

SELECT BOARD MEETING AGENDA

DATE: Monday, September 12, 2016 at 6:30 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 meeting to Order – 6:30 pm
2. Public Comment
3. Committee and Commission Chairs – Discussion with Select Board on Town Buildings
Discuss building a new municipal office building at Stevens Field and the future of other Town Buildings.
4. Randy Stevens, Highway Supervisor – Update on LRP Walking Bridge, Parking Lot Expansion & Potable Water
5. Tom Dronsfield, Police Chief – STEP Grant Acceptance
Request approval for the NH Highway Safety STEP Grant for 87 hours of Radar Speed Enforcement. Said grant not to exceed \$8,881.50 and to authorize up to \$2220.38 in Police Department in kind services and allowable expenses.
6. Julie Glover, Town Administrator
 - a. Town-wide Revaluation - Update
 - b. Allocation of FY17 Salary Pool
 - c. NHMA Policy Proposals FINAL
 - d. Internal Controls Questionnaire - Vachon
 - e. Sale of 2005 Chevy – approve bid
 - f. Flu Clinic
 - g. Miscellaneous
7. Motion to accept the Consent Agenda as presented:

SIGNATURES REQUIRED

Raffle & Tag Sale Permit
Facilities Committee Application
People's United Bank Documents
PA-28 DRA

INFORMATION ONLY

FY17 Highway Block Grant Aid
King Challenge Annual Charity Bike Ride

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

8. Motion to accept the Public and Non-Public Meeting Minutes from August 29, 2016.
9. Motion to accept Manifest #5 and Weeks Payroll Ending September 11, 2016.
10. Miscellaneous/Unfinished Business
11. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on September 9, 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

Office Use Only
Meeting Date: 9/12/16
date.
Agenda Item No. 4
Click here to enter
number.

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/12/2016

Agenda Item Title: Little River Park

Requested By: Randy Stevens

Date: 9/8/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: Update/follow up reference the Walking Bridge Repair- Possible Parking Lot Expansion – and Water Test/Potable Water at LRP

Financial Details: Unknown

Legal Authority NH RSA 41:8; 41:11-a

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion:

HOW TO INTERPRET YOUR WATER TEST

The EPA sets water quality standards that public drinking water supplies must meet. Private wells are not regulated, but the EPA standards are widely 'recommended'. There are primary standards, which are related to health, and secondary standards, which pertain to aesthetic qualities of the water, like taste or staining characteristics.

The general quality of your water can be determined by comparing YOUR WATER'S VALUE to the recommended value in your report. If your water's value exceeds the recommended concentration, you might consider ways to filter or clean up the water. Since we do not offer or recommend water filter installation, we are providing you with the following information so that you can make an informed decision regarding the possible use of a water filter. If you decide to install a water filter, it is important for you to know that no filter will continue to work indefinitely. Every filter has a useful lifetime, and every filter needs to be replaced or regenerated occasionally, depending on the amount and frequency of your water use, and on the particular contaminant and filtering system.

FLUORIDE - Fluoride occurs naturally in local bedrock wells. It is beneficial at lower concentrations, but it is a health concern at higher concentrations. The current standards are 2.0 mg/L (secondary standard), and 4.0 mg/L (primary standard). The reported levels are:

- 0.5 to 1.5 mg/L - some benefit exists
- over 2.0 mg/L - tooth enamel staining possible
- over 4.0 mg/L - skeletal fluorosis possible

Call your doctor or dentist for more information.

CHLORIDE - Chloride is present in most waters, and is not considered harmful at concentrations up to 250 mg/L. Higher concentrations occur naturally along the seacoast, or may indicate road salt use. Since sodium chloride is a major component of sewage, high chloride may indicate sewage contamination. High chloride is harmful to metal pipes, and may indicate an unhealthy level of salt for people on low salt diets.

NITRATE and NITRITE - Nitrate is considered unhealthy because of its conversion in the body to nitrite. Nitrite causes methemoglobinemia (blue baby syndrome), a serious condition harmful to infants and to women during pregnancy. Nitrite can react under acidic conditions to form nitrosamines, which are known carcinogens. Both nitrate and nitrite are found in sewage and wastes from humans and farm animals. Nitrate is a component of fertilizer, so agricultural run-off may be responsible for elevated nitrate levels in your water.

TOTAL COLIFORM BACTERIA - We test for coliform bacteria to see if surface water is getting (or has gotten) into your well. Coliform bacteria themselves are not necessarily bad for your health, but many other things on the surface might be. Coliform presence in your well water INDICATES that surface water is getting (or has gotten) into the well, and this may indicate that harmful substances from the surface are also present. Coliform bacteria live all over the surface of the earth, but do not naturally live down in the underground water that your well draws from. Rain water trickles through the ground carrying contaminants from the surface with it. Coliform bacteria and most contaminants are filtered out of the water naturally by the dirt and rocks underground. This natural filtration removes the coliform bacteria and produces the cleaner water in the bedrock that you drill into for your well. When a well is drilled, casing should be inserted all the way down into the bedrock, and after your house pipes are all connected, the well should be bleached to disinfect the system. From this point on, as long as there is no surface water getting into your well, you should not have coliform bacteria present in your water.

E.coli BACTERIA - E. coli bacteria are a subset of coliform bacteria. They are present in the intestines (and feces) of warm blooded animals (including humans). Their presence in your drinking water indicates fecal contamination, and possibly the presence of disease causing organisms.

SODIUM - Sodium is naturally present in nearly all waters. Water near the seacoast, or water softened with sodium-form water softeners usually have higher concentrations. High sodium may also indicate contamination from human or animal waste disposal, or from landfill leachate.

HARDNESS - Water hardness results from the presence of certain metals, usually calcium and magnesium. Water hardness is reported as 'calcium carbonate'. General values are:

Soft	0-50 mg/L
Slightly Hard	50-100 mg/L
Hard	100-150 mg/L
Very Hard	Greater than 150 mg/L

Hard water is not known to be unhealthy, but it is aesthetically unpleasing. A soap scum can appear on tubs and showers, and a filmy substance may develop in your toilet. You may also notice it takes a lot of soap to work up a lather. Although some 'scale' formation in pipes is beneficial as a protective coating, too much scaling will cause an undesirable build-up inside your pipes and fixtures (including your water heater). Water softeners are used to remove excess hardness from your water.

pH - pH is a measure of the acidic or basic character of your water. A pH value below 7.0 is acidic and above 7.0 is basic. Acidic water is corrosive to metal pipes and may impart a metallic taste to the water. Slightly basic water usually indicates the presence of naturally occurring carbonates and bicarbonates.

IRON - Iron can stain laundry and porcelain a reddish or orange color and may add a bitter or astringent taste to the water. Water softeners are used to remove iron from your water.

MANGANESE - Manganese can stain laundry and porcelain a blackish or grayish color and may add an unpleasant taste to the water. There is also a characteristic medicinal (Band-Aid or iodine) odor to manganese. Water softeners are used to remove manganese from your water.

LEAD & COPPER - The presence of lead and copper in your water generally indicates that you have corrosive water. There is rarely any significant amounts of lead or copper in well water, but corrosive water will dissolve lead from solder, and copper from pipes. Corrosive water is common in New England, and is usually indicated by water test results showing you have soft acidic water. Bluish green stains in sinks or showers indicate copper dissolving from your pipes. Copper can stain clothing, fixtures, and hair, and adds a metallic taste to your water. You cannot taste lead which has leached into your water, even at high concentrations. Lead builds up in your body and can damage the brain, red blood cells, and kidneys. The greatest risk is to young children and to women during pregnancy. Corrosivity in your water can be reduced through the installation of an acid neutralizer system. Flushing your water until it gets cold (usually less than 1 minute) will greatly reduce any lead and copper content, and lessen health effects.

ARSENIC - Arsenic deposits occur naturally in New England wells. Arsenic dissolves into well water from these natural deposits. Arsenic can also contaminate your drinking water from past human activity. Orchard spraying, coal ash disposal, and industrial discharge are three such activities. Currently about 90% of industrial arsenic is used in wood preservative, but it is also used in paints, dyes, metals, drugs, and soaps.

Studies have linked long-term exposure to arsenic in drinking water to cancer, and to cardiovascular, pulmonary, immunological, neurological, and endocrine effects. Reverse osmosis and activated alumina are two filtration methods known to effectively remove arsenic. Oxidation-type iron and manganese removal filters may also be effective. Only drinking and cooking water needs to be treated.

SEACOAST ANALYTICAL SERVICES

Route 125 & Pinkham Road
Lee, New Hampshire
603 868 1457

(Mail to: PO Box 555, Barrington, NH 03825)



WATER TEST RESULTS

Date: September 6, 2016

Reference #: S09026D

Client: Town of Lee

Water location: Little River Park
28 North River Road
Lee, NH

Test Method	ANALYTE (mg/L) = milligrams per liter	EPA recommended concentration	YOUR WATER'S VALUE	Exceeds Primary Standard
COLILERT	Total Coliform Bacteria	absent	absent	-
COLILERT	<u>E. Coli</u> Bacteria	absent	absent	-

THE TESTED PARAMETERS MEET FEDERAL PRIMARY DRINKING WATER STANDARDS. Analytes which exceed the recommended concentration or range are indicated with an X above. This report relates only to the sample received.

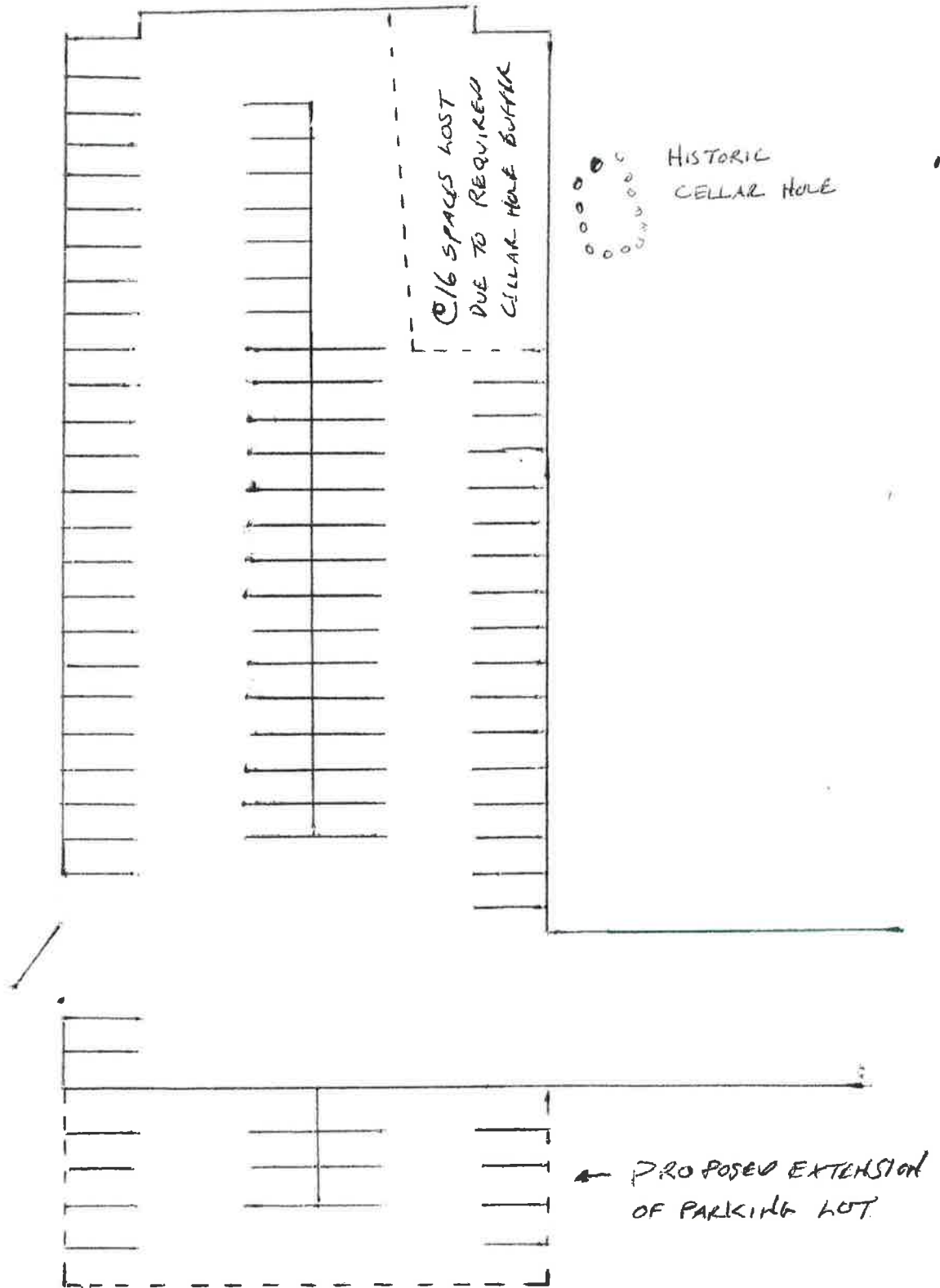
<http://des.nh.gov/organization/commissioner/pip/index.htm>
is the NHDES website where you can get information about water contaminants. Scroll down to 'Publications', and choose 'Fact Sheets', then Drinking Water/Ground Water.
Date/time sampled: 09/02/16 10:25
COLILERT analysis: 09/02/16 12:30
Date rec'd: 09/02/16
Temp (°C) rec'd: 20

