

# SELECT BOARD MEETING AGENDA

**DATE:** Tuesday, February 16, 2016 at 6:00 pm  
**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. Public Comment
3. **Larry Kindberg, Rec Commission Chair – LRP Pavilion Use Policy**  
*Present the Select Board with a draft Little River Park Pavilion Use and Reservation Fee Policy.*
4. **Scott Nemet, Fire Chief – HeartSafe Community**  
*Provide the Select Board with a brief presentation on the HeartSafe Community Program. Request that the Board accept Lee's entry into the program.*
5. **Tom Dronsfield, Police Chief**
  - a. **Telephone Recording System** - *Present the Board with 3 quotes for a Telephone Recording System and request that the Board authorize the chief of police to accept the lowest quote and purchase said system, funds to be paid out of the contingency fund.*
  - b. **Highway Safety Grant** – *Request acceptance of a NH Highway Safety Traffic Enforcement Grant in the amount not to exceed \$3,383.28.*
6. **Select Board – Town Center Committee Charge**  
*Create a new charge for this committee.*
7. **Caren Rossi, Planning and Zoning Administrator – Board Applications**  
*Present the Board with Planning Board and Zoning Board applications for their review and approval.*
8. **Julie Glover, Town Administrator**
  - a. **2016 Voters Guide** – *review for approval*
  - b. **2015 Audit Report** – *review*
  - c. **Comcast Franchise Agreement Renewal** - *update*
  - d. **Miscellaneous**
9. **Motion to accept the Consent Agenda as presented:**

**SIGNATURES REQUIRED**

Intent to Cut (2)

**INFORMATION ONLY**

Individual items may be removed by any Select Board member for separate discussion and vote.

10. **Motion to accept the Select Board Public Meeting Minutes from February 1, 2016.**
11. **Motion to accept Manifest #16 and Weeks Payroll Ending February 14, 2016.**
12. **Motion to enter into Non-Public Session**
  - a. **NH RSA 91-A: 3 II (c) – property taxes**
13. **Miscellaneous/Unfinished Business**
14. **Adjournment**

**Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on February 12, 2016**

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



**TOWN of LEE**  
 7 MAST RD, LEE, NH 03861  
 (603) 659-5414  
 Email: dduval@leenh.org

Office Use Only
Meeting Date: <u>2/3/16</u>
Agenda Item No. _____

**BOARD OF SELECTMEN**

2/15/16 **MEETING AGENDA REQUEST**  
 (Meeting Date Requested)

Agenda Item Title: LRP PAVILION USE POLICY

Requested By: RECREATION COMMISSION Date: 2/3/16

Contact Information: LARRY KINDBERG 603-475-3207

Presented By: LARRY KINDBERG

Description: PRESENT AND REVIEW LRP PAVILION USE AND FEE  
POLICY DEVELOPED BY RECREATION COMMISSION.  
SEE ATTACHED.

Financial Details: \_\_\_\_\_  
 \_\_\_\_\_

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

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

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

**TOWN OF LEE**  
**PAVILION AT LITTLE RIVER PARK**  
**REGULATIONS FOR FACILITY RESERVATION FEE & USE**

1. Reservations of the Pavilion at Little River Park (hereinafter “the Pavilion”) in the Town of Lee (hereinafter “the Town”) will be taken by agents administratively designated by the Select Board on a “first come-first served” basis within the current calendar year. Reservations are necessary for organized groups of fifteen (15) or more people. Reservations may be made by residents of the Town, and other adjacent towns, though priority will be given to residents of the Town in the event of conflicting reservations.
2. All reservations are considered a permit to gather at Little River Park and are to be issued in writing by the Select Board or their designated agent. The Select Board reserves the right to hold a public hearing on any requested use and to attach any reasonable conditions upon the use requested based on the size, type and nature of the proposed use. The user requesting the reservation shall pay any and all expenses relating to the conditions placed by the Select Board on the use.
3. Only one reservation per day will be made. No rain dates will be permitted in order to allow the greatest number of people the opportunity to enjoy reserved use of the Pavilion. Attempts to circumvent this restriction by any group shall result in rescission of all permits granted with fees forfeited. Multiple groups and individuals may use the general areas of Little River Park at the same time of the reservation.
4. Any reserved use permitted cannot interfere with Town sponsored recreational programs, which have priority in using the fields and equipment at Little River Park.
5. Reservations are limited to between 8:00AM to 5:00PM each day unless extended by a vote of the Select Board.
6. All parking shall be restricted to designated areas.
7. Cooking is an allowed use by way of charcoal or gas grills. Open fires are not permitted except by prior special authorization from the Select Board and by obtaining a legal burn permit from the Lee Fire & Rescue Department prior to the day of the event. *This may require obtaining the services of the Lee Fire & Rescue Department to site all open fires.*
8. The administrative fee for reserving the Pavilion is \$xxx.xx \$ 150<sup>00</sup>
9. The person making the request to reserve the Pavilion will be the responsible party for the group. The person doing so is assuming responsibility for the actions of the group and is certifying themselves as duly authorized to assume this responsibility. The responsible party will insure that any and all conditions placed on the use are met and that the group will abide by the regulations contained herein.
10. Payment of any and all fees is to be made at the time of the registration/reservation. Donations over and above the fees will be gratefully accepted. All payments are to be

payable to the Town of Lee. All administrative fees for reserving the Pavilion will be deposited into the (name of the account, when it was created, purpose of the account).

11. Fees shall be refunded if the Town receives a request for cancellation thirty (30) days prior to the event. A service charge of \$20.00 to cover administrative time shall be retained or assessed. The Select Board may waive these requirements, when deemed appropriate, for good cause. Examples of good cause are unavoidable family emergencies or declared emergencies such as hurricanes, or snow emergencies. Inclement weather, non-emergency illness, change of plans, etc. are insufficient grounds for waiving the cancellation policy. In all instances, the Select Board shall be the sole arbitrator on what constitutes good cause.
12. The Select Board may, at their discretion, waive entirely the administrative fee for the following reasons:
  - a. The requesting group is a registered or readily identifiable not-for-profit or charitable entity based in or providing services to the Seacoast and Great Bay communities; or
  - b. The requesting group is a component of a federal, state, county or local governmental agency; or
  - c. The requesting group can demonstrate the financial inability to pay the fee or other good cause shown as justice may require.
13. Commercial for-profit use of Little River Park and/or the Pavilion is not permitted except as part of a Town sponsored event or by special permission of the Select Board.
14. Additional Regulations and/or Prohibitions:
  - a. Dogs are allowed provided provisions of the Town of Lee Ordinances (*cite to relevant ordinance regarding animal control*) are followed.
  - b. No creating unreasonable noise or activities that disturb others within Little River Park.
  - c. Little River Park is a “carry-in/carry-out” facility. All trash associated with the use of the facility shall be removed and the Pavilion must be left clean at the conclusion of the event.
  - d. Any use of roadside signs, including but not limited to banners, posters, balloons, etc. shall require prior authorization by the Select Board.
  - e. Parking is for park uses only.
15. All users of Little River Park and the Pavilion will conduct themselves in a manner appropriate for a public gathering. Actions of users will not be permitted to become a nuisance to other users of Little River Park or to abutting property owners. All legal requirements of personal conduct will be enforced to avoid the disturbance of the peace and enjoyment of these public facilities regardless of any permitted use.

16. Failure of any group to follow and abide by these regulations may result in their permit being revoked and being asked to leave the premises. Furthermore, violation of any portion of these regulations may be grounds for denial by the Select Board of any future request by the group to reserve the Pavilion.

**CHAPTER 4-02a--STRATHAM HILL PARK & ADJACENT TOWN OWNED  
PROPERTY FACILITY RESERVATION FEE AND USE ORDINANCE**

- 4-02-01** Whereas, the Town of Stratham owns, maintains, and operates Stratham Hill Park in a manner which allows for the free enjoyment of its natural beauty, and;
- 4-02-02** Whereas, the Town of Stratham has made significant improvements to the grounds and public areas of Stratham Hill Park to enhance the enjoyment of its natural features particularly by groups of significant size. These enhancements have been enjoyed by an ever expanding number of organized groups from a wider geographic area, and;
- 4-02-03** Whereas, the enhancements to Stratham Hill Park represent a significant investment of financial resources by the Town of Stratham which the Town wishes to continue to be able to maintain at the highest level of quality and safety, and;
- 4-02-04** Whereas, it is fair and equitable to have these financial burdens shared in part by the users of these enhancements in order to perpetuate their peaceful and orderly use and enjoyment of these improvements to Stratham Hill Park, and;
- 4-02-05** Whereas, Stratham Hill Park is depicted as Map 22 Lot 83 on the 2011 version of the Town's Tax Maps, and there are adjacent lands to the Park, which enhance and enlarge the recreational opportunities associated with the Park, as depicted as Map 22 Lot 85 on said maps, and which are in need of regulation to ensure the continued peaceful and orderly use and enjoyment of Stratham Hill Park and these adjacent Town owned lands. Nothing in this ordinance is intended to regulate the uses of the private residences on these properties;
- 4-02-06** **Be it resolved**, that the Town of Stratham adopts the following reservation fee and use ordinance for reserved use of certain facilities at Stratham Hill Park:
1. Reservations of certain facilities listed below will be taken by agents administratively designated by the Board of Selectmen on a "first come-first reserved" basis within the current calendar year. Reservations are necessary for organized groups of fifteen (15) or more people. Honoring the terms of the original bequest of the Park to the Town of Stratham, which states that the Park shall be open to "...the people of Stratham, Exeter, Portsmouth, and other adjacent towns", reservations pursuant to this ordinance may be made by residents of the following towns: Newfields, Greenland, Portsmouth, North Hampton, Exeter, Newmarket, Hampton, and Stratham. The Board of Selectmen may grant a waiver of these provisions to allow residents from other towns to reserve the space at the Park for good cause shown.
  2. All reservations are considered a permit to gather at Stratham Hill Park and are to be issued in writing by the Board of Selectmen or their designated agent. The Board of Selectmen reserves the right to hold a public hearing on any requested use and to attach any reasonable conditions upon the use requested based on the size, type, and nature of

the proposed use. The user requesting the reservation shall pay any and all expenses relating to the conditions placed by the Board of Selectmen on the use.

3. Only one reservation per facility listed below per day will be made. No rain dates will be permitted in order to allow the greatest number of people the opportunity to enjoy reserved use of these facilities. Attempts to circumvent this restriction by any group shall result in rescission of all permits granted with fees forfeited. Multiple groups and individuals may use the general areas of the Stratham Hill Park at the same time of the reservation.
4. Any reserved use permitted cannot interfere with Town of Stratham sponsored recreational programs, which have priority in using the athletic fields and equipment at Stratham Hill Park.
5. Reservations are limited to between 7:00 am to 9:00 pm each day unless extended by a vote of the Board of Selectmen.
6. All parking shall be restricted to designated areas.
7. All uses of the specified facilities will be coordinated on site by the Park Ranger or other designee of the Board of Selectmen. Presentation of the Reservation Permit to any official of the Town of Stratham is required to verify the reservation and payment of the applicable fee. Prior arrangements with the Park Ranger are necessary for reasonable requests of special support services such as, but not necessarily limited to, access to electrical outlets, lighting, picnic tables, or trash receptacles. The Park Ranger, the Director of Parks and Recreation, any Selectman, the Town Administrator, or any law enforcement officer has the authority to order any group to discontinue their reserved use of Stratham Hill Park and to have the group leave if (s)he deems the actual use to be beyond the scope and nature of the permitted reserved use or if the conditions placed upon the use have not been upheld by the reserving group.
8. Cooking is an allowed use by way of charcoal or gas grills. Open fires are not permitted except by prior special authorization from the Board of Selectmen and by obtaining a legal burn permit from a local Fire Warden on the day of the event. The Park Ranger will site all open fires.
9. The administrative fees for reserving the named facilities are as follows:
  - Front Main Pavilion           \$150.00
  - Scamman Pavilion           \$75.00
  - 4-H Pavilion                 \$75.00
  - David C. Noyes Stage       \$150.00

Should the Scamman or 4-H Pavilions not be available at the time of reservation, the Board of Selectmen may grant a waiver allowing the reservation of the Front Main Pavilion for a fee of \$75.00 for groups of 50 people or less.

10. The person making the request to reserve one of the above named facilities will be the responsible party for the group. The person doing so is assuming responsibility for the actions of the group and is certifying themselves as duly authorized to assume this responsibility. The responsible party will insure that any and all conditions placed on the use are met and that the group will abide by the regulations contained within this Ordinance.
11. Payment of any and all fees is to be made at the time of registration/reservation. Registered non-profits are eligible for a waiver of fees as provided under Section 13 below. Donations over and above the fees will be gratefully accepted. All payments are to be payable to the Town of Stratham. All administrative fees for reserving a named facility will be deposited into the Recreation Revolving Fund created at the March 2002 Stratham Town Meeting for the purpose of maintaining, improving, and/or operating Stratham Hill Park.
12. Fees shall be refunded if the Town receives a request for cancelation thirty (30) days prior to the event. A service charge of twenty dollars (\$20.00) to cover administrative time shall be retained or assessed. The Board of Selectmen may waive these requirements, when deemed appropriate, for good cause. Examples of good cause are unavoidable family emergencies, and declared emergencies such as hurricanes. Inclement weather, non-emergency illness, change of plans, etc. are not sufficient grounds for waiving the cancelation policy. In all instances, The Board of Selectmen shall be the sole arbitrator on what constitutes good cause.
13. The Board of Selectmen may, at their discretion, waive entirely the administrative fee for the following reasons:
  - a) The requesting group is a readily identifiable non-profit or charitable organization based in or providing services to the Seacoast community, or;
  - b) The requesting group is a component of a federal, state, county or local governmental agency, or;
  - c) The requesting group can demonstrate the financial inability to pay the fee or other good cause shown as justice may require.
14. Commercial for-profit use of Stratham Hill Park is not permitted except as part of a Town sponsored event or by special permission of the Board of Selectmen.
15. Additional Regulations and/or Prohibitions:
  - (a) Dogs are allowed in the Park and on adjacent Town owned property provided the provisions of the Town of Stratham Code of Ordinances Chapters 1-12—Animal Control at Stratham Hill Park and 5-01—Care, Protection, Preservation & Use of Public Institutions are followed. (attached for reference)



- (b) No chipping or driving of golf balls.
- (c) No climbing of ornamental trees, stripping of bark or breaking of plant branches or flower stems pursuant to the provisions of the Town of Stratham Code of Ordinances Chapter 5-01—Care, Protection, Preservation & Use of Public Institutions. (attached for reference)
- (d) The use of fireworks or firecrackers of any description must be in accordance with the provisions of the Town of Stratham Code of Ordinances Chapter 6-01—Sale and Use of Fireworks, and are otherwise prohibited. (attached for reference)
- (e) No devices such as, but not limited to, slingshots, air or gas driven pellet guns, paint ball guns, etc. shall be used in the Park or adjacent Town owned property. Nothing herein shall prohibit hunting in accordance with the laws of the State of New Hampshire.
- (f) No unauthorized motorized off-road vehicles such as ATV's, snowmobiles, etc. shall be operated within the Park or adjacent Town owned property pursuant to the provisions of the Town of Stratham Code of Ordinances Chapter 5-01—Care, Protection, Preservation & Use of Public Institutions are followed. (attached for reference)
- (g) No disturbing any bird or animal or their nests or dens.
- (h) No creating unreasonable noise or activities that disturb others within the Park or adjacent Town owned properties.
- (i) Incidental trash associated with the use of the facility are to be placed in containers provided in accordance with the Town of Stratham Code of Ordinances Chapter 5-01—Care, Protection, Preservation & Use of Public Institutions. (attached for reference).
- (j) All facilities must be left clean.
- (k) Rebound devices are NOT allowed (i.e. bounce houses, trampolines, etc.), or aviation activities (i.e. helicopters, hot air balloon rides, etc.).
- (l) Nothing shall be affixed to Town property that may in any way mar the facilities.
- (m) Any use of roadside signs, including but not limited to, banners, posters, balloons, etc. shall require prior authorization by the Board of Selectmen.
- (n) Parking is for Park uses only.

