

SELECT BOARD MEETING AGENDA

DATE: Monday, September 26, 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. **Larry Kindberg, Recreation Commission Chair – Discuss Responsibilities of Commission**
Revisit the purpose and responsibilities of the Recreation Commission and determine if any changes should be made to the existing charge.
4. **Randy Stevens, Highway Supervisor**
 - a. **Part-time driver and part-time rates** – *Request permission to hire a non-CDL part-time driver (currently a part-time employee at the TS); increase the pay rate of the current part-time CDL driver (also a FT firefighter) to his FF pay rate; increase the rate for one CDL driver from \$17.50 to \$19.00 per hour and increase one non-CDL from \$16.00 to \$16.50 per hour.*
 - b. **Expanding Parking Lot at LRP** – *Report to the Board the outcome of his conversation with Eversource with regards to expanding over their underground conduit. Update the Board on the cost to create these extra parking spaces in the southern part of the LRP parking lot.
Review correspondence from NH Division of Historical Resources regarding cellar hole.*
5. **Julie Glover, Town Administrator & Randy Stevens, Highway Supervisor – Potable Water at LRP**
 - a. *Mr. Stevens to report to the Board how much water the water system uses at LRP and what the State needs for a design to accompany the permit.*
 - b. *Discuss costs to have an outside firm operate/manage the potable water.*
6. **Caren Rossi, Planning and Zoning Administrator - CIP Committee**
Discuss the CIP Budget objectives for FY18
7. **Chief Tom Dronsfield – “E-Ticket” Equipment**
Requests permission to accept a Federal Highway Safety grant in the amount not to exceed \$3600 and submit a department in-kind match in the amount of \$900 for the purchase of “E-Ticket” Equipment to be installed into police cruisers.
8. **Chairman Scott Bugbee – Town of Lee Employee Job Descriptions**
Review the town employees' job descriptions.
9. **Julie Glover, Town Administrator**
 - a. *Facilities Committee – Discuss Draft minutes from Sept. 19, 2016 meeting*
 - b. *FY18 Budget Calendar- review and approve*
 - c. *Drought and the State recommended water restrictions*
 - d. *Final Assessing Values - review and approve*
 - e. *MS-1 – review and approve*
 - f. *TV Monitor or Message Board at Transfer Station and Town Electronic Message Board*
 - g. *Allocation of FY17 Salary Pool*
 - h. *Trees at LRP - \$500 Pawtuckaway Nursery Gift Certificate*
 - i. *Lapel Pins – Longevity Acknowledgments*
 - j. *Discretionary Preservation Easements*
 - k. *Miscellaneous*
10. **Motion to accept the Consent Agenda as presented:**

SIGNATURES REQUIRED
Facilities Committee Application

INFORMATION ONLY
Hooksett Telecommunications Tower Notice
Letter from Peter Macdonald

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

11. **Motion to accept the Public Meeting Minutes from September 12, 2016.**

12. Motion to accept Manifest #6 and Weeks Payroll Ending September 25, 2016.
13. Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) Personnel x2 - Roll Call Vote required.
14. Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.
15. Miscellaneous/Unfinished Business
16. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on September 23, 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: 9/20/16
date.
Agenda Item No. 4a
Click here to enter number.

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/26/2016

Agenda Item Title: Part Time Plow Drivers

Requested By: Randy Stevens

Date: 9/21/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: Recommend hiring an additional non-CDL PT driver who is currently working PT at the Transfer Station (at his existing rate of pay;) would like to increase the hourly rate of the PT CDL driver who now works full time at the FD to his current pay rate; increase the hourly rate for one long time CDL driver from 17.50 to 19.00 per hr; and increase one long time non- CDL driver from 16.00 to 16.50 per hour. Also would recommend offering an incentive of \$250 dollars each to PT drivers who finish the season. Reasons for above to be stated at meeting.

Financial Details: An estimated additional cost of \$2200 to come out of 01.43111.116 (PT on-call wages)

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the Highway Department Supervisor's recommendations for adding an additional part-time plow driver, wage increases as stated for existing part-time plow drivers, and a \$250 per PT driver incentive for drivers who finish the season.