SEACOAST ANALYTICAL SERVICES is a NHELAP Accredited Laboratory (# 1733) for the analysis of fluoride, chloride, nitrite-N, nitrate-N, pH, sodium, calcium, magnesium, total hardness, iron, manganese, lead, arsenic, copper, total coliform bacteria and E. coli bacteria by Colilert and Colisure. This sample was received and analyzed in compliance with the National Environmental Laboratory Accreditation Conference (NELAC) requirements unless noted. Please call with questions regarding this analysis, or anytime that we might be of service.

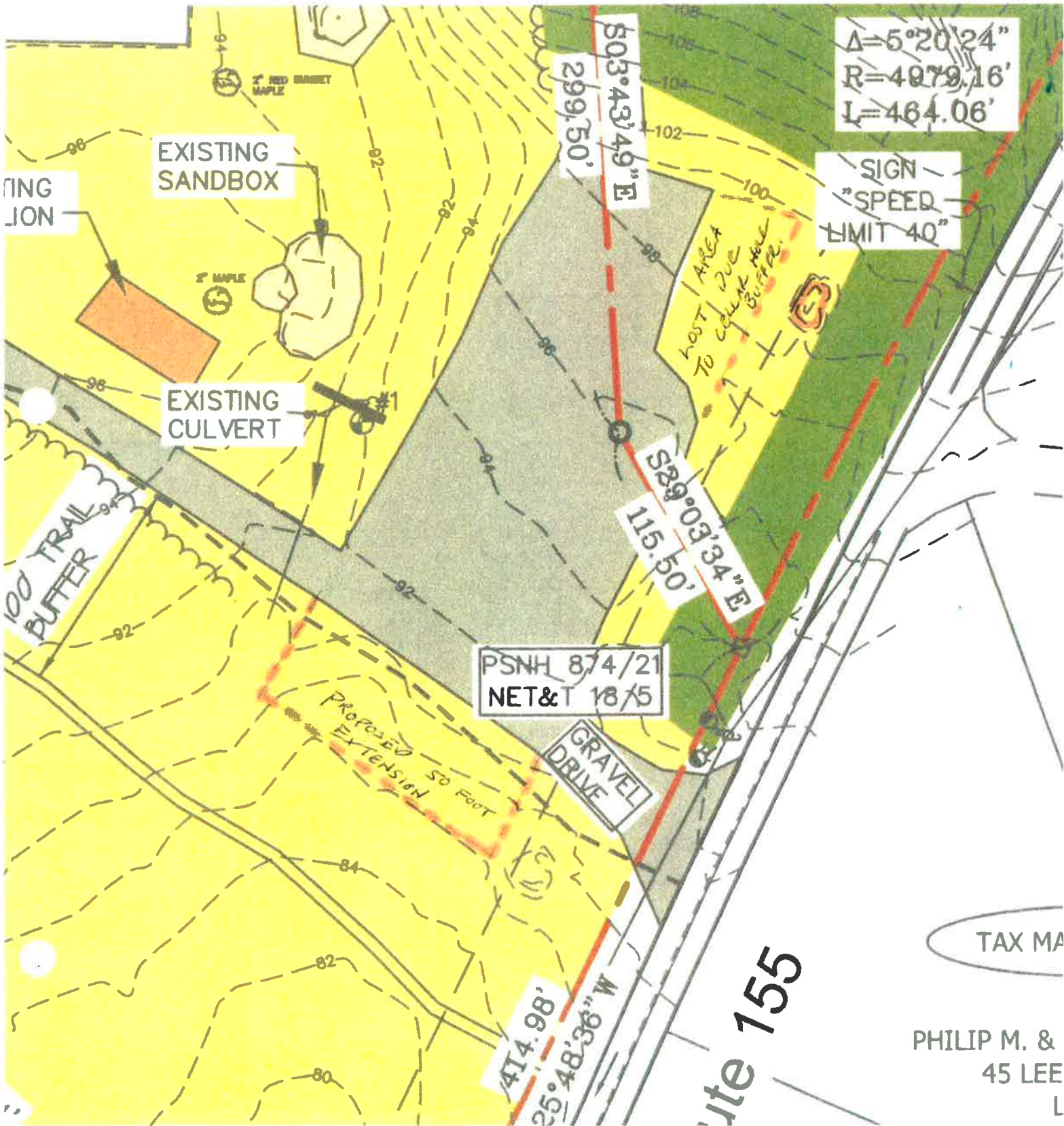
THIS REPORT IS CONFIDENTIAL. IF YOU RECEIVE THIS INFORMATION IN ERROR, PLEASE CALL 603-868-1457.

Seacoast Analytical Services - TRUE COPY
Katy Anderson, Technical Director

PARKING LOT LITTLE RIVER PARK



PROPOSED EXTENSION TO LITTLE RIVER PARK
 PARKING LOT 8/22/2016



Log 9-14-08
RECEIVED JUN 17 2008

Land & Water Conservation Fund

GRANT REVIEW PROCESS FOR

Division of Historical Resources



Date: April 17, 2008

ATTN: Edna Feighner

The Division of Parks and Recreation presents the Land and Water Conservation Fund (LWCF) project: Town of Lee's Hiking Trails at Little River Park project. Please see the attached project narrative, Concept Proposal & Plan, USGS maps, and other historical and file documents.

Reviewer's response is as follows:

- Concurrence: Proceed with program/project as described.
- Concurrence with conditions (see comments below).
- Does not concur (see comments below).

Comments: as long as buffer of 50' provided for cellar hole located in wooded area

Edna Feighner _____
 Reviewer's Signature Date

Edna Feighner _____
 Name Title

For more information, please contact: Gail A. Wolek, Deputy Director
 DRED Division of Parks and Recreation
 172 Pembroke Rd/PO Box 1856
 Concord, NH 03302-1856
 271-3556 or gwolek@dred.state.nh.us

Town of Lee, New Hampshire
Board of Selectmen
7 Mast Road
Lee, New Hampshire 03861-6555
Telephone 603 659-5414
Fax 603 659-7202

September 5, 2008

NH Division of Historical Resources
Attn: Edna Feighner
172 Pembroke Rd
PO Box 1856
Concord, NH 03301-1856

Re: Little River Park
Cellar Hole/LWCF Project

Dear Edna;

Thank you for taking the time out of your schedule to come to Lee to walk the site of the deceleration lane in proximity to the cellar hole.

This letter will serve to confirm your conversation with Frank W. Reinhold, Jr., Selectman. As agreed the town will leave the site as is. A sign will be placed in the area of the site indicating; "Per order of the Board of Selectmen no one is allowed in the area". The State will also place a sign in the cellar hole stating "Per RSA_____ no digging is allowed". Additionally, it is understood that a 50 foot setback will be established around the cellar hole with the exception of the main highway side (Rt. 155) in which a deceleration lane will infringe on the setback approximately 15 feet. It is understood that the deceleration lane for entrance to the park meet with state requirements, satisfies the protection of the cellar hole, and meets with both the spirit and intent on the easement and other historical/archeological concerns.

I have notified our Recreation Commission, Heritage Commission and Conservation Commission of the results of your findings. The Chairperson of the Recreation Commission was very happy this has been resolved and they can proceed accordingly.

As volunteers helping the town, our commissions work diligently to always have the best interest of the town as their first priority. Resolving this matter will now allow them to bring the dream of a future Babe Ruth size ball field/Recreation Area come to fruition.

Sincerely,

W. James Griswold
Chairman

Frank W. Reinhold, Jr.

John R. LaCourse, PH.D

BOARD OF SELECTMEN



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

Office Use Only

Meeting Date: 9/12/14
Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/6/2016

Agenda Item Title: Grant acceptance

Requested By: Chief Tom Dronsfield Date: 9/12/2016

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield

Description: Step Grant from NH Highway Safety for 87 hours of Radar Speed Enforcement

Financial Details: Grant amount not to exceed \$8,881.50; Town match \$2,220.38 (in kind services and gas for the cruisers.)

Legal Authority: NH RSA 31:95-b

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the NH Highway Safety STEP Grant in an amount not to exceed \$8,881.50 and to authorize up to \$2,220.38 in Police Department in kind services and allowable expenses.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

Project Title: Lee STEP

Project #: 315-17A-008

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 109A Concord, NH 03305	
1.3. Subrecipient Name Lee Police Department		1.4. Subrecipient Address 20 George Bennett Road Lee, NH 03861	
Chief's Email Address: tdronsfield@leenhpolice.org		Grant Contact Email: restee@leenhpolice.org	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town		1.4.2 DUNS 103942798	
1.5. Subrecipient Phone # 603-659-5866	1.6. Effective Date October 1, 2016	1.7. Completion Date September 30, 2017	1.8. Grant Limitation \$8,881.50
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 603-271-2197	
"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."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1 Scott Bugbee, Chairman of the Board of Selectmen	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2 John LaCourse, Selectman	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3 Cary Brown, Selectman	
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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) 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 of 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.

EXHIBIT A

Scope of Services

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$8,881.50 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	\$8,881.50	\$8,881.50			
b. Current Expenses					
c. Equipment					
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)	\$8,881.50	\$8,881.50			

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.

Grantee Initials _____ Date _____

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	\$8,881.50
b. Current Expenses	
c. Equipment	
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	\$8,881.50

Project Cost is 80% Federal Funds, 20% Applicant Share
Awarding Agency: Office of Highway Safety (OHS)
Project Title & Number: Lee STEP #315-17A-008
PSP & Task #: 17-03 PT 07
Funding Source: 402 Funds
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
In Kind Match: \$2,220.38

2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$8,881.50.

- 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 25% 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 15th for October-December (Quarter 1)
April 15th for January-March (Quarter 2)
July 15th for April-June (Quarter 3)
October 15th 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. 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. 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

Grantee Initials _____ Date _____

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 office of highway safety (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

Grantee Initials _____ Date _____

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

Grantee Initials _____ Date _____

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

Grantee Initials _____ Date _____

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.

Grantee Initials _____ Date _____

(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

Grantee Initials _____ Date _____

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

Grantee Initials _____ Date _____

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.