16. All users of Stratham Hill Park or adjacent Town owned properties will conduct themselves in a manner appropriate for a public gathering. Actions of users will not be permitted to become a nuisance to other users of the Park or adjacent Town owned property, or to abutting property owners. All legal requirements of personal conduct will be enforced to avoid the disturbance of the peace and enjoyment of these public facilities regardless of any permitted use.
17. Failure of any group to follow and abide by the foregoing regulations may result in their permit being revoked and being asked to leave the premises. Furthermore, violation of any portion of this ordinance may be grounds for denial by the Board of Selectmen of any future request by the group to reserve a named facility at Stratham Hill Park.
18. Any violation of the provisions herein shall be considered a violation of the Town of Stratham Code of Ordinances Chapters 1-12—Animal Control at Stratham Hill Park and 5-01—Care, Protection, Preservation & Use of Public Institutions and are subject to the penalties thereof as appropriate pertaining to the type of offense. (attached for reference)
19. If any part of this Ordinance is declared to be invalid or unconstitutional in whole or in part and is for any reason rendered null and void by a court of competent jurisdiction, the remaining portions shall continue in full force and effect.

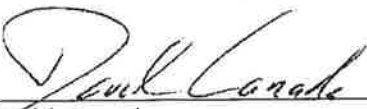
Adopted 2012


By: Selectmen David Canada, Timothy Copeland, & Bruno Federico

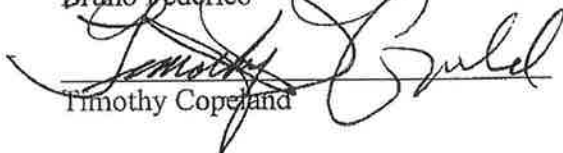
**Revised: September 16, 2013**

Witness, our hands and signed as effective this 16<sup>th</sup> day of September, 2013.

Town of Stratham, By its Board of Selectmen

  
 \_\_\_\_\_  
 David Canada

  
 \_\_\_\_\_  
 Bruno Federico

  
 \_\_\_\_\_  
 Timothy Copeland

Received by me, Joyce Charbonneau, Town Clerk of the Town of Stratham and filed with the records of the Town of Stratham on 10/11, 2013.

  
 \_\_\_\_\_

# Town of Stratham

10 Bunker Hill Avenue, Stratham, NH 03885  
ph: (603) 772-4741

## Room & Space Details

[Stratham Hill Park](#) | [Municipal Center](#) | [Wiggin Memorial Library](#) | [Firehouse](#) | [Return to General Rooms Page](#)

### Stratham Hill Park

#### Front Pavilion

The Front Pavilion holds 100 or more people.  
There are Picnic tables available and can seat over 100.  
There are private restrooms.

**The fee for this room is \$150 and is non-refundable.**

The Park opens at 7am and closes at 9pm.

**Setup Options:** There are no predefined setups for this room.

[go to request system](#)

#### Scamman Pavilion

The Scamman Pavilion holds up to 50 people.  
There are picnic tables to seat up to 50 people.  
There are shared restrooms and shared playground available.

**The fee for this pavilion is \$75 and is non-refundable.**

The park opens at 7am and closes at 9pm.

**Setup Options:** There are no predefined setups for this room.

[go to request system](#)

#### 4-H Pavilion

The 4-H Pavilion holds up to 50 people.  
There are picnic tables to seat up to 50 people.  
There are shared restrooms and shared playground available.

**The fee for this pavilion is \$75 and is non-refundable.**

The park opens at 7am and closes at 9pm.

**Setup Options:** There are no predefined setups for this room.

[go to request system](#)

[return to general rooms info page](#)

### Municipal Center

#### Community Room A

**Fee: \$50.00** Fee is non-refundable.

This center is closed to all parties by midnight.

Music and other noise are to be kept to a reasonable level.

#### **Equipment for this room:**

14 Tables

150 chairs

Kitchen is available.

This room may only be reserved by Stratham residents. Setup and cleanup are the user's responsibility.

A \$50 charge may be incurred if room is left in poor condition or damaged.

**Setup Options:** There are no predefined setups for this room.

[go to request system](#)

[return to general rooms info page](#)

### Wiggin Memorial Library [\(complete policy\)](#)

#### Library Community Meeting Room

The Community Meeting Room comfortably holds up to 50 people with chairs, fewer if including tables in set up. There is a small refrigerator and sink available for use.

There are 50 chairs and 4 tables available for use.

**User is responsible for set up, break down, and clean up.**

No fee for use of room; Donations gratefully accepted.

This room has Library, Town Office and Outside exits.

#### **Equipment:**

LCD Projector

Large Screen Television

Mobile Dry-Erase/Chalkboard



HEARTSafe Communities is a program designed to promote survival from sudden out-of-hospital cardiac arrest. It is a general concept focused upon strengthening the “chain of survival” as described by the American Heart Association; it recognizes and stimulates efforts by individual communities to improve their system for preventing sudden cardiac arrest (SCA) from becoming irreversible death.

In the basic HEARTSafe model, a region (generally a US state, but county-based and international programs also exist) establishes a set of minimum criteria its communities must meet in order to achieve HEARTSafe status. These should be goals that support the chain of survival, such as widespread CPR instruction, public access defibrillators, and aggressive resuscitation protocols for first responders and area hospitals. Individual communities in each region which meet the established criteria—such as cities, towns, counties, even neighborhoods or campuses—can apply to their home office and become designated as a HEARTSafe Community. Street signs proclaiming this status are usually posted at the edge of town. If a community does not meet minimum criteria, it can take steps to work toward compliance and eventually earn accreditation.

The first HEARTSafe program began in Massachusetts in 2002. Programs now exist in all or parts of Arizona, California, Colorado, Connecticut, Kansas, Kentucky, Maine, Michigan, Minnesota, Nevada, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont, and Virginia, as well as numerous US college campuses; they have also spread internationally to Ireland, New Zealand, and Taiwan, and are under development in Missouri and Tennessee. Typically, programs are managed at the state level through the Department of Public Health or a similar service, and individual communities in each state obtain designation through that central office. Under these various umbrellas, well over 600 local HEARTSafe communities now exist, providing a safety net for over 8,000,000 residents.

HEARTSafe is an open-source “collection of good ideas,” and is freely available for any regional agency interested in creating a program. There is no central authority that collects a fee or authorizes its use. It is a grass-roots concept that is spread by word-of-mouth, and support is primarily through peers.

**New Hampshire Department of Safety  
Division of Fire Standards and Training and Emergency Medical Services  
Bureau of Emergency Medical Services  
Heart Safe Communities**

In a cooperative effort, the NH Bureau of Emergency Medical Services, Division of Fire Standards and Training & Emergency Medical Services, Department of Safety, the NH Division of Public Health Services, Department of Health & Human Services and the American Heart Association are in the process of establishing the "New Hampshire HeartSafe Communities Program".

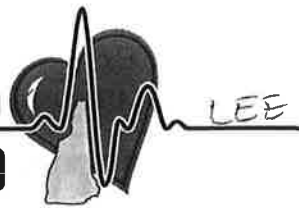
The primary goal of the program is to increase survival rates from out-of-hospital cardiac arrest. Individual communities can develop and implement lifesaving networks that focus on coordinating local resources to prevent sudden cardiac arrest from becoming sudden cardiac death. Group efforts involving individuals, businesses, public officials and emergency responder agencies can establish a cardiac arrest response system to make the difference between life and death.

New Hampshire HeartSafe Communities objectives include:

- Increase awareness of sudden cardiac arrest, its signs and symptoms
- Increase the availability of community CPR/AED programs
- Increase public safety agency AED availability
- Increase placement, registration and availability of AED's in public areas, businesses and schools
- Assist in emergency planning for AED-equipped facilities

New Hampshire HeartSafe Communities:

Chester  
Concord  
Goffstown  
Hampton  
Henniker  
Hudson  
Keene  
Lancaster  
Lincoln  
Peterborough  
Portsmouth  
Rochester  
Swanzy  
Walpole  
Woodstock



**STEP 4: HEARTBEATS Worksheet**

**Calculate Your Community's HEARTBEATS:**

Your Community Population 4330 (2010)

Community Population	Minimum Heartbeats Needed
Up to 2,500	140
2,501-5,000	180
5,001-10,000	260
10,001-20,000	280
20,001-50,000	330
50,001 or more	330

Community Population	Minimum CPR/AED Training Programs	Actual	x 10	= Total Heartbeats
Up to 2,500	5	.	x 10	
2,501-5,000	10	11	x 10	120
5,001-10,000	15		x 10	
10,001-20,000	15		x 10	
20,001-50,000	20		x 10	
50,001 or more	20		x 10	



Community Population	Minimum AED Placements	Actual	x 10	= Total Heartbeats
Up to 2,500	5		x 10	
2,501-5,000	5	9	x 10	90
5,001-10,000	8		x 10	
10,001-20,000	10		x 10	
20,001-50,000	10		x 10	
50,001 or more	10		x 10	

Please List Locations of AEDs SEE ATTACHED PAGE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of AEDs Placed in Schools	x 10	= Total Heartbeats
1	x 10	10

Please list schools and attach written CPR/AED emergency response plan

MAST WAY ELEMENTARY SCHOOL.

SEE ATTACHED MEDICAL EMERGENCY RESPONSE

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Community Population	Minimum AED Placements	Actual	x 10	= Total Heartbeats
Up to 2,500	5		x 10	
2,501-5,000	5	9	x 10	90
5,001-10,000	8		x 10	
10,001-20,000	10		x 10	
20,001-50,000	10		x 10	
50,001 or more	10		x 10	

Please List Locations of AEDs SEE ATTACHED PAGE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of AEDs Placed in Schools	x 10	= Total Heartbeats
1	x 10	10

Please list schools and attach written CPR/AED emergency response plan

MAST WAY ELEMENTARY SCHOOL.

SEE ATTACHED MEDICAL EMERGENCY RESPONSE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## All Applicants Must Meet the Following Criteria Regardless of Population

- All designated EMS First-Response vehicles are equipped with AEDs and currently certified CPR/AED personnel.  
x 10
- Advanced Life Support personnel (EMT-Intermediates or paramedics) will be dispatched to suspected cardiac emergencies.  
x 10
- Community has an ongoing process to evaluate and improve the “Chain of Survival” in our community.  
x 10

Total HEARTBEATS Earned 30

Please use this space to describe your community’s plan for evaluating and improving your “Chain of Survival”. Refer to Step 2 under evaluation process.

SEE ATTACHED CHAIN OF SURVIVAL

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## **STEP 5: Application**

1. Review Criteria and add up your Heartbeats.
2. Complete enclosed application form.
3. Include Heartbeats worksheet showing your total Heartbeats earned.
4. Mail or fax application to address listed at the bottom of application form.



## **STEP 5: Application**

1. Review Criteria and add up your Heartbeats.
2. Complete enclosed application form.
3. Include Heartbeats worksheet showing your total Heartbeats earned.
4. Mail or fax application to address listed at the bottom of application form.



## APPLICATION FORM

**Name/Address of municipality seeking designation:**

Community

Lee, NH

Address, Zip

20 George Bennett Rd, Lee, NH 03861

**Municipal Chief Elected Officer (or designee):**

Name

Job Title

Business Address

Business Phone

**Contact Person:**

Name/Title

Sean Madden

Phone Number

603.862-3674

E-mail Address

smadden@mcgregorems.org

**Who provides your Emergency Medical Services?**

Organization/Agency McGregor EMS Contact person(s) William Cote

Address 47 College Rd Durham, NH 03824

Phone 603.862.3674 Email bcote@mcgregorems.org

Organization/Agency Lee Fire Contact person(s) Scott Nemet

Address 20 George Bennett Rd, Lee, NH 03861

Phone (603) 659-5411 Email snemet@lee-fire.org



**Who provides your Advanced Life Support (ALS)?**

Organization/Agency McGregor EMS Contact person(s) Bill Cote

Address 47 College Road Durham, NH 03824

Phone 603.862.3674 Email bcote@mcgregorems.org

Organization/Agency \_\_\_\_\_ Contact person(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

- Your community has a system to dispatch ALS Providers (EMT-I or EMT-P) to suspected cardiac emergencies:  YES  NO
- Indicate your community's population and the total number of HEARTBEATS earned for certification. (Attach worksheet.)

Community Population: 4330 (2010)

Total Heartbeats Earned: 250

I attest that all information contained in this application is correct. Supporting documentation on AED placement and training is on file for Bureau of EMS review.

**Municipal Chief Elected Officer or Designee:**

Signature

Name (Print)

Title



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Address 47 College Road Durham, NH 03824  
Phone 603.862.3674 Email bcote@mcgregorems.org

Organization/Agency \_\_\_\_\_ Contact person(s) \_\_\_\_\_  
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Name (Print)

Title

# Chain of Survival Evaluation Plan-Lee, NH

## Current Chain of Survival in Lee

**Immediate Recognition and Activation of 911 Response:** Lee residents who enroll in American Heart Association CPR classes are taught how to quickly recognize a patient in cardiac arrest and how to access the 911 system. In Lee, the Lee Police Department, Lee Fire Department and McGregor EMS are dispatched for all 911 medical aid calls. All Lee Police cruisers are equipped with AEDs and all of Lee police officers are CPR certified through the AHA at the BLS Healthcare Provider level. Most Lee Firefighters are EMTs as well and all Lee Firefighters are CPR certified at the BLS Healthcare Provider Level. Lee Fire has full time staff in the station weekdays from 6a-6p and volunteer coverage from 6p-6a to ensure medical care is rendered to patients as quickly as possible.

In addition, the local ambulance organization, McGregor Memorial EMS, conducts an annual event called "CPR on the Street" to teach community members Hands Only CPR to anyone with interest. CPR on the Street is an event where McGregor EMTs and CPR Instructors set up a station in a location with a large amount of walking traffic to provide information on cardiac arrest and to demonstrate Hands Only CPR to community members. In Lee, CPR on the Street is set up in the Lee Market Basket Plaza. Individuals shopping at the plaza were encouraged to practice Hands Only CPR using the manikins, check out the AED and consider taking a formal CPR Class.

All McGregor Memorial EMS crews operate at the EMT level or above. Of emergency calls in 2014 that required advanced level support, McGregor provided an Advanced EMT/Paramedic for 99.9% of calls. A mutual aid paramedic was required and used for 0.1% of calls which equates to one request for paramedic level mutual aid. A McGregor paramedic is available 24/7 for calls requiring paramedic level care.

**Early CPR Intervention:** While there is limited data because there are so few cardiac arrests that occur in Lee, the majority of patients receive bystander CPR prior to EMS arrival. From 2010 – 2014, McGregor EMS responded to 10 calls in Lee where the primary provider impression was documented as cardiac arrest. Of those 10, eight were "working codes" where EMS provided CPR, AED and ALS interventions. On 75% of those calls (6 out of 8), bystander CPR was in progress by the time EMS arrived on scene. Lee Police used delivered an AED shock to one of those patients.

McGregor Institute of EMS (a division of McGregor EMS) also runs a CPR Safe Program that provides high quality CPR education to community members. The Institute is a training center for the American Heart Association and offers monthly CPR and first aid class at low costs for community members. The CPR Safe program also trains all teachers and staff at the local

school, Mast Way Elementary, on a biannual basis. CPR Safe also works with community organizations, like a local daycare centers, to increase the number of community members who are CPR certified.

**Early Defibrillation with AED:** While only one of the patients in cardiac arrest received defibrillation prior to EMS arrival, the town of Lee has taken significant steps to increase the number of publicly accessible AEDs within the community. All police cruisers are equipped with AEDs and police officers respond to all 911 medical aids within the town. Police officers have started or continued CPR by family members and used their AEDs prior to EMS arrival. All of Lee Fire apparatus are equipped AEDs.