4B

Julie Glover

From: Feighner, Edna <Edna.Feighner@dcr.nh.gov>
Sent: Thursday, September 22, 2016 8:46 AM
To: Julie Glover; Wolek, Gail
Subject: RE: Town of Lee Cellar Hole

Hi Julie,

Yes, we still agree that one form of preservation would be burial, or if you choose to leave the top few courses of stone visible with a clean fill within the cellar. These are the recommendations we give to all divisions that manage properties that contain archaeological sites.

Edna

Edna Feighner
Review and Compliance Coordinator/ Historical Archaeologist
NH Division of Historical Resources
19 Pillsbury Street, Second Floor
Concord, NH 03301
603-271-2813

About the New Hampshire Division of Historical Resources:

The New Hampshire Division of Historical Resources was established in 1974 as the "State Historic Preservation Office." The historical, archaeological, architectural and cultural resources of New Hampshire are among its most important environmental assets. Historic preservation promotes the use, understanding and conservation of such resources for the education, inspiration, pleasure and enrichment of New Hampshire's citizens. For more information, visit us online at www.nh.gov/nhdhr or by calling (603)271-3483.

NHDHR is in the process of scanning our paper records. Consequently, availability of certain records may be limited during the next several months. When scheduling a research or file review appointment please specify the town and document type you wish to review. We will do our best to accommodate your research needs in a timely fashion during this process.

From: Julie Glover [<mailto:townadministrator@leenh.org>]
Sent: Tuesday, September 20, 2016 2:44 PM
To: Feighner, Edna; Wolek, Gail
Subject: Town of Lee Cellar Hole

Good Afternoon:

In 2008, you both provided guidance to the Town of Lee regarding a cellar hole located on Town Property now known as Little River Park. At the time, the Board of Selectmen opted not to fill in the cellar hole, although you indicated that it was a viable option. The Park is located on North River Road (if you type "Little River Park, Lee NH" into Google Maps you will see brand new pictures.)

Since then, the Town has continued to make improvements to the Park by adding walking trails, playground equipment, a multi-purpose playing field, and an open air pavilion. This has led to increased use of the park, which is a good thing. However, in a recent discussion regarding how to increase parking, the cellar hole was once again reviewed and, although we are not going to expand parking at that end of the parking lot, the Selectmen expressed concern that someone might "fall" into the cellar hole.



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

Office Use Only

Meeting Date: 9/26/16

Agenda Item No. 7

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/26/2016**

Agenda Item Title: Office of Highway Safety Grant

Requested By: Chief Tom Dronsfield Date: 9/19/2016

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

Presented By: Chief Tom Dronsfield

Description: Advise board that we are being awarded a grant for "E-Ticket" equipment for the cruisers. There is a \$900 in-kind match for which the Lee Police Department is responsible (this match would be for the installation into the cruisers).

Financial Details: Grant amount \$3,600; PD in-kind match \$900

Legal Authority: 31:95-b

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOVE to accept the NH Office of Highway Safety Grant in the amount of \$3,600 for the purchase of E-Ticket equipment to be installed in police cruisers.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

Project Title: Lee E-Ticket Equipment

Project #: 310-17A-028

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 # 659-5866	1.6. Effective Date 10/01/16	1.7. Completion Date 09/30/17	1.8. Grant Limitation \$3,600.00
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 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 Thomas C. Dronsfield, Jr., Chief of Police	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2 Scott Bugbee, Chairman of the Board of Selectmen	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
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").

Subrecipient Initials _____ Date _____

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

14. 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.

15. 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.

16. 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.

17. 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.

