his regular pay which amount is to be determined by multiplying the number of holidays which occurred during that employment by his/her amount of pay for one shift.
- 9.4 Employees shall be eligible for holiday pay at the date of employment.

# ARTICLE X Wage and Salary Administration

# 10.1 Wages:

Wages shall be administered in accordance with Appendix A and Appendix B.

10.2 Longevity pay- Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of November annually. Any member who voluntarily leaves the service of the Town prior to November 1<sup>st</sup>, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire.

# After completion of:

Hampton, NH

paying back the work obligation by compensating the second officer at one and one-half times the second officer's regular rate of pay for the time already worked by the second officer. If the second officer is a part-time officer, the compensation will be factored at the second officer's regular rate of pay unless the second officer has worked forty hours (40) that week which will increase it to one and one-half times that second officer's rate of pay.

#### ARTICLE 16 HOLIDAYS

#### Section 1.

The following days shall be considered paid Holidays.

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Presidents Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Day After Thanksgiving

Christmas Day

All full-time members of the Department covered by this Agreement shall receive an additional day's pay for each of the holidays listed above whether the employee has worked the holidays or not. Said compensation shall be included in the employee's first pay period in December.

If an officer leaves the employment of the Town, the officer shall receive payment for all holiday pay due the officer, up to the time of termination.

#### Section 2.

Full-time officers who work on Memorial Day, July 4, Thanksgiving Day, Christmas Day, or New Year's Day shall be paid one and one-half (1 ½) the officer's regular rate of pay for the time actually worked, in addition to the compensation above.

#### Section 3.

The provisions of this Article do not apply to Special Police Officers, except that Special Police Officers who work on Memorial Day, July 4<sup>th</sup>, Thanksgiving Day, Christmas Day, or New Year's Day shall be paid one and one-half (1 ½) the officer's regular rate of pay for the time actually worked.

Epping Police

#### 9. VACATION

9.1 Vacation time will accrue as follows:

## Years of Service

0-1 years	=	5 days
1-5 years	=	10 days
5-15 years	=	15 days
16 years	=	16 days
17 years	=	17 days
18 years	=	18 days
19 years	=	19 days
20 ÷ years	=	20 days

9.2 Employees are allowed to carry over a maximum of five (5) days of unused vacation time per year.

# 10. HOLIDAYS

10.1 Full-time employees are entitled to nine (9) paid holidays as follows:

New Year's Day Labor Day President's Day Veterans' Day Memorial Day Thanksgiving Day Independence Day, July 4th Day After Thanksgiving Christmas Day

- 10.2 Full-time employees shall be paid for the nine (9) holidays at their hourly rate payable in a lump sum payment on the first pay day in December.
- 10.3 Full-time employees who work on a holiday are entitled to the benefit under section 10.2 herein, plus their hourly rate for the holiday worked payable on the next applicable pay day after the holiday.

Durham Police

#### ARTICLE 16 HOLIDAYS

16.1 Employees shall be entitled to regular full pay for the following eleven (11) holidays:

New Year's Day

Civil Right's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving and the Day after Thanksgiving

Christmas Day

The day before or after Christmas Day (as determined by the Town Administrator)

- 16.2 If a holiday falls on a regularly scheduled day off, the employee shall be given straight-time pay for that day.
- 16.3 Compensation for all holidays shall be paid in one separate check, payable on the first Friday in December each year.
- 16.4 When an employee is regularly scheduled to work on a holiday, he/she shall receive payment for the holiday at the regular rate. On Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, and New Year's Day, the employee shall receive compensation at the rate of time and one-half for all shifts started on these holidays.

paid at the employee's overtime rate. Employees who have used forty (40) or more hours of sick leave in a calendar year shall not be compensated at time and one-half (1 1/2) for duty in excess of the employees regularly scheduled eight (8) hours in any work week in which sick leave is taken, unless the employee has worked sufficient hours to replace the sick leave hours used in that work week. Said sick leave exception to the overtime provision shall become effective January 1, 2001.