Lee Fire has also made a significant effort to place AEDs in publicly accessible buildings throughout the town. AED locations include the Town Hall, the Transfer Station, the Planning & Zoning Building, the Public Library, Mast Way Elementary School, the Community Church, the Public Safety Complex (2). All of those facilities have staff trained to use the AEDs in cases of emergencies.

**Early Advanced Life Support:** Within the town of Lee, the Lee Fire Department provides first response to all medical aids. As the transporting ambulance service, McGregor EMS also responds to all calls. A McGregor paramedic responds to 100% of calls that are dispatched for cardiac arrest or chest pain. All McGregor EMS cardiac monitors have capabilities that allow responders to send 12-lead EKGs to the receiving hospitals. In addition, McGregor EMS maintains guidelines and policies that call for early notification with the hospitals to ensure adequate resources are available upon ambulance arrival.

**Evaluation Process:** Each year McGregor EMS completes yearly statistics reports that are shared with the towns. In 2014, data showed that all first and second due calls were answered within 1.12 minutes (standard deviation of 1.5 minutes) of being dispatched. In Lee the average response time from answering a call to arriving on scene is 9.55 minutes (standard deviation of 3.41 minutes).

- After 911 calls that involve cardiac arrest, McGregor EMS providers debrief as a crew. One crewmember then follows up with the hospital to receive feedback on the patient outcome and disseminates that to the rest of the crew.

**Goals & Future Improvements:** Looking forward, McGregor EMS is looking to expand the number of CPR classes offered to the local community. Currently, CPR courses are offered monthly at local libraries during the evening. The CPR program is investigating offering classes in alternate locations at alternate times to meet the needs of all community members.

- McGregor EMS will increase the number of CPR on the Street events that are held each year. By teaching Hands Only CPR, McGregor EMS is encouraging more individuals to learn how to respond in case of a cardiac arrest. The current goal is to hold two CPR on the Street events each year in Lee.



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- Lee Fire is looking into working with communities partners to purchase and place additional AEDs around the community to minimize the time between cardiac arrest and AED application.
- McGregor is also evaluating the process and cost of implementing a software-as-a-service, pre-arrival solution to improve cardiac arrest survival rates by alerting the bystanders that there is a need for CPR and AED. The software would allow McGregor's dispatch center to alert trained citizens through an app when a person nearby needs CPR and an AED.

## Medical Emergency Response Plan for Schools

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### First Aid, Emergency Treatment, and Administration of Medication for Students

#### PURPOSE

To establish procedures for the administration of emergency first aid services in the schools, including first aid, emergency treatment, and administration of emergency medication for students.

Procedures established in this policy shall be followed during the school day, at school-sponsored activities, and while on a school bus or other school property.

#### GENERAL PROVISIONS

- 1) The provisions of this policy are intended to meet student health needs during minor and major injuries or medical emergencies.
- 2) To ensure student safety, SCHOOL has adopted the position that parents and guardians shall administer medications at home whenever possible.
- 3) The SCHOOL recognizes that accidents and medical emergencies can and do happen during school campus hours and during school-sponsored events; therefore, SCHOOL has adopted guidelines to prepare staff members to provide first aid and emergency care during these unexpected events.

#### FIRST AID AND EMERGENCY TREATMENT

- 1) ***First aid shall be provided to students, school staff, and campus visitors.***
  - a) Any school staff member designated by the principal to render care shall complete training in CPR and First Aid provided by the American Heart Association or another nationally recognized training organization.
  - b) Volunteers who may render care to sick or injured students must receive equivalent training by the public health nurse.
  - c) First aid supplies shall be kept in central locations in the schools, where they will remain clean, dry, and available to all personnel.
- 2) ***Since students may have epileptic seizures and/or asthma attacks or other health conditions at school, teachers shall be made aware of appropriate procedures for handling these conditions and for calling 911, Emergency***

# McGregor Memorial EMS

**Medical Services (EMS).** Each year, student's parents or guardians will be requested to update the Student Health Information Form (or other school form name) with the student's current health condition and any known major health conditions or allergies that may require school personnel to provide emergency care.

- 3) **When an emergency exists, school staff members will implement appropriate emergency procedures, "activating the school's Emergency Response Plan (ERP)."**
  - a) Any staff member can contact 911, EMS.
  - b) Staff members at every school shall be trained to administer emergency procedures needed in life-threatening situations. In general, those trained shall be staff members most likely to be in immediate proximity to the student, staff person, or visitor in the event of an emergency.
  - c) A school "employee" includes any person employed by the SCHOOL who is assigned to the public school as a result of an agreement between the SCHOOL and the School Board.
- 4) **At least two employees per building, and in the case of multi-floored buildings, two employees per floor, shall have current certification in cardiopulmonary resuscitation (CPR) and first aid or shall have received training, within the last two years, in emergency first aid and CPR through the American Heart Association or another nationally recognized training organization.**
  - a) Additional staff shall be trained in first aid and CPR so that all persons needing either CPR, rescue breathing, or other life-supporting first aid can be reached within three (3) minutes of the school's ERP being activated.
  - b) At least one employee per building shall be trained on CPR and AED use provided that an Automated External Defibrillator (AED) is maintained in that building.
- 5) **Emergency Injections: epinephrine auto-injectors prescribed for students with identified allergies:**
  - a) When a licensed medical professional believes that epinephrine to treat an allergic reaction is necessary during school hours, it will be administered in SCHOOL by (staff person or persons according to SCHOOL POLICY). These persons are taught by the school public health nurse to administer the injection, following established training guidelines
  - b) Only premeasured doses of epinephrine (Epi-Pen or Epi-Pen Jr.) may be given. The injection will be given immediately after report of exposure to the allergen or at the prescribed student's request due to onset of allergic reaction. Type of exposure (e.g., ingestion, skin contact, inhaled) as well as specific allergen must be indicated on the licensed medical professional's order. Three persons in the school shall be trained in the procedure. These trained persons shall be regular members of the school staff, to ensure the presence of at least one of the three during school hours. The persons trained in this procedure must be able to access the student within TWO (2) MINUTES OF ONSET OF SYMPTOMS or notification.
  - c) In situations when students are approved by the principal to carry their own epinephrine, the three trained persons in addition to the school nurse must be instructed in the administration procedure in the event that the student is unable to self-administer. A second dose, to be used for back up, should be kept in the



*Recognizing a school's commitment to children's health and safety.*

# McGregor Memorial EMS

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*Recognizing a school's commitment to children's health and safety.*

# McGregor Memorial EMS

clinic and/or other approved locations in case the student's medication is not available.

- d) The parent or guardian and licensed medical professional, as indicated, must complete the appropriate authorization form.
- e) The school shall contact EMS IMMEDIATELY (if available, send another staff person to dial 911) and the parent or guardian when a student has been given epinephrine.
- f) Inhalers:
  - 1) With a diagnosis of asthma, and orders from a licensed medical professional, a student may be permitted by the principal to carry and use an inhaler for asthmatic conditions.
  - 2) At least three school employees shall be taught to assist in the administration of the inhaler.
  - 3) A second inhaler, to be used as a back-up, may be kept in the clinic or other school-approved location accessible by the student with appropriate staff supervision as required.

## FIELD TRIPS

- 1) *For field trips that are considered an extension of the school's program, arrangements for management of injury and medical emergencies shall be provided in accordance with the procedures described in this policy.*
- 2) *First aid supplies shall be available on all school buses and vans during field trips.*
- 3) *At least one school staff person shall be trained in first aid and age-appropriate CPR, including adult CPR.*
  - a) *At least one staff person trained in CPR shall be trained to use an AED, provided that an AED accompanies the students and staff on the field trip.*

**For more information or help in developing your own Emergency Response Plan for your school please contact Nathan Duclos, CPR Safe Manager at: [nduclos@mcgregorems.org](mailto:nduclos@mcgregorems.org) or 603-862-3674**



*Recognizing a school's commitment to children's health and safety.*

### AED LOCATIONS IN LEE, NH

AED City	Entity Name	Entity Contact	Phone	AED Street Address	State	Zip
Lee	Mast Way Elementary School	James Lapolla	603.868.5531	23 Mast Road	NH	03861
Lee	Planet Fitness	Elizabeth Cunni	603.750.0001	54 Calef Highway	NH	03861
Lee	Town Hall	Scott Nemet	603.659.5411	7 Mast Road	NH	03861
Lee	Public Safety Complex (1)	Scott Nemet	603.659.5411	20 George Bennett Road	NH	03861
Lee	Public Safety Complex (2)	Scott Nemet	603.659.5411	20 George Bennett Road	NH	03861
Lee	Transfer Station	Scott Nemet	603.659.5411	11 Recycling Center Road	NH	03861
Lee	Planning & Zoning Office	Scott Nemet	603.659.5411	7 Mast Road	NH	03861
Lee	Lee Church Congregational	Scott Nemet	603.659.5411	17 Mast Road	NH	03861
Lee	Lee Public Library	Scott Nemet	603.659.5411	9 Mast Road	NH	03861



832015  
**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: Feb. 16, 2016

Agenda Item No.

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**2/16/2016**

**Agenda Item Title: Telephone Recording System**

**Requested By: Chief Tom Dronsfield**

**Date: 2/11/2016**

**Contact Information: Chief Tom Dronsfield, 659-5866, [tdronsfield@leenhpolice.org](mailto:tdronsfield@leenhpolice.org)**

**Presented By: Chief Tom Dronsfield**

**Description: Request authority to purchase a system to record police department telephones (dispatch)**

**Financial Details: \$5,359.75 (Lowest Bid)**

**Legal Authority** NH RSA 41:8; 31:98-a

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

MOTION: Move to authorize the Police Chief to purchase the telephone recording system as proposed by Acorn Recording Solutions and to appropriate the sum of \$5,359.75 from the contingency fund to fund this purchase.

Or Move to table for further information.



# Memo

**To:** Members of the Board of Selectmen  
**From:** Thomas C. Dronsfield, Jr., Chief of Police  
**Date:** February 9, 2016  
**Re:** Quotes for Recorded Telephone Lines

---

As you may remember, on November 19<sup>th</sup>, 2015 the Lee Police Department received a bomb threat. When this happened, it brought to the forefront that our telephone lines have never been, and currently are not, recorded. Most police departments and all of the dispatch centers have recorded telephone lines for evidentiary purposes and for immediate recall of the conversation.

We have obtained quotes for a telephone recording system. The results are listed below:

Acorn Recording Solutions, Plaistow, NH (This is the company used by, and highly recommended by, the Strafford County Dispatch Center) This system includes a 1 year warranty.	\$5,359.75
Dictronics, Needham, MA This price includes a software support with upgrades.	\$7,157.11
PHD Communications, Inc, Manchester, NH This price includes an annual support package.	\$7,694.00

Due to the public safety nature of this request, I am asking that the Board consider taking the amount of \$5,359.75 out of the contingency fund so that the Lee Police Department will have recorded telephone lines.

Thank you,

Thomas C. Dronsfield, Jr.  
Chief of Police



Acorn Recording Solutions P.O. Box 987 Plaistow, NH 03865

LEE POLICE DEPARTMENT

DECEMBER 10, 2015

**EQUATURE 9-1-1 NEXT GENERATION RECORDING PLATFORM**

QTY	MODEL	DESCRIPTION	PRICE
1	DSS EQ	DSS Equature 2 Ch licenses Win7 Professional Dual 1 T G Hard drives RAID 1 USB External Hard Drive for archive Dual power supplies 360 degree view of all communications Voice included - site license unlimited users Email, Dispatch Assessment, Speech, Video, Web & Screen Capture -additional license fees Instant Recall with auto-refresh Scenario Reconstruction Service Watcher program Monitor, keyboard, mouse and speakers	
		Subtotal	\$ 4,559.54*
		Installation training & 1 yr warranty	800.00
		<b>TOTAL</b>	<b>\$ 5,359.75</b>

**Conditions of Sale:**

- Customer is responsible for installation of RJ21X (single female amphenol) block within 6 feet of the recorder with telephone and radio connections prior to installation by Acorn.
- Recorder will require a static IP address to be on department network.
- Setup and customize the settings in the recorder to customer specifications.
- Additional wiring requested by customer is billable at \$ 200 hr with 2 hr min.
- Delivery is thirty (30) days or as requested.
- Payment terms: Net 10 days from installation.
- Annual maintenance is \$ 1,000 24 x 7 all parts and labor.
- \*GSA Contract # GS35F0469V-System must be plugged in UPS power.
- Lease to own three years: Three annual payments of \$ 2,490.18 plus first year the \$ 800 install would be due. This includes all service for three years.

*Kredlund@acornrecording.com*



# Quotation

Date	Quote #
01/07/16	AAAQ25039

**Quote To:** Lee Police Department  
 20 George Bennett Road  
 Lee, NH 03861  
**Contact:** Chief Thomas C. Dronsfield, Jr.  
**Phone:** (603)659-5866  
**Email:** tdronsfield@leenhpolice.org

Qty	Description	Unit Price	Ext. Price
1	Tower Server	\$2,406.64	\$2,406.64
1	Inform Essential Software Package inc. 1 NICE Recording Core Server, MySQL lic and NICE Inform Lite Server lic	\$500.00	\$500.00
2	1 Channel Audio Recording license, inc Inform Essential application support (excludes CTD, telephony CDR, CTI and ANI/ALI support).	\$425.00	\$850.00
2	Configuration of 1 NICE Recording audio channel to Analog + Beep Tone	\$0.00	\$0.00
1	Configuration - MySQL license delivery	\$0.00	\$0.00
1	Analogue board with Beep Tone for up to 8 channels, 10m cable (short length PCI-E slot required)	\$1,250.00	\$1,250.00
1	NICE Inform Essential Reconstruction concurrent user license	\$1,000.00	\$1,000.00
1	NICE Inform Essential Verify concurrent user license	\$300.00	\$300.00
	Running SubTotal		\$6,306.64
1	Dictronic Public Safety Discount	-\$1,450.53	-\$1,450.53
	Running SubTotal		\$4,856.11
1	Installation, Programming and Training	\$1,950.00	\$1,950.00
1	Mandatory Software Support with Upgrades	\$351.00	\$351.00
	<b>SubTotal:</b>		<b>\$7,157.11</b>
	Sales & Use Tax:		\$0.00
	Estimated Shipping:		\$0.00
	<b>Total:</b>		<b>\$7,157.11</b>

This quote is valid for 30 days.



COMMUNICATIONS, INC.

# INVOICE

## PHD Communications, Inc.

INVOICE #3303TA  
DATE 1/6/16

570 Willow Street, Manchestegs110TPr, NH 03103  
Phone 603-666-5533 Fax 603-666-0115  
[Tech@phdcom.com](mailto:Tech@phdcom.com) (Tech Support/Customer Service)

NOTE: THIS IS YOUR INVOICE. NO OTHER WILL  
BE SENT. PLEASE INDICATE ON YOUR CHECKS  
WHICH INVOICE NUMBER YOU ARE PAYING.  
Thank you!

TO Lee Police Department  
20 George Bennett Road  
Lee, N.H. 03861

**Terms: 50% w/Agreement 50% Upon Completion  
on Contracts. 1.5% MONTHLY FINANCE CHARGE  
ON OPEN BALANCES OVER 30 DAYS.  
Sales Agreement Subject to NH Laws**

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
P. Dunn	Call Recording	See above	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Numonix Recite software package w/remote installation including 5 concurrent call recordings		\$3750.00
1	Numonix real time monitoring (included with annual support pkg.)		0.00
1	Numonix annual support package		900.00
1	Pre-configured Rack mount Lenovo Server		3899.00
			125.00

Sales Agreement subject to N.H. Laws. All parts and labor warranted for one year. This warranty does not cover misuse or "Acts of God" i.e. fire, flood, lightning, power fluctuations, or carrier problems (Verizon, AT&T, MCI etc.).

