

# SELECT BOARD MEETING AGENDA

**DATE:** 6:00pm Monday, July 20, 2015

**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 limited to 3 minutes.

1. Call to Order - 6:00 pm
2. Motion to Enter into Non-Public Session
  - a. RSA 91-A:3 II (a) - Personnel Issues
3. Public Comment
4. Senator Martha Fuller Clark – Update the Board on NH Senate Legislative Issues & Budget
5. Annie Gasowski, 250<sup>th</sup> Anniversary Committee –
  - a. **Banner Issue** – *Primex will not approve the indemnification language in the Eversource Pole Attachment application, thus jeopardizing the Town's liability coverage for the banner installation*
  - b. **Souvenirs** – *Request permission to purchase commemorative souvenirs (valued over \$500) to be sold at the Lee Fair*
6. Randy Stevens, Highway Supervisor –
  - a. **Parking at Little River Park** - *Discuss the parking situation at LRP with the Highway Supervisor and decide on what the layout should be.*
  - b. **Engineering Proposal for FEMA Grant Application** - *Discuss a proposal from Right Angle Engineering to provide professional engineering services to complete a Grant Application for FEMA funds for the bank stabilization of the severe erosion on the Tuttle Rd/little River embankment and also for the culvert replacement and raising the road at Beaver Creek/Tuttle Rd.*
7. Roger Rice, Transfer Station Manager – **Sale of 'Can'**  
*Request the Board's permission to sell a 30 yard open-top container, valued at approx. \$400*
8. Tom Dronsfield, Police Chief – **250<sup>th</sup> Celebration License Plate**  
*Request that the Select Board sign the application to NH Division of Motor Vehicles for approval of the graphics and license plate request for the 250<sup>th</sup> Anniversary Commemorative License Plate.*
9. Julie Glover, Town Administrator Report
  - a. **Airborne Radon Mitigation RFP for Lee Library**
  - b. **Health Insurance** – **Further discussion on employee premium contributions**
  - c. **Media Coverage** – **who is authorized to speak for the Town**
  - d. **Miscellaneous**
10. Motion to accept the Consent Agenda as presented:

## SIGNATURES REQUIRED

Abatement  
Intent to Cut (2)  
Vacation Requests (2)

## INFORMATION ONLY

Ltr from DES re: Durham's Waiver Request for a Solar Array in a Sanitary Protective Area  
Preston Samuel's Ltr of Appointment to the LRLAC by DES  
PFM Asset Management LLC Letter re: PDIP

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

11. Motion to accept the Select Board Public Meeting Minutes from June 22<sup>nd</sup>.
12. Motion to accept the Select Board Non Public and Public Meeting Minutes from July 6<sup>th</sup>.
13. Motion to accept Manifest #27 and Weeks Payroll Ending July 19, 2015.
14. Miscellaneous/Unfinished Business
15. Adjournment

**Posted: Town Hall, Public Safety Complex, Public Library and on [leenh.org](http://leenh.org) on July 17, 2015**

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.

LEEN  
H



250

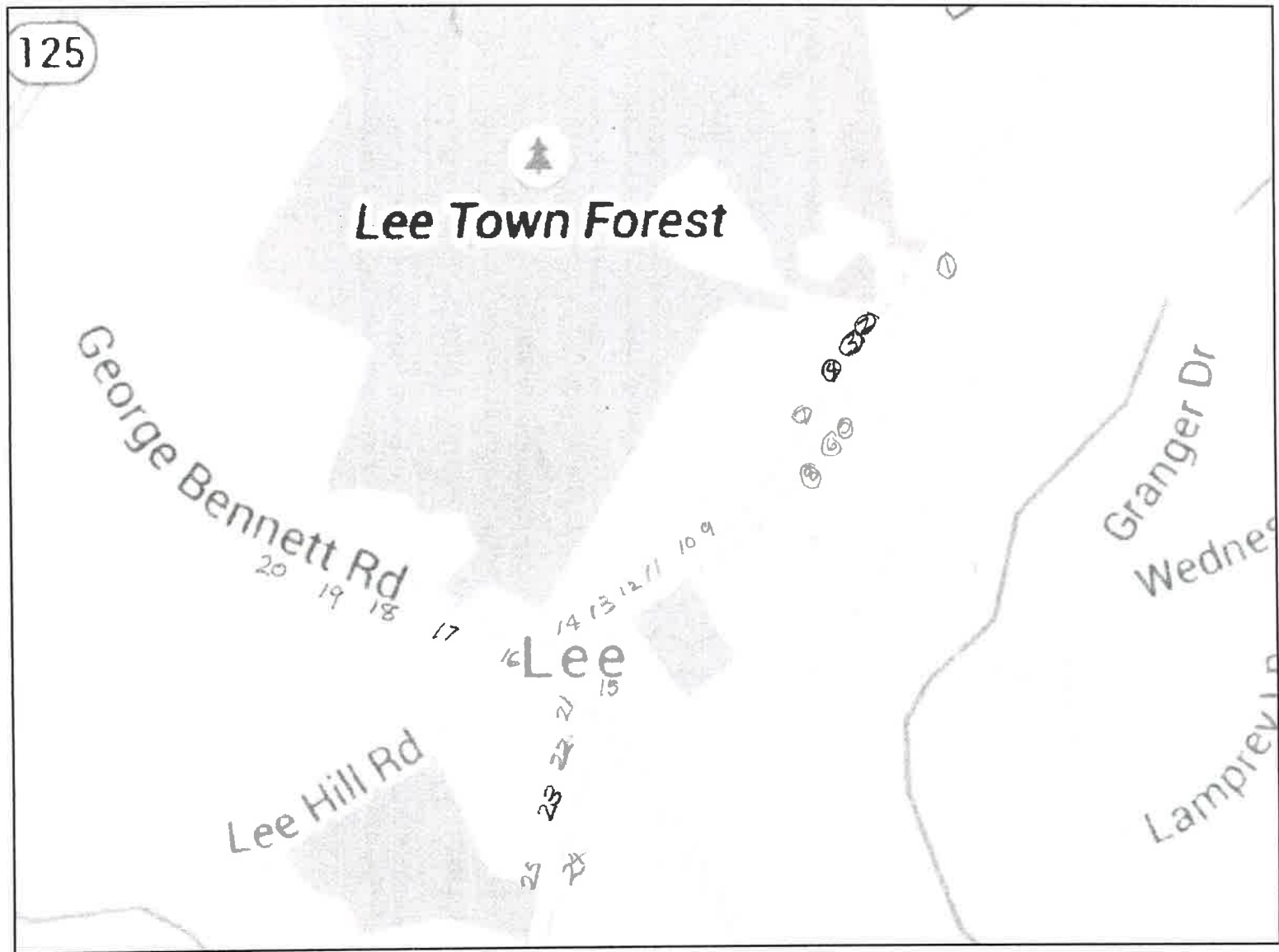


LEEN  
H



250





①-⑩- NHE Coop

⑪-⑲ NLT and PSNH

**PUBLIC SERVICE OF NEW HAMPSHIRE POLE ATTACHMENT  
APPLICATION AND PERMISSION TO TEMPORARILY ATTACH**

In accordance with the terms and conditions of this Application and Permission to Attach, permission is hereby requested by the undersigned municipality to make one decorative attachment, description of which, including dimensions and method of attachment included with this request, to each of the utility poles listed below for the following specified holiday or event:

Events: \_\_\_\_\_

Pole Number                      Street Location  
(Sketch required if more than 12 poles or more than one street is involved.)

By signing below, municipality agrees that if the requested permission is granted by PSNH, such permission is subject to, and municipality shall be fully and legally bound by, the attached terms and conditions "PSNH – TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein.

\_\_\_\_\_  
(Name of Municipality)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

Permission is hereby GRANTED for temporary attachment to the poles specified on the above list, subject to the attached terms and conditions "PSNH - POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein. Attachment may begin on \_\_\_\_\_, and removal is to be completed by \_\_\_\_\_. (Not to exceed six months.)