17.1 INSURANCE AND BOND.

17.1.1 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:

17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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) \$3,600.00 for E-Ticket Equipment, 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					
b. Current Expenses					
c. Equipment	\$3,600.00	\$3,600.00			
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)	\$3,600.00	\$3,600.00			

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

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	
b. Current Expenses	
c. Equipment	\$3,600.00
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	\$3,600.00

Project Cost is 80% Federal Funds, 20% Applicant Share
Awarding Agency: Office of Highway Safety (OHS)
Project Title & Number: Lee E-Ticket Equipment #310-17A-028
PSP & Task #: 17-04 M3DA 13
Award Title & #: Highway Safety Grant # 405c Funds
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
In Kind Match: \$900.00

2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$3,600.00.
- 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 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 _____

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: _____

FACILITIES COMMITTEE

Meeting Minutes – September 19, 2016

Opening: The Facilities Committee was called to order at 7pm on September 19, 2016 at the Lee Safety Complex by Deborah Schanda

Present: Paul Gasowski, Larry Kindberg, Wayne Lehman, Deborah Schanda

Absent: David Meeker

Public Attendance: Scott Bugbee

Approval of Minutes: August 22, 2016 meeting minutes submitted by David Meeker approved.

Discussion:

In response to the recent events regarding the activity of the Select Board in moving forward an agenda that appears to be in conflict with the charge of the Facilities Committee, the committee discussed at length the points of redundancy between the Board and the Committee as well as the perceived improper behavior of the Board.

Paul: started the conversation by asking the question “Where are we?” The Board has expressed its will in narrowing the focus to consider only the Stevens Field property as a suitable location for a new Town Hall and has taken on the body of work. The Board stated that the Facilities Committee should run parallel but would have different roles. Deborah spoke at the Select Board meeting stating that this initiative by the Board is an affront to the Facilities Committee. An explanation from the Board is in order as to why the decision was made to take on this work themselves, why the Facilities Committee was not contacted when meetings were held that expressly addressed deliverables of the Facilities Committee, why there was the belief that the Facilities Committee was not meeting when both agendas and meeting minutes were sent to the Town Secretary, Denise Duval. It was not the fault of the committee that it didn’t start earlier in the summer as no one was contacted despite emails sent to the Town Administrator, Julie Glover by Paul and Deborah. Larry was asked to convene the committee though there is no understanding as to why he was selected despite the question being posed. Despite the overtures made by the Board, there is no substantive reason to abandon the charge. With construction and renovation comes big dollars and the town deserves transparency. The action of the Select Board warrants a letter of explanation to the Facilities Committee. On Aug 15th, the Board elected to discuss the topic of the town facilities under the consent agenda. The town has grown up now with a town administrator and thus these errors should not occur. The Select Board needs to acknowledge its error and accept accountability. Deborah asked about the differing roles between the work the Select Board has taken on and the Charge of the Facilities Committee. Paul recollected that the Board stated they would take on the new building while the Facilities Committee would take on renovation of existing buildings. The public expressed their desire for a

FACILITIES COMMITTEE

Meeting Minutes – September 19, 2016

comprehensive plan coupled with a phased approach and the associated dollars. The Facilities Committee Charge specifically states that the deliverables are due by June 2017 yet there the Board is working with urgency. This is not the way it should be.

Larry reiterated the statement made in an email sent in response to being invited to the Select Board meeting to be made aware of the work they had taken on: “Why are we doing this?” Recounting of Mr. Tappan’s remarks of a meeting in Concord where it was stated that there is no appreciation for the volunteer efforts of the persons serving on committees. This can be seen in the treatment of the Recreation Committee with several examples cited. The Facilities Committee must stay to the end as it is the best way to ensure there are checks and balances.

Deborah stated that John LaCourse inferred the Board meeting of Sept 12th, that the Facilities Committee should continue and the Select Board to cease their activities.

Wayne stated that he was in favor of moving forward with the charge as is.

Further conversation regarding how the Board could state that they didn’t know the Facilities Committee didn’t meet when Larry informed the Board at the same meeting that the Board elected to discuss the town facilities as part of the consent agenda.

Paul: this is a big project; the committee should look all around.

Wayne: pursue the project as long as not cherry picked.

Larry: stay the course. The Town Center Committee gathered good information and a lot of work has already been done.