SUBTOTAL \$8549.00

NON PROFIT DISCOUNT - 10 %

TOTAL \$7694.00

**THANK YOU FOR YOUR BUSINESS!**

PHD COMMUNICATIONS, INC. ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_



832015  
TOWN of LEE  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: Feb. 16, 2016

Agenda Item No.

**BOARD OF SELECTMEN  
MEETING AGENDA REQUEST  
2/15/2016**

**Agenda Item Title: Radar Patrol Grant**

**Requested By: Chief Tom Dronsfield**

**Date: 2/11/2016**

**Contact Information: Chief Tom Dronsfield, 659-5866, [tdronsfield@leenhpolice.org](mailto:tdronsfield@leenhpolice.org)**

**Presented By: Chief Tom Dronsfield**

**Description: Approval and signatures needed for a NHHS grant the PD applied for and received for extra radar patrol shifts.**

**Financial Details: Grant amount is \$3,383.28, with a Town match not to exceed \$1,236.72 (admin, fuel costs, and prosecution time)**

**Legal Authority NH RSA 41:8; 31:95-b**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

MOTION: Move to accept the Highway Safety Grant in the amount of \$3,383.28 as presented.

# New Hampshire Highway Safety Agency

78 Regional Drive, Building 2  
 Concord, NH 03301  
 Telephone: 603-271-2131  
[hwysafety@nhhsa.state.nh.us](mailto:hwysafety@nhhsa.state.nh.us)



## Application Form FFY 2016 Sustained Traffic Enforcement Patrol (STEP) Grant Program Application Due: August 7, 2015

The following Enforcement Patrols are included as part of the overall traffic enforcement grant program: Speed Enforcement, Red Light Running, Operation Safe Commute, CPS Enforcement/Join the NH Clique, OHRV Patrols, School Bus Patrols, Distracted Driving

### Part I Contact Information

Applicant Agency and Street Address Lee Police Department 20 George Bennett Road Lee, NH 03861	
Chief's First Name Thomas	Chief's Last Name Dronsfield
Chief's Telephone (603) 659-5866	Chief's Email Address tdronsfield@leenhpolice.org
Grant Contact's First Name Robin	Grant Contact's Last Name Estee
Grant Contact's Telephone (603) 659-5866	Grant Contacts Email Address restee@leenhpolice.org

### Part II Department and Community Profile

Population of your city or town	4341
Number of full-time officers in your city or town	8
Number of part-time officers in your city or town	0
Number of officers trained in the use of speed enforcement equipment	8
Did your department receive a grant in 2013 or 2014?	Yes
If your department received a grant in 2013 or 2014, were all funds used? If not, please explain why.	No. Due to personnel shortages and construction projects in town, we did not have the personnel available to complete the projects.

*emailed Luann  
 8/16/15  
 and  
 hwysafety@  
 address  
 above*

### Part III Local Crash and Enforcement Statistics

This section must be filled out completely for all project applications. If data is unavailable insert (N/A) for not available.

	2012	2013	2014	3 Year Average
Total Crashes	159	185	199	181
Injury Crashes	26	47	31	34.667
Fatal Crashes	0	0	0	0
Impaired Driving Fatal Crashes (Alcohol or Drugs)	0	0	0	0
Speed Related Fatal Crashes	0	0	0	0
Speed Related Crashes	5	4	7	5.334
Fatal Motorcycle Crashes	0	0	0	0
Motorcycle Crashes	2	1	2	1.667
Unbelted Fatalities	0	0	0	0
Unbelted Crashes	15	12	22	16.334
Unbelted Injuries	10	18	7	11.667

### Part IV Total Number of Summonses

Agency Summons Data	2012	2013	2014	TOTALS
All Traffic Summonses	143	68	129	340
Speed Summonses	46	12	30	88
CPS/Occupant Restraint Violations*	3	0	1	4
DWI/DUI Arrests (Alcohol & Drugs)	15	16	22	53
Red Light Running Summons	1	0	0	1
School Bus Violations	0	0	0	0

\*Includes enforcement up to 18 years of age

### Part V Problem Statement

Please describe the traffic safety (speeding, red light running, bus violations, etc.) problems in your city or town. Please provide specifics detailing the following:

- When the problem is taking place (month, day of week, time of day)
- Where (specific streets, neighborhoods, etc.)
- Who (demographics)
- What (speeding, red light running, bus violations, etc.)
- Other relevant information to your city or town (officer shortages, vacation destination, colleges in town, etc.)

Please note that the above "Total Number of Summonses" include only summonses issued. The numbers don't accurately reflect the amount of stops made for each of the violations. The total number of stops made in 2012 was 1375, in 2013 it was 853, in 2014 there were 1699 stops made and until June 30, 2015 there were already 992 traffic stops made. The low number of stops in 2013 was due to a severe personnel shortage. The stops made just for speed in 2012 were 456 (33% of the total stops); in 2013 there were 269 stops for speed (31% of the total stops); in 2014 the numbers were 392 which is 23% of the total stops and until June 30, 2015 there were 200 stops for speed which represents 20% of the total stops. Speed violations are our primary reason for the stops. Speed violations due run neck and neck with defective equipment stops. The majority of all of the stops are made on clear dry days with light traffic. The majority of the stops are made between 9:00 PM and 11:00 PM on Saturdays and Sundays, the second highest volume of stops is made between the 2:00

PM and 7:00 PM timeframe during the week. The third highest volume is during the morning commute, however due to the volume of total traffic, it is difficult to stop vehicles during that timeframe.

The Town of Lee lists 4341 residents as population, however during the summer that number is increased by at least 1750 due to people staying at the campgrounds in Lee. These numbers do not reflect the population that come in to their summer homes.

The Lee Police Department has identified that speed continues to be a problem on Route 125. Route 125 is a major north/south highway connecting Barrington, Brentwood, Epping, Kingston, Lee, and Plaistow. This Route is a gateway to the Lakes Region, White Mountains, and the Seacoast. Commuters and tourists use Route 125 to travel to companies/industry work, or the many stores and restaurants. The Lee Police Department and surrounding police agencies of Barrington, Brentwood, Epping, Kingston, and Plaistow have identified Route 125 as a corridor in which speed is a major problem. In addition motorists use Route 125 as a shortcut to avoid traffic on Interstate 495 and to travel to companies/industry to work, or the many stores to shop.

Additionally, there are two other major thoroughfares through the Town of Lee. Routes 155 is another major north/south roadway that connects Epping to Dover and Durham. Route 4 is the other major roadway that connects Portsmouth to Concord (east/west). These three roadways are where the majority of all the traffic stops are made.

#### **Part VI Proposed Solution**

Please describe your proposed solutions for combatting the problem you described above. Solutions should be linked directly to the data you provided. Please be specific regarding:

- When patrols will take place (month, day of week, time of day)
- Where patrols will take place (specific streets, neighborhoods, etc.)
- What type of patrols will take place (focus on speeding, red light running, etc.)
- Estimated number of patrols hours

The patrols that we are requesting funding for could run every day, just the hours of patrol would change. The Lee Police Department is suggesting patrols Monday through Friday for a 3 hour block between 2:00 PM and 7:00 PM. The Saturday and Sunday night patrols would be a 3 hour block between 8:00PM and 12:00 AM.

The patrols will target the major roadways in Lee, Routes 125, 155, and 4. The focus of the patrols will be on speed. The goal would be to run two patrols a month. Ideally we would like to run one of the patrols during the morning commute and the other patrol on the weekend. This would provide approximately 72 hours of patrols for a total cost not to exceed \$3500.



## Part VII Project Goals

Please provide your department's goals for this grant. Goals must be specific and measurable. For example, "Our department would like to reduce speed related crashes by 10% from 100 to 90 by September 2016."

Our department would like to increase our speed related motor vehicle stops to 25% of our total stops by September 2016. If the total stop numbers were similar to 2014 that would amount to 425 stops for speed.

## Part VIII Budget

Funding allocations for this grant are based on the population chart below. However, please see Part IX regarding how your city or town may qualify for additional funds.

Population based on estimated 2010 Census	Maximum award per Applicant
Less than 10,000	\$3,500
10,000-14,999	\$7,500
15,000-24,999	\$10,000
25,000-49,999	\$15,000
50,000-99,999	\$30,000
+100,000	\$50,000
Counties	\$5,000

Please provide a budget indicating how much you can realistically spend on this project. Budget should be based on your proposed number of hours and payroll deductions (Only FICA, Medicare, and retirement). Overtime rate does not need to be based on the maximum available rate.

Estimated Total # of Enforcement Hours	Estimated Average OT Hourly Rate	Estimated Payroll Deductions	Requested Award Amount for Enforcement
72	\$37	\$9.99	\$3383.28

Please also provide the amount of matching funds you intend to contribute to this project. Matching funds are your department's contribution to this project. For example, additional enforcement patrols, fuel costs, administrative time, and supervisor's time that are not funded by this grant.

Item	Cost	Total
Fuel	\$2.54 per gallon (1 gal/hr)	\$182.88
Administrative Time	\$20.35 per hour (1 hr/patrol)	\$488.40
Prosecution Time	\$23.56 per hour (1 hr/patrol)	\$565.44

**Part IX Additional Information**

The NNHSA realizes that some police departments have the ability to spend more than the allocated amounts in Part VIII. If you believe your department falls in this category, please provide a justification below. This should include:

- A justification for a higher amount (for example, your population increases substantially during certain times of the year)
- A detailed description of how much your department was awarded in previous years and how much was spent
- A description of how additional funds will be spent.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Room 109A Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Lee Police Department		<b>1.4. Subrecipient Address</b> 20 George Bennett Road, Lee, NH 03861	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))</b> Town		<b>1.4.2 DUNS</b> 103942798	
<b>1.5. Subrecipient</b> Phone # 659-5866	<b>1.6. Effective Date</b> 10/01/15	<b>1.7. Completion Date</b> 09/30/16	<b>1.8. Grant Limitation</b> \$3,383.28
<b>1.9. Grant Officer for State Agency</b> LuAnn Speikers		<b>1.10. State Agency Telephone Number</b> 271-2197	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Carole Dennis, Chairperson Board of Selectmen	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b> Scott Bugbee, Selectman	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b> John LaCourse, Selectman	
<b>1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.</b>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>	
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: _____		Assistant Attorney General, On: / /	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By: _____		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.6 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
  - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
  - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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Scope of Services for Traffic Enforcement Grants

- Departments may conduct patrols during any time that data indicate there is an increased risk for the driving behavior being combatted. OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- Departments with DWI enforcement grants are strongly encouraged to conduct patrols during the two national *Drive Sober or Get Pulled Over* (DSGPO) Mobilizations (December 18, 2015-January 3, 2016 and August 19-September 5, 2016).
- Departments with STEP grants (*Click It or Ticket*, Speed Enforcement, *Operation Safe Commute*, Red Light Running Enforcement, and School Bus Enforcement) are strongly encouraged to conduct patrols during the national *Click It or Ticket* Mobilization (May 23-June 5, 2016).
- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws.
- All departments are encouraged to participate in the *Operation Safe Commute* NH statewide effort (October 9, 2015, November 25, 2015, December 31, 2015, January 15, 2016, February 12, 2016, March 17, 2016, April 5, 2016, May 27, 2016, June 10, 2016, July 1, 2016, August 8, 2016, September 2, 2016). Patrols by each officer under this grant must be no less than two hours and no greater than eight hours in length and devoted solely to traffic enforcement activities.
- Officers funded during this grant shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, red light/stop sign running, and distracted driving.
- If an officer makes an arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the eight-hour shift limit. However, the total request for reimbursement must not exceed the approved budget.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- Full time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the mobilizations. Holiday rates of pay may be used, if applicable. Part-time officers will be reimbursed at their normal hourly rate of pay.
- Departments are recommended to conduct a minimum of three documented stops/contacts per hour. Please note that documented stops/contacts do not necessarily have to result in the issuance of a summons. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or monitoring site visit.
- If patrols result in few traffic stops, please provide an explanation on the Activity Report as to why an officer was unable to make the recommended number of stops (poor weather, for example).
- Nothing in this grant shall be interpreted as a requirement, formal or informal, that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- The amount of each grant awarded is determined by the number of qualified applicants, highway safety priorities, available funding, and population in each city or town. Funding amounts may change each fiscal year.
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Departments must keep on file copies of summons, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser. However, multiple cruisers may be out at one time.

**EXHIBIT A**

Scope of Services

1. The Office of Highway Safety Agency (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$3,383.28 for STEP Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement.

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services	\$3,383.28	\$3,383.28			
b. Current Expenses					
c. Equipment					
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)	\$3,383.28	\$3,383.28			

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within 20 days of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	\$3,383.28
b. Current Expenses	
c. Equipment	
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	\$3,383.28

<b>Project Cost is 80% Federal Funds, 20% Applicant Share</b>
<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Project Title:</b> Lee STEP Grant #315-16A-016
<b>PSP &amp; Task #:</b> 16-03, 05
<b>Award Title &amp; #:</b> Highway Safety Grant # 402 Funds
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.600
<b>In Kind Match:</b> \$845.82

#### 2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$3,383.28.
- b. At least quarterly, the Subrecipient shall submit the Reimbursement form (HS-20) and activity reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this

Grantee Initials \_\_\_\_\_ Date \_\_\_\_\_



process until they have drawn down the 20% federal match for the total amount of the project (25% of the federal award amount).

- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:

**January 15<sup>th</sup>** for October-December (Quarter 1)

**April 15<sup>th</sup>** for January-March (Quarter 2)

**July 15<sup>th</sup>** for April-June (Quarter 3)

**October 15<sup>th</sup>** for July-September (Quarter 4)

- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Reimbursement form (HS-20). In addition, the Chief may not sign off on the Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

## EXHIBIT C

### Special Provisions

#### **U.S. Department of Transportation/NHTSA Grant Conditions:**

**As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:**

- Subrecipients agree to comply with all applicable elements of NHTSA **Highway Safety Grant Funding Policy** dated July, 2007 and found at the following Web link.: [http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy\\_mkm\\_revJuly07.pdf](http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf). Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 49 CFR Part 18 - the **Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments** as promulgated by the U.S. Department of Transportation (also known as the DOT Common Rule). This document is found at the following Web link <http://www.gpo.gov/fdsys/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf>.
- Subrecipients agree to comply with all applicable SAFETEA-LU and MAP-21 basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: [http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00\\_Man1\\_Contents1\\_01.html](http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Man1_Contents1_01.html). This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the

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applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency.  
(<http://fedgov.dnb.com/webform>)

- **Equipment:** Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. 23 CFR 1200.31.
- **Civil Rights:** The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- **Buy America Act:** The State (and its subrecipients) will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a

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satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- **Political Activity (Hatch Act):** The State (and its subrecipients) will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- **Certification Regarding Federal Lobbying:** Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

- **Restriction on State Lobbying:** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before

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any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- **Certification Regarding Debarment and Suspension:**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided

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by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

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

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that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

- **Cash Management:** Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.20.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 49 CFR 18.20. Failure to adhere to these provisions may result in the termination of draw-down privileges.

**Office of Management and Budget Grant Conditions:**

**The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:**

- **Audit Requirement of Federal Funds :** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more

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than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- **Cost Principles for Federal Grants to *State and Local Governments***
  - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
    - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement: [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a87.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf).
  
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21): [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf).
  - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122): [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf).

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

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

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## 2015 Town Center Committee

### **Purpose:**

The purpose of the Committee is to determine the status and existing conditions of municipal administrative and Library facilities within the Town Center and to develop a broad set of goals, objectives and recommendations through a collaborative planning approach for the future use of Town facilities in order to increase capacity and communication, while decreasing potential duplication of goals or services.

(Lee's Town Center has been defined as the area contained within a ½ mile radius of the Lee Triangle, which is at the intersection of Mast Road (Route 155,) George Bennett Road, and Lee Hook Road.)

The Committee will work under the authority and direction of the Select Board. The Select Board shall have full discretion to appoint Committee members.

### **Deliverable:**

The Committee is to prepare a memorandum of its preliminary findings that contains goals, objectives, and recommendations and other related information and figures as deemed appropriate by the Committee and the Select Board.