- **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.
 - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122): 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: _____

Exhibit C-1

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. In the absence of data regarding times of day, the STEP patrols should be conducted during commuter hours. DUI patrols can be worked between 1800-0300. However, it is recommended that at least 50% be from 2100-0300.
- DUI patrol shifts are encouraged to be 6 hours in length.
- STEP and Pedestrian/Bicycle patrols are encouraged to be 3-4 hours in length.
- Departments with DWI enforcement grants are strongly encouraged to conduct patrols during the two national *Drive Sober or Get Pulled Over* (DSGPO) Mobilizations (December 15, 2016-January 1, 2017 and August 18-September 3, 2017).
- Departments with STEP grants are required to conduct patrols during the “*Join the NH Clique*” which coincides with the national *Click It or Ticket* Mobilization (May 22-June 4, 2017) and *Border to Border Operation* (May 22, 2017), and Operation Safe Commute. See Operation Safe Commute dates below.
- Join the NH Clique must be conducted during daylight hours and it’s recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where children will be located.
- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state’s pedestrian/bicycle laws. Patrols will be conducted year round with a focus on the summer months primarily in downtown locations during the evening commuting hours.
- All departments with a STEP grant are required to participate in the *Operation Safe Commute* NH statewide effort (October 7, 2016, November 23, 2016, December 31, 2016, January 13, 2017, February 17, 2017, March 17, 2017, April 13, 2017, May 26, 2017, June 9, 2017, June 30, 2017, August 8, 2017, September, 2017).
- *Operation Safe Commute* patrols will consist of 3 or 4-hour shifts in either the morning or afternoon commute on the dates specified above.
- Officers funded during these enforcement grants 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 six-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. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Reimbursement form must be signed and dated by an (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.)
- 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.
- 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.



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

Office Use Only
Meeting Date: September 12, 2016
Agenda Item No. 6c

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/12/2016

Agenda Item Title: NHMA Policy Proposals

Requested By: NHMA **6/20/2016**

Contact Information: rrice@leenh.org

Presented By: Julie Glover, Town Administrator

Description: NHMA's 3 policy committees have made policy recommendations for the next NH Legislative Session. NHMA is asking each municipality's governing body to vote a position on the recommendations and floor proposals to provide direction to our voting delegate at the Conference.

Legal Authority NH RSA 41:8

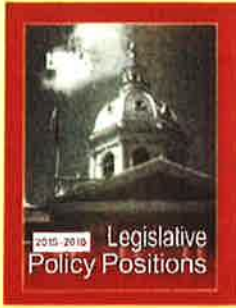
Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to make the follow recommendations with regards to the NHMA policy recommendations and floor proposals:

Accept all proposals as presented or

Accept all proposals as presented except for the following:



The Final Policy Recommendations for NHMA's legislative policy process that were sent to all members on June 20 contained two small but significant errors, which were discovered by a couple of alert local officials.

1) On page 6, recommendation no. 12 ("Charitable Definition and Mandated Property Tax Exemptions") should begin, "To see if NHMA will OPPOSE [not "support"] legislation that expands the definition of 'charitable'"

2) On page 11, recommendation no. 21 ("Current Use") should begin, "To see if NHMA will OPPOSE [not "support"] any legislative attempt to undermine the goals"

We apologize for the mistakes and any confusion they may have caused. The corrections have been made in the official document on our website, which is available [here](#).

2016 Annual Conference Exhibitor & Sponsor Kit Now Available!

Annual Conference Set for Wednesday, November 16 and Thursday, November 17

Conference Agenda and Attendee Registration Will Be Available in September

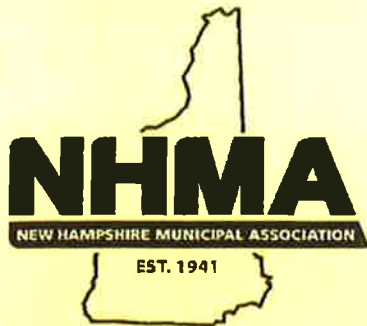


The NHMA Annual Conference is the largest yearly gathering of officials from New Hampshire local governments and, in recognition of our 75th anniversary, we plan to create a festive atmosphere along with the high quality programming always offered at the conference. The informative programming and our showcase of over 100 exhibitors draws more than 500 municipal officials to this two-day event.

[CLICK HERE](#) for the **2016 Sponsor & Exhibitor Kit** which sets forth the features of this year's conference and explains in detail the six sponsorship tiers, exhibitor opportunities and the benefits they include.

To celebrate our 75th Anniversary, NHMA will be hosting an **Anniversary Gala Celebration**, with dinner and entertainment, from 5:30 p.m. to 9:30 p.m., on Wednesday, November 16, right at The Radisson Hotel in Manchester. We anticipate municipal officials from across New Hampshire will be joining us to recognize this milestone event for NHMA. We hope you will join us for the Gala Celebration too.

NHMA Liaison Seeks Member Input on Proposed Rules before August 11th



Memorandum

TO: All NHMA Members

FROM: Judy Silva, Executive Director
Cordell A. Johnston, Government Affairs Counsel

DATE: June 20, 2016

RE: 2017-2018 Legislative Policy Process *Important Dates!*

FLOOR POLICIES DUE: August 12 ♦ **POLICY CONFERENCE: September 23**

The NHMA legislative policy process is moving forward! Enclosed with this memo is a copy of the policy recommendations made by NHMA's three policy committees. This document will also be posted on NHMA's website, www.nhmunicipal.org.

The policy recommendations are listed by committee: (1) General Administration and Governance; (2) Finance and Revenue; and (3) Infrastructure, Development, and Land Use. Each committee's recommendations are listed in order of priority, as "action," "priority," or "standing" policy recommendations. Also enclosed is a list of NHMA's Legislative Principles, which will be considered for re-adoption at the Legislative Policy Conference, along with the recommended policies.

We urge each municipality's governing body, prior to the Legislative Policy Conference, to vote a position on the recommendations and floor proposals (see reverse) to provide direction to your voting delegate at the Conference. Otherwise, your delegate is free to cast your municipality's vote as he or she chooses. For more information about the legislative policy process and the Policy Conference, please see the enclosed Questions and Answers document.

Floor Proposals

The deadline for submitting floor proposals is **Friday, August 12**. A floor proposal will be accepted only if it is ***approved by a majority vote of the governing body*** (Board of Selectmen, Aldermen, or Council) of the town or city submitting the proposal, is submitted in writing, and is received **no later than August 12**. We will mail all floor proposals to each municipality so there will be an opportunity to take a position on them before the Policy Conference. Floor proposals should be in the same format as proposals submitted to the policy committees.

A Floor Policy Proposal form has been included for your convenience, or you may find it on the NHMA website. (Go to www.nhmunicipal.org, click on "Advocacy," then "Policy-Setting Process," then "Download 2017-2018 Floor Policy Proposal Form.") To submit a floor proposal, please send it to NHMA, 25 Triangle Park Drive, Concord, NH 03301, fax it to 224-5406, or e-mail it to governmentaffairs@nhmunicipal.org.

Legislative Policy Conference

The 2017-2018 Legislative Policy Conference is scheduled for **Friday, September 23, 2016, at 9:00 a.m. at NHMA's office, 25 Triangle Park Drive in Concord**. We will include with the floor proposal mailing a card for each town or city to return indicating who has been appointed as the municipality's voting delegate.

Please call the Government Affairs Department at 800-852-3358, ext. 3408, if you have any questions.

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Final Policy Recommendations

General Administration and Governance

Action Policy Recommendations

1. Funding for the Police Standards and Training Council

To see if NHMA will SUPPORT the continued operation of the NH Police Academy and the high quality uniform training it provides for all law enforcement officers in the state, including municipal police officers, which aids in the delivery of quality policing services and interagency cooperation to the benefit of all citizens.

- a) **To see if NHMA will SUPPORT** the continued existence of the Police Standards and Training Council (PSTC), the compliance functions it performs, and its oversight of the operations of the NH Police Academy.
- b) **To see if NHMA will SUPPORT** continued funding at the state level for the Police Academy and the PSTC. Local law enforcement agencies produce considerable funds through fines and penalty assessment monies which accrue to the State and are used for State purposes. **To see if NHMA will OPPOSE** any increase in municipal costs for police officers to participate in the training, recognizing that municipalities now pay salary, benefits, and all employment-related costs for trainees while at the Academy, as well as provide staff and instructors at no cost to the Academy.
- c) **To see if NHMA will SUPPORT** the continued use of penalty assessment funds to support the PSTC and **OPPOSE** transferring the penalty assessment funds from PSTC to the general fund.
- d) **To see if NHMA will SUPPORT** separating PSTC operational expenses from capital expenses, and the funding of capital expenses through the State Capital Budget process.
- e) **To see if NHMA will SUPPORT** the development of a sustainable, predictable, and stable plan for funding the PSTC and the Academy at the State level which is sufficient to meet the funding needs and efficient in administration. **To see if NHMA will SUPPORT** funding to supplement the penalty assessment revenues from sources such as an insurance surcharge, an additional fee for accident reports, an increase in the state motor vehicle registration fee, provided such revenues are dedicated to the PSTC.
- f) **To see if NHMA will SUPPORT** working with the PSTC and the legislature to explore other funding sources to supplement revenues to ensure the future viability of the PSTC.

2. Consultation with Counsel Expansion Under RSA 91-A

To see if NHMA will SUPPORT legislation to amend RSA 91-A so that exempt consultation with legal counsel would also include discussions about written legal correspondence provided by legal counsel, without requiring the presence of counsel at the meeting.

3. Building Plans Under RSA Chapter 91-A

To see if NHMA will SUPPORT an amendment to RSA 91-A:5, IV to specifically add building plans/construction drawings contained within a building permit file and/or building plans/construction drawings submitted as part of a building permit application as an exempt record under the statute.

Priority Policy Recommendations

4. EMS Licensing Rules

To see if NHMA will SUPPORT changes to statute or administrative rules as they apply to licensing of providers of emergency medical services, requiring directors of licensed units to report to the Commissioner of Safety the status of licensed providers within their unit who are suspended or terminated for any reason, including any and all incidents which would be cause for revocation of a provider license as detailed in the administrative rules.

5. Electronic Poll Books

To see if NHMA will SUPPORT legislation that would enable the use of electronic poll-books for municipalities with funding coming from the HAVA funds made available to the NH Secretary of State by the United States Election Assistance Commission specifically for the purpose of improvement to the administration of federal elections in the State, as well as support legislative changes to statutes to make the use permissible under State laws.

6. Municipal Welfare Fraud Penalties

To see if NHMA will SUPPORT amending the local welfare statutes so that the so-called “welfare fraud” statutes (RSA 167:17-a through 17-c, currently applicable only to offenses against state assistance programs) will also apply to the same types of fraud offenses when committed against a municipal assistance program operated under RSA chapter 165.

7. Right to Know Costs and Specificity Required

To see if NHMA will SUPPORT amendments to RSA chapter 91-A allowing municipalities to recover the taxpayer costs of retrieving, reviewing and reproducing documents, including electronic documents, and clarifying the level of specificity required when requesting public records.

8. Official Ballot Budget Postings

To see if NHMA will SUPPORT the amending of RSA 40:13 to provide for the posting of a warrant and proposed budget for the first session of the annual town meeting (deliberative session) and a final warrant and proposed budget for the second session of the annual meeting (voting day); the final warrant and proposed budget to reflect any amendments or changes approved by the first session and to be posted as required within 14 days of the close of the first session of the annual meeting

9. Public Notice Requirements

To see if NHMA will SUPPORT legislation to amend all public notice requirements to allow the choice of electronic notification and/or newspaper print, as well as posting in public places, for official public legal notification.

10. Municipal Departments and MV Information

To see if NHMA will SUPPORT legislation to make it clear that municipalities may obtain information about motor vehicles registered to an individual for all governmental purposes such as verifying asset levels when the individual is applying for general assistance or asset-based tax relief and in order to determine the ownership of vehicles for official purposes.