Public Service Company of New Hampshire

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

## PSNH – TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS

1. The requester must complete the *PSNH Pole Attachment Application and Permission to Temporarily Attach* 30 days prior to the date of the event.
2. If the utility pole is jointly owned, the municipality must acquire permission from both owning utilities.
3. PSNH shall have no responsibility for the installation, maintenance or removal of any attachment, and shall have no responsibility to assist municipality with same.
4. This grant of permission is for the term only, shall be non-exclusive, and shall not create or vest in municipality any rights or interests in any utility pole.
5. This permission is granted by PSNH only, and does not apply to, nor is it intended in any way to serve as permission by or from any other joint owner of any utility pole, from which separate permission may need to be obtained.
6. For and in consideration of the permission granted, municipality, its employees, departments, contractors and agents, agree to indemnify, protect and hold harmless PSNH, and its officers, directors and employees, from and against any and all claims, demands, causes of action and costs, including attorneys' fees, for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the installation, use and removal of any attachment to utility poles pursuant to this permission, and from and against any and all damages, cost and expenses imposed on or incurred by PSNH as a result of the presence of any attachment to utility poles pursuant to this permission, or as a result of any acts or omissions of municipality, its employees, departments, contractors and agents in the exercise of the permission granted hereunder.
7. The permission does not extend to any utility poles which are, or are determined to be, located outside of the limits of any public highway right-of-way and are on private property not owned by PSNH.
8. PSNH will be held harmless for any damage to attachments which may occur during normal maintenance, repair, or emergency utility work.
9. There are no pole attachment fees or charges; nor any payment for pre-attachment survey costs of the first 100 or fewer pole locations annually.
10. Any charges for make-ready work, if any, to accommodate Town's decorative attachments, will be payable in full in advance.

11. **Decorations** must be of a non-conductive material such as plastic, fiberglass or wood.
12. **Decorations** must be secured with removable hardware like “ratchet strap brackets” or other devices that allow for easy removal, i.e., “quick connect pins” so mounting bracket can be left in a permanent position.
13. **Attachments** shall be made with appropriately-sized lag screws, or metal banding.
14. Attachments to a utility pole must stay at least 10 feet below the lowest PSNH facilities during installation, display and removal and must not extend more than 42 inches horizontally from the pole surface.
15. The maximum allowable decoration length is five feet.
16. Paper signs, tassels, ropes, strings or additional attachments are not allowed.
17. Only one decorative pole attachment per pole will be permitted.
18. PSNH is not responsible for installation, maintenance, or removal of decorations.
19. The installation and removal should be coordinated with local public safety officials.
20. The attachment must not pose any threat to the safety of PSNH’s employees or agents of PSNH. Nor should it interfere with the performance of the company’s service obligations and cause a threat to the physical integrity of the pole.
21. Attachments to utility poles shall be done in accordance with all appropriate laws, ordinances and regulations for proper display. Attachments shall be done in conformance with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA), New Hampshire Department of Transportation (NHDOT) and any other governing authority having jurisdiction.
22. When attachments are permanently removed, all hardware shall be removed.
23. PSNH reserves the right to remove any attachments after six months and bill the municipality. PSNH will be held harmless for any damage to the attachments.
24. Pole to pole, pole to tree, or pole to building attachment is not allowed.
25. Painting of poles is not allowed.

26. Electrified decorative attachments are not allowed.
27. Attachments to poles with URD conduit piping will only be allowed when the bracket can be attached to only the wooden pole. Straps or metal bands cannot come into contact with the conduit. Puncturing or piercing the conduit is prohibited.



Julie

This is a follow up email to our phone conversation about placing banners up on NHEC poles. As we discussed listed below are the rules and stipulations for the banners:

1. Banners are the towns responsibility to hang, maintain, and take down
2. If the banners will be up more than 3 months we will have to have a signed document for the extended time, this will be drawn up by NHEC
3. The banners must be attached below the lowest attachment
4. Prior to hanging the banner a site visit and meeting must be done to ensure the banners will not cause any issues with maintaining the poles and power or road clearance

I hope this helps if you have any questions please email or call I'm available at the below number.

**John Akers**  
**New Hampshire Electric Cooperative**  
**Operations Supervisor**  
**Raymond District**



## Primex<sup>3</sup> Contractual Indemnification Form

Member Name: Town of Lee

Title of Contract: PSNH Pole Attachment Application and Permission to Temporarily Attach

Third Parties: Those parties described as indemnified parties in the Contract.

Member Contact: Julie Glover

Date: June 5, 2015

Dear Julie,

### Scope of Review

We have reviewed the agreement/contract you have forwarded to us. Please keep in mind that our review is limited in scope to the insurance, subrogation and indemnification sections because those sections potentially impact the rights of the risk pool. Before executing the contract, Primex<sup>3</sup> strongly recommends that you have the Town's legal counsel review and evaluate the entire contract, as well as our comments.

### Waivers of Subrogation and Insurance Related Clauses

In regards to the insurance and subrogation provisions in the attached contract, it is important to understand that the Primex<sup>3</sup> coverage documents do not allow risk pool members to compromise the risk pool's right to recover its claims payments from responsible third parties through subrogation. Primex<sup>3</sup> will typically object to proposed waivers or impairments of subrogation rights. In addition, it is important for you to make sure parties doing business with public entities are adequately insured. Primex<sup>3</sup> will typically offer suggestions regarding insurance requirements.

### Indemnification Clauses

With respect to proposed contract clauses requiring your indemnification of other entities and individuals, Primex<sup>3</sup> will not provide you any coverage for that contractual obligation unless Primex<sup>3</sup> has approved the indemnification clause, either in its original form or as modified by Primex<sup>3</sup>, in a signed Contractual Indemnification Form. Aspects of a contractual indemnification clause which are not explicitly approved in this manner are excluded from coverage by Primex<sup>3</sup>.

### Recommendations:

*Near the end of paragraph 6, "or as a result of any" should be replaced with "based on the negligent."*

*The indemnification clause can be approved conditioned upon incorporating the above edit.*

We hope this helps, but please don't hesitate to call us if you have any questions.

Thank you,

Holly Soriano

\* Primex<sup>3</sup> has reviewed the insurance, indemnification and subrogation provisions, if any, in this agreement in order to protect the interests of the risk pool. Your legal counsel should carefully review and approve all provisions of this agreement prior to your execution of it. To the extent Primex<sup>3</sup> approves or conditionally approves any indemnification obligations, such indemnification will be provided solely for claims arising out of the acts of the public entity risk pool member covered under the applicable Primex<sup>3</sup> Coverage Document, and indemnification is subject to the terms, limits, conditions and exclusions contained in the applicable Primex<sup>3</sup> Coverage Document, Sections A for Bodily Injury Liability and B Property Damage Liability only. Sections A for Personal Injury Liability, C Public Officials Errors and Omissions, D Unfair Employment Practices, E Employee Benefit Liability, F Educator's Legal Liability Claims Made Coverage are not included in the scope of coverage. Any indemnification obligation that exceeds the foregoing parameters shall be your responsibility and Primex<sup>3</sup> shall have no liability.



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

Office Use Only

Meeting Date: July 20, 2015

Agenda Item No. 5b

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**7/20/2015**

**Agenda Item Title: 250th Anniversary Souvenirs**

**Requested By: Annie Gasowski and Janet Allen**

**Date: 7/13/2015**

**Contact Information: [anniegasowski@gmail.com](mailto:anniegasowski@gmail.com)**

**Presented By: Annie Gasowski, 250th Anniversary Committee Representative**

**Description:** Request permission to purchase commemorative souvenirs in the amount of \$2399.06 to be available for sale beginning at the Lee Fair. Said souvenirs include 1000 wooden nickels at \$280; 72 coffee mugs at \$319.06; 72 adult t-shirts at \$720; 36 youth t-shirts at \$288; 36 hats at \$468 and 36 canvas bags at \$324.

**Financial Details: 250th Anniversary Committee Account current balance is \$ 16,903.21**

**Legal Authority NH RSA 41:8**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to approve the purchase of commemorative souvenirs in the amount of \$2399.06 to be available for sale beginning on September 12, 2015 at the Lee Fair.