### **Duration:**

The Committee will produce a preliminary memorandum within six months following the first meeting of the Committee. This schedule may be subject to modification according to review and approval of the Select Board.

# Qualifications

## Town of Lee, Municipal Facility Needs and Site Alternatives Analysis



### 1) Narrative Response:

- a) **Summary of Services:** The Request for Proposals provides an outline of the expected Scope of Services (Section III A) with desired goals and phases of work and tasks identified. There are several additional tasks that we have included in our review process that we have found to complement and enhance the requested services. AG Architects has performed numerous needs facility and site analyses as described in the information below, which demonstrates our capability and flexibility with these services. Many of these analyses have led to successful construction of new or renovated Town Hall facilities. It is also our methodology for performing the analysis as outlined below that has a significant impact on the final success of the study.



Developing space needs requirements for the Lee Town Hall will allow us to explore alternative design solutions for how best to accommodate Town departments, including evaluating how to optimize the potential use of existing facilities versus building a new facility. The location and integration of the departments and offices to improve function, efficiency and customer service is a critical component of the proposed analysis. The scope of the project for Town Hall, however, could vary from renovations to major expansion of Town Hall to a new facility, depending on the preferred solutions and on the Town's needs. We believe that the role of the Architect is to first confirm what the program needs are through an updated Space Needs Assessment, and then to develop solutions that are tailored to the client's needs and preferences. It is through the programming, design process, and budgeting that these needs and preferences are determined. Our approach to successful design is an interactive process that involves the Town staff, Select Board, and the public in the decision making. In order to determine the full scope of design and construction necessary for meeting the functional needs of different Town departments, the steps we recommend including the requested Scope, are as follows:

- 1) **Organizational Meeting:** Meet with the Select Board in order to confirm the goals, process and communication desired. Meeting with the Select Board and other staff, boards, commissions and committees as outlined below is only one aspect of building community support. We believe, based on experience, that the process of community involvement is an element that arches over the entire study. Community participation will require several public meetings at critical times. It is always a challenge to build consensus in a community, especially when it directly affects our historical sense of the community as well as the practical nature of tax rates. Providing sufficient opportunities in the study process for public input and direction for the development of alternatives is necessary for achieving consensus. On some projects we have developed surveys to gauge public desires, and on others we have provided information and graphics for posting to the Town's website in order to help keep the public

informed. Communication skills and the ability and willingness to listen to the public and incorporate ideas into the design is essential for a successful implementation plan.

- 2) **Data Collection/Fact Finding:** This task is to review the present staff organization and operations of each of the Town's departments. This is a data collection phase which serves several purposes. First, it identifies all the departments, what programs are being provided, what are staffing levels, who is being served by each department, what special needs each department may have, and what activities or other departments are important to be adjacent or accessible to. Present staffing levels are confirmed and present needs are identified. This phase of data collection is also used to identify existing space utilized by each department. The existing location and square footage is confirmed. We recommend that this review of the Town's departments be completed for all departments required to be located within Town Hall.

A variety of methods are utilized to confirm the Town's organizational and program needs. A review of information available from the Town, including site plans, floor plans, and previous studies will provide important background knowledge. Program Evaluation Forms are provided for each department, board, committees, and commissions to initially complete. These are then reviewed with each department head and board/committee/commission chair through an interview process. The interviews (included in our scope) enable a more complete evaluation of program needs. This process permits us to develop a full understanding of each group and their programs, and the space needed to accommodate the program. Recommended sizes for work areas, offices and related spaces are identified in the Program Summary. A matrix is developed that identifies priorities in the relationship between departments, and this is combined with flow diagram(s) that graphically portray these relationships. It is also useful for evaluating what future programs or operations are anticipated or being considered.

- 3) **Future Projections:** The second task for the space needs assessment is to identify future program, staffing and space needs for each department and the Town. This is accomplished in several ways. The Program Evaluation Forms and interviews prepared in Task 1 are also utilized to look at existing needs not being met as well as to identify possible future programs or needs. A review with each department and board, commission or committee allows us to identify these issues, and to factor this into the space needs. It is important, however, to evaluate these projections in the context of Lee's potential for growth, it's remaining competitive with other communities in the services it provides and the cost for those services, and how projections correlate with the Town's master plan. Our evaluation will therefore include a review of growth projection for Lee with the Town's Planning Department. Population projected for the next 10 to 25 years, future potential for growth of residences, industry and business, and available land for future growth may have an impact on services provided by the Town. A review of this impact is important in evaluating the Town's staffing and space needs projections. The projections for both present and future program, staffing and space needs will be summarized to provide a full comparison for a 10 year and 25 year period with existing conditions.

- 4) **Existing Facility and Site Review:** An initial step that should be taken prior to developing any design options for Town Hall is a review of the existing Town facilities under consideration. There are two reasons for doing this. The first is to identify activities, personnel and space utilized in the building, and the second is to focus on the condition and constraints of the Town facilities. Evaluating the condition for the existing building and an analysis of the space available, its capacity to accommodate the projected space needs, its flexibility for changes in layout, and identifying deficiencies that affect delivery of services will help determine



the extent of renovations or expansion required to accommodate the Town Hall departments. The review of the existing facilities will include a summary of spaces being used by staff and the preferred locations recommended for the space. The potential for meeting the space needs for the Town Hall offices will affect the design alternatives, and there may be other factors such as location, visibility, parking, or image that could affect the decision of where and how to locate Town Hall offices and departments. It is not the intention of this study to perform a comprehensive examination of building systems, including structural capacity, mechanical equipment, plumbing, fire protection or electrical service. An overview will be done to identify visible and known deficiencies. The site and its limitations for expansion potential and parking capacity are reviewed. Once the constraints and limitations of the site and existing (and planned) facilities are identified, then concepts can be developed to determine if the existing facilities will meet present and future needs.

A second step to be taken in the analysis of the Town's needs will be to consider alternative locations or layouts that could improve efficiency and service to the community. Evaluating alternative sites, including the Town Hall, Library site, Public Safety Complex, Stevens Field (Bales property) and other Town-owned properties within ½ mile of the Town center, including the Bricker property, will also be completed.

- 5) **Alternatives:** The analysis of existing and future space needs as it relates to existing facilities or new facilities on an alternate site provides the basis for developing alternate concepts for Town Hall that will meet present and future facility space requirements. This is the most complicated task. Understanding where existing departments are located, how they may need to expand and who they need to serve, how to access them with the multiple levels in several of the buildings, how to achieve this while complying with building codes and the ADA, and comparing this with a new facility on alternative sites are all issues that must be integrated into the evaluation.



The analysis will need to consider the impact on environmental and historic resources, as well as the ability to incorporate alternative energy, Smart Growth and Low Impact Development Design practices as requested. It is not the purpose of this evaluation to develop a final design, but to determine the program needs and the location that will best meet those needs. There are likely to be other considerations that may also affect the analysis, such as community expectations and the image desired for the Town's facilities. The alternatives are intended to provide a comprehensive review for how to accommodate the present program and space needs, and to factor in considerations for future needs. Developing estimated costs for each of the alternatives, and ranking alternatives based on the different factors noted will help establish a recommendation for the Town.

The tasks described for a review of program needs and a comparison of alternatives will be summarized in a report and presented to Town officials for their review and action, first as a draft for comment, and secondly as a final report.

**b) Qualifications:**

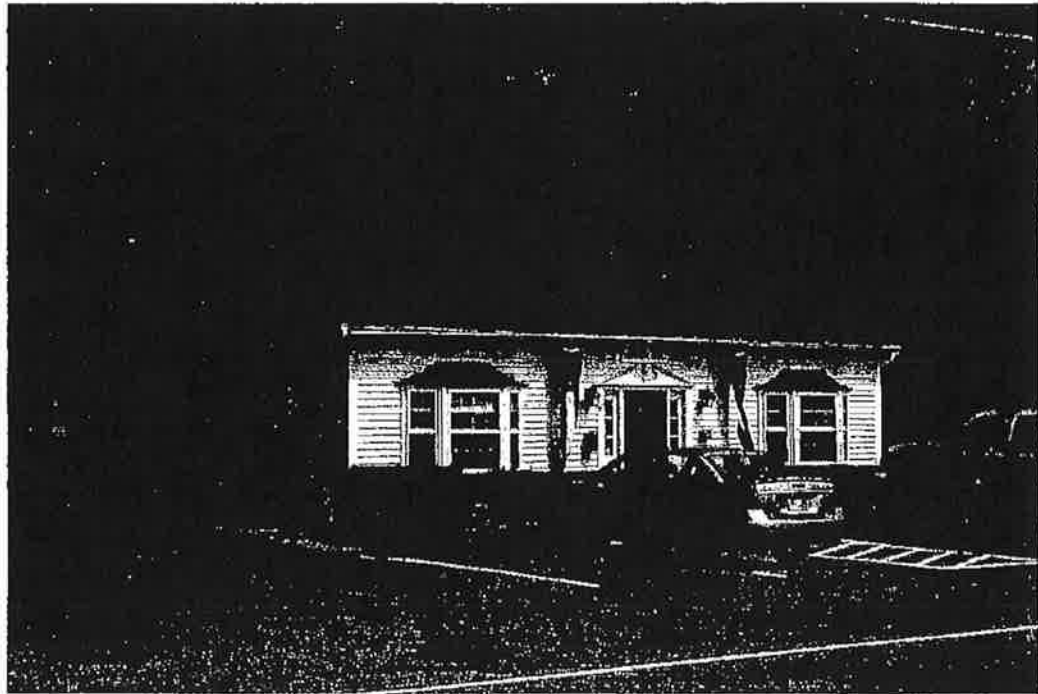
- i) **Business Overview:** AG Architects focuses on design for institutional facilities, including municipal and medical facilities, whether new facilities or renovation/expansion of existing facilities. Although the medical/hospital facilities tend to be more complex with a greater degree of unique technology, there are similarities in office uses and evaluation of functions. Creating functional efficiency through LEAN design leads to economy of services. The Description of Firm in the following pages identifies our belief in focusing on the clients' needs as our primary task.

**Committees**

The Conservation Committee supports land protection and provides recommendations to Zoning and Planning for town owned properties, as well as conducting education and outreach programs. Currently the Committee has an office and adjacent room for meetings. Monthly meetings are held with the public. Lockable file cabinets are required. This Committee could share an office and meeting room.

The Heritage and Agricultural Committees meet once a month and can share office and meeting space. Additional storage space is required.

The Recreation Department currently does not have its own office space and could share space with another committee provided that locked file and storage space is available for health and contact information of participants in Town recreational activities.



Town Hall Annex

**Existing Town Hall Square Foot Calculations**

<i>Use</i>	<i>Room Assignment</i>	<i>Square Feet</i>	<i>Comment</i>
<b>FIRST FLOOR</b>			
Entry	Front Vestibule	20 sf	Not ADA accessible
Public	Public Access/ Information	183 sf	inadequate space
Public	Town Meeting Room	314 sf	Seats 25, head table seats 8
Office	Secretary	162 sf	Inadequate workspace



**Town of Lee, New Hampshire**  
Town Offices Needs Assessment  
October 2007

Office	Town Administrator	162 sf	Inadequate security, and privacy
Office	Treasurer	132 sf	Shared space & inadequate security
Office	Book Keeper	128 sf	Shared space & inadequate security
Office	Assessor Files	72 sf	Secured vault, additional files required
Storage	Supervisor of the Checklist	22 sf	Secure area required, computer access
Office	I T/ Network Server	65 sf	Secured area required
Toilet	Handicapped Toilet (Addition)	45 sf	Room width deficient
Toilet	Toilet/ Storage (Addition)	46 sf	2 <sup>nd</sup> H/C Toilet required, currently shared
Circulation	Hall (Addition)	36 sf	General circulation lacking, undersized
Circulation	Coffee Nook (Addition)	45 sf	Break room and kitchen required
Office	Town Clerk/Tax Collector (Addition)	301 sf	Larger secure vault, storage required
Circulation	Stair	<u>45 sf</u>	Code deficient
Net SF		1,752 sf	

**SECOND FLOOR**

Office	Planning, Zoning, Health, Depts.	472 sf	No ADA access, no public reception
Office	Code Inspector Office	260 sf	Adequate size, but no security or privacy
Storage	Storage	51 sf	Moldy, sloping rafters
Circulation	Stair	30 sf	Code Deficient
HVAC	Mechanical Room (Addition)	196 sf	Attic space
Storage	Storage (Addition)	196 sf	Unused attic space
Circulation	Hall (Addition)	<u>93 sf</u>	Rear access to stair, code deficient
Net SF		1,349 sf	

Circulation	Exterior Stair	75 sf	Unprotected, Code deficient
Walls, chases etc.	Multiplier	335 sf	Added to net square footage

**EXISTING TOWN HALL Gross SF** **3,436 GSF** Net SF plus .11 multiplier

**Existing Town Hall Annex Square Foot Calculations**

<i>Use</i>	<i>Room Assignment</i>	<i>Square Feet</i>	<i>Comment</i>
Entry	Front Vestibule	48 sf	Second airlock door missing
Office	Meeting Room	200 sf	Central room
Office	Conference	187 sf	Exterior door without airlock
Office	Conservation Office	134 sf	Sufficient space
Office	Welfare Office	126 sf	Lacking security
Maintenance	Janitor/ Phone/ Fire	133 sf	inadequate storage, no security

Toilet	Toilet	31 sf	Not ADA accessible
HVAC	Furnace	25 sf	Access through Toilet
Storage	Storage Vault	<u>93 sf</u>	Inadequate storage
Net SF		977 sf	

Walls, chases etc.	Multiplier	127 sf	Added to net square footage
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**EXISTING TOWN HALL ANNEX Gross SF** **1,104 SF** Net SF plus .13 multiplier





**Town of Lee, New Hampshire**  
Town Offices Needs Assessment  
October 2007

**Town Hall Proposed Square Footages**

<i>Use</i>	<i>Room Assignment</i>	<i>Square Feet</i>	<i>Comment</i>
Vestibule	Front Vestibule	49 sf	Energy saving airlock
Circulation	Main Lobby/Reception	140 sf	Map display; directories
Circulation	Corridors	200 sf	Serves offices
Public	Town Hall with TV storage	800 sf	Seats 75, head table seats 15
Public	Public Access/ Information	240 sf	Includes computer, file access, table
Toilet	ADA Accessible Bathroom	128 sf	Serves public and offices (Men)
Toilet	ADA Accessible Bathroom	128 sf	Serves public and offices (Women)
Maintenance	Janitor Closet	100 sf	Equipment, supplies, slop sink
Electrical	Telephone/Electrical Room	40 sf	Building systems
Fire Alarm	Fire Alarm Closet	10 sf	Building systems
Mechanical	Mechanical Room	200 sf	Serves entire facility
Office	Town Administrator	180 sf	Workstation, mtg. area w/ table & chairs
Office	Conference Room	160 sf	Shared meeting room
Office	Secretary (Shared)	210 sf	File storage; workstation
Office	Bookkeeper	180 sf	File storage; two (2) workstations
Office	Treasurer	100 sf	File storage; workstation
Office	Assessor	120 sf	File storage; workstation
Office	Assessor Files	220 sf	Secure file room
Office	Copy/Mail Room	160 sf	Office supplies; layout counter, mail
Office	IT/Network Server Room	120 sf	Office Systems; workstation
Office	General Assistance – Welfare	180 sf	Workstation, meeting area, security
Office	Employee Break Room	180 sf	Kitchenette; table & chairs
Storage	Supervisor of the Checklist	60 sf	Secure storage; handicapped booths
Circulation	Reception Area (Town Clerk)	120 sf	Waiting area
Circulation	Waiting/Line Cue	120 sf	Adequate public counter, security glass
Office	Town Clerk/ Tax Collector	300 sf	Four (4) workstations; files; copiers
Office	Vital Records	60 sf	Secure, fire rated vault
Office	Town Clerk Storage	192 sf	General storage
Office	Town Clerk Office	120 sf	Separate office w/ meeting area
Circulation	Reception Area (Planning Dept)	80 sf	Waiting area, service counter
Office	Planning/Code Inspector Office	180 sf	Plan review table; flat files; shelves
Office	Planning/Code Assistant	150 sf	Work area; files; secure behind counter
Office	Conference Room	150 sf	Multi-use meeting space
Office	Planning Department File Room	300 sf	Storage for plan files, etc.
Storage	Planning Dept/Storage	60 sf	Secure Storage
Circulation	Existing Town Hall Stair	45 sf	Maintain Existing Stair
Net SF		5,782 sf	
<b>PROPOSED TOWN HALL Gross SF</b>		<b>6,534 GSF</b>	Net SF plus .13 multiplier

**Town Hall Annex Proposed Square Footages**

Entry	Front Vestibule	48 sf	Add second door for airlock
Office	Meeting Room	200 sf	Shared central room
Office	Conference	167 sf	Shared committee use
Office	Conservation Office	134 sf	Sufficient space
Office	Committee	126 sf	Shared committee room
Maintenance	Janitor	115 sf	Equipment; supplies for annex only
Toilet	Toilet	49 sf	Enlarge, make ADA accessible
HVAC	Furnace	25 sf	Access through central room
Storage	Storage	<u>93 sf</u>	Shared storage
Net SF		977 sf	
<b>TOWN HALL ANNEX Gross SF</b>		<b>1,104 GSF</b>	Net SF plus .13 multiplier

**Second Floor Design Consideration**

Town Hall Building

The Town Hall Proposed Square Footages are based on a single floor layout. If a second floor is desired, an ADA accessible Elevator, two (2) Egress Stairs, and additional circulation space will be required.

<i>Use</i>	<i>Room Assignment</i>	<i>Square Feet</i>	<i>Comment</i>
<b>FIRST FLOOR</b>			
Circulation	Main Stair	200 sf	Serves offices
Circulation	Elevator	50 sf	Provides ADA access to second floor
Elevator	Elevator Machine Room	50 sf	Building systems
Stair	2 <sup>nd</sup> Egress from Second Floor	180 sf	Serves offices
Circulation	Elevator Lobby and Corridor	120 sf	Serves offices
<b>SECOND FLOOR</b>			
Circulation	Main Stair	200 sf	Serves offices
Circulation	Elevator	50 sf	ADA accessible
Stair	2 <sup>nd</sup> Egress	180 sf	Serves offices
Circulation	Elevator Lobby and Corridor	<u>120 sf</u>	Serves offices
Net SF		1,150 sf	
<b>PROPOSED TOWN HALL SECOND FLOOR SUPPORT Gross SF</b>		<b>1,300 GSF</b>	Net SF plus .13 multiplier

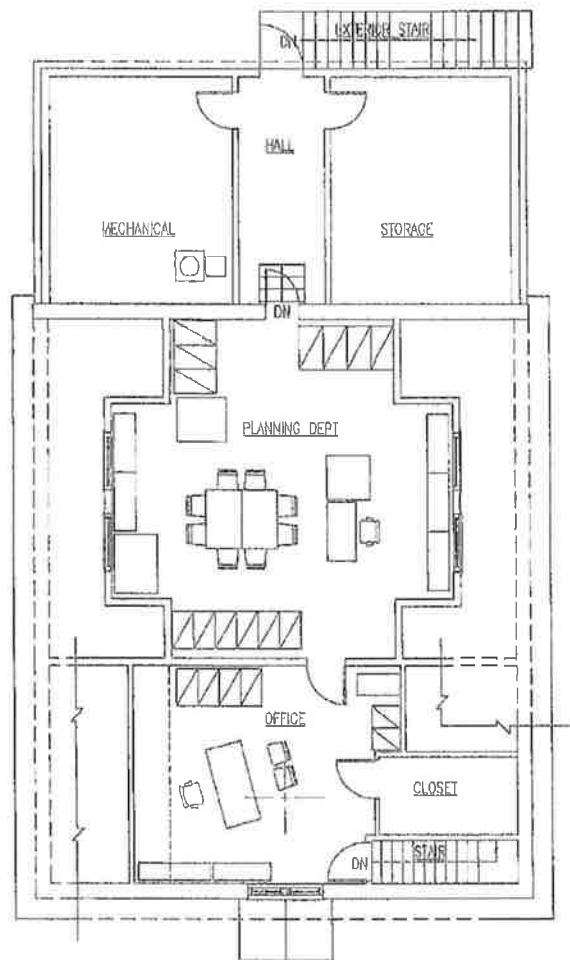


TOWN HALL FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

Lee Town Offices Needs Assessment

Lee, New Hampshire 03061  
 SDA Sumner Davis Architects, Inc.  
 959 Wilmington Street,  
 Portsmouth NH 03801  
 603-436-8891 603-436-1121 fax

SCALE: As Noted  
 DRAWN BY: GWL  
 DATE: October 16, 2007  
 CHKD BY: WKD  
 PROJECT NO.: 27-045



TOWN HALL SECOND FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

Lee Town Offices Needs Assessment

Lee, New Hampshire 03861

SDA Summer Davis Architects, Inc.  
 959 Inflation Street,  
 Portsmouth NH 03801  
 603-436-8891 603-436-1121 fax

SCALE: As Noted

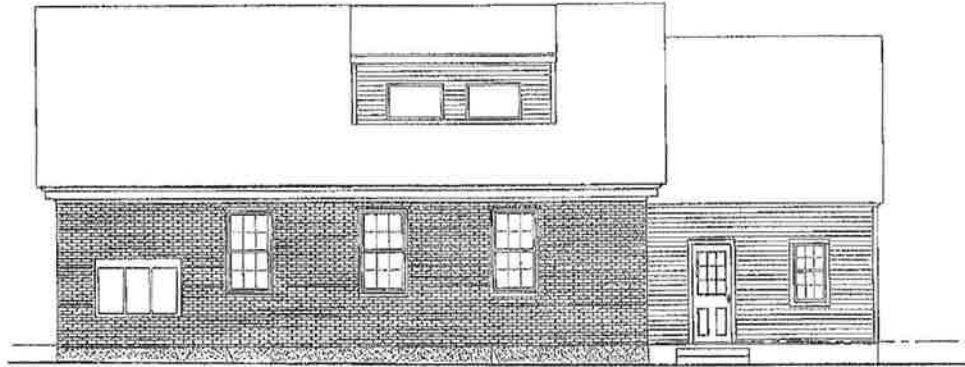
DRAWN BY: GWL

DATE: October 16, 2007

CHKD BY: WKD

PROJECT NO.: 27-045

EX2



TOWN HALL SIDE ELEVATION  
 SCALE: 1/8"=1'-0"



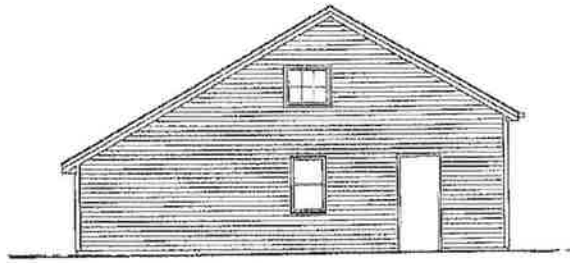
TOWN HALL STREET ELEVATION  
 SCALE: 1/8"=1'-0"

**Lee Town Offices Needs Assessment**

Lee, New Hampshire 03861

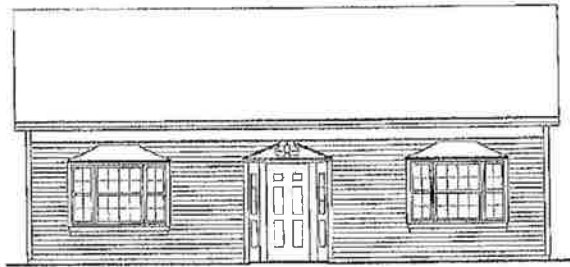
SDA Summer Davis Architects, Inc.  
 959 Islington Street,  
 Portsmouth, NH 03801  
 603-436-8891 603-436-1121 fax

SCALE: As Noted  
 DRAWN BY: GWL  
 DATE: October 15, 2007  
 CHKD BY: WKD  
 PROJECT NO.: 27-045



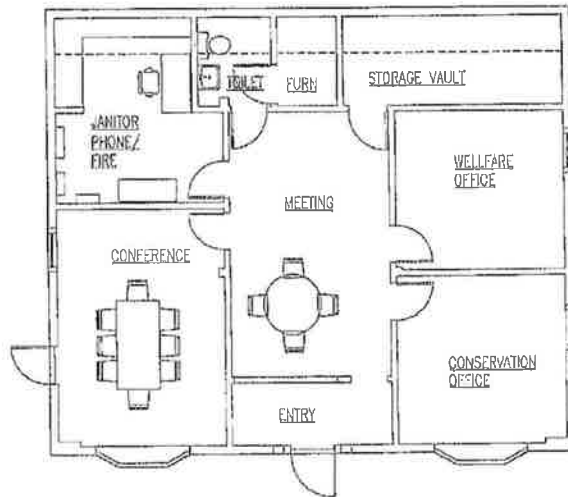
ANNEX SIDE ELEVATION

SCALE: 1/8"=1'-0"



ANNEX STREET ELEVATION

SCALE: 1/8"=1'-0"



ANNEX FLOOR PLAN

SCALE: 1/8"=1'-0"

**Lee Town Offices Needs Assessment**

Lee, New Hampshire 03861

SDA Sumner Davis Architects, Inc.  
 939 Islington Street,  
 Portsmouth NH 03801  
 603-436-8891 603-436-1121 fax

SCALE: As Noted

DRAWN BY: GWL

DATE: October 16, 2007

CHKD BY: WKD

PROJECT NO.: 27-045

EX4



**Town of Lee**  
**Town Hall, Library and Bricker Parcel Overview**  
**July 20, 2009 Site Walk**

**Town Hall**

- Built in 1846, at original Mast Road/Town Center location
- Greek Revival style of architecture, stone foundation, brick exterior, clapboard gable roof
- Underpinnings and granite doorstep came from the town's first meeting house, built about 1766
- Tramp House (Garage) constructed in 1920s with remodel/addition sometime in the 1950s
- Two story, clapboard addition constructed in 1968
- Library established in 1892 and located in second floor of town hall until 1962
- Currently serves as work space for town administrator, secretary, bookkeeper, welfare officer, tax assessor, IT administrator, town clerk/tax collector and assistant and the Code Enforcement officer and secretary

**Library**

- Center School House, constructed in 1897. was moved from Lee Hook Road to present Town Center/Mast Road location in 1962 and remodeled for use as a library
- Gable roof, wood frame, clapboards
- Small addition constructed to rear of schoolhouse in 1972
- Small addition, featuring new main entrance, constructed in 1984
- Rear addition, featuring basement meeting room, constructed in 1996
- Collection features 25,000 +/- items
- 1 full-time library director, four part-time staff

**Bricker Parcel**

- 5.11 acres located on North River Road/Rte 155
- Adjacent to Little River Park, future site of town recreation fields and nature trails
- Purchase approved at March 2006 Town Meeting, for \$215,000, with up to \$5,000 for transaction costs, for a total of \$220,000
- No conservation easements or restrictions placed on property; town has full discretion as to how to develop this parcel
- Southern exposure, sloped landscape with a great view overlooking Little River Park lends itself to possible "green" construction





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

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

Applicant's Name: Robert P. Smith

Address: 59 Turtle Pond Rd Phone/Cell: 868-5139

# of Years as a Resident: 16

Email address: rpgmsmith@comcast.net

Full Membership (3 year term) position applying for: Planning Board

Term Expires on the following date: 3/1/16

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: 15 years on the  
Planning Board. I have headed up over \$100M of construction for a large corporation. I have built my  
own house, remodeled several former houses. I have renovated the old School house at the Lee Church  
and updated several other aspects of the church. I have done extensive capital planning for IBM and now  
head up the CIP for the Town of Lee.

Robert P. Smith  
Signature

1/8/16  
Date

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



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

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

Applicant's Name: Craig Williams

Address: 62 Harvey Mill Rd Phone/Cell: 659-7799/2353857

# of Years as a Resident: 25

Email address: arborvet@comcast.net

Full Membership (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: x

Term Expires on the following date: 2019

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

3 years as alternate member, interest in working for the town, small business owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Craig Williams  
Signature

1/13/2016  
Date

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



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

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

Applicant's Name: Peter Hoyt

Address: 280 North River Rd Phone/Cell: 659-7790

# of Years as a Resident: Too many

Email address: hoytrepair@comcast.net

Full Membership (3 year term) position applying for: ZDA

Term Expires on the following date: Spring/16

Alternate Position (3 year term) position applying for: ZDA

Term Expires on the following date: Spring/16

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

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

Peter Hoyt  
Signature

11/10/16  
Date

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



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

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

Applicant's Name: Tobin Farwell  
Address: 265 Wadleigh Falls Rd Phone/Cell: 969-0493  
# of Years as a Resident: April 2000 to present  
Email address: T.Farwell@concast.net

Full Membership (3 year term) position applying for: ZBA  
Term Expires on the following date: Not sure but soon says Caren  
Alternate Position (3 year term) position applying for: \_\_\_\_\_  
Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

Been doing it and can continue.

Tobin Farwell  
Signature

1/8/16  
Date

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



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

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

Applicant's Name: JAMES B. BANKS  
Address: 36 CARPENTER LN Phone/Cell: 659-5607  
# of Years as a Resident: 45+  
Email address: JRBLEE@COMCAST.NET

Full Membership (3 year term) position applying for: ZONING BOARD

Term Expires on the following date: 2016

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

INCUMBENT  
FIRST APPOINTED IN THE EIGHTIES,

James B Banks  
Signature

20 JAN '16  
Date

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

2016 TOWN WARRANT FOR THE TOWN OF LEE

ARTICLE 1 To choose all necessary Town Officers for the ensuing year:

BOARD OF SELECTMEN

(1) 3 YR TERM – Cary Brown

SUPERVISOR OF THE CHECKLIST

(1) 6 YR TERM – Gloria Quigley

TRUSTEE OF THE TRUST FUND

(1) 3 YR TERM – Richard Miller

ADVISORY BUDGET COMMITTEE

(1) 2 YR TERM –

(1)3 YR TERM – Scott Bugbee

LIBRARY TRUSTEES

(2) 3 YR TERMS – Katrinka Pellecchia

Robert Simpson

MODERATOR

(1) 2 YR TERM – Janice Neill

CEMETERY TRUSTEE

(1) 3 YR TERM - Janice Neill

TREASURER

(1) 3 YR TERM – Benjamin Genes

ARTICLE 2

To see if the Town will vote to raise and appropriate a sum not to exceed One Hundred Fifty Five Thousand dollars (\$155,000) which includes up to Five Thousand dollars (\$5,000) in transaction costs, to purchase and acquire a conservation easement on the forty-six acre (more or less) portion (Map 2 Lots 5-3 and 5-4) of the proposed Powder Major’s Farm and Forest conservation project that is located in the Town of Lee, (total acreage 195 in Durham, Lee and Madbury) and to authorize the withdrawal of up to One Hundred Fifty-Five Thousand dollars (\$155,000) from the Land Use Change Tax Fund for this acquisition and no amount to be raised from general taxation (Recommended by the Select Board) Majority vote required.

The Society for the Protection of N.H. Forests has an opportunity to preserve public access to a beautiful historic property along the Oyster River. The land, along NH Route 155, once belonged to Maj. John Demeritt and is also culturally significant as the planting grounds of a Native American leader named Chief Moharimet. Protection of the 195-acre property at the juncture of Madbury, Durham and Lee will create a forest reservation that will help protect the Oyster River and maintain public access for recreation (horse-back riding, hiking, wildlife watching, hunting, snowmobiling, and fishing), wildlife habitat, and a working forest. The conservation commissions in the three towns are collaborating with the Forest Society on this project. Funds are already available in Lee’s Conservation Fund so no new taxes are needed. If the conservation easement is not secured, the property will likely be sold on the open market and may be developed into house lots and new roads.