Wayne: 100% agreement, lot of work already completed, same as the Race Track

Further discussion regarding timing and Board comments: Board would like the proposal as a warrant article for spring 2017. Paul stated he didn’t see how this could happen. Cary Brown was noted as stating that the Board to talk together and act together. Paul stated “Who will ask the serious questions?” It is problematic for any board to act as such. John LaCourse was noted as stating “There was no vision for a project”.

The committee concludes that we should move on, continue as planned.

Deborah asks if there is a desire to move more quickly. An approach would be to analyze all options for the Town Hall and all options for the Library with associated pros and cons. Is the parsonage an option?

FACILITIES COMMITTEE

Meeting Minutes – September 19, 2016

Larry: the church is not happy with the town. Over the years the church has deeded land to town and been a partner with the town but town does not reciprocate. Church events are not allowed to be included in the E-Crier. Church has done a lot and the town has done nothing. Many church members are on committees and serving as chairs. There was a previous discussion for the church to sell a parcel of land to the town; this was discussed during the Town Center Committee sessions. The parsonage is historic and will take significant dollars to repair and renovate. Church may continue to consider but it will take a paradigm shift.

Town Hall Options:

<u>Option#</u>	<u>Option Name</u>	<u>Additional Information</u>
1	Town Hall Addition	Requires temporary relocation
2	Public Safety Complex Addition	
3	Stevens Field	Documentation shows it is buildable
4	Parsonage	Historic, expensive to repair and renovate
5	Bricker Property	Buildable, ~ 3.5 acres
6	Library	

Action Items:

- Review pros and cons from Town Center Committee proposal
- Document further information regarding options, if known

Agenda for Next Meeting:

- Discussion of Town Hall options and pros and cons
- Discussion of Library options and pros and cons
-

Adjournment: Meeting was adjourned at 8:15 pm by Deborah Schanda. The next meeting will be at 6:30 pm on September 26, 2016, at the Lee Safety Complex

Minutes submitted by: Deborah Schanda

Approved by:

October 2016

FY18 Budget Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	7:00 p.m. ABC/Select Board Budget Meeting	5	6	7
8						
9	6:30 p.m. Select Board Meeting	10	7:00 PM ABC/Select Board Budget Meeting	11	12	13
						14
						15
16	17	18	7:00 p.m. ABC/Select Board Budget Meeting ABC Discussion	19	20	21
						22
23	6:30 p.m. Select Board Meeting	24	25	26	27	28
						29
30	31					

November 2016

FY18 Budget Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	7:00 p.m. 2 ABC/Select Board Budget Meeting	3	4	5
6	6:30 p.m. 7 Select Board Meeting	8 Election Day	9	10	11 VETERANS DAY	12
13	14	15	7:00 p.m. 16 ABC/Select Board Budget Meeting Selectmen Budget	17	18	19
20	6:30 p.m. 21 Select Board Meeting	22	23	24	25 THANKSGIVING HOLIDAY	26
27	28	29	7:00 PM 30 ABC/Select Board Budget Meeting			

December 2016

FY18 Budget Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	6:30 p.m. Select Board Meeting	5	6	7	8	9
			ABC Budget Discussion 7:00 p.m.			10
11	12	13	14	15	16	17
			ABC Budget Discussion 7:00 p.m.			
18	6:30 p.m. Select Board Meeting ABC Presents Budget Recommendation	19	20	21	22	23
						24
25	26	27	28	29	30	31
CHRISTMAS HOLIDAY						

January 2017

FY18 Budget Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	6:30 p.m. 3	4	5	6	7
NEW YEAR		Select Board Meeting			Last Day for Bond Petition Warrant Article	
		1st Budget PUBLIC Hearing				
		Approve Default Budget Review Draft Warrant				
8	9	10	11	12	13	14
		Last Day for Petition Warrant Article				
		Last Day to Notice Budget Public Hearing				
15	16	6:30 p.m. 17	18	19	20	21
	MLK DAY	Select Board Meeting				
		2nd Budget Public Hearing				
		Last day to hold public hearing on bond				
22	6:30 p.m. 23	24	25	26	27	28
	Select Board Meeting		First Day to File for Elected Office			
	Finalize Budget & Warrant					
29	6:30 p.m. 30	31				
	Select Board Meeting					
	Last Day to Post Warrant & Budget					