- Overtime shall not include swapped hours of duty between individuals, nor shall it include private duty police services. Union members shall have the right to exchange shifts with other members of equal rank, subject to review and approval of the Chief, which approval shall not be unreasonably withheld. All swaps shall be completed within thirty (30) days.
- Any employee called back to work outside of the employee's regularly scheduled working hours, after leaving the work premises, shall be paid at the time-and-one-half rate for a minimum of three (3) hours, except in instances where the employee is coming in to perform authorized scheduled overtime, in which case the employee will be paid time and one-half the employee's regular hourly rate of pay for hours worked.
- 9.5 Employees required to assume the duties of higher rank shall be compensated for it at the rate of the rank they are assigned, provided they occupy that position for ten (10) consecutive work days.
- 9.6 At the option of the Department and with the consent of the employee compensatory time off may be used in lieu of overtime wages.
- 9.7 The parties to this Agreement recognize the value of continuing education in law enforcement for full time police officers. The Department shall provide at no cost to the employee training programs or equivalent law enforcement training offered by the NH Police Training and Standards Institute or other accredited training agencies. Subject to budget considerations all sworn officers shall be expected to attend at least two (2) training sessions per year but, in any event, each full time officer shall complete at least eight (8) hours of such programs each year.

#### ARTICLE X HOLIDAYS:

All full time employees shall be granted twelve (12) paid holidays per year at the convenience of the Department. As an alternative, an employee may elect to be paid eight (8) hours of pay at straight time rates for up to twelve (12) holidays; the election to be paid rather than to take the holidays is to be made no later than the first pay period in December.

ARTICLE XI SICK LEAVE AND WORK CONNECTED INJURIES:

- 11.1 It is hereby acknowledged by the parties to this Agreement that employees of the Police Department are involved in hazardous employment that often places them in circumstances endangering their well being. Considerations of the City for sick leave benefits on behalf of police employees are therefore different from the considerations relating to any other City Department.
- 11.2 Sick leave without loss of pay shall be granted at the rate of ten (10) hours per month of service, with maximum accumulation of nine hundred and sixty (960) hours.

HAMPHON Barrington

- 16.2 All outside details will be paid to members of the bargaining unit at their overtime rate.
- 16.3 There is a four (4) hour minimum for outside details worked for private companies, contractors or organizations.
- Outside details are filled based on the Officer's availability pursuant to the Department policy.
- 16.5 If the outside detail assignment is cancelled two (2) hours or less prior to the assignment the officer shall be paid for four (4) hours at the then current rate for outside duty.

### ARTICLE XVII

### **HOLIDAYS**

- 17.1 The Town allows 12 holidays each year. On or before January 1 of each year, the Board of Selectmen or the Town Administrator on its behalf will post a list of approved holidays for the coming year. All holidays will be observed on the day designated by the Federal Government other than the day before or after Christmas which is set by the Town Administrator. Normally, holidays falling on a Saturday will be celebrated on Friday. Holidays falling on a Sunday will be scheduled on a Monday.
  - 1. New Year's Day Floats
  - 2. Civil Rights Day Monday
  - 3. President's Day Monday
  - 4. Memorial Day Monday
  - 5. Independence Day Floats
  - 6. Labor Day Monday
  - 7. Columbus Day Monday
  - 8. Veterans Day Floats
  - 9. Thanksgiving Day -Thursday
  - 10. Day after Thanksgiving Friday
  - 11. Christmas Eve or the day after Christmas Floats
  - 12. Christmas Day Floats
- 17.2 Full time sworn police officers will be paid for the 12 holidays whether they work them or not and that time will not count as time worked. This will be done by paying these full time sworn police officers for 48 hours of Holiday pay on or about June 1<sup>st</sup> and for 48 hours of holiday pay on or about December 1<sup>st</sup> of each year provided they were employed for that six month period. Any Officer working less than the six holiday periods shall have their holiday pay prorated for holidays worked during their employment period.
- 17.3 Other full time members of the bargaining unit will be allowed to take holidays off, if

Barrington

they fall on a regularly scheduled shift, without loss of pay.

17.4 Part time employees who work under 20 hours will not receive holiday pay.

#### ARTICLE XVIII

#### TIME-OFF BENEFITS

#### 18.1 Earned Time:

- A. Earned Time is intended to provide employees paid time off from work for vacations and personal reasons.
- B. The following schedule details the rate at which Earned Time will be accrued for the indicated consecutive years of employment, prorated by the number of hours regularly scheduled. Earned Time shall only apply to employees regularly working 20 hours or more.