**Town of Lee**  
**Semiquincentennial Fund**

		Deposits	Expenditures	Balance
FY 2014	Funding	3,000.00		
FY 2015	Funding	3,000.00		
5/21/2015	Donation from Senior Advisory Committee	1,009.95		
5/22/2015	Back Bay Networks Web hosting		9.99	
6/19/2015	Screen & Screen Again T Shirt printing		96.75	
FY 2016	Funding	10,000.00		
				16,903.21

## Select Board Meeting 6/8/15

### 1. Update on available souvenirs for 250th

- T-shirts
- caps & bags
- mugs & cups
- coins and other

### 2. Banners

- Final design - Design cost - \$75/ hr.
- Specifics of banners : Quote from AMI Graphics

Material: Double Sided Vinyl Banner

Size: 48"H x 30"W

Quantity: 12

Finishing: Stitched with 3" Pole Pocket Top & Bottom

Cost: \$690 (\$57.50 Each)

30" Pole Banner Hardware = \$85 Each

Total Cost for (12) Pole Banners & Hardware = \$1,710

\$855 for (6) Pole Banners & Hardware plus design fee

- Pole identification and permission forms
- Installation - before the Lee Fair if possible

### 3. Mast Tree cutting and Mast Way School program

- Report of meeting with Conservation Commission, Lee Church representative, Mast Way teachers, 250th Comm. - identification of tree by Don Quigley

### 5. Parade planning to date

### 6. Liberty Tree Memorial -

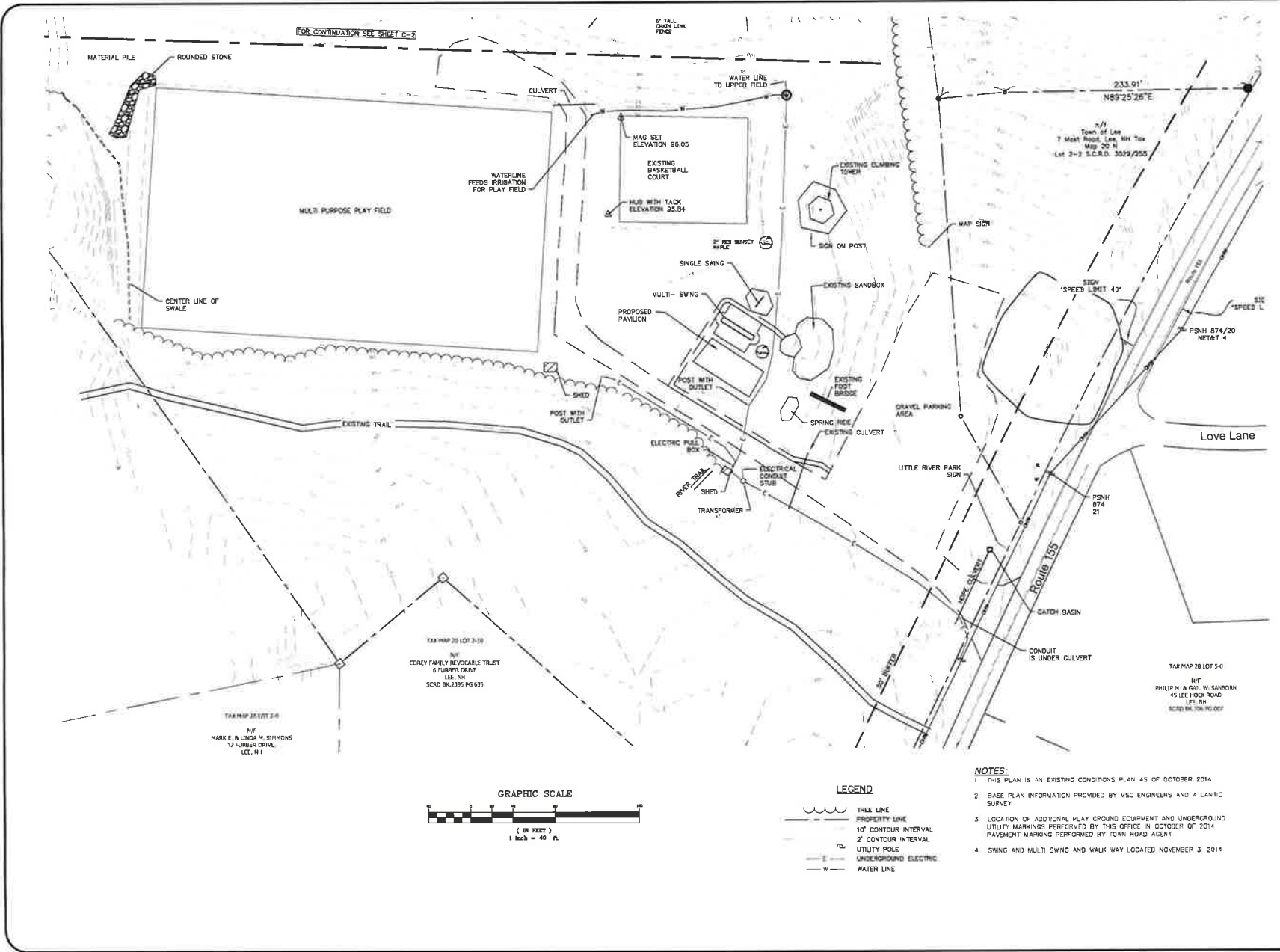
*btw Mastway school & church*

Sarah Whittaker

Elm Research Institute

11 Kit Street, Keene, NH 03431

800-367-3567 or 603-358-6198



ISSUED FOR: RECORD

DATE: OCTOBER 10, 2014

FILE NAME: 1423 -LRP

NO.	DATE	BY	DESCRIPTION

SCALE: 1" = 40'

OWNER/APPLICANT:  
 TOWN OF LEE NH  
 7 MAIN ROAD  
 LEE, NH 03861

PROJECT:  
 TOWN OF LEE  
 LITTLE RIVER PARK

TITLE:  
 EXISTING  
 CONDITIONS

SHEET NUMBER:  
 C-1



**From:** [bhummm@aol.com](mailto:bhummm@aol.com) [mailto:[bhummm@aol.com](mailto:bhummm@aol.com)]

**Sent:** Thursday, June 25, 2015 2:36 PM

**To:** [larry@accutechmarine.com](mailto:larry@accutechmarine.com)

**Subject:** additional parking for LRP

Larry,

When we met in the park with the BOS, I expressed some concern that the expansion of the parking lot south of the existing lot might encroach on the easement on the former Mills property. Later, after looking at the survey plan, I remembered that the Mills portion of the park doesn't have any frontage on 155 and is almost certainly well clear of where additional parking might be created. You might want to talk to the Lee Sno Travellers though, since their trail comes out to the road not far south of the current extent of the parking lot. They might want to relocate it.





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

Office Use Only  
Meeting Date: 7/20/2015  
Agenda Item No. 6b

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**7/20/2015**

**Agenda Item Title: Engineering Proposal for FEMA Grant Application –Tuttle Rd**

**Requested By: Randy Stevens**

**Date: 7/15/2015**

**Contact Information: Randy Stevens [rstevens@leenh.org](mailto:rstevens@leenh.org)**

**Presented By: Randy Stevens, Highway Supervisor**

**Description:** Discuss a proposal from Right Angle Engineering to provide professional engineering services to complete a Grant Application for FEMA funds for the bank stabilization of the severe erosion on the Tuttle Rd/little River embankment and also for the culvert replacement and raising the road at Beaver Creek/Tuttle Rd.

**Financial Details: \$3,930.00**

**Legal Authority** NH RSA 31:5, WA11-2011; Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to allow the Highway Supervisor to enter into an agreement with Right Angle Engineering to provide professional engineering services to complete a FEMA (HMGP) grant application for the Tuttle Rd embankment stabilization and the Tuttle Rd culvert replacement/flooding problem, and to withdraw up to \$3,930 from the Highway Department Road and Bridge Improvement Plan Capital Reserve Fund to pay for these services.**

# PROPOSAL FOR PROFESSIONAL SERVICES

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RIGHT ANGLE ENGINEERING, PLLC  
324 Prescott Hill Road  
Grafton, NH 03240  
(603) 523-8800 Office  
(603) 443-7815 Cell  
(603) 523-8811 Fax  
Erin@RightAngle.Engineering

DATE: July 15, 2015

PROJECT: FEMA Grant Application Assistance  
Hazard Mitigation Grant Program (HMGP)  
Streambank Restoration & Culvert Replacement  
Tuttle Road  
Lee, New Hampshire  
RAE #15118

CLIENT CONTACT: Randy Stevens, Highway Supervisor  
Town of Lee  
c/o Town Administrators Office  
7 Mast Road  
Lee, NH 03861  
rstevens@leenh.org

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Dear Mr. Stevens:

It was a pleasure meeting with you over the winter and looking at severely eroded bank of the Little River along Tuttle Road in Lee. Stabilization improvements may be eligible for funding from a grant by the Federal Emergency Management Agency (FEMA). FEMA grants provide 75% of the total cost of the project, with a 25% local match to be provided by the Town of Lee. This match can be in the form of in-kind services or money to pay for the site improvements.