Standing Policy Recommendations

11. Manner of Selecting Clerk in Charter Towns

To see if NHMA will support legislation allowing towns that have adopted a charter under RSA chapter 49-D to determine how the town will choose its town clerk.

12. Sewer and Storm Ordinance Violations

To see if NHMA will SUPPORT legislation which would allow municipalities to recover costs for sewer and storm water ordinance violation enforcement, to include legal expenses, investigative costs, and mitigation expenses.

13. Preservation of Municipal Immunity

To see if NHMA will OPPOSE legislation that weakens, reduces, or diminishes the immunity of municipal, school, or county governments for damages and claims resulting from recreation facilities and activities, operation of equipment and motor vehicles, maintenance of highways and sidewalks, acts committed by employees with firearms, or any other activities related to government operations where limited liability already exists.

14. Welfare Lien Priority

To see if NHMA will SUPPORT legislation to give liens for local welfare payments arising under RSA 165:28 a higher priority position, so that those liens fall immediately after the lien for the first mortgage.

15. Petition Signature Requirements

To see if NHMA will SUPPORT legislation amending RSA 39:3 to require that in towns with an official ballot referendum town meeting (SB2/RSA 40:13), petitioned warrant articles must be signed by not less than 2% of registered voters, but in no case fewer than 10 voters or more than 150 voters.

16. Long-Term Storage of Records

To see if NHMA will SUPPORT legislation modifying the requirement that municipal records retained for longer than ten years be transferred to paper, microfilm, or both.

17. Human Resources Record Retention

To see if NHMA will SUPPORT legislation that amends the record retention requirements for successful job applications and personnel records from 50 years after termination or retirement to 20 years after termination or retirement.

18. Consolidated Policy on Collective Bargaining Items

Evergreen Clause: To see if NHMA will **OPPOSE** legislation to enact a mandatory so-called "evergreen clause" for public employee collective bargaining agreements.

Binding Arbitration: To see if NHMA will **OPPOSE** mandatory binding arbitration as a mechanism to resolve impasses in municipal employee collective bargaining.

Right to Strike: To see if NHMA will **OPPOSE** a right to strike for public employees.

Mandated Employee Benefits: To see if NHMA will **OPPOSE** any proposals to mandate employee benefits, including any proposal to enhance retirement system benefits which may increase employer costs in future years, for current or future employees.

19. Contracted Services and Bargaining

To see if NHMA will **SUPPORT** legislation to give public employers greater flexibility to privatize or use contracted services.

20. Maintenance and Policing of State-Owned Property

To see if NHMA will **SUPPORT** legislation to enable municipalities to recover the expenses of policing state-owned land against all illegal activity (including public consumption of alcohol and littering), including the ability to receive reimbursement/compensation from individuals engaged in the illegal activity.

21. Supervisor of the Checklist Sessions

To see if NHMA will **SUPPORT** legislation to reduce to one the number of required sessions that the supervisors of the checklist must hold prior to town elections.

22. Municipal Recreation Programs

To see if NHMA will **SUPPORT** the continued exemption from state child care licensing for municipal recreation department programs and also supports the exemption from state camp licensing for municipal recreation department summer programs.

23. Appointment of Town Clerks and Town Clerks/Tax Collectors

To see if NHMA will **SUPPORT** legislation to allow the legislative body to authorize the governing body to appoint or elect town clerks and town clerk/tax collectors.

24. Warrant Article Language; Adoption by Reference

To see if NHMA will **SUPPORT** legislation to amend RSA chapter 48-A, Housing Standards, to allow a town to adopt a proposed housing standards ordinance on the ballot by reference, as opposed to printing the entire ordinance on the warrant.

25. Perambulation

To see if NHMA will **SUPPORT** legislation to eliminate the RSA 51:2 requirement to perambulate town boundaries every 7 years.

26. Limitation on RSA 41:14-a Review

To see if NHMA will SUPPORT amending RSA 41:14-a to exclude the requirement for planning board and conservation commission review and recommendations for the acquisition or sale of liens, tax deeds, cemetery deeds, releases or specific conveyances that are authorized by a town meeting vote.

27. Independent Redistricting Commission

To see if NHMA will SUPPORT the establishment of an independent redistricting commission for the appointment of representative, senatorial, executive council, and congressional districts.

Finance and Revenue

Action Policy Recommendations

1. Collection of Delinquent Taxes on Manufactured Housing

To see if NHMA will SUPPORT legislation to create a study commission to address municipal concerns regarding delinquent property taxes and/or municipal utility fees on manufactured housing on land of another. Such commission to include appropriate interested stakeholders.

2. Use of RSA 83-F Utility Values

To see if NHMA will SUPPORT changing RSA 83-F to prevent any determination of utility value by the Department of Revenue Administration from being used in any way by the utility taxpayer in any application for abatement of tax under RSA 76:16 or any appeal thereof under RSA 76:16-a or RSA 76:17.

3. Current Use Assessment

To see if NHMA will SUPPORT legislation authorizing the Current Use Board to establish assessment ranges that are 20% higher than other categories for those properties that do not comply with the documentation and filing requirements requested by municipalities in accordance with ASB assessment review guidelines.

Priority Policy Recommendations

4. Tax Exemptions for Charitable Organizations

To see if NHMA will SUPPORT creating a commission to study reimbursement through PILOTs for municipal services provided to exempt charitable properties, including charitable non-profit housing project under RSA 72:23-k.

5. Meals and Rooms Tax Distribution

To see if NHMA will SUPPORT annual funding of the meals and rooms tax distribution to municipalities in accordance with catch-up provision provided under RSA 78-A:26.

6. Pollution Control Exemption

To see if NHMA will SUPPORT repeal of the so-called "pollution control exemption" (RSA 72:12-a) or amendment of the statute to impose a term limitation on any exemption granted.

7. Income Approach on Appeal

To see if NHMA will SUPPORT legislation that prohibits the use of the income approach when used by a taxpayer in any appeal of value if the taxpayer, after request by the municipality, has not submitted the requested information.

8. Clarification of Elderly Exemption

To see if NHMA will SUPPORT changes in RSA 72:39-a, 72:29, and 72:39-b to define "household income" for elderly exemption qualification consistent with the definition of "household income" used by the state in qualifying residents for the Low & Moderate Income Homeowners Property Tax Relief Program under RSA 198:56-57 and Rev 1200.

9. 10% Limitations

To see if NHMA will SUPPORT amending RSA 32:18 to limit town meeting and/or SB 2 deliberative sessions from increasing or decreasing the total amount appropriated by no more than 10 percent of the budget committee's recommended budget.

10. Prorating Disabled, Deaf and Blind Exemptions

To see if NHMA will SUPPORT legislation prorating the disabled, deaf and blind exemptions under RSA 72:37, 37-b, and 38-b when a person entitled to the exemption owns a fractional interest in the residence, in the same manner as is allowed for the elderly exemption under RSA 72:41.

11. Flood Control Payments

To see if NHMA will SUPPORT legislation to fully fund flood control payments in lieu of taxes to municipalities pursuant to the Merrimack River and Connecticut River interstate flood control compacts regardless of payments from other states.

12. Charitable Definition and Mandated Property Tax Exemptions

To see if NHMA will SUPPORT legislation that expands the definition of "charitable" in RSA 72:23-l, unless the state reimburses municipalities for the loss of revenue, and will SUPPORT creating a method of reimbursement to municipalities for state-owned property.

Standing Policy Recommendations

13. Sale of Tax Deeded Property

To see if NHMA will SUPPORT amending RSA 80:89 to require proof that the municipality sent the required notice of impending tax deed rather than proof that the taxpayer actually received the notice.

14. Local Option Revenue Sources

To see if NHMA will SUPPORT creation of enabling legislation that allows cities and towns to create local revenue sources to meet the unique needs of each community in order to help offset the overreliance on the property tax in order to help defray the cost of municipal services, infrastructure improvements and capital needs.

15. Tax Rate Setting

To see if NHMA will SUPPORT legislation to improve the overall efficiency and timeliness of the tax rate setting process, and will OPPOSE statutory changes to school districts, village districts, trustees of trust funds, utility values or information from other state agencies that may impede or delay the tax rate setting process and/or cause unnecessary borrowing due to late tax rate setting.

16. All Public Real Estate Taxable if Used by Private Occupants

To see if NHMA will SUPPORT legislation to clarify that taxation of a private occupant on public land is required by statute, even if an agreement or lease does not include a tax provision or the specific wording of RSA 72:23, I(b).

17. Recording Fees for Elderly and Disabled Deferrals

To see if NHMA will SUPPORT legislation to recoup recording fees as part of the payment process in RSA 72:38-a, IV for the elderly and disabled deferrals.

18. Downshifting of State Costs and State Revenue

To see if NHMA will OPPOSE legislation which will downshift state costs or state program responsibilities, either directly or indirectly, to municipalities and/or counties, resulting in increased municipal and/or county expenditures, whether in violation of Article 28-a or not, and will OPPOSE any reductions, deferrals and/or suspensions of state revenue to political subdivisions, such as revenue sharing, meals and rooms tax distribution, highway block grants, environmental state aid grant programs, adequate education grants, catastrophic aid, or any other state revenues.

19. State Revenue Structure and State Education Funding

To see if NHMA will SUPPORT asking the state to use the following principles when addressing the state's revenue structure in response to its responsibility to fund an adequate education:

- a) That revenues are sufficient to meet the state's responsibilities as defined by constitution, statute, and common law;
- b) That revenue sources are predictable, stable and sustainable and will meet the long term needs and financial realities of the state;
- c) That changes to the revenue structure are least disruptive to the long-term economic health of the state;
- d) That the revenue structure is efficient in its administration;
- e) That changes in the revenue structure are fair to people with lower to moderate incomes.

To see if NHMA will SUPPORT legislation prohibiting retroactive changes to the distribution formula for adequate education grants after the notice of grant amounts has been given.

20. New Hampshire Retirement System (NHRS)

To see if NHMA will **SUPPORT** the continuing existence of a retirement system for state and local government employees that is strong, secure, solvent, fiscally healthy and sustainable, that both employees and employers can rely on to provide retirement benefits for the foreseeable future. Further, to see if NHMA will **SUPPORT** continuing to work with legislators, employees, and the NHRS to accomplish these goals.

To that end, NHMA:

- a) **SUPPORTS** legislation that will strengthen the health and solvency of the NHRS, ensure the long term financial sustainability of the retirement system for public employers, and consider options and alternatives that provide reasonable changes in contribution rates;
- b) **OPPOSES** any legislation that: 1) expands benefits that would result in increases to municipal employer costs; 2) assesses additional charges beyond NHRS board approved rate changes on employers; or 3) expands the eligibility of NHRS membership to positions not currently covered;
- c) **SUPPORTS** the restoration of the state's 35% share of employer costs for police, teachers, and firefighters in the current defined benefit plan and any successor plan; and
- d) **SUPPORTS** the inclusion of municipal participation on any legislative study committee or commission formed to research alternative retirement system designs and the performance of a complete financial analysis of any alternative plan proposal in order to determine the full impact on employers and employees.

21. Utility Appraisal Method

To see if NHMA will **OPPOSE** mandating the exclusive use of the unit method of valuation in the appraisal of utility property, by either administrative or legislative action, and will **SUPPORT** the continuing right of municipalities to use any method of appraisal upheld by the courts.

22. Management of Trust Funds

To see if NHMA will **SUPPORT** amendments to RSA 292-B:2 to include funds held by a town or other municipality under RSA 31:19, RSA 202-A:23, or a fund created by a town or other municipality under RSA 31:19-a to be included in those institutional funds subject to the Uniform Prudent Management of Institutional Funds Act.

23. Minimum Vote Required for Bond Issues

To see if NHMA will **OPPOSE** legislation to increase the 60% bond vote requirement for official ballot communities.