Group A: 0-4 years of service 6% Group B: 5-9 years of service 8% Group C: 10-15 years of service 10% Group D: 16+ years of service 12%

Example: An employee is regularly scheduled for 40 hours per pay period. His/her time is calculated by multiplying the hours scheduled by the accumulation percentage and adding the number to the employee's earned time bank.

Group A: 40 hours x 6% = 2.4 hours per week Group B: 40 hours x 8% = 3.2 hours per week Group C: 40 hours x 10% = 4 hours per week Group D: 40 hours x 12% = 4.8 hours per week

#### 18.2 Earned Time General Rules:

- A. Earned Time is available for all employees who regularly work a minimum of 20 hours per week and is calculated upon the number of hours regularly scheduled up to 40 hours in a workweek. Exempt salaried employees are calculated on the basis of 40 hours per week.
- B. Earned time is **not** accrued during any period of time when on unpaid leave including short and long term disability.
- C. Earned Time can be accrued to a maximum of 320 hours for full-time employees. Part time employees may accumulate to a maximum of 8 times their regular weekly schedule, for example 20 hours per week times 8 equals 160 hours maximum for that part-time employee. Any hours in excess of that maximum limit will be lost without compensation for them, reducing the total earned time

Newmarket Police

## Section 2:

Private details shall be compensated as follows:

Thirty-seven dollars (\$37.00) per hour from the date of ratification and funding of the contract.

## Section 3:

Private details may be canceled with four (4) hours' notice to the Department. In the event of such cancellation the employee shall not be entitled to any compensation.

## Section 4:

Private details shall be filled among full-time employees. This shall be achieved by paging the employees. The detail shall be assigned to the first responding employee requesting that detail. If no full-time employee responds to the detail page or if no full-time employee accepts a particular detail, then the department is free to fill said detail with either a part-time employee of the department or an officer from another agency at the sole discretion of the Chief of Police. Newmarket Police officers may "bump" outside agencies up to twelve hours before the start of the detail.

### Section 5:

Town details are those details paid for by the taxpayers of the Town and for which an officer is needed to direct traffic for other Town employees (i.e. public works department, fire department, etc.) or for parades, security and/or traffic direction. Employees shall be paid their overtime rate of pay for all hours worked on said Town details, which shall be for a minimum of three (3) hours. If there are no volunteers for these Town details, employees shall be assigned in the same manner and method as that used for mandatory overtime assignments.

# ARTICLE 15 HOLIDAYS

All unit employees will be given ninety-six hours of holiday time per calendar year on January 1 of the new year. These hours may be taken, at the discretion of the Chief of Police, as "floating holidays." All holiday hours shall be paid at regular hourly rates and shall be paid as provided in RSA

Newmarket Police

275:43. All unit employees who actually work a shift on holiday hours will receive holiday pay in addition to their regular pay for that period worked.

# ARTICLE 16 TEMPORARY LEAVE OF ABSENCE

Section 1: Negotiations - Release Time

Paid leave from duty will be granted to all members of the Union's negotiating Committee for the purpose of attending bargaining sessions as well as a reasonable amount of time both immediately before and after bargaining sessions for the purpose of contract negotiations.

Section 2: Grievance Hearings

Any aggrieved employee shall be allowed to attend a hearing with regard to that employee's grievance held at Steps 1, 2, or 3 without loss of pay or benefits.

Section 3: Bereavement Leave

All permanent, full-time employees shall be allowed paid bereavement leave as follows:

- Three (3) consecutive, calendar workdays due to a death in the Α. employee's immediate family, which shall mean a spouse, parents, children, siblings, mother or father-in-law, stepparents, stepchildren or a blood relative or ward residing with the employee.
  - One (1) calendar day due to the death of the employee's grandparents, grandchild, brother or sister-in-law, for the purpose of attending that person's funeral.

The Chief of Police, at his sole and absolute discretion, may grant other time off with pay for the purpose of the employee attending the funeral of a relative or friend other than those categories listed above.

Section 4: Maternity Leave

Maternity leave is considered in the same manner as any other disabling condition.

Section 5: Military Leave

The Town will pay any full-time employee who is a member of the United States Military Reserve or the National Guard, the difference



Office Use Only

Meeting Date: November 10, 2014

Agenda Item No. 5

# BOARD OF SELECTMEN MEETING AGENDA REQUEST 11/10/2014

Agenda Item Title: Phase I & II ESA Proposals

Requested By: Select Board 10/14/2014

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

**Description:** Review the proposals received for the Phase I & II Environmental Site

Assessment RFP.