ARTICLE 3

To see if the Town of Lee will vote to establish an advisory committee, under the direction of the Lee Select Board, to study cost-effective practices to create a sustainable, energy-efficient, and resilient Town. The Committee shall be composed of community members at-large, representatives of commissions and committees, and Town personnel. The Committee shall be appointed by the Select Board by April 30, 2016 and shall be composed of five to nine members, each serving for a term of three years. Any vacancies that occur shall be filled by the Select Board. The Committee shall meet and present its findings and recommendations yearly to the Select Board by November 15. The summary of the Committee's annual report shall be published in the Town Report. (Recommended by the Select Board) Majority vote required.

Lee has a rich history of successful efforts in land and water conservation, agriculture, energy, recycling, planning and emergency preparedness; we care about our Town and its citizens. Over the years, this work has been accomplished largely by volunteers serving on a variety of committees and commissions, some of which have developed long-term plans for managing their respective resources. To date, we have yet to explore and develop a comprehensive plan for assessing and reducing our net impact on ecological systems. This committee will establish a baseline measure of functions and services, such as facilities, procurement, transportation, and fuels, and will establish community outreach and education programs.

ARTICLE 4

Shall the Town of Lee raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$3,807,523. Should this article be defeated, the default budget shall be \$3,817,135, which is the same as last year, with certain adjustments required by previous action of the Select Board or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Recommended by the Select Board) Majority vote required.

This operating budget warrant article does not include appropriations contained in ANY other warrant articles. The entire budget is available on www.leenh.org; below is a line item comparison between the current budget and the proposed FY 17 figures.

Town of Lee  
 Operating Budget Comparison  
 FY16 (Current) Budget vs. Proposed FY17 Budget

Description	FY16 Budget	FY17 Proposed	+/-
Selectmens Office - 41301	\$131,305	\$130,260	(1,045)
Elections & Registrations - 41401	\$9,800	\$12,450	2,650
Town Clerk/Tax Collector - 41411	\$85,928	\$92,847	6,919
Financial Administration - 41501	\$88,596	\$82,496	(6,100)
**IT Expenses - 41502	\$81,400	\$78,900	(2,500)
Assessing - 41521	\$30,600	\$31,700	1,100
Legal Fees - 41531	\$17,000	\$25,000	8,000
Personnel Administration - 41551	\$825,412	\$806,833	(18,579)
Planning & Zoning - 41911	\$107,945	\$106,720	(1,225)
Government Buildings - 41941	\$88,748	\$88,000	(748)
Cemetery - 41951	\$13,114	\$6,000	(7,114)
Insurance - 41961	\$48,735	\$45,500	(3,235)
Other General Govt - 41990	\$18,807	\$30,000	11,193
Police Department - 42101	\$608,432	\$642,824	34,392
Dispatch - 42121	\$16,712	\$15,157	(1,555)
Ambulance - 42151	\$20,179	\$18,516	(1,663)
Fire Department - 42201	\$338,079	\$356,072	17,993
Code Enforcement - 42401	\$28,280	\$28,280	0
Emergency Management - 42901	\$7,000	\$7,600	600
Highway Department - 43111	\$485,261	\$485,183	(78)
Transfer Station - 43211	\$163,637	\$165,228	1,592
Solid Waste Disposal - 43241	\$148,600	\$119,377	(29,223)
Animal Control - 44141	\$1,650	\$1,650	0
Health Service Agencies - 44151	\$18,916	\$20,124	1,208
General Assistance Administration - 44411	\$5,600	\$10,700	5,100
Direct Welfare Assistance - 44421	\$17,500	\$14,950	(2,550)
Parks & Recreation - 45201	\$30,800	\$38,830	8,030
Library - 45501	\$237,692	\$213,678	(24,014)
Patriotic Purposes - 45831	\$550	\$500	(50)
Culture & Recreation - 45891	\$16,500	\$11,000	(5,500)
Conservation - 46191	\$4,050	\$5,300	1,250
Long Term Debt - 47111	\$90,000	\$90,000	0
Interest on Long Term Debt - 47211	\$28,643	\$25,848	(2,795)
<b>TOTAL OPERATING BUDGET</b>	<b>\$3,815,470</b>	<b>\$3,807,524</b>	<b>(7,946)</b>

IT Expenses - re-allocated total of \$8,997 of Software Support costs to actual Using Departments (TC/TC & PZ) for FY17  
 Personnel Administration –reduced costs by changing employees’ health insurance plan  
 Police Department – includes cost of one, new police cruiser  
 Fire Department – increased PT Firefighter hours to enable better station coverage  
 Solid Waste Disposal - tipping fees reduced by renegotiating contract with Waste Management  
 Library – FY17 budget reflects actual health insurance usage by personnel

**ARTICLE 5**

To see if the Town will vote to allow the exemption of property taxes on Solar Energy Systems as defined in NH RSA 72:61 and in accordance with NH RSA 72:27-a and RSA 72:62. "(S)olar energy system" means a system which utilizes solar energy to heat or cool the interior of a building or to heat water for use in a building and which includes one or more collectors and a storage container. "Solar energy system" also means a system which provides electricity for a building by the use of photovoltaic panels") Such property tax exemption shall be in an amount equal to 100% of the amount, if any, by which the installation of solar energy systems on the property increases the total assessed value of the property. If approved, this exemption shall be effective in the tax year beginning April 1, 2016. (Recommended by the Select Board) Majority vote required.

*The goal of this warrant article is to create a tax-neutral exemption policy in Lee that neither increases an individual's property tax nor decreases the Town's property tax revenues. By implementing it as a tax-neutral policy, homeowners do not have a disincentive of higher property taxes for installing a renewable energy system, and since there is no net reduction in municipal tax revenues, other taxpayers in Lee are not adversely affected.*

**General Note: All of the following warrant articles that contain appropriations are using funds from the Unassigned Fund Balance, which means that no funds need to be raised from general taxation.** The Unassigned Fund Balance is the spendable fund balance in the General Fund that represents amounts that have not been otherwise restricted, committed, or assigned. These are essentially amounts returned to the General Fund from under expended or unexpended operating budget accounts from prior fiscal years.

In addition, many of the warrant articles are for deposits into Capital Reserve Funds. Saving money in Capital Reserve Funds helps to balance the tax rate by reducing the impact of one-time large expenditures by saving a portion of the cost every year so it is available when a capital purchase becomes necessary.

**ARTICLE 6**

To see if the Town will vote to raise and appropriate the sum of one hundred twenty-thousand dollars (\$120,000) to be deposited into the Fire Equipment Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*This fund was created in 1958 to save money for purchases of fire equipment, such as the new Tanker 3 that was purchased in FY2016.*

**ARTICLE 7**

To see if the Town will vote to raise and appropriate the sum of eighty-thousand dollars (\$80,000) to be deposited into the Highway Dept. Road and Bridge Improvement Plan Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*This fund was created in 2002 to be used for repairing, maintaining, and replacing the Town's roads and bridges. It was used in 2011/12 to replace the High Road Bridge (the Town received 80% of the funding for that project from the State) and has also been used to pave Town roads.*

**ARTICLE 8**

To see if the Town will vote to raise and appropriate the sum of fifty-five-thousand dollars (\$55,000) to be deposited into the Highway Equipment Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Town created this Capital Reserve Fund in 1977 for the replacement of Highway Equipment, such as the plow truck purchased in FY2014.*

**ARTICLE 9**

To see if the Town will vote to raise and appropriate the sum of thirty-five-thousand dollars (\$35,000) to be deposited into the Town Buildings Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Town created this Capital Reserve Fund in 1988 and the fund has been used for repairs and improvements to existing Town buildings, as well as to fund studies for proposed new buildings.*



**ARTICLE 10**

To see if the Town will vote to raise and appropriate the sum of thirty-one thousand dollars (\$31,000) for the purchase of a new police cruiser equipped with new safety equipment. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Police Department reduced its fleet in 2014/15 by eliminating three vehicles. There were no cruiser purchases approved for FY2016. The Department currently operates with five (5) cruisers, three of which have over 100,000 miles. The oldest vehicle, a 2006 with 173,000 miles, is not suitable for regular use. By July of 2016, 4 of the 5 cruisers will be out of warranty. If this Warrant Article passes, the 2006 will be replaced with the new cruiser; therefore it will not add to the number of vehicles in the fleet.*

**ARTICLE 11**

To see if the Town will vote to raise and appropriate the sum of twenty-five thousand dollars (\$25,000) to be deposited into the Internal Service Fund for Accrued Benefits. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*In 1992, the Town created an Expendable Trust Fund for the purpose of paying severance benefits owed to employees at termination.*

**ARTICLE 12**

To see if the Town will vote to raise and appropriate the sum of twenty-thousand dollars (\$20,000) to be deposited into the Fire Ponds and Cisterns Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Town created this Capital Reserve Fund in 2005 for the repair and replacement of fire ponds and cisterns.*

**ARTICLE 13**

To see if the Town will vote to raise and appropriate the sum of fourteen thousand one hundred ninety-six dollars (\$14,196) for the purchase of a Finger Print Scanner/Printer for the Police Department. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The current system was purchased in 2007 with funding from Drug Forfeiture, the Lee Police Association, and help from some local businesses and no funds from the town. This system is out of warranty and has become outdated and expensive to repair. The proposed new system enables officers to finger print arrest subjects in a much more efficient manner. The Department also uses the system to provide a service to Lee residents and businesses for employment background checks and to create "Child Identification Kits," at no charge.*

**ARTICLE 14**

To see if the Town will vote to raise and appropriate the sum of ten-thousand dollars (\$10,000) to be deposited into the Revaluation Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Town created this Capital Reserve Fund in 1994 for the purpose of funding the cost of Town-wide revaluations, which are required by the State every five years. A statistical revaluation is being conducted in 2016. Periodic revaluations adjust for natural market-driven fluctuations in property values and help ensure that the value of your property is proportional to all other property in the Town.*

**ARTICLE 15**

To see if the Town will vote to raise and appropriate the sum of ten-thousand dollars (\$10,000) to be deposited into the Transfer Station Equipment Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Town created this Capital Reserve Fund in 2006 for the purpose of purchasing equipment for the Transfer Station, such as the Roll-off Container purchased in FY2015.*

**ARTICLE 16**

To see if the Town will vote to establish a contingency fund for Fiscal Year 2017 for unanticipated expenses that may arise and further to raise and appropriate twenty-thousand dollars (\$20,000) to go into the fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from general taxation. Any appropriation left in the fund at the end of the year will lapse to the general fund. The governing body shall annually publish a detailed report of all expenditures from the fund. (Recommended by the Select Board) Majority vote required.

*RSA 31:98-a; 32:11 allows Towns to establish a contingency fund by warrant article for the purpose of unanticipated expenses; the Select Board will have the authority to expend these funds. This authorization lapses at the end of each fiscal year and would have to be re-authorized by the voters through a warrant article each year.*

**ARTICLE 17**

To see if the Town will vote to raise and appropriate the sum of five-thousand dollars (\$5,000) to be deposited into the Recreation Facilities Capital Reserve Fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from taxation. (Recommended by the Select Board) Majority vote required.

*The Town created this Capital Reserve Fund in 1993 for the purpose of providing recreational facilities and equipment, such as the new playground equipment and pavilion at Little River Park.*

**ARTICLE 18**

To see if the Town will vote to discontinue completely that portion of Tibbetts Road that is in Lee. Tibbetts Road, a Class VI road, extends northerly from the northerly sideline of U.S. Route 4 (aka Concord Road) to the Barrington/Lee Town Line. (Recommended by the Select Board) Majority vote required.

*Tibbetts Rd. was laid out by the Town in 1854. The road was discontinued, subject to gates and bars, in 1975. The road bisects land (Map 4 Lot 2-1) currently owned by the University System of New Hampshire (USNH), which has requested that the road be discontinued completely. A Class VI road is defined as a local highway that has been discontinued subject to gates and bars and all highways that have not been maintained and repaired by the town in suitable condition for travel for five successive years or more. According to Lee's Highway Supervisor, this road has not been maintained nor used as a road for at least sixty (60) years. USNH's property is in the Town's commercial zone. USNH has provided the following information:*

*"After occupying the property and buildings at 25 Concord Road for more than 40 years, the University System of New Hampshire (USNH) moved its administrative offices to East Concord. In the summer of 2015, USNH began marketing the 16+ acres and buildings for sale to the general public with the expectation that they would be purchased by one or more private parties and, as a result, begin providing property tax revenue to the Town of Lee. On reviewing the title, USNH found there is a Class 6 road bisecting the property, called Tibbetts Road. The road had not been used during the time USNH owned the property and, by appearance, for a long time prior as well. USNH was advised to seek discontinuance of Tibbetts Road in order to make the property more appealing to a broad range of potential buyers and is doing so only to enable transfer of the property back to private ownership."*

**Information regarding the discussion and vote on Warrant Article 18 at the January 30<sup>th</sup> Deliberative Session:**

Although the Town Moderator received a majority vote from the Legislative Body not to move this Warrant Article forward to the ballot, it must appear on the ballot regardless. Under NH RSA 40:13 VI "(A)ll warrant articles shall be placed on the official ballot for a final vote, including warrant articles as amended by the first session." The Town Moderator and Town Clerk both confirmed this with the Secretary of State's Office after the Deliberative Session.

**TOWN OF LEE**  
**7 Mast Road**  
**Lee, New Hampshire**  
**03861**

**TOWN OF LEE**  
**VOTER INFORMATION GUIDE**

Prepared by the Office of the Select Board, Town Hall - 7 Mast Road, Lee, NH 03861 - 659-5414 - [www.leenh.org](http://www.leenh.org)

**TOWN ELECTION/BALLOT SESSION**

**Tuesday, March 8<sup>th</sup>**

Public Safety Complex, 20 George Bennett Road, Lee

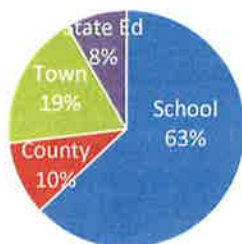
**Polls Open 7:00 am – 7:00 pm**

This Voters' Guide is distributed to help Lee citizens prepare for the Official Ballot Voting (SB2) by providing information to enable you to make informed decisions prior to entering the voting booth. The Guide contains all of the Warrant Articles as amended at the Deliberative Session on January 30th, along with brief, explanatory notes. You can bring this Guide with you on Election Day.

If you have questions or need additional information, please feel free to contact the Selectmen's Office at 659-5414. If you have questions about voting eligibility or absentee ballots, please contact the Town Clerks' Office at 659-2964.

**Sign up for the E-Crier, Lee's electronic newsletter, to receive weekly updates, calendar items, special events, election results, etc. Just go to [www.leenh.org](http://www.leenh.org) and click on "Subscribe to E-Alerts"**

**2015 Tax Rate**  
**\$29.25**



**2015 DRA Estimated Revenues (Other than General Taxation)**

Motor Vehicle Permit Fees	\$690,000	All Other Sources *	71,720
Meals & Rooms Tax Distribution	\$208,415	Other Miscellaneous Revenue	45,000
From Capital Reserve Funds	\$490,000	From Capital Project Funds	0
Income from Departments	\$95,000	Other Licenses, Permits & Fees	53,000
Highway Block Grant	\$107,391	From Trust & Fiduciary Funds	20,000
Interest & Penalties on Delinquent Taxes	\$100,000	<b>TOTAL</b>	<b>1,880,526</b>

\* Land Use Change Tax, Yield Tax, Pay In Lieu of Taxes, RR Tax, Investment interest, Special Revenue Funds, and From Other Governments



**The entire Fiscal Year 2015 Financial Audit Report  
can be found on the Town's website:**

**[http://www.leenh.org/Pages/LeeNH\\_News/02314F26-000F8513](http://www.leenh.org/Pages/LeeNH_News/02314F26-000F8513)**

**A bound copy is also available for review at Town Hall, 7 Mast Road**



Edward T. Perry, CPA

James A. Sojka, CPA

Sheryl A. Pratt, CPA\*

Michael J. Campo, CPA\*

Donna M. LaClair, CPA\*\*

Ashley J. Miller, CPA

Tyler A. Paine, CPA

Kyle G. Gingras, CPA

Susan E. Gauthier, CPA

February 1, 2016

To the Members of the Board of Selectmen  
Town of Lee  
7 Mast Road  
Lee, NH 03861

Dear Members of the Board:

We have audited the financial statements of the governmental activities, major fund, and aggregate remaining fund information of the Town of Lee for the year ended June 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 23, 2015. Professional standards also require that we communicate to you the following information related to our audit.