Infrastructure, Development, and Land Use

Action Policy Recommendations

1. Site Evaluation Committee and Local Input

To see if NHMA will SUPPORT legislation requiring applicants to the Site Evaluation Committee under RSA 162-H to notify and appear before the governing body of each New Hampshire municipality in which a proposed facility will be located or will have a visual or other impact, and to accept comments from the governing body and the public, and further requiring notification to each municipality of any public hearing on the application and giving each municipality and its residents the right to comment at any public hearing.

2. Municipal Cooperation

To see if NHMA will SUPPORT legislation clarifying that municipalities and other political subdivisions may cooperate to perform together any functions that they may perform individually, including but not limited to providing services, raising revenue, constructing and maintaining infrastructure, and engaging in economic development efforts.

3. Waiver of Bond for Projects Under \$150,000

To see if NHMA will SUPPORT amending RSA 447:16 to allow the governing body, in its discretion, to waive the bonding requirement for a public works contract if the contract involves an expenditure of less than \$150,000.

Priority Policy Recommendations

4. Restoration of Full General Revenue Funding for Municipal State Aid Grant (SAG) Programs

To see if NHMA will SUPPORT legislation to restore full general revenue funding of municipal wastewater, public drinking water and landfill closure grants administered by the NH Department of Environmental Services.

5. Transportation Funding

To see if NHMA will SUPPORT a state transportation policy that ensures adequate funding for state and municipal highways and other modes of transportation. The policy should include:

- a) Maintenance of the proportionate share of the state highway fund that is distributed to cities and towns under current law.
- b) Increased funding, which may include the state road toll, local option fees, and other revenue sources as necessary.
- c) No further diversion of state highway funds for non-highway purposes.

6. Solid Waste Revolving Funds

To see if NHMA will SUPPORT legislation to allow municipalities to establish, by vote of the legislative body, revolving funds for their solid waste programs, including but not limited to solid waste collection and disposal, and the operation of any municipally operated transfer station, in addition to recycling.

7. Clarify Establishing Highways

To see if NHMA will SUPPORT legislation clarifying that the dedication and acceptance method of highway creation requires express acceptance by vote of the legislative body, or the board of selectmen if so delegated.

8. Water Fund

To see if NHMA will SUPPORT (1) the establishment of a water trust fund to ensure adequate annual investment in water infrastructure, and (2) sustainable revenue sources for the water trust fund.

9. Utility Infrastructure

To see if NHMA will SUPPORT legislation clarifying that municipalities may incur debt for the purpose of creating or improving broadband and other utility infrastructure.

10. Complete Streets

To see if NHMA will SUPPORT development of a statewide complete streets policy that considers the interests of the state's municipalities.

11. Increase or Elimination of Net Metering Cap

To see if NHMA will SUPPORT increasing or eliminating the statutory cap on net energy metering and group net energy metering, and SUPPORT legislation to increase the maximum allowable capacity for net-metered renewable energy projects to at least 5 megawatts.

12. Severe Weather Events

To see if NHMA will SUPPORT legislation that enables the state and municipalities to mitigate the effects of extreme weather events, including the promotion of resilient infrastructure and practices, and SUPPORT regional and federal policies that work to limit or reverse the increasing frequency and intensity of such events.

Standing Policy Recommendations

13. Oppose Statewide Zoning Mandates

To see if NHMA will SUPPORT a policy recognizing the legislature's authority to establish statewide priorities in zoning and land use regulation, but opposing legislation that does not allow reasonable local control in implementing those priorities, or that mandates specific criteria that municipalities must follow.

14. Municipal Use of Structures in the Right-of-Way

To see if NHMA will SUPPORT legislation to authorize municipalities to use, for any municipal purpose, the space designated for municipal good upon all poles, conduit and other structures within their rights-of-way without paying unreasonable make-ready costs. This includes the right to use that space for data and voice transmission to, from, and by the municipal government, schools, library, and other governmental institutions. It also includes a requirement that the owners of utility poles and conduit do the necessary work for that space to be available.

15. Regional Water Quality

To see if NHMA will **SUPPORT** legislation to encourage the State of New Hampshire and its political subdivisions to work cooperatively on a watershed or regional basis in addition to dealing with all water quality issues as individual communities.

16. Conservation Investment

To see if NHMA will **SUPPORT** permanent funding for the Land and Community Heritage Investment Program and **OPPOSE** any diversion of such funds to other uses.

17. Environmental Regulation and Preemption

To see if NHMA will **SUPPORT** legislation that (a) recognizes municipal authority over land use and environmental matters, (b) limits the establishment of comprehensive statutory schemes that supersede local regulation, and (c) recognizes that even when local environmental regulation is preempted, compliance with other local laws, such as zoning and public health ordinances and regulations, is still required.

18. Energy, Renewable Energy and Energy Conservation

To see if NHMA will **SUPPORT** legislation encouraging state and federal programs that provide incentives and assistance to municipalities to adopt energy use and conservation techniques that will manage energy costs and environmental impacts, promote the use of renewable energy sources, and promote energy conservation, and opposes any legislation that overrides local regulation.

19. Open Space Retention and Sprawl Prevention

To see if NHMA will **SUPPORT** legislation encouraging statewide programs that provide incentives and assistance to municipalities to adopt land use planning and regulatory techniques that will manage growth and development and retain existing tracts of undeveloped open space.

20. Sludge/Biosolids

To see if NHMA will **SUPPORT** reliable enforcement of scientifically based health and environmental standards for the management of sludge, septage, and biosolids; and **OPPOSE** any state legislation that would curtail the ability of municipalities to dispose of municipally-generated biosolids through land spreading, when done in accord with such scientifically based health and environmental standards.

21. Current Use

To see if NHMA will **SUPPORT** any legislative attempt to undermine the basic goals of the current use program and **OPPOSE** any reduction in the 10-acre minimum size requirement for qualification for current use, beyond those exceptions now allowed by the rules of the Current Use Board.



Legislative Principles

In addition to the established Legislative Policy positions adopted by the New Hampshire Municipal Association membership, the following principles should guide staff in setting priorities during any legislative biennium:

1. Consider unfunded mandate issues that violate Part 1, Article 28-a of the New Hampshire Constitution to be paramount. Identify them and oppose them.
2. Work to maintain existing revenue streams to municipalities, (i.e. revenue sharing, meals and rooms tax, highway, and other state aid). Be especially watchful of proposals to reduce local aid in order to meet other funding commitments.
3. Advocate to maintain existing local authority.
4. Support issues which provide greater authority to govern more effectively, efficiently and flexibly at the local level, including local option legislation. If the legislature is considering adopting a program that is particularly controversial at the local level, support a requirement that a local legislative body vote is necessary before full implementation of the measure.
5. Support bills proposed by individual municipal members, except when they conflict with these principles or other NHMA policies. Staff should prioritize time and resources when there are competing demands in order to focus on NHMA's broad agenda first.
6. Encourage exemptions from state taxes rather than local property taxes when legislative intent is to preserve statewide resources.
7. Advocate for municipal representation on all state boards, commissions, and study committees which affect municipal government and have non-legislative members.
8. Work cooperatively with other groups and associations to support efforts to improve the delivery of services at the local level.
9. Support municipal efforts toward effective regional cooperation and delivery of municipal services.
10. Support efforts to develop a statewide technology network that fosters increased communication and greater compatibility among levels of government and within and between agencies in all levels of government.



**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) _____ Date _____

City or Town _____ Title of Person Submitting Policy _____

Floor Policy Proposal approved by vote of the governing body on (date) _____

To see if NHMA will SUPPORT/OPPOSE:

Municipal interest to be accomplished by proposal:

Explanation:

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org. **Must be received by August 12, 2016.**

2017-2018 NHMA Legislative Policy Process Questions & Answers

1. What is the purpose of establishing NHMA legislative policy? The New Hampshire Municipal Association (NHMA) is the voice of New Hampshire's cities and towns before the state legislature and state agencies. Adoption of legislative policy allows your municipal voice to be heard through the actions of your organization – NHMA. By adopting legislative policy, local officials can tell elected representatives what they feel are the major concerns of cities and towns.

The NHMA Board of Directors oversees NHMA's advocacy activities. Legislative policy positions direct the board and NHMA staff in representing municipalities before the legislature and state agencies.

2. How are legislative policy recommendations prepared? In the spring of each even-numbered year, NHMA forms legislative policy committees addressing different aspects of municipal government. The three committees this year are:

1. Finance and Revenue;
2. General Administration and Governance; and
3. Infrastructure, Development, and Land Use.

These three policy committees consider issues and problems derived from their own experience as local officials, issues sent in by other members or brought to them by staff, past policy positions, and issues resulting from the most recent legislative session. Each committee holds several meetings during the spring and develops policy recommendations to be voted on by member municipalities at the Legislative Policy Conference.

3. Who votes on adoption, amendment, or rejection of these recommendations, and when? On Friday, September 23, 2016, at 9:00 a.m., the 2017-2018 NHMA Legislative Policy Conference will be held at NHMA offices (25 Triangle Park Drive) in Concord. *Each member municipality will be asked to appoint a voting delegate to cast its vote at this conference.* Each member municipality, regardless of size, has one vote on all policy matters.

In the absence of any other designation by the Board of Selectmen, Aldermen, or Council, a voting delegate card will be issued at the door (in order of priority determined by the NHMA Municipal Officials Directory) to:

Mayor/Chair of Board of Selectmen/Council Chair

OR

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

OR

Selectman/Alderman/Councilor

OR

City or Town Manager/Administrative Assistant

4. Will other policy proposals be voted on at the conference? Yes, municipalities will have the opportunity to submit floor policy proposals for consideration at the conference. Each floor policy proposal must be approved by the governing body of the municipality submitting it, but the

proposals will not be reviewed or recommended by NHMA's legislative policy committees. Floor policy proposals will be voted on separately at the conference.

5. How does our voting delegate determine a position on these recommendations? We urge each municipality's governing body to discuss the recommendations in advance of the Legislative Policy Conference and vote to take a position on each one, in order to give direction to the voting delegate. Otherwise, your voting delegate is free to cast your municipality's vote as he or she desires. *You do not need to notify NHMA of your positions on the policy recommendations; just provide that information to your voting delegate.*

6. How are the policy recommendations presented and voted on at the Legislative Policy Conference? The chair of the board of directors, as the presiding officer of the Legislative Policy Conference, introduces the entire set of recommendations of each policy committee, one committee at a time, as a slate. The chair and vice chair of each committee will be available to address questions. Any voting delegate may ask that a recommendation be set aside to be debated and voted on separately. The remaining recommendations are voted upon as a slate. When the slate from each policy committee has been voted, the voting delegates will then return to those items set aside for separate debate and vote. It is at this time that individual items can be killed, amended, passed over, laid on the table, etc. Votes are by a display of special voting delegate cards.

7. Are policies adopted by a simple majority vote? No. NHMA's by-laws require a two-thirds affirmative vote of those members present and voting for approval of any NHMA legislative policy.

8. Why is the Legislative Policy Conference separate from the November annual meeting? The Legislative Policy Conference must be held before the annual conference in order to meet the legislative deadlines for the filing of new bills. The staff needs time after adoption of policies to draft bills and secure sponsors.

9. How will I know what policies are adopted if I don't go to the Legislative Policy Conference? The final 2017-2018 NHMA Legislative Policies will be printed as a supplement in the November/December 2016 issue of *Town & City* magazine. We will also post them on NHMA's web site at www.nhmunicipal.org.

10. What happens if an issue that is not covered by any of these policies comes before the legislature? The NHMA Board determines the position that the staff will advocate on issues not covered by specific NHMA Legislative Policy. The policy conference also endorses a set of Legislative Principles, which augment the specific legislative policy positions by setting forth general principles that guide staff in their advocacy efforts.