This letter has been prepared to serve as a proposal for professional engineering services to provide assistance with this a Hazard Mitigation Assistance (HMGP) grant application to be submitted to the New Hampshire Department of Safety (NHDOS).

## **PROJECT SCOPE**

The scope of the project includes two areas that are experiencing repeated damage, with the potential for severe road deterioration if they are not corrected. As these two locations are in close proximity, the grant application will include the two areas for road repair as one cohesive project.

The first location of concern is along the west side of Tuttle Road, about 1200 feet south of its intersection with New Hampshire Route 155 (NH 155). This bank is experiencing severe erosion, to the extent of compromising the stability of Tuttle Road. A preliminary design for stabilization of the eroding embankment is expected to include a combination of rock (i.e. riprap) and vegetative embankment in permanent future conditions.

An engineering analysis will be prepared to confirm that the proposed replacement will provide a permanent fix to the erosion problem in the site area. General plans illustrating the improvements will be prepared. These plans will be based on material that is already published and general field measurements; it does not include a full survey of the site areas.

The crossing of Tuttle Road over the Beaver Brook consists of deteriorating galvanized steel culvert pipe. The existing culvert is a squashed steel pipe that is 6 feet in diameter. It is located within 100 feet of the Lamprey River, which is a designated river. New Hampshire Fish and Game has noted that there are endangered species in the vicinity of each of these culverts.

Additionally, the culvert has overtopped on a number of occasions in the past. It is quite likely to happen again in the future. It is recommended that the culvert replacement include raising the road to an elevation adequate to prevent road over-topping and washout in the future. The hydraulic analysis and engineer's report prepared earlier this year will be used to accompany the application. It is expected that the replacement will consist of a precast concrete box culvert.

An engineer's opinion of probable cost will be prepared based on the anticipated improvements. This projection of the anticipated costs will be used as a basis for the funding requested. A schedule for construction/project implementation will also be developed. Information regarding past storm damage will be provided by the Town, where it is available.

Also, a meeting with wetland permit review personnel from the New Hampshire Department of Environmental Services (NHDES) is included in the scope of services. The intent is to demonstrate to the greatest extent practicable that the project work can be permitted for impacts to wetlands. While a pre-application meeting is not binding, documentation of this communication can be used to demonstrate that the scope of work can be permitted. This will help make the application more competitive.

The grant also requires a Benefit Cost Analysis (BCA) be prepared. This is a computer-based analysis that provides a benefit ratio for the proposed project, accounting for the cost of the repairs and the benefit that it would yield. A preliminary BCA has been completed using general project assumptions with the latest FEMA software, which has resulted in a calculated BCA of greater than 1.0.

The scope of this project includes the cost of the preliminary engineering for the grant application. Complete engineering, site survey, permitting, and preparation of construction drawings are not included in this scope of services. However, the preliminary work completed will be beneficial toward the final engineering design and wetland permitting.

Right Angle Engineering, PLLC, submitted a letter of intent (LOI) to the New Hampshire Department of Safety (NHDS) in May to see if this project would qualify, it does. So at this time we can proceed with the complete application. Application materials are submitted directly to FEMA for the HMGP grant program.

Work completed for the HMA grant application in 2014 will be used in compiling this year's application to the greatest extent practicable. If the grant is awarded, monies will be available to fund the engineering, permitting and construction of the culvert replacement and associated road improvements.

### **COST ESTIMATE**

The estimated cost of providing these services is \$3,930. This estimate is based on my hourly rate of \$90 per hour for engineer/design services, as well as general expenses. Table 1 below details the estimated cost of services.

Every effort will be made to perform this job in the simplest manner possible; however, unanticipated changes may occur. If major changes in the scope of work are anticipated, I will communicate this to you

as soon as possible. The anticipated expenses related to completing this project include document copies, mileage, postage, and other incidental expenses. Mileage is not billed.

It is anticipated that engineering monies paid to Right Angle Engineering, PLLC, will be eligible as part of the overall project cost if the grant is awarded; i.e. this can be part of the town's 25% match.

**TABLE 1 – ESTIMATED PROJECT COST**

DESCRIPTION	COST
<b>PROFESSIONAL FEES</b>	
Engineering Study	\$ 765.00
Preliminary Site Plan	\$ 630.00
Benefit Cost Analysis	\$ 900.00
Meetings & Communications	\$ 405.00
FEMA Grant Application	\$ 1,080.00
	\$ 3,780.00
<b>EXPENSES</b>	
Copies, Postage	\$ 150.00
	\$ 150.00
	\$ 3,930.00

**CLIENT RESPONSIBILITIES**

The client will provide all information about the site available, including deeds, plans, and other pertinent documents. The signing of this agreement grants Right Angle Engineering, PLLC, and their professional associates permission to access the site property.

All information that is currently available and that may become available to the client pertaining to the property undergoing assessment needs to be provided throughout the duration of the project. Payment is due within 30 days of invoice date. Balances left outstanding beyond 30 days are subject to a 1½% monthly (18% annual) interest rate. Attachment A to this document contains the terms and conditions of this agreement.

**SIGNATURE**

Should the proposal be acceptable to you then this document can serve as an agreement once it has been signed and dated by all parties, and a retainer in the amount of \$500 has been paid to Right Angle Engineering, PLLC. This contract is valid for signing through August 3, 2015.

Work will begin immediately upon execution of the contract. Please feel free to contact me with any comments or question. I look forward to working with you.

Sincerely,



---

Erin Darrow, P.E., President  
for Right Angle Engineering, PLLC

7-15-2015

Date

---

Randy Stevens, Highway Supervisor  
for Town of Lee, New Hampshire

Date

# ATTACHMENT A

## TERMS & CONDITIONS OF THE PROPOSAL FOR PROFESSIONAL SERVICES

CLIENT: TOWN OF LEE, NH

### FEMA HAZARD MITIGATION GRANT PROGRAM TUTTLE ROAD BANK STABILIZATION & CULVERT REPLACEMENT

RIGHT ANGLE ENGINEERING, PLLC  
324 Prescott Hill Road  
Grafton, NH 03240  
(603) 523-8800 Office  
(603) 443-7815 Mobile  
(603) 523-8811 Fax  
Erin@RightAngle.Engineering

1. **Contract:** These Standard Provisions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing. It is contemplated that this Agreement may be superseded by an AIA Contract Document.

2. **Documents:** All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Engineer ("Documents") are instruments of Engineer's services and shall remain Engineer's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without Engineer's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to Engineer or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless Engineer from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

3. **Construction Phase Services:** When construction-phase services are included in the Agreement, Engineer will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Documents. Engineer is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautionary programs in connection with the Project.

In the event that Engineer's scope of services does not include design phase services, Engineer shall not be responsible for the accuracy, completeness or adequacy of the design. Under such circumstances, the Client agrees to defend, indemnify, and hold harmless Engineer from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from the design of the Project.

4. **Standard of Care:** Engineer and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated engineers and architects practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. Engineer shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

5. **Opinion of Probable Costs:** When required as part of our services, Engineer will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by Engineer hereunder will be made on the basis of Engineer's experience and qualification and will represent Engineer's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Engineer does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

6. **Suspension/Termination of Work:** The Client may, upon seven days written notice, suspend or terminate further work by Engineer. The Client shall remain liable for, and shall promptly pay Engineer for all services rendered to the date of suspension or termination.

Engineer may suspend or terminate this Agreement upon seven days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payment are not brought current within seven days of notice of suspension.