### Significant Audit Findings

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town of Lee are described in Note 1 to the financial statements. As described in Note 1-Q to the financial statements, the Town of Lee changed accounting policies related to net pension liability and related deferred outflow of resources and deferred inflow of resources, by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 68, *Accounting and Financial Reporting for Pensions* and as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*, in the fiscal year ended June 30, 2015. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Governmental Activities. We noted no transactions entered into by the Town of Lee during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the governmental activities financial statements were:

Management's estimate of the capital assets useful lives is based on historical information and industry guidance. We evaluated the key factors and assumptions used to develop the useful lives of the capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pensions are based on assumptions of future events, such as employment, mortality, and estimates of the value of reported amounts. We evaluated the key factors and assumptions used to develop the net pension liability, deferred inflows and deferred outflows of resources related to pensions in determining that they are reasonable in relation to the financial statements as taken as a whole.

**PLODZIK & SANDERSON**  
*Professional Association / Accountants & Auditors*

The most sensitive estimate affecting the governmental fund financial statements was:

Management's estimate of the allowance for uncollectible taxes is based on historical data and information known concerning the assessment appeals. We evaluated the key factors and assumptions used to develop the allowance for uncollectible taxes in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated February 1, 2016.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Town of Lee's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Town of Lee's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### *Other Postemployment Benefits (GASB No. 45)*

The Town's financial statements do not comply with the requirements of GASB Statement No. 45 dealing with the financial reporting for other postemployment benefit (OPEB) plans. We recommend that the Board of Selectmen take steps to come into compliance with the pronouncement.

#### *Tax Collector Office*

When performing the audit fieldwork of the Tax Collector's records, members of the engagement team noted the following conditions:

- Deposits were taken from the office overnight and deposited the following day.
- Deposits were comingled with the deposits of another entity in the same deposit bank. Deposits were in the same bag as deposits from the other entity, as admitted by the Tax Collector.
- A resident was in the Tax Collector's locked office with the door wide open during hours of operation.





We recommend that the internal controls over the Tax Collector be reviewed and revised as deemed appropriate address the above noted conditions, which should include:

- If deposits cannot be taken directly to the bank, they should be locked in the safe until such time that someone can take the deposit directly to the bank.
- Do no comingle deposits of the Town with other entities.
- Access to the Tax Collector office should be limited to authorized personnel, such as the Tax Collector and Deputy Tax Collector.

Other Matters

**Implementation of New GASB Pronouncements**

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial presentations. Management has not currently determined what, if any, impact implementation of the following statements may have on the financial statements:

**GASB Statement No. 72, *Fair Value Measurement, and Application***, issued in February 2015, will be effective for the School District beginning with its fiscal year ending June 30, 2016. The guidance contained in this statement addresses accounting and financial reporting issues related to fair value measurements.

**GASB Statement No. 73, *Accounting, and Financial Reporting for Pensions and Related Assets that are not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68***, issued in June 2015, will be effective for the School District beginning with its fiscal year ending June 30, 2016. This statement improves the usefulness of information about pensions included in the general purpose external financial reports.

**GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plan Other than Pension Plans***, issued in June 2015, will be effective for the School District beginning with its fiscal year ending June 30, 2017. This Statement improves the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB).

**GASB Statement No. 75, *Accounting, and Financial Reporting for Postemployment Benefits Other than Pensions***, issued in June 2015, will be effective for the School District beginning with its fiscal year ending June 30, 2018. This Statement improves the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB). This statement replaces the requirements of Statements No. 45 and No. 57.

**GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments***, issued in August 2015, will be effective for the School District beginning with its fiscal year ending June 30, 2017. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP. This Statement supersedes Statement No. 55.

We applied certain limited procedures to the Schedule of the Town's Proportionate Share of Net Pension Liability and the Schedule of Town Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining and Individual Fund Schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



Restriction on Use

This information is intended solely for the use of the Board of Selectmen and management of the Town of Lee and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

*Plodzik & Sanderson*

PLODZIK & SANDERSON  
Professional Association







The entire **Comcast Franchise Agreement** can be found on the Town Website:

Leenh.org → Forms & Documents → Town Administrator → Comcast Franchise Agreement  
([http://www.leenh.org/Pages/LeeNH\\_WebDocs/Lee\\_%20Renewal%20Franchise\\_2011%200502.pdf](http://www.leenh.org/Pages/LeeNH_WebDocs/Lee_%20Renewal%20Franchise_2011%200502.pdf))

A bound copy is also available for review at Town Hall 7 Mast Road

(Assigned by Municipality)

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

YR TOWN OP#

For Tax Year April 1, 15 to March 31, 16

Grid for Year, Town, and OP# with a 'T' in a box.

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

- 1. Town/City of: LEE
2. Tax Map/Block/Lot or USFS Sale Name & Unit No. MAP 1 LOT 7-25
3. Intent Type: Original [ ] Supplemental [x]
4. Name of Access Road: HAYES RD.
5a. Acreage of Lot: 40 Acreage of Cut: 25
5b. Anticipated Start Date: 2-1-16
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Joint Tenants) [x]
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 / CERTIFICATE TO BE SENT TO:

OWNER [ ] OR LOGGER / FORESTER [x]
BY MAIL [ ] OR E-MAIL [x]

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
Questions?? Call (603) 230-5950

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

MICHAEL DERBY

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

MAPLE HEIGHTS REALTY LLC

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

149 EPPING ROAD SUITE 2A

MAILING ADDRESS

Exeter NH 03833
CITY OR TOWN STATE ZIPCODE

E-MAIL ADDRESS

HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:

- 1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received.
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Table with columns: Species, Estimated Amount To Be Cut (Tons, Cords). Rows include White Pine (25 MBF), Hemlock (MBF), Red Pine (MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (1 MBF), Oak (20 MBF), Ash (1 MBF), Beech & Soft Maple (2 MBF), Pallet or Tie Logs (5 MBF), Other (Specify) (MBF), Pulpwood (Tons, Cords), Spruce & Fir, Hardwood & Aspen, Pine (200), Hemlock, Whole Tree Chips (300), Miscellaneous, High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (50 Cords).

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

Table with columns: 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.

SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

R. Stephen Leighton

1-16-16

R. STEPHEN LEIGHTON
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

P.O. Box 75
MAILING ADDRESS

Central Stratford N.H. 03815
CITY OR TOWN STATE ZIPCODE

6032353255 LEIGHTONINC@AOL.COM
PHONE NUMBER E-MAIL ADDRESS

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

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

RSA 79:10 See instructions on back.

YR TOWN OP# [ ] - [ ] - [ ] - [ ] T

For Tax Year April 1, 20 15 to March 31, 20 16

PLEASE TYPE OR PRINT

- 1 City/Town of Lee
2 Tax Map No./Lot or USFS sale name & unit #: Map 20 Lot 12
3 Is this intent an: Original [X] Supplemental [ ] Orig. Oper. #
4 Name of road from which accessible: Rt 152
5 a Acreage of lot: 133 Acreage of cut: 40
b Anticipated start date: Feb. 10
6 Type of ownership (check only one):
a Owner of Land and Stumpage [X]
b Previous owner retaining deeded timber rights [ ]
c Owner/Purchaser of stumpage & timber rights on public lands [ ]

Report of Cut Form/Certificate to be sent to:

OWNER [ ] LOGGER/FORESTER [X]

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.

Timber Tax Information is Available at www.revenue.nh.gov Questions?? Call (603) 271-2687

A [Signature] DATE 3 Feb 16
B [Signature] DATE
C CORPORATE OFFICER NAME AND TITLE

PRINT OWNER(S) NAME
MAILING ADDRESS
CITY/TOWN STATE ZIP CODE

Tele. No.: ( )

FOR ASSESSING OFFICIALS ONLY

The selectmen/assessing officials hereby certify that:

- 1 All owners of record have signed intent;
2 The land is not under the Current Use-unproductive category;
3 The form is complete and accurate; and
4 Any timber tax bond required has been received.

Enter Amount of Timber Tax Bond Required and Date Posted:

\$ Date

- 5 The tax collector will be notified within 30 days of receipt per RSA 79:10;
6 This form to be forwarded to DRA within 30 days.

8 Description Of Wood Or Timber To Be Cut

Table with 3 columns: Species, Estimated Amount To Be Cut, and MBF. Rows include White Pine (150), Hemlock (25), Red Pine, Spruce & Fir, Hard Maple (5), White Birch, Yellow Birch (5), Oak (15), Ash, Beech & Soft Maple (10), Pallet or Tie Logs (85), Others (Specify).

Table for Pulpwood: Species, Tons, or, Cords. Rows include Spruce & Fir, Hardwood & Aspen (500), Pine, Hemlock (200), Whole Tree Chips (1200).

Miscellaneous: Birch Bolts (Cords), Cordwood & Fuelwood (Cords)

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

Table with 2 columns: 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.

[Signature] DATE 2/3/16

Brett K. Barton 603 396-3804

279 Province Rd. MAILING ADDRESS

Barnstead NH 03218 CITY/TOWN STATE ZIP CODE

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**

RSA 79:10

GENERAL INSTRUCTIONS

<b>WHO MUST FILE</b>	The owner shall complete the Notice of Intent to Cut Wood or Timber (Intent), Form PA-7, and shall file the form with the municipality (town, city or unincorporated place) where the property is located.
<b>WHEN TO FILE</b>	The Notice shall be to the assessing officials at the beginning of each tax year or prior to commencing each cutting operation. Cutting cannot take place until the form is signed by the assessing officials and has been posted on the job site.
<b>WHERE TO FILE</b>	Return the form to the municipality to obtain signatures of the assessing officials in the space provided and the required assigned number on the Notice of Intent to Cut Wood or Timber. You may need to post a Timber Tax Bond, see below. All copies must be signed by the assessing officials before distribution. <b>DISTRIBUTION: WHITE COPY - MUNICIPALITY, YELLOW AND PINK COPY - NHDRA, GREEN COPY - LOGGER AND GOLD COPY - OWNER.</b>
<b>WHO MUST PAY</b>	After the Report is filed the municipality will issue a tax bill to the owner and payment shall be remitted directly to the municipality. The Timber Tax is a 10% tax on the stumpage value at the time of cutting.
<b>REPORT &amp; CERTIFICATE</b>	Once signed, the proper copies shall be forwarded by the municipality to the owner and to the New Hampshire Department of Revenue Administration (NHDRA). After the copies of the Notice of Intent have been received by the Department, a Report of Wood or Timber Cut, Form PA-8, and a Certificate will be issued by the Department. The Certificate should be posted in a conspicuous place within the area of the cutting.
<b>EXEMPTIONS</b>	<b>RSA 79:1, II, (b) The following persons shall not be required to file an Intent to Cut or be subject to the Timber Tax:</b> (1) A person who cuts, within the tax year, up to 10,000 board feet of logs from his own land for use in the construction, reconstruction, or alteration of his own buildings, structures, or fences situated in the state of New Hampshire; provided that such buildings are not being built for sale purposes; (2) A person who cuts or causes to be cut, within the tax year, up to 20 cords of fuel wood for his own consumption in the state of New Hampshire for domestic fuel purposes, or any amount for the manufacture of maple sugar or syrup; (3) Federal government, state government, cities, towns, school districts, or other political subdivisions which cut wood or timber for their own use, on lands under their ownership or jurisdiction or both. (4) Persons engaged in the clearing or maintaining of rights-of-way or water storage reservoir areas incidental to the furnishing of utility services or transportation services to the public; provided, however, that when the person clearing or causing the clearing of said right-of-way sells or agrees to sell the wood or timber, he shall be deemed to be an "owner" as defined in subparagraph (a) above. (5) A person who cuts or causes to be cut, within the tax year, up to 10,000 board feet of logs and 20 cords of wood or the equivalent in whole tree chips, from the person's own land within a municipality, for land conversion purposes other than timber growing and forest uses, provided that those persons intending to convert the use of the land have secured all required permits including, but not limited to, building permits, subdivision or zoning permits, excavation permits, or site plan approvals, as necessary for the use to which the land will be converted, and are able to furnish proof of such permits. <b>RSA 79:2 Release From Taxes.</b> (6) All growing wood and timber except fruit trees, sugar orchards, nursery stock, Christmas trees, and trees maintained only for shade or ornamental purposes or for genetically-engineered short rotation tree fiber, which shall not be subject to the yield tax, shall be released from the general property tax and the school tax in unincorporated places provided for in RSA 198:16, but the land on which such growing wood and timber stands shall be assessed.
<b>TIMBER TAX BOND</b>	Owners of land within the municipality where the cutting is to take place and that are current on property taxes and timber taxes are not required to post a timber tax bond. All others must post a Timber Tax Bond before the Notice of Intent to Cut Wood or Timber is signed. Timber Tax Bonds are equal to the expected timber tax.
<b>NEED HELP</b>	Call the Department's, Property Appraisal Division, at (603) 271-2687. Hearing or speech impaired individuals may call TDD Access: Relay NH 1-800-735-2964.
<b>NEED FORMS</b>	Forms may be obtained from the New Hampshire Department of Revenue Administration at PO Box 487, Concord, NH 03302-0487 or by calling (603) 271-2687.
<b>TDD ACCESS</b>	Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department. TDD Access: Relay NH 1-800-735-2964.

LINE-BY-LINE INSTRUCTIONS

<b>LINE 1</b>	Enter the name of the New Hampshire municipality where the cut is to take place.
<b>LINE 2</b>	Enter the municipality assigned tax map and lot number or the US Forest Service Sales sale name and unit number.
<b>LINE 3</b>	Indicate if the notice of Intent is an original or supplemental. Original means the first filing in a tax year. Supplemental means an additional filing to make corrections or additions to information contained on the original form. If this is a supplemental, enter the original operation number as previously assigned by the municipality.
<b>LINE 4</b>	Enter the name of the road from which the cutting will be accessible.
<b>LINE 5</b>	Enter the total number of acres in the lot, the number of acres you are working on, and the anticipated start date of the cutting.
<b>LINE 6</b>	Check the box to indicate whether you are the owner of land and stumpage, previous owner retaining previously deeded timber rights, or owner of stumpage & timber rights on public land or a utility easement. Check the box indicating if the Report and Certificate should be sent to the Owner(s) or Logger/Forester.
<b>LINE 7</b>	The form must be signed and dated by all owners of the property. Clearly print the complete name(s), mailing address and telephone number of the Owner(s).
<b>LINE 8</b>	Enter the estimated amount of timber to be cut by thousand board feet (MBF), tons or cords under the proper heading by species. The cutting should take place during the tax year April 1 to March 31. <b>Before</b> exceeding the original estimate, a supplemental Notice of Intent to Cut must be filed for additional volumes of timber.
<b>LINE 9</b>	Enter the species of any amounts not included on lines 8 you are claiming an exemption for and the amount of the cut in the space provided. [See exemptions numbered (1) through (6) above.]
<b>LINE 10</b>	The form must be signed and dated by the Logger/Forester or person responsible for the cutting who accepts responsibility for verifying the volumes of wood to be reported by the Owner. The person signing should be familiar with RSA 227-J, the timber harvest laws. Clearly print the name, complete mailing address and telephone number of the Logger/Forester or person responsible for cutting.