**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) _____ Date _____

City or Town _____ Title of Person Submitting Policy _____

Floor Policy Proposal approved by vote of the governing body on (date) _____

To see if NHMA will SUPPORT/OPPOSE:

Municipal interest to be accomplished by proposal:

Explanation:

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org. **Must be received by August 12, 2016.**



**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) _____ Date _____

City or Town _____ Title of Person Submitting Policy _____

Floor Policy Proposal approved by vote of the governing body on (date) _____

To see if NHMA will SUPPORT/OPPOSE:

Municipal interest to be accomplished by proposal:

Explanation:

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org. **Must be received by August 12, 2016.**



TO: Key Officials

FROM: Judy A. Silva, Executive Director
Cordell A. Johnston, Government Affairs Counsel

DATE: August 18, 2016

RE: 2017-2018 Legislative Policy Conference ~ Friday, September 23, 2016

Floor Proposals and Legislative Principles

Enclosed please find a copy of the seven floor policy proposals that have been submitted for discussion and vote at the NHMA Legislative Policy Conference. These floor policies supplement the policy recommendations prepared by the three legislative policy committees, which were mailed to each municipality on June 20, 2016. In addition to the policy recommendations and the floor proposals, delegates at the conference will vote on NHMA's Legislative Principles, which also were included in the June 20 mailing. If you need copies of any of these documents, you can find them on the NHMA website, www.nhmunicipal.org. (Near the top of the home page, click on the "Advocacy" tab, then use the menu on the left to find "Legislative Principles," "2017-2018 Legislative Policy Recommendations," and "2017-2018 Floor Policies.")

Voting Delegate

Each member municipality has one vote at the Policy Conference. Each governing body is asked to appoint a voting delegate to cast the municipality's vote on the policy proposals presented. **We are sending a voting delegate card to the chief administrative officer in each municipality (or the governing body chair if no administrative staff) to return to us indicating the governing body's appointment for voting delegate.** Please mail this card back to us no later than Friday, September 16. See the Legislative Policy Process Questions & Answers document, also sent with the June 20 mailing and available on the NHMA website, for a description of who will have voting privileges for a municipality in the absence of any formal designation.

Policy Conference

The Legislative Policy Conference is scheduled for **Friday, September 23, 2016, at 9:00 a.m.** at **NHMA's offices at 25 Triangle Park Drive** in Concord.

We urge the governing body of each municipality to discuss the full slate of policy recommendations, along with these floor proposals, and take a position on each proposal to give guidance to your voting delegate. ***Do not send your positions on the policy recommendations to NHMA; they are only for the guidance of your voting delegate, and each municipality can register its positions only by voting at the conference.*** At the conference, delegates may vote to approve, reject, amend, or table a policy proposal. They may also vote to change the order of priority of the various policies.

This is an important opportunity for each member municipality to participate in determining NHMA legislative policy for the 2017-2018 biennium—we count on your input! As always, please do not hesitate to call or e-mail (governmentaffairs@nhmunicipal.org) the Government Affairs Staff with any questions, comments, or concerns. We look forward to seeing you on September 23!

1.

**New Hampshire Municipal Association
2017 - 2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name): Roger Coutu

Date: August 10, 2016

City or Town: Hudson

Title of Person Submitting Policy: Selectman

Floor Policy Proposal approved by vote of the governing body on (date)

August 9, 2016

To see if NHMA will SUPPORT/OPPOSE:

To see if NHMA will support legislation to allow municipal library budgets to appear as a separate warrant article on the Town Meeting SB2 ballot.

Municipal Interest to be accomplished by proposal:

To give the voters greater visibility to the appropriations necessary to operate the municipal library when they vote at the Annual Town Meeting.

Explanation:

Currently, in SB2 communities, the operating budget for the Town appears as a separate warrant article. The article raises and appropriates a sum of money for the operation of the Town and also defines a default budget should the proposed budget not pass. In 2014, separate warrant articles were allowed on the ballot to raise and appropriate funds to run a municipal water utility and a municipal sewer utility. Each of these articles also identified a default budget should the article(s) not pass. The Hudson Board of Selectmen believe that it would be appropriate to allow SB2 communities to put municipal library budgets, separate from the Town's general fund budget, so that the voters would have greater visibility into the cost to operate the library as well as the ability to vote for a library default budget. Another strong argument in favor of allowing the library budget to be a separate warrant article is that the Library Trustees are a separately elected body, not subject to the direction of the Board of Selectmen.



**New Hampshire Municipal Association
2017 - 2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name): *Roger Coutu*

Date: *August 10, 2016*

City or Town: *Hudson*

Title of Person Submitting Policy: *Selectman*

Floor Policy Proposal approved by vote of the governing body on (date)

August 9, 2016

To see if NHMA will SUPPORT/OPPOSE:

To see if NHMA will support legislation to allow municipalities to borrow funds from either their Special Revenue Funds and/or Capital Reserve Funds for the purpose of financing municipal building construction approved via warrant articles approved by the voters.

Municipal Interest to be accomplished by proposal:

This would allow municipalities access to their own funds which could generate a greater yield than other investments.

Explanation:

This would give municipalities an option to self finance capital building projects and possibly generate higher returns on their funds.



**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by: (name) City of Portsmouth Date: August 2, 2016

City or Town: Portsmouth Title of Person Submitting Policy: CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date): THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY AT THE NHMA LEGISLATIVE POLICY CONFERENCE.

To see if NHMA will SUPPORT:

Legislation that amends RSA 674 regarding Accessory Dwelling Units (ADUs) to prohibit either the principal dwelling unit or the ADU from being used for short term rentals which are defined as the rental of either the principal dwelling unit or the ADU for a period of less than thirty days.

Municipal interest to be accomplished by proposal:

The Legislature's express purpose in amending RSA 674 to require municipalities to permit ADUs was to provide affordable housing for NH citizens, specifically acknowledging the needs of the elderly and disabled to provide living space for in-home caregivers. Allowing ADUs to be used as short term rentals will have the effect of reducing or eliminating affordable housing opportunities for this vulnerable population and their caregivers. Without this limitation every single family residence in every zoning district could become a short term rental business, reducing affordable housing stock for the elderly, disabled and their caregivers, and creating unintended consequences for neighbors.

Explanation:

Many communities throughout the country that are tourist destinations have been faced with the substantial reduction of available affordable housing units due to the recent exponential growth of the short term rental business. The legislative purpose of RSA 674 regarding ADUs will be undermined and likely completely thwarted if either the principal dwelling or ADU can be used as a short term rental. Use of either the principal dwelling or ADU as a short term rental would be against the spirit and intent of the express stated purpose of the legislation.

Each proposed floor policy should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem.

Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentsaffairs@nhmunicipal.org.

Must be received by August 12, 2016.

22

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by: (name) City of Portsmouth Date: August 2, 2016

City or Town: Portsmouth Title of Person Submitting Policy: CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date): THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY AT THE NHMA LEGISLATIVE POLICY CONFERENCE.

To see if NHMA will SUPPORT:

Legislation that allows municipalities to adopt an additional surcharge under the meals and rooms tax on hotel occupancy within its municipality whereby the deposited funds would be collected by the Department of Revenue Administration and paid to the municipality into a capital reserve fund, revolving fund, or other special revenue fund to help defer additional costs municipalities face due to tourism.

Municipal interest to be accomplished by proposal:

The State of New Hampshire wants to promote tourism throughout the State because the tourism industry generates jobs and Meals and Rooms Tax revenue. Enabling legislation that gives local communities the ability to create locally a hotel surcharge to generate funds to help pay for municipal services, infrastructure improvements and capital needs without relying on the property tax would help cities and towns recoup some of the costs they have had to assume over the last decade due to loss of revenue from the State. This overreliance on the property tax has put an increased burden on all property taxpayers, but particularly those with limited sources of income who struggle to pay their property taxes each year.

Explanation:

Not every community has the same assets or needs. Enabling legislation permitting cities and towns to create a hotel surcharge could help defer the cost of municipal services, infrastructure improvements and capital needs, lessen the burden on the property tax and the financial burden on cities and towns created by the loss of revenue from the State over the last decade from the elimination of shared revenues, state aid grants, retirement contributions and failure to return the proper percentage of Meals and Rooms Tax revenue to cities and towns. The State Legislature has established a precedent for municipalities to charge fees to create a local source of revenue from fees associated with motor vehicle registration.

Each proposed floor policy should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org.

Must be received by August 12, 2016.

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**



Floor Policy Proposal

Submitted by: (name) City of Portsmouth

Date: August 2, 2016

City or Town: Portsmouth Title of Person Submitting Policy: CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date): THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY TO NHMA AT ITS LEGISLATIVE POLICY CONFERENCE.

To see if NHMA will SUPPORT:

Legislation that defines short term rentals as a home business and permits municipalities to regulate and inspect these businesses for life safety issues.

Municipal interest to be accomplished by proposal:

The State of New Hampshire wants to help encourage the growth of new businesses and to support innovative business models. Legislation that permits local communities to define short term rentals as home businesses and allows them to regulate and inspect these businesses for life safety issues will support the emergence of new businesses while recognizing that there is a public interest in ensuring safety, which would benefit and protect business owners, users and all New Hampshire citizens and communities.

Explanation:

Municipalities want to help improve their local economy and need a way to ensure that new business models are encouraged if conducted in a manner that ensures the safety of all users. Local regulation actually recognizes that new models are emerging. Legislation that defines short term rental businesses as home businesses and permit municipalities to regulate and inspect for life safety issues will recognize the right and obligation of municipalities to protect the health, safety and welfare of their citizens while protecting owners and users and all New Hampshire citizens and communities.

Each proposed floor policy should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; or email to governmentaffairs@nhmunicipal.org.

Must be received by August 12, 2016.



6.

**New Hampshire Municipal Association
2017-2018 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) CITY OF PORTSMOUTH Date: AUGUST 2, 2016

City or Town PORTSMOUTH Title of Person Submitting Policy CHRISTINE DWYER, MEMBER OF THE PORTSMOUTH CITY COUNCIL AND LEGISLATIVE SUBCOMMITTEE. THE SUBCOMMITTEE SUBMITS THIS FLOOR POLICY ON THE PORTSMOUTH CITY COUNCIL'S BEHALF.

Floor Policy Proposal approved by vote of the governing body on (date) THE PORTSMOUTH CITY COUNCIL APPROVED THIS POLICY BY MAJORITY VOTE ON AUGUST 1, 2016 FOR SUBMISSION AS A FLOOR POLICY

To see if NHMA will SUPPORT: A POLICY THAT REQUIRES THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION TO ADOPT, DEVELOP AND IMPLEMENT A TYPE II PROGRAM FOR NOISE ABATEMENT ON EXISTING HIGHWAYS.

Municipal interest to be accomplished by proposal:

HIGHWAY TRAFFIC NOISE HAS A NEGATIVE IMPACT ON THE HEALTH, SAFETY AND WELFARE OF NH CITIZENS WHO RESIDE ALONGSIDE EXISTING HIGHWAYS. THE NH DOT'S FAILURE TO ADOPT A TYPE II PROGRAM TO ABATE NOISE ALONG EXISTING HIGHWAYS HAS DEPRIVED MUNICIPALITIES OF FUNDS NEEDED TO CONSTRUCT NOISE BARRIERS TO PROTECT THEIR RESIDENTS.

Explanation:

FUNDING IS NOT AVAILABLE TO CONSTRUCT NOISE BARRIERS ALONG EXISTING HIGHWAYS UNLESS THE STATE ADOPTS A TYPE II PROGRAM. CERTAIN HIGHWAYS WERE CONSTRUCTED OR EXPANDED WITHOUT NOISE BARRIERS. THE VEHICULAR TRAFFIC ON THESE HIGHWAYS HAS INCREASED SUBSTANTIALLY OVER TIME, AS HAS THE NEGATIVE IMPACT OF NOISE ON NEIGHBORHOODS THAT ABUT THESE HIGHWAYS. NH DOT'S FAILURE TO ADOPT A TYPE II POLICY PREVENTS MUNICIPALITIES FROM BEING ABLE TO RECEIVE FUNDING TO CONSTRUCT NOISE BARRIERS WHICH ARE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF NH RESIDENTS.