February 2017

FY18 Budget Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
					Last Day to file for elected office	Deliberative Session 9:00 a.m.
5	6	7	8	9	10	11
						Snow Day Deliberative Session
12	6:30 p.m. Select Board Meeting	13	14	15	16	17
						18
19	20	21	22	23	24	25
	PRESIDENTS DAY					
26	6:30 p.m. Select Board Meeting	27	28			

March 2017

FY18 Budget Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3	4	
5	6	7 Town Report Due	8	9	10	11	
12	6:30 p.m. Select Board Meeting	13 Ballot Session	14	15	16	17	18
19	20	21	22	23	24	25	
26	6:30 p.m. Select Board Meeting	27	28	29	30	31	



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

Office Use Only

Meeting Date: 9/26/2016

Agenda Item No. 9c

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/26/2016

Agenda Item Title: Drought and State Recommended Water Restrictions

Requested By: Town Administrator Julie Glover **Date: 9/22/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover

Description: NHDES is urging the public to discontinue non-essential outdoor water use and to take efficiency measures indoors. NHDES is also recommending that municipalities implement mandatory lawn watering bans.

Financial Details: n/a

Legal Authority: NH RSA 38:26; 41:11-d; 625:9

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to implement a mandatory residential outdoor lawn watering ban with the following provisions:

Prohibit all residential lawn watering until further notice;

Institute penalties for violations of the restrictions imposed by this regulation:

First violation: Warning

Second violation: \$_____ fine

Each Additional Violation: \$_____

Authorize any sworn officer of the Lee Police Department to initiate any enforcement action of the provisions of these regulations.

AND:

Move to authorize the Town Administrator to prepare a Press Release for general circulation and post in at least two public locations and provide the public with actions that can be taken to conserve water.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

Municipal Role in Managing the Drought Emergency in New Hampshire

On September 16, 2016, Governor Hassan, representatives of municipalities, and state and federal agencies held a conference call to discuss the drought. NHDES is urging the public to discontinue non-essential outdoor water use and to take efficiency measures indoors. NHDES is also recommending that municipalities implement mandatory lawn watering bans and that those municipalities which have set up a location for emergency water supply, ensure that the supply being offered is safe to drink.

As a municipality, you are being asked to assist with mitigating drought impacts by taking the following actions:

- Implement lawn watering bans and report bans to NHDES.
- Contact NHDES with the location of emergency water supplies established for private well owners impacted by the drought. If the water supply is not a public water system, contact NHDES to request sampling.
- Provide the public with actions that can be taken to conserve water.
- Provide residents on private wells with information on how to address drought impacts.

Below is guidance for completing the above, including a link to a model ordinance for banning lawn watering, outreach materials for the public and private well owners, a list of contacts, and a press release template for your use.

Drought Conditions

Southern New Hampshire is experiencing a drought emergency. Southern New Hampshire has received about 50% of its normal rainfall over the last six months. Streamflow and groundwater levels are at historic low levels. Some New Hampshire residents on private wells, as well as some community water systems are experiencing water supply shortages. More widespread shortages are imminent if rainfall does not replenish our lakes, streams and groundwater supplies before winter weather sets in, as our water resources will probably not be substantially refilled until after the snowmelt during the spring of 2017. The drought condition is a very slow-moving natural disaster that may continue to worsen.

To stay informed on the latest drought conditions and current drought related information go to the NHDES Drought Management Program webpage at:

<http://des.nh.gov/organization/divisions/water/dam/drought/index.htm>.

Authority to Restrict Lawn Watering

Average indoor water use per capita in New Hampshire is approximately 63 gallons per day. In the summer, total water use increases to 93 gallons per capita per day due to outdoor water use, mostly attributed to lawn watering. Since July of this year, NHDES has encouraged New Hampshire residents to stop lawn watering immediately in response to the drought. Public water systems in New Hampshire have authority to restrict or ban residential lawn watering by their customers. Municipalities have broader authority under RSA 41