Financial Details: See attached Bid Results Summary

Legal Authority RSA 41:8; 80:19a

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

# **REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to have the Town Administrator notify
that they have been chosen to conduct the Town of Lee's Phase I & II Environmental Site
Assessments, as required.

Subcontractor Fees	Technician Non-Technical	Project Manager Senior Professional Professional	Phase II ESA (per hour rate) Sr. Project Manager/Associate	Gas Station, Auto Repair, Dry Cleaner Mobile Home or Single Family Home	Large Commercial > 25K SF	Vacant Land > 10 ac Small Commercial < 25K SF	Vacant Land <2 ac Vacant Land btw 2-10 ac	Phase I ESA	Phase I & II Environmental Assessment Request for Proposal 23-Oct-14
Costs + 9%	\$55 \$45	\$90 \$90 \$70	\$125	\$2,000 \$1,500	\$2,300	\$2,000 \$2,000	\$1,450 \$1,750		HTE Northeast Inc Ei 2 Cote Lane Bedford, NH 03861 603-668-1654 Roger Keilig
Costs + 15%	1 1	\$85	\$110	\$2,800 \$1,500	\$2,500	\$1,500 \$1,850	\$1,500 \$1,500		Exeter Environmental PO Box 451 Exeter, NH 03833 778-3988 Steven Shope
Costs + 10%	\$75 \$55	\$125 \$125 \$100	\$175	\$4,800 \$2,500-2,600	\$6,300	\$2,550 \$4,300	\$2,550	;	Calex Environmental PO Box 236 Colebrook, NH 03576 237-9399 Ronald Guerin
Costs + 15%	36 1	\$110 \$110	\$140	\$6,000 \$3-4,000	\$5,000	\$3,000 \$4,500	\$3,000		Miller Engineering PO Box 4776 Manchester, NH 03108 668-6016 David Ray

#### **Denise Duval**

From: Wendy DiFruscio <wdifruscio@orcsd.org>
Sent: Monday, November 03, 2014 9:53 AM

To: 'Denise Duval'

**Subject:** RE: ORCSC Committee

#### Good Morning Denise,

At this point in time we only have a tentative meeting scheduled for Tuesday, November 18<sup>th</sup> at 5:00 PM at the middle school. At that time they will set the schedule for the remaining meetings. In response to your inquiry about the appointing of a community member to the committee, Superintendent Morse would prefer someone who is in the capacity of a leader for the town. Hopefully this answered your questions, but if not, please feel free to give me a call at the office.

#### Thank you.

Wendy
Wendy L. DiFruscio
Superintendent's Administrative Assistant
SAU #5 – Oyster River Cooperative
36 Coe Drive
Durham, NH 03824
868-5100 x 2002
wdifruscio@orcsd.org

The Right-to-Know Law provides that most e-mail communications, to or from School District employees regarding the business of the School District, are governmental records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure. However, confidential information about students, staff, and parents may not be subject to disclosure. The confidentiality of information about students and personnel matters must be maintained by the individual or entity to which this e-mail is addressed. Any unauthorized review, use, disclosure, or distribution of confidential information is prohibited.

From: Denise Duval [mailto:dduval@leenh.org]
Sent: Friday, October 31, 2014 12:53 PM

**To:** Wendy DiFruscio **Cc:** Town Administrator **Subject:** ORCSC Committee

#### Hello Wendy,

Could you tell me what day of the week and time of day the meetings are going to take place for the committee to review the options for the current middle school. Dr. Morse's letter indicates it will meet about 6 times a year for  $1-1\,\%$  hours each time during the school year for 3 years but did not indicate what day or time. Our Select Board could not commit without knowing this information. We didn't want to make any assumptions.

Thank you,

Denise

# SELECTMEN'S MEETING

# **November 10, 2014**

# **CONSENT AGENDA ITEMS**

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

# **SIGNATURES REQUIRED**

# **INFORMATION ONLY**

- NHMA Annual Meeting
- Letter to UNH from Heritage Commission re: Burley Demeritt



# NOTICE OF ANNUAL MEETING NEW HAMPSHIRE MUNICIPAL ASSOCIATION

TO:

NHMA Member Local Officials

FROM: Judy A. Silva, NHMA Executive Director

**DATE:** October 24, 2014

The NHMA Annual Meeting will be held in conjunction with the New Hampshire Municipal Association Annual Conference on Thursday, November 13, 2014, at 10:45 a.m. at the Radisson Hotel/Center of New Hampshire in Manchester. You do not need to register for the NHMA Annual Conference in order to attend this meeting (but we certainly hope you will, of course).

At the Annual Meeting, each member municipality will have an opportunity to vote for new and returning members of the NHMA Board of Directors. In addition, we will preview the 2015 legislative session and discuss meeting dates for the coming year.

Each member municipality has one vote at the Annual Meeting. Voting Delegates need not be determined ahead of time, but should more than one person from a municipality attend the meeting, the voting card will be issued in the following priority determined by the NHMA Directory:

Mayor/Chair of Board of Selectmen/Council Chair

OR

Mayor Pro Tem/Vice or Assistant Mayor/Council Vice Chair

OR

Selectman/Alderman/Councilor

OR

City or Town Manager/Administrative Assistant.

<u>Please see the reverse side</u> for the meeting agenda and the slate of candidates for the board of directors.

Please contact NHMA Staff at NHMAinfo@nhmunicipal.org or 1-800-852-3358 (extension 3408) if you have any questions.

(OVER)

# NHMA Annual Meeting

Thursday, November 13, 2014, 10:45 a.m.

# Radisson Hotel/Center of New Hampshire

#### **Agenda**

- 1. Overview of NHMA Activities in 2014
- 2. Vote: Members of Board of Directors (slate of nominees below)
- 3. 2015 Legislative Forecast
- 4. 2015 Schedule of Board of Directors Meeting Dates (subject to change)

18
20
18

5. Other Business

# NHMA BOARD OF DIRECTORS NOMINEES

The NHMA Executive/Nominating Committee nominates the following individuals to the Board of Directors for the terms noted. (*Incumbents are shown in italics*.)

Name	Position	Municipality	Elected or Appointed	Term Expires	
Teresa Williams	Town Administrator	Wakefield	Appointed	2016	
Jim Maggiore	Selectman	North Hampton	Elected	2016	
Galen Stearns	Town Administrator	Derry	Appointed	2016	
Sue Desruisseaux	Town Administrator	Goffstown	Appointed	2016	
Shelagh Connelly	Selectman	Holderness	Elected	2017	
Phillip D'Avanza	Planning Board Member	Goffstown	Elected	2017	
Elizabeth Dragon	City Manager	Franklin	Appointed	2017	
Bill Herman	Town Administrator	Auburn	Appointed	2017	
Harold Lynde	Selectman	Pelham	Elected	2017	
J. Allen Bennett	Councilor	Concord	Elected	2017	
Butch Burbank	Town Manager	Lincoln	Appointed	2017	
Ben Bynum	Clerk/Tax Collector	Canterbury	Elected	2017	



October 25, 2014

Paul D. Chamberlin, Assoc. V.P. Facilities Ritzman Lab 22 Colovos Road UNH Durham, NH 03824

Dear Sir,

We, the Lee Heritage Commission, recently visited the Burley-Demeritt Farmhouse. We were saddened to see that nothing has been done to improve the property or even to stop the deterioration of this historic house. During our last conversation you indicated the house would be at least "mothballed" (your word) to stabilize it until proper restoration can be done.

It is shocking to see that your neglect of this historic building has gone this far. Weatherization of the outside shell is imperative!

The following items need your urgent immediate attention:

- $\sim$  The collapsing roof in the ell of the building.
- $\sim$  Vegetation causing rot above the foundation.
- ~ Increased damage to the northeast corner of the roof on the main house.
- $\sim$  Missing and rotting siding, exposed timbers, inadequate bulkhead cover, broken windows.
- ~ Animal holes chewed into house through the facade and siding.
- ~ Overwhelming odor and presence of animal nests, feces and urine in the house.
- $\sim$  Further damage to the front stair banister.

Another winter is upon us and these issues have not been addressed. Please contact us for a meeting within the next 10 days as your attention to this matter is urgently needed.

Sincerely,

Patricia S. Jenkins,

Lee Heritage Commission

cc: Town of Lee Select Board

D.C. Bencks, Dir. Campus Planning