New Hampshire Municipal Association
2017-2018 Legislative Policy Process

7.

Floor Policy Proposal

Submitted by:

Bruce Johnson, Select Board Chairman, Webster

Clyde Carson, Select Board Chairman, Warner

Date: June 30, 2016

Under Finance and Revenue Policy recommendation #19 - State Revenue Structure and State Education Funding:

To see if the New Hampshire Municipal Association will support legislation to reduce local property taxes by 1) fully funding the NH Education Trust fund as defined in RSA 198:38 and 2) significantly reducing the amount of \$363 million to be raised by the state property tax as defined in RSA 76:3 with any reduction to be replaced from other state revenues.

Municipal interest to be accomplished by proposal:

1. Relieving property tax burdens on all property owners. There are times when people stand up at Town meeting and say they are overburdened on property taxes, and therefore, they cannot support town funding for needed responsibilities and projects. Well, the majority of those property taxes are not local taxes but school taxes. If reform can address the school portion of the tax bills with meaningful help from the State, then small towns can take care of what they need to care of.
2. Improved quality education for all children and teens across the state. This means improved educational opportunities for children and teens in poor towns that equals that from more wealthy towns.

Explanation:

Every year at annual school district meetings or city council meetings across the State, discussions and votes pit struggling taxpayers against children in need of an education. The reason for this is a funding formula that does not include meaningful contributions by the State of New Hampshire. It is time to correct this, and for the State to step up and increase its contributions so that local property taxpayers are not overly burdened, and so that all children receive a decent education.

Approved by a vote of:

Andover Board of Selectmen – July 25, 2016

Hopkinton Board of Selectmen – August 8, 2016

Salisbury Board of Selectmen – August 3, 2016

Warner Board of Selectmen – July 26, 2016

Webster Board of Selectmen – July 5, 2016



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

Office Use Only

Meeting Date: September 12, 2016

Agenda Item No. 6e

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/12/2016

Agenda Item Title: Sale of 2005 Chevy – Bid Approval

Requested By: Julie Glover **9/9/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: The Town of Lee put out to bid the sale of a surplus vehicle which closed on 9/7/2016 at 2:00pm. The surplus vehicle is a 2005 Chevy Impala with 89,024 miles. This vehicle is being sold as is, where is, as shown and without warranties or guarantees either expressed or implied. One bid was received from Cheryl Geddis in the amount of \$750.00.

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to accept the bid from Cheryl Geddis in the amount of \$750.00 for the 2005 Chevy Impala and transfer ownership upon payment in full.



**Town of Lee
Sale of Surplus Vehicle**

Bid Form

The undersigned submits the following bid to purchase the vehicle listed below, in accordance with the terms and condition of sale outlined in this bid document. Bidders shall specify amount in both words and figures. If there is a discrepancy between prices written in words and those written in figures, the prices written in words shall govern. The surplus vehicle is sold as is:

'05 Chevy Impala
VIN 2G1WF52E559381638

\$ 750.⁰⁰
Bid amount in figures

\$ Seven hundred fifty dollars & ^{no} cents
Bid amount in words

Submitted by: Cheryl Geddis
(Print Name)

Signature: Cheryl Geddis

Company Name (if applicable) _____

Address: 30 Mast Rd

City/State/Zip: Lee NH 03861

Telephone: 603-608-6015

E-mail Address: cheryl.geddis@unh.edu



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

Office Use Only

Meeting Date: September 12, 2016

Agenda Item No. 6f

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/12/2016

Agenda Item Title: Flu Clinic

Requested By: Julie Glover **9/9/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Walgreens would like to partner with the Town of Lee to hold a FLU CLINIC at the Lee Safety Complex on September 27, 2016 at midday. There will be no cost to Town of Lee employees.

Legal Authority: NH RSA 41:8;

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize the Town Administrator to enter into an agreement with Walgreens to conduct a community FLU CLINIC at the Lee Safety Complex on September 27, 2016.



COMMUNITY OFF-SITE CLINIC AGREEMENT

This IMMUNIZATION SERVICE AGREEMENT ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and its subsidiaries and affiliates ("Walgreens") is made and entered into on the date last signed by an authorized representative of both the Client and Walgreens (the "Effective Date"). Walgreens and Client may be individually referred to as a "Party" or collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree Walgreens will provide the immunizations indicated in Attachment A, attached hereto and incorporated herein, consisting of dispensing and administering of such immunizations ("Immunizations") to participants ("Participants") at mutually agreed upon location(s) outside of Walgreens' store locations, referred to as off-site locations, and/or at Walgreens' participating store locations through issuance of a voucher ("Covered Services").

ATTACHMENT A

For each Covered Service whether through a voucher, at an off-site location or both, Client or Participant, as applicable, will reimburse Walgreens at the rates set forth in Table 1, below. Client acknowledges that the reimbursement rates set forth herein are Walgreens' confidential and proprietary information and Client agrees not to disclose the rates to any third-party other than as minimally necessary under the terms of this Agreement. Walgreens may propose new rates to Client each year or influenza season. Upon receipt of Walgreens' proposal, Client will work in good faith with Walgreens to amend the document to reflect the new rates. The rates listed below are inclusive of the cost of vaccine, dispensing fee, administration fee and any applicable taxes imposed in connection with Covered Services.

Immunization	Payment Method	Rates
Influenza - Standard/PF Injectable (trivalent)	Submit Claims to Pharmacy Insurance	N/A

*Rates includes vaccine and administration.

Client Facility Location(s)*: PSC 20 Geo. Bennett Rd

CLINIC LOCATION A

Estimated Shots per Immunization		
20	Influenza - Standard/PF Injectable (trivalent) (Submit Claims to Pharmacy Insurance)	
Local Contact Name	Local Contact Phone	Local Contact Email
Julie Glover	603-659-5414	townadministrator@leenh.org
Address1	Address2	City State Zip
7 mast road		lee NH 03861
Clinic Date	Start Time	End Time
09/27/2016	12:00pm	1:00pm <i>proposed</i>

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

CLIENT: _____
NAME: _____
TITLE: _____
DATE: _____

Send Legal Notices To Client At:

Attention to: _____
Address1: _____
Address2: _____
City: _____
State: -- Select -- ▾
Zip Code: _____

WALGREEN CO.

NAME: Caroline Rogers
TITLE: Pharmacy Manager
DATE: 09/07/2016
DISTRICT NUMBER: 811
Send Legal Notices To Walgreens At:
Healthcare Innovations Group
200 Wilmot Rd
MS2222
Deerfield, IL 60015
Attn: Health Law – Divisional Vice President
cc: clinicalcontracts@walgreens.com

I. WALGREENS’ RESPONSIBILITIES

1.1 Covered Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Immunization, Walgreens will provide the Covered Services to Participants. With respect to such Covered Services, the Parties will comply with the procedures set forth herein. When required by state law, Walgreens will require Participants to provide a valid prescription from their physician or allow the health care professional to contact their physician to obtain a valid prescription; however, for influenza Immunizations, Walgreens will be responsible for obtaining standing orders from physicians. Participants will be required to complete a Walgreens’ vaccine administration record and consent form before receiving an Immunization.

1.2 Professional Judgement. Walgreens may withhold Covered Services to a Participant for good cause, including but not necessarily limited to, Client’s or Participant’s (where applicable) failure to pay for Covered Services rendered; requests by Participant for

IV. TERM AND TERMINATION

4.1 Term and Termination. This Agreement will become effective on the Effective Date and shall continue in full force and effect for an initial term of one year. Upon expiration of the initial term, this Agreement will automatically renew for successive one-year terms. Either Party may terminate this Agreement at any time without cause by giving at least thirty (30) days’ prior written notice to the other Party.

4.2 Effect of Termination. Termination will have no effect upon the rights or obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.

4.3 Waiver. No waiver by either Party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such waiver is expressed in writing by the Party to be bound.

V. INSURANCE AND INDEMNIFICATION

services inconsistent with the legal and regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

1.3 Provision of Healthcare Professional. If the Parties agree in writing that Walgreens will provide Covered Services at off-site locations, Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Services at such off-site locations. Any requests for additional personnel will be subject to mutual agreement by the Parties and may require to additional agreed-upon fees to be paid by Client to Walgreens in accordance with this Agreement.

II. CLIENT'S RESPONSIBILITIES

2.1 Off-Site Locations. If the Parties agree in writing that Walgreens will provide Covered Services at off-site locations, Client will provide Participants with notice of the dates, times and locations for such off-site locations and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. Additionally, Client guarantees that an average minimum of zero/0 Immunizations will be administered to Participants at each of Client's off-site locations per contract year ("**Site Minimum**"). If Walgreens determines that the Site Minimum is not achieved for the contract year (determined by taking the total number of Immunizations administered at all off-site locations divided by the number of off-site locations in such contract year ("**Site Average**"), Walgreens will invoice Client for the difference between the Site Minimum and Site Average multiplied by the number of off-site events. The sum of which will be multiplied by the lowest reimbursement rate set forth in table in Attachment A and Client shall pay such amount within 30 days of being invoiced by Walgreens.

5.1 Insurance. Each Party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, such insurance as may be necessary to insure each respective Party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. Walgreens will automatically name Client as Additional Insured under its applicable insurance policy(ies). Evidence of such insurance can be downloaded from Walgreens' website. Client will provide a memorandum or certificate of insurance coverage to Walgreens upon request.

5.2 Indemnification. To the extent permitted by law, each Party will indemnify, defend, and hold harmless the other Party, including its employees and agents, from and against any and all third-party claims or liabilities arising from the negligence or wrongful act of the indemnifying Party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This Section will survive the termination of this Agreement.

VI. GENERAL TERMS

6.1 Confidentiality of PHI. Both Parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("**Protected Health Information**" or "**PHI**") in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either Party's use of any aggregated Participant information that does not contain PHI. This Section will survive the termination of this Agreement.

6.2 Advertising. Neither Party may advertise or use any trademarks,

2.2 Vouchers. If the Parties agree in writing that Walgreens will provide Covered Services upon receipt of a voucher, Client will provide Participants with a voucher (in a format agreeable to both Parties), which Participants may redeem at a participating Walgreens store location. Client may not rescind, retract, reduce or deny payment owed to Walgreens for claims where Covered Services have been provided to its Participants, even if Client no longer considers the individual redeeming the voucher to be a Participant.

III. PAYMENT AND BILLING

3.1 Payment. For Covered Services where: (i) Participant provides evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) prior to the provision of Covered Services; (ii) and Walgreens is contracted such third-party insurance or government funded program, Walgreens will submit the claim for that Participant and any copayment, coinsurance, deductible owed by the Participant will be collected at the time of service or billed at a later date. If such evidence is not provided at the time of service, Walgreens will either, as agreed to by the Parties, collect from the Participant or invoice Client monthly at the lesser of the prices stated herein or the Usual and Customary Charge. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer for an Immunization by the administering pharmacy at the time of administration, exclusive of: (i) sales tax; (ii) discounts claimed, and (iii) discounts provided for prescription drug savings card or other similar discounts. Client will reimburse Walgreens within thirty (30) days from receipt of the monthly invoice and must be sent to the remittance address stated on the invoice. The invoice will contain the following data elements, and no further

service marks, or symbols of the other Party without first receiving the written consent of the Party owning the mark and/or symbol with the following exceptions: Client may use the name and the addresses of Walgreens' locations in materials to inform Participants that Walgreens provides Covered Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

6.3 Force Majeure. The performance by either Party hereunder will be excused to the extent of circumstances beyond such Party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the Parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances.