7. **Liability:** Engineer will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that Engineer's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, Engineer's and their subconsultants negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$50,000 or their fee, whichever is greater.

8. **Billing and Payment:** Client shall pay Engineer in accordance with the rates and charges set forth in the Proposal. Engineer will submit to Client, on a monthly basis, an invoice of services rendered and expenses incurred during the previous period. Payment will be due upon receipt of Engineer's invoice. In the event Client fails to pay Engineer within thirty days after invoices are rendered, Client agrees that Engineer shall have the right to consider that event a breach of this Agreement and upon seven days written notice, the duties, obligations and responsibilities of Engineer under this Agreement may be either suspended or terminated.

9. **Consequential Damages:** Engineer and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business of business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

#### 10. Miscellaneous:

**Governing Law** – The substantive laws of the State of New Hampshire shall govern any disputes between Engineer and the Client arising out of the interpretation and performance of this Agreement.

**Mediation** – The Engineering and the Client agree that any disputes arising under the Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

**Engineer Reliance** – Unless otherwise specifically indicated in writing, Engineer shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

**Certifications:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer's having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Client or Engineer. Engineer's services hereunder are being performed solely for the benefit of the Client, and not other entity shall have any claim against Engineer because of this Agreement or Engineer's performance of services hereunder.

July 15, 2015  
RAE Project #15118  
Page 1 of 1



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

Office Use Only
Meeting Date: <u>7/20/15</u>
Agenda Item No. <u>7</u>

**BOARD OF SELECTMEN**

July 20, 15 MEETING AGENDA REQUEST  
(Meeting/Date Requested)

Agenda Item Title: REQUEST TO SELL OLD ROLL-OFF OPEN  
TOP CONTAINER - #44 - 30 YD

Requested By: Roger Rice Date: 7-13-15

Contact Information: Roger Rice

Presented By: Roger Rice

Description: #44 30 YD OPEN-TOP CONTAINER  
OLDEST OF OUR 8 CONTAINERS.  
Scrap value \$250, est. sale value \$400

Financial Details: CONTACTED L.R.C. AND TWO LOCAL  
CONTAINER HANDERS, NRRA + APPROVED AT  
MONTHLY MEETING, IN WEEKLY NRRA PRESENTATION

Legal Authority \_\_\_\_\_  
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: \_\_\_\_\_  
\_\_\_\_\_

**REQUESTED ACTION OR RECOMMENDATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**IPS Model AT965HS100 Auto Tie Baler**

One (1) IPS Model AT965HS100 Auto Tie Baler, 100 HP power unit, built in January 2001. The baler will need to be removed from the facility. Asking Price is \$65,000.00. More Pictures are available upon request. Contact NRRA if interested or if you would like more information. ([info@nrra.net](mailto:info@nrra.net))

\*\*\*\*\*

**For Sale**



28.5 cu. yd. Roll-off container – 22'L x 7' W x 5' H  
Needs door chain welded on. Needs hinge wall stiffened.  
\$500 or best offer picked up in Lee, NH  
Needs work – Hinge wall needs welding, etc.  
For more information contact Roger Rice, Lee NH Transfer Station – cell: 603- 969-9626

\*\*\*\*\*

**FREE**



One Household Hazardous Waste Day sign.





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

Office Use Only

Meeting Date: 7/20/2015

Agenda Item No. 8

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**7/20/2015**

**Agenda Item Title: 250th License Plate Authorization Letter**

**Requested By: Chief Tom Dronsfield**

**Date: 7/8/2015**

**Contact Information: 603-659-5866**

**Presented By: Chief Tom Dronsfield**

**Description: Present a letter to the NH DMV as an application for approval of the graphics and license plate request for the 250<sup>th</sup> Anniversary Commemorative License Plate for the Town.**

**Financial Details: Each plate costs \$11.00 and the intent is to sell them for \$20.00. Funds to purchase will be provided by the Police & Fire Associations.**

**Legal Authority** NH RSA 261:91-a The director is authorized to adopt rules pursuant to RSA 541-A for the design, sale, and distribution by towns and cities celebrating the centennial, bicentennial, tricentennial, or sesquicentennial of the founding of the town or city or similar special occasion in the history of the town or city, and the display of said plates in place of the front license plate on vehicles for a period not to exceed one year, during which the celebration is taking place.

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Move to approve the application for approval of the graphics and license plate request to the NH Department of Motor Vehicles for the 250<sup>th</sup> Anniversary Commemorative License Plate for the Town.



**TOWN OF LEE**  
Office of the Select Board  
7 Mast Road  
Lee, New Hampshire 03861  
(603) 659-5414

July 13, 2015

State of New Hampshire  
Attention: Director Richard Bailey  
Fax: (603) 271-7800  
Division of Motor Vehicles  
23 Hazen Drive  
Concord, NH 03305

Re: 250<sup>th</sup> Anniversary Commemorative License Plate

Dear Director Bailey:

Please accept this letter as our application for approval of the graphics and license plate request for the 250<sup>th</sup> Anniversary Commemorative License Plate for the Town of Lee.

The graphic design for our submission has already been approved by Alan Burgess from Prison Industries at the Department of Corrections. Mr. Burgess has forwarded the design to your secretary, Maria Buckman.

The Town of Lee would like to start taking orders for these license plates at the Lee Fair on September 12<sup>th</sup>. The Town of Lee understands that the license plates can only be displayed on vehicles for the year of the anniversary, which is 2016.

Thank you for your assistance with this request.

Sincerely,

---

Carole Dennis  
Chairperson  
Lee Select Board

Scott Bugbee  
Selectman

John LaCourse  
Selectman

1766

LEE

2016

250<sup>th</sup>





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

Office Use Only

Meeting Date: July 20, 2015

Agenda Item No. 9a

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**7/20/2015**

**Agenda Item Title: Airborne Radon Mitigation RFP for Lee Library**

**Requested By: Lee Library**

**Date: 7/6/2015**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description:** At the request of the Library Trustees, the Library was tested for airborne radon. Results indicate a level on the first floor of 8 pCi/L – EPA recommends taking action if the level is above 4.

**Financial Details: estimated cost \$1,200 – 2,000**

**Legal Authority NH RSA 41:11-a, 35:1; 310-A:189-a**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to approve the RFP for Airborne Radon Mitigation for the Lee Library and costs to be paid from the Building Maintenance Capital Reserve Fund.

## CONTRACT AGREEMENT

### Lee Public Library Airborne Radon Mitigation System

THIS AGREEMENT made as of the \_\_\_th day of \_\_\_\_\_ in the year 2015, by and between the Town of Lee, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I- Work** - The Contractor shall perform all work as specified or indicated in the Request for Proposal for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

**ARTICLE II - ENGINEER** - The Engineer shall mean the Town Administrator, and/or authorized representative, who will oversee the completion of the Project in accordance with these Contract Documents.

**ARTICLE III - CONTRACT TIME** - The work will commence and finish in accordance with the schedule submitted with the Proposal and accepted by the Owner.

**ARTICLE IV - CONTRACT PRICE and PAYMENT**- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal (\$ \_\_\_\_\_,) subject to additions and deductions provided for in the Contract Documents.

**ARTICLE V – CONTRACT DOCUMENTS** – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

1. This Contract Agreement
2. Request for Proposals
3. Contractor's Bid Proposal
4. Insurance Requirements
5. Any modifications, including change orders, duly delivered after execution of this Agreement.

**ARTICLE VI – TERMINATION FOR DEFAULT** – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

**ARTICLE VII – INDEMNIFICATION OF OWNER** – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract.

## INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

### AMOUNT OF INSURANCE

A) Comprehensive General Liability:  
Bodily injury or Property Damage - \$1,000,000  
Per occurrence and general aggregate

B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$1,000,000  
Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

### ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an **Additional Insured by certificate and amendatory endorsement**. A policy endorsement (form CG2010B or equivalent) must be provided as evidence of additional insured coverage.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) Town of Lee shall also be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee  
Attn: Town Administrator  
7 Mast Rd  
Lee, NH 03861

**PROPOSAL FORM**  
**TOWN OF LEE, N.H.**  
**Airborne Mitigation System**

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity and no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal;
2. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the undersigned has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
3. The bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by this Request for Proposals in the manner and within the time therein set forth, and that the bidder will take in full payment, to wit:

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

Warranty/Guarantee

Exception: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Signature

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

The Bidder has received and acknowledged Addenda No. \_\_\_ through \_\_\_

life of the building. If there are to be any exceptions to this, bidders must clearly state this on the proposal form.

## 1.2 WORK RESTRICTIONS

1. In accordance with NH RSA 310-A:189-a, I. (a) Any person engaged in the design or installation of airborne radon mitigation devices in New Hampshire shall hold a current certification from either the National Radon Proficiency Program offered by the American Association of Radon Scientists and Technologists, Inc., or the National Radon Safety Board.
2. As it is preferred that disruption to the public be kept to a minimum, work should be scheduled between 7:00 a.m. and noon, Monday – Friday. The Library’s regular operating hours are: Mon – Wed. noon – 8 p.m., Thurs. & Fri. 10 a.m. – 5 p.m. Sat. 10 a.m. – 3 p.m. (Sept.-June) Saturday 9 a.m. – noon (July & Aug)
3. Work areas will be cleaned at the end of each workday.
4. Lead Safe Practices must be followed.

## 1.3 PROJECT MANAGEMENT AND COORDINATION

1. Conduct progress meetings with Owner at Project site as needed.

## IV. SUBMITTAL REQUIREMENTS (any missing items could result in rejection of the proposal)

1. Provide a complete description of the work to be performed
2. Provide a list of major materials to be used, including manufacturer/make/model.
3. Submit a cost proposal on the form included, to include all labor, materials and any other charges.
4. Submit an estimated time for completing the scope of work.
5. Provide contact information on any subcontractors that will be utilized and their intended scope of work.
6. Include the name of the supervisor who will be assigned to work on this project.
7. Include at least three references, including recent contact names and phone number information.
8. Please be sure to include an authorized signature. Said signature, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
9. Provide warranty information.

## V. SELECTION

1. Vendor selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance, as well as cost.



3. The intent of this Proposal is to provide for the complete installation in every detail of the work required. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.
4. Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.
5. Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.
6. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

### III. SCOPE OF WORK

- 1.1 DESCRIPTION - It is not the intent of the items listed below to provide all details, specifications, etc. or to specify exact methodology. It is required that all workmanship be the best available, conform to all relevant codes, and meet or exceed typical industry standards.
  1. Conduct diagnostic testing to determine the source and direction of air movement.
  2. Appropriately seal sump pits, major cracks, holes, etc. Install one suction point in basement floor. Remove dirt and gravel as required for proper air movement. Use hydraulic cement to seal around PVC pipe installed in basement. Pipes should be fastened to the structure of the building every 6' on horizontal runs and 8' on vertical runs. Pipe routes shall not be done in a manner that compromises the structural integrity of joists or wood members or fire rated assemblies. Piping must be installed to avoid vibration transfer to wood framing.
  3. Exhaust pipe must vent above the highest eave of the roof and at least ten feet away from windows, doors, and other openings. No rain caps.
  4. Locate the exhaust fan (60 cfm) in an unoccupied space, i.e. attic. Electrical connection to be performed by a licensed electrician. Locate disconnect within 4' of fan.
  5. Install visual vacuum monitor in an easily accessible location.
  6. Clearly label system. Provide complete owner's operations manual, which includes filter replacement schedule and at least one replacement filter
  7. Perform post-mitigation radon test after system has been in operation for at least 24 hours. System should achieve levels below 2 pCi/L.
  8. Proposals must include a cost for all labor, materials and other items (general conditions, contingency, etc.) Any possible exclusions or extra charge items must be specified within the proposal. All applicable building codes must be adhered to and while Town of Lee permits are required, there will be no charge for same.
  9. Provide minimum 5-yr warranty on all labor and parts. Bidder agrees to adjust or modify the system to maintain a radon level below the levels established by the EPA as acceptable for the

**Town of Lee**  
Lee Public Library  
Airborne Radon Mitigation  
Request for Proposals

You are cordially invited to submit a Proposal for Airborne Radon Mitigation in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Proposals must be submitted to the **Town Administrator, Town Hall, 7 Mast Road, Lee, NH 03861 no later than XX/XX, 2015 at 4:00 p.m. EST** in order to be considered. Any proposals received after specified date and time will not be considered.

**There will be a MANDATORY pre-bid on-site meeting at XX a.m., XX/XX, 2015. Please meet in the Public Library, 9 Mast Road Lee, NH.**

Questions should be directed to Julie Glover, Town Administrator – 603-659-5414 or [townadministrator@leenh.org](mailto:townadministrator@leenh.org).

The Town of Lee reserves the right to select or reject any proposal that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

## I. INTRODUCTION

The Town of Lee, New Hampshire is requesting proposals for the design and installation of an Airborne Radon Mitigation System for the Lee Public Library. A 48-hr. test was conducted recently and the results indicated a level of 8.1 pCi/L on the first floor and 24.6 pCi/L in the basement (Attachment A.) It is anticipated that a sub-slab depressurization system (SSD) will be installed. If any bidder feels that a different methodology is more appropriate and or cost-efficient, he must provide full justification and details on the system proposed.

The gross square footage of the Library (including the basement) is 4,892.

Work must be performed in accordance with the American Society for Testing and Materials, ASTM, Standard Practice for Installing Radon Mitigation Systems in Existing Low-Rise Residential Buildings, E2121.

## II. GENERAL REQUIREMENTS

1. Bidders must respond in writing to all requirements of this Request for Proposal. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Responses may be delivered or mailed to the address indicated.
2. The bidder is expected to examine carefully the site of the proposed work, this information and contract forms before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

**CONTRACT AGREEMENT (con't)**

**Lee Public Library  
Airborne Radon Mitigation System**

Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE VIII – PERMITS** – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations. **The fee for the Town of Lee Building permit shall be waived.**

**ARTICLE IX – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Request for Proposal.

**ARTICLE X – MISCELLANEOUS –**

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**Contractor:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TOWN OF LEE, N.H.**

BY: \_\_\_\_\_

Julie E. Glover, Town Administrator, formally authorized to enter into this agreement by vote of the Select Board on \_\_\_\_\_.

Town of Lee  
 Projected Health Insurance  
 Costs Options  
 FY2016

**MTB20-Rx10/20/45**

**Employee Contribution = 25% of the difference btw. Single plan cost and either 2-Person or Family plan cost**

**Buyout = 40% Single Plan Cost**

Monthly Premium		Current Contrib	Grandfathered		
			25%	50%	75%
S	713.18	\$0.00	\$0.00	\$0.00	\$0.00
2	1426.37	\$178.30	\$44.58	\$89.15	\$133.73
F	1925.59	\$303.10	\$75.78	\$151.55	\$227.33

Plan	Monthly Rate	Current Contribution w/Grandfather		25% of Contrib for grandfathered		50% of Contrib for grandfathered		75% of Contrib for grandfathered		No Grandfathered	
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
<b>F Buyout</b>	<b>285.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
2 Person	1426.37	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57
1 Single	713.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
2 Person	1426.37	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57
1 Single	713.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>2 Buyout</b>	<b>285.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
G <b>F Buyout</b>	<b>285.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
2 Person	1426.37	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57
G Family	1925.59	0.00	0.00	75.78	909.30	151.55	1,818.60	227.33	2,727.90	303.10	3,637.23
G Family	1925.59	0.00	0.00	75.78	909.30	151.55	1,818.60	227.33	2,727.90	303.10	3,637.23
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
2 Person	1426.37	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
1 Single	713.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Person	1426.37	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57	178.30	2,139.57
G 2 Person	1426.37	0.00	0.00	44.58	534.90	89.15	1,069.80	133.73	1,604.70	178.30	2,139.57
G 2 Person	1426.37	0.00	0.00	44.58	534.90	89.15	1,069.80	133.73	1,604.70	178.30	2,139.57
G 2 Person	1426.37	0.00	0.00	44.58	534.90	89.15	1,069.80	133.73	1,604.70	178.30	2,139.57
Family	1925.59	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23	303.10	3,637.23
	<b>31,737</b>	<b>3,013</b>	<b>36,158</b>	<b>3,298</b>	<b>39,582</b>	<b>3,584</b>	<b>43,005</b>	<b>3,869</b>	<b>46,428</b>	<b>4,154</b>	<b>49,852</b>

Town's Annual Cost **\$344,681**

**\$341,258**

**\$337,834**

**\$334,411**

**\$330,988**

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** July 2, 2015

**RE:** Dana Nunan  
4 Molly Road  
Georgetown, MA 01833

**Property Tax Map 26 Lot 2-C08**  
**Address:** C08 Wadleigh Campground

**Tax Year: 2015**  
**Assessment: \$6,100**

---

The subject is a camper on rented land. Abatement request is due to incorrect owner being listed for the first issue tax bill. As this is the case, it is recommended that an abatement in the amount of \$91 plus any applicable interest/fees be granted.

NOTE: Correct owner will be billed for the property for the 2015 tax year.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**NOTICE OF INTENT TO CUT WOOD OR TIMBER**

YR TOWN OP#  
15 - 255 - 04 - T (Assigned by Municipality)

For Tax Year April 1, 2015 to March 31, 2016

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- City/Town of Lee
- Tax Map No./Lot or USFS sale name & unit #: 21-05-010
- Intent Type: Original  Supplemental  (Use mouse to click on Check Boxes) Original Operation # \_\_\_\_\_
- Name of road from which accessible: 148 Tw Hle Rd.
- a. Acreage of Lot: 11.3 Acreage of cut: 10  
 b. Anticipated start date: 7/2015
- Type of ownership (check only one):  
 a. Owner of Land and Stumpage (Joint Tenants)   
 b. Owner of Land and Stumpage (Tenants in Common)   
 c. Previous owner retaining deeded timber rights   
 d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

**REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO:**

OWNER  OR BY MAIL  OR  
 LOGGER/FORESTER  E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)  
 Timber Tax Information is Available at [www.revenue.nh.gov](http://www.revenue.nh.gov)  
 Questions?? Call (603) 230-5950

[Signature] 7/12/15  
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

[Signature] \_\_\_\_\_  
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

PRINT CORPORATE OFFICER NAME AND TITLE DATE  
Leigh Jerry \_\_\_\_\_

PRINT OWNER(S) NAME  
Po Box 163  
 MAILING ADDRESS

Dover NH 03821  
 CITY/TOWN STATE ZIPCODE

PHONE 6036613146 E-MAIL Leigh.Estes@comcast.net

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	30	MBF
Hemlock	10	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak		MBF
Ash		MBF
Beech & Soft Maple		MBF
Pallet or Tie Logs	7	MBF
Other (Specify)		MBF
<b>Pulpwood</b>	<b>Tons</b>	<b>Cords</b>
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	500	
<b>Miscellaneous</b>		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	25	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species:	Amount:
----------	---------

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 281-J, the timber harvest laws.

AW Woodward 7/11/15  
 SIGNATURE OF PERSON RESPONSIBLE FOR CUTTING DATE

Woodward Timber Inc.  
 PRINT NAME

62 Stage Rd.  
 MAILING ADDRESS

Nottingham NH 03290  
 CITY/TOWN STATE ZIPCODE

PHONE 679-5029 E-MAIL \_\_\_\_\_

**FOR ASSESSING OFFICIALS ONLY**

The Selectmen/Assessing Officials hereby certify that:

- All owners of record have signed the Intent;
- The land is not under the Current Use Unproductive category;
- The form is complete and accurate; and
- Any timber tax bond required has been received:  
 \$ \_\_\_\_\_ Date \_\_\_\_\_
- The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
- This form to be forwarded to DRA within 30 days.

Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date
Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**NOTICE OF INTENT TO CUT WOOD OR TIMBER**

YR TOWN OP#  
15-255-05-T (Assigned by Municipality)

For Tax Year April 1, 2015 to March 31, 2016

PLEASE TYPE OR PRINT (If filling in form on-line, use TAB Key to move through fields)

- City/Town of Lee
- Tax Map No./Lot or USFS sale name & unit #: 21-1-00
- Intent Type: Original  Supplemental   
(Use mouse to click on Check Boxes) Original Operation # \_\_\_\_\_
- Name of road from which accessible: Rte 152
- a. Acreage of Lot: 26 Acreage of cut: 12  
 b. Anticipated start date: 6/2015
- Type of ownership (check only one):
  - Owner of Land and Stumpage (Joint Tenants)
  - Owner of Land and Stumpage (Tenants in Common)
  - Previous owner retaining deeded timber rights
  - Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

**REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO:**

OWNER  OR BY MAIL  OR  
 LOGGER/FORESTER  E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Timber Tax Information is Available at [www.revenue.nh.gov](http://www.revenue.nh.gov)  
 Questions?? Call (603) 230-5950

Robert Keniston Jr  
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

\_\_\_\_\_  
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

PRINT CORPORATE OFFICER NAME AND TITLE DATE

Robert Keniston Jr  
 PRINT OWNER(S) NAME

125 Wadleigh Falls Rd  
 MAILING ADDRESS

Lee NH 03824  
 CITY/TOWN STATE ZIPCODE

PHONE 659-8188 E-MAIL \_\_\_\_\_

**FOR ASSESSING OFFICIALS ONLY**

- The Selectmen/Assessing Officials hereby certify that:
- All owners of record have signed the Intent;
  - The land is not under the Current Use Unproductive category;
  - The form is complete and accurate; and
  - Any timber tax bond required has been received;
- § \_\_\_\_\_ Date \_\_\_\_\_
- The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
  - This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	40	MBF
Hemlock	4	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak	5	MBF
Ash		MBF
Beech & Soft Maple		MBF
Pallet or Tie Logs	10	MBF
Other (Specify)		MBF
	Pulpwood	Tons
		Cords
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	300	
<b>Miscellaneous</b>		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	4	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species:	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 227-J, the timber harvest laws.

HW Woodward  
 SIGNATURE OF PERSON RESPONSIBLE FOR CUTTING DATE

PRINT NAME Woodward Timber, Inc.  
62 Stage Road  
 MAILING ADDRESS Nottingham, NH 03290  
 CITY/TOWN STATE ZIPCODE  
 PHONE 679-5029 E-MAIL \_\_\_\_\_

Signature (in ink) of Assessing Official Date Signature (in ink) of Assessing Official Date Signature (in ink) of Assessing Official Date  
 Signature (in ink) of Assessing Official Date Signature (in ink) of Assessing Official Date



**TOWN OF LEE**

**DEPARTMENT HEAD LEAVE NOTICE**

This form is to be completed and submitted to the Town Secretary so that leave may be deducted from your leave accruals. In most cases, notice should be submitted prior to leave being taken and, in the case of sick leave taken because of unexpected illness, this form is to be submitted immediately upon your return to work.

DATE OF REQUEST: 6/30/15 DATE(S) OF LEAVE: August 18 - Sept 1, 2015

TOTAL HOURS REQUESTED: 80

TYPE OF LEAVE REQUESTED (check one):

Vacation

Sick

Personal Day

Bereavement

Other \_\_\_\_\_

Explanation (if necessary): 2 week paternity leave

Scott Nemet  
Print Name

[Signature]  
Signature

Vacation leave of more than five working days and other forms of leave under certain circumstances must be approved by the Board of Selectmen prior to leave being taken, and sick leave may require medical certification (please see Personnel Policy & Procedures Manual for details.)

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman, Board of Selectmen

Denied

Reason: \_\_\_\_\_





**TOWN OF LEE**

**DEPARTMENT HEAD LEAVE NOTICE**

This form is to be completed and submitted to the Town Secretary so that leave may be deducted from your leave accruals. In most cases, notice should be submitted prior to leave being taken and, in the case of sick leave taken because of unexpected illness, this form is to be submitted immediately upon your return to work.

DATE OF REQUEST: July 17, 2015 DATE(S) OF LEAVE: Aug. 3 - 7, 2015

TOTAL HOURS REQUESTED: 40

TYPE OF LEAVE REQUESTED (check one):

Vacation

Sick

Personal Day

Bereavement

Other \_\_\_\_\_

Explanation (if necessary): \_\_\_\_\_

Julie E. Glover \_\_\_\_\_

Print Name



Signature

Vacation leave of more than five working days and other forms of leave under certain circumstances must be approved by the Board of Selectmen prior to leave being taken, and sick leave may require medical certification (please see Personnel Policy & Procedures Manual for details.)

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman, Board of Selectmen

Denied

Reason: \_\_\_\_\_



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

RECEIVED  
JUN 26 2015



TOWN OF LEE, NH  
SELECTMAN'S OFFICE

June 24, 2015

April Talon  
Town of Durham Public Works Department  
100 Stone Quarry Drive  
Durham, NH 03824

transmitted via email to [atalon@ci.durham.nh.us](mailto:atalon@ci.durham.nh.us)

**RE: Waiver Approval  
Proposed Solar Array in the Sanitary Protective Area of Well DGD-PW2 (Source ID 005)  
UNH/Durham Water System, PWS ID 0691010**

Dear Ms. Talon:

The purpose of this letter is to respond to a request for a waiver to the requirements of Env-Dw 302.06, *Sanitary Protective Area*, prepared in accordance with Env-Dw 302.31, *Waivers* by ReVision Energy, LLC on behalf of the Town of Durham (Durham), dated June 4, 2015. Specifically, Durham is requesting a waiver to the requirements of Env-Dw 302.06(e) and (f) for the construction and operation of a proposed solar array in the 400-foot radius Sanitary Protective Area (SPA) of DGD-PW2 (Source ID 005). DES hereby approves the waiver request conditional upon the following requirements:

1. Durham shall notify DES of the start and completion of construction of the solar array. Notification shall be made in writing via email to Christine Bowman at [christine.bowman@des.nh.gov](mailto:christine.bowman@des.nh.gov).
2. All activities shall comply with DES Administrative Rule Env-Wq 401, *Required Best Management Practices for Groundwater Protection*, which is available on DES' website at <http://des.nh.gov/organization/commissioner/legal/rules/index.htm#waterq>. A copy of DES Fact Sheet WD-DWGB-22-6 "Best Management Practices for Fueling and Maintenance of Excavation and Earthmoving Equipment" is also enclosed for your reference.
3. An ample supply of absorbent spill clean-up materials and spill kits shall be available onsite, in the immediate area, during construction of the solar array.
4. Fueling and maintenance of all equipment (construction vehicles, hand tools, etc.) shall be performed offsite, or on an impervious surface outside of the SPA.
5. The following activities shall be restricted onsite: 1) storage of fuels, fertilizers, pesticides, herbicides, or other hazardous materials; 2) storage of fuel- or hazardous-material containing equipment; and 3) the use of fertilizers, pesticides, and herbicides.

DES Web Site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095  
Telephone: (603) 271-2513 Fax: (603) 271-5171 TDD Access: Relay NH 1-800-735-2964

April Talon, Durham  
Waiver Approval  
Proposed Solar Array in the Sanitary Protective Area of Well DGD-PW2 (Source ID 005)  
UNH/Durham Water System, PWS ID 0691010

June 24, 2015  
Page 2 of 2

If you have any questions about this letter or any other groundwater permitting issues, please contact me at (603) 271-8866 or [christine.bowman@des.nh.gov](mailto:christine.bowman@des.nh.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Christine Bowman', with a long horizontal flourish extending to the right.

Christine Bowman, P.G.  
Hydrogeologist  
Drinking Water and Groundwater Bureau

Enclosure

cc: Wesley East, UNH/Durham Water System (email)  
Town Council, Town of Durham  
Board of Selectmen, Town of Lee  
Mike Metcalf, Underwood Engineers, Inc. (email)  
John Brooks, Emery & Garrett Groundwater, Inc. (email)  
Stephen Roy, Richard Skarinka; DES (email)

S:\WD-DrinkingWaterGroundwater\Hydrology\Programs\LGP\System\0691010\_durham\_UNHdurham  
ws\correspondence\0691010\_ResponseTo060415WaiverRequestSolarArray\_Approval.doc



The State of New Hampshire  
**Department of Environmental Services**



**Thomas S. Burack, Commissioner**

July 13, 2015

Preston Samuel  
1 Toon Lane  
Lee, New Hampshire 03861

Re: Appointment to the Lamprey Rivers Local Advisory Committee

Dear Mr. Samuel,

I am pleased to inform you that you have been reappointed to the Lamprey Rivers Local Advisory Committee for an additional three-year term. Your term will begin on August 13, 2015 and end on August 13, 2018. We have been fortunate over the years to benefit from your willingness to serve and are grateful for the considerable investment of your time, energy, and ideas.

I think I can speak for both the Department and the local river advisory committee when I say that we look forward to your continued involvement with the committee and your enduring commitment to the river and its many resource values.

Please contact Jacquie Colburn, Lakes & Rivers Coordinator, at 271-2959 if we can provide any additional assistance to you or to the committee. The long-term success of the Rivers Program is dependent on the continued cooperative relationship of the local river advisory committee and the Department, and we stand ready to assist you in any way we can.

Sincerely,

Thomas S. Burack  
Commissioner

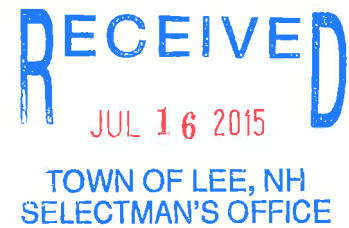


# PFM Asset Management LLC

One Keystone Plaza  
Suite 300  
North Front & Market Streets  
Harrisburg, PA 17101-2044

717-232-2723  
717-233-6073 fax  
www.pfm.com

July 13, 2015



Re: New Hampshire Public Deposit Investment Pool  
Preliminary Information Statement and Upcoming Webinar

Dear Pool Investor:

As you've heard, PFM Asset Management LLC ("PFM") has been selected as the new Investment Advisor and Program Administrator for the New Hampshire Public Deposit Investment Pool ("NH PDIP" or the "Pool"). We have been working closely with Cutwater Asset Management to ensure a smooth transition and everything is on track for us to begin effective August 3, 2015.

Earlier this month you should have received a copy of the revised Cooperation and Management Agreement (the "Agreement"), which describes the contractual arrangement between the Banking Commissioner and the Program Investors. A number of changes were made to the Agreement to reflect the hiring of PFM and to more fully document the ownership rights of Pool Investors. As you read through the Agreement, you'll notice that it references an Information Statement. A preliminary draft of the Information Statement is also provided with this letter.

Because of the volume of new material contained in both the Agreement and the Information Statement, the NH PDIP Advisory Board suggested that we hold a webinar to review the documents. As noted in Banking Commissioner Glenn Perlow's July 2, 2015 letter, PFM will be hosting webinars on Monday, July 27<sup>th</sup> to review both the revised Cooperation and Management Agreement and the Preliminary Information Statement. During the webinar, we will also tell you about some operational enhancements we are making to the NH PDIP and answer your questions.

To allow the greatest number of Pool Investors to attend, we've scheduled two sessions on July 27, 2015 – one at 10:00 a.m. and another at 1:30 p.m. Please use the links below to register for the session that is most convenient for you. So that we can accommodate everyone, we need you to register by the close of business on July 23, 2015.

For the 10:00 a.m. session, register here:

<https://pfmgroup.webex.com/pfmgroup/k2/j.php?MTID=t6c82633d57b4846ffc4ac679f11bca9a>

For the 1:30 p.m. session, register here:

<https://pfmgroup.webex.com/pfmgroup/k2/j.php?MTID=t1868a82d0fea6b32239756d981a243c8>

After submitting your registration request, you will receive an email confirming that your registration is pending approval. Prior to the 27<sup>th</sup> you will receive another email approving your registration and

providing the information you need to join the session for which you've registered. If you need assistance registering for the webinar, please contact Stacey Rautzhan at 717-232-6283.

We will be recording the webinar for those Investors that are unable to attend. The recording will be posted to the website ([www.nhpdip.com](http://www.nhpdip.com)) after the August 3<sup>rd</sup> transition date.

Thank you for your continued support of NH PDIP. My colleagues and I at PFM look forward to working with you.

Sincerely,  
**PFM Asset Management LLC**

A handwritten signature in black ink, appearing to read "Barbara L. Fava". The signature is written in a cursive, flowing style.

Barbara L. Fava  
Managing Director