6.4 Compliance. The Parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each Party will cooperate with reasonable requests by the other Party for information that is needed for its compliance with applicable laws, rules, and/or regulations.

6.5 Assignment. Neither Party may assign this Agreement to a third-party without the prior written consent of the other Party, except that either Party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company without such consent. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any Party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each Party, its respective successors

information will be provided: Group ID, store number, prescription number, patient name, recipient number, physician name, cost, service fee, copayment amount, sales tax, total charge, date of service, and drug name/NDC.

3.2 Late Payment. All sums owed by Client to Walgreens will bear interest of 1.5% per month from the date payment is due until paid; however, in no event will such interest rate be greater than the rate permitted by law. Client shall be solely responsible for any and all costs incurred by Walgreens in seeking collection of any delinquent amounts owed by Client. Walgreens may invoice Client for interest and costs due under this Section on a monthly basis and payment will be due within 30 days from receipt.

and permitted assignees.

6.6 Notices. All notices provided for herein must be in writing sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

6.7 Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the Parties relating to the subject matter herein and supersedes any previous contract, for which the signatories are authorized to sign for, and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each Party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.



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

RAFFLE & TAG SALE PERMIT

PLEASE Complete and Return to Selectmen's Office -- NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Rev. Thomas E Reilly, Assembly 633, Knights of Columbus ,Dover, NH

Federal Tax ID number for Organization: 02-0336947
Charitable nonprofits that have been in existence for at least 2 years are permitted to conduct fundraising raffles in New Hampshire; this includes any person or entity that is determined by the Internal Revenue Service to be a tax exempt organization pursuant to section 501(c)(3) of the Internal Revenue Code; however, "Charitable organization" is not limited to those organizations to which contributions are tax deductible under section 170 of the Internal Revenue Code.

Check (✓) Nature of Organization:

Religious Educational Charitable Civic Sports Veterans Fraternal or Political

Other (Describe) _____

Contact Person: Paul McManus Day Time Telephone: 603-953-4260

Address: 5 Arrowbrook Rd., Dover, NH Email surferbuzz@comcast.net

Type of Permit: Raffle Tag Sale

Date of Event: Oct. 21 & 22, 2016 Specific Time: 9 AM - 3 PM

Location of Event: Lee Market Basket

Please be advised the Town will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The Town Administrator may contact you to obtain additional information. You must provide a way for us to contact you during the day so that your request can expedited. Information on these requirements may be found at: <http://www.doi.nh.gov/charitable-trusts/faq.htm>

For Raffle Permits Only:

Prize (s) To Be Awarded: \$500 Market Basket Shopping Cards

Cost of Ticket: \$2 each, 3 for \$5 Date of Drawing: Oct.27, 2016

Place of Drawing: St.George Meeting Hall, Chapel St., Dover. NH 03820

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE Select Board PER the provisions of *RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.*

SIGNATURE OF APPLICANT: Paul McManus DATE: 8/19/16

Select Board Approval _____ Date: _____

(Chairman's Signature)

To: **WAYNE LEHMAN** of Lee, New Hampshire in the **County of Strafford:**

Whereas, there is a vacancy in the office of the FACILITIES COMMITTEE and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until June 30, 2017.

Given under our hands, this 12TH day of September, 2016

.....>

.....> **SELECT BOARD**

.....>

I, _____, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the FACILITIES COMMITTEE according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the **State of New Hampshire - So help me God.**

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **WAYNE LEHMAN** took and subscribed the foregoing oath. Before me,

.....

Linda R. Reinhold, **Town Clerk**

Date: _____, 2016

Received and Recorded:



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: Wayne Lehman

Address: 8 Durgin Dr, Lee, NH 03861 Phone/Cell: Home: 603-397-5171

Cell: 603-81704609

of Years as a Resident: 14

Email address: wacast@comcast.net

Full Membership (3 year term) position applying for: Facilities Committee

Term Expires on the following date: 2019

Alternate Position (3 year term) position applying for: Facilities Committee

Term Expires on the following date: 2017

I feel the following experience and background qualifies me for this position: I am currently a member
the Ad-Hoc Racetrack Committee and the Planning Board for the Town of Lee. I have prior planning and
recreation committee experience from my prior residence in California.

Wayne L. Lehman
Signature

09-02-2016
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.



OFF-SITE SIGNATURE CARD PAGE 1 OF 2
INFORMATION ABOUT THE AUTHORIZED SIGNERS

Account Number _____ Date _____

Business Name Town of Lee Tax ID# _____

Trade Name of Depositor, If Any
(i.e. Doing Business As)

Business Address C/O Selectmans Office, 7 Mast Rd City Lee State NH Zip 03861

Employee Name Christina Dow Employee # 63410 OD Officer # 31192 Account Type _____
Only use this form as a signature card for off-site visits or if a People's United Bank, N.A. employee does not verify the signer's identity. A Notary signature is required ONLY if a People's United Bank employee does not verify the signer's identity.
Make additional copies if more than four signers. Always fax the signed signature card to Doc View.

Business Owner and Authorized Signer Information

The OWNER is an owner, managing member, general partner, authorized officer or principal of the business and an authorized signer on the account.
The SIGNER is an authorized signer on the account. By designating a person as a Signer, Owner represents and warrants to People's United Bank that the person has the authority to act on behalf of the Business with respect to the Account.

By signing this signature card I/we agree that I/we have received a copy of the Business Deposit Account Contract, Business Schedule of Deposit Account Charges and Business Deposit Accounts Schedule of Interest and agree to the terms and conditions contained therein as they may be modified from time to time. I/we agree to waive any right to trial by jury in connection with the Account.



State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 1313, Concord, NH 03302-1313
Telephone (603) 230-5000
www.revenue.nh.gov



John T. Beardmore
Commissioner

MUNICIPAL AND PROPERTY
DIVISION
Stephan W. Hamilton
Director

9/1/2016

David M. Cornell
Assistant Director

TOWN OF LEE
OFFICE OF SELECTMEN
7 MAST ROAD
LEE NH 03824

SECOND REQUEST

Re: PA-28 Inventory of Taxable Property Form for **2017**

Dear Assessing Official,

This is our annual request to municipalities to determine whether the municipality will be utilizing the Form PA-28, Taxpayer Inventory Blank in accordance with RSA 74:4 for **2017**. If Yes, please check the "**WILL**" Box below and indicate the number of forms needed. If your municipality has elected Not to use the Inventory form, in accordance with RSA 74:4-a, please check the "**WILL NOT**" Box below.

Please return this entire form with the section below completed and signed no later than **September 15, 2016** to the Department of Revenue Administration, PO Box 1313, Concord NH 03302-1313 or scan and e-mail to equalization@dra.nh.gov.

If you are electing to use the form, it is our suggestion that you indicate your municipalities telephone number on your return-mailing label, should the taxpayers need to contact your municipality.

Please feel free to contact Cindy Paige at (603) 230-5971 if you require additional information.

Sincerely,



Linda C. Kennedy
Manager

WILL NOT be using the PA-28 Form in 2017
Or
 WILL be using the PA-28 Form in 2017

Number of PA-28 Forms Requested by the Municipality for 2017 # _____
(Our print order is based upon what is needed, so please be sure to order an adequate amount.)

Julie E. Glover
Print Name of Contact Person

9/1/16
Date

603-659-5414
Contact Telephone #

Signature of Assessing Official

Date

Signature of Assessing Official

Date

Signature of Assessing Official

Date

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

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



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner



William Cass, P.E.
Assistant Commissioner

Scott Bugbee, Chairman of Selectmen
Town of Lee
7 Mast Road
Lee, NH 03861

Re: Lee Highway Block Grant Aid – in Accordance with RSA 235:23
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways

Dear Mr. Bugbee:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2017 (July 1, 2016 thru June 30, 2017) based on estimated revenues through June 30, 2016. The Block Grant Aid payment includes an additional payment resulting from the increased highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total could possibly change based on final audited State Fiscal Year 2016 revenues. The resulting adjustment will be reflected in the April payment. Corrections were made to the unaudited 2016 revenue estimate following the July 2016 payment. As a result of the revenue correction, the October 2016 payment will include a downward adjustment to reconcile the overpayment included in the July 2016 distribution. The sum of the July and October payments will equal 60% of the annual total as prescribed in RSA 235:25. Funding is anticipated to be available upon the availability and continued appropriation of funds in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of Lee during Fiscal Year 2017 (July 1, 2016 to June 30, 2017) is as follows:

Table with 2 columns: Payment Period and Amount. Rows include July 2016 Actual Payment (\$34,219.01), October 2016 Actual Payment (\$31,673.61), January 2017 Actual Payment (\$21,964.21), and April 2017 Estimated Payment (\$21,964.19).

FY16 \$107,391

TOTAL FOR FY 2017: \$109,821.02

In generalized terms and in accordance with statutory provisions for distribution of Apportionment "A" and SB 367 funds, a disbursement is made of approximately \$1,439.00 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13.00 for each person residing in a municipality based on the state planning estimate of population. Apportionment "B" is distributed this year to 18 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

Please contact us at 271-3344 if you have any questions.

Sincerely,
Nancy J. Mayville, PE
Municipal Highways Engineer
Bureau of Planning and Community Assistance

NJM/dmp

Julie Glover

From: arlonchaffee@gmail.com on behalf of Arlon Chaffee <arlon@lococycling.com>
Sent: Thursday, September 08, 2016 7:04 AM
To: Julie Glover
Cc: Tom Dronsfield
Subject: Charity Bicycle Ride - October 15th - passes through Lee
Attachments: Town of Lee NH.pdf

Julie - the 6th Annual King Challenge charity bicycle ride will take place on Saturday Oct 15th. The ride starts and finishes at Timberland in Stratham. The route again comes through Lee: Camp Lee> Rt 152 W> Demerit> Cartland> Lee Hill> Wednesday Hill.

The ride starts at 9AM at in Stratham so the fastest riders would hit Campground Rd town line around 10:30AM. Remaining riders would be coming through town approx 10:45-11:45AM then onto Weds Hill.

These times are estimates as we'll be 25-30 miles into the ride and cyclists ride at their own pace and take their own time at the rest stop in Epping and the water stop on Cartland Rd. There is a "lead pack" of 75-80 riders led by trained motorcyclists and followed by a "sag-wagon"; they are the fast group with other riders as individuals, pairs or smaller groups of 3-15 riders.

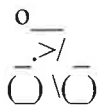
We expect up to 400 riders this year but, by the time they reach Lee, they should be fairly spread out. We have all corners marked with (pole mounted) arrows and put up motorist Caution signs during the week before the event. All signs should be removed by a sweep vehicle that day or, latest, within 24 hours. Riders are instructed to obey the rules of the road.

I am sending along a cert of insurance - see attached. I am also cc'ing Chief Dronsfield, in case we need to discuss any public safety aspects of the ride.

Of course, I am happy to answer any questions either of you may have.

Thanks!

Arlon



Friends don't let friends ride slow

Arlon A. Chaffee
Big Wheel, LOCO Cycling, Inc.
PO Box 471
Newmarket NH 03857
Phone: [603.682.9954](tel:603.682.9954)

Please consider the environment before printing this e-mail



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: Fairly Group Certificates
	PHONE (A/C, No, Ext): (806) 376-4761 FAX (A/C, No): (806) 337-1859 E-MAIL ADDRESS: certs@fairlygroup.com
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Lexington Insurance Company 19437
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE X OCCUR		015375404	12/31/2015	12/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job 2016-2962

Endorsement NAMEDINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement LX4309 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Town of Lee NH 7 Mast Rd. Lee, NH 03861	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
(06/14) - Additional Insured - Designated Person or Organization.

Event Number: 2016-2962
Event Name: King Challenge
Event Location: Stratham, NH
Event Date(s): 10/15/2016

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 12/31/2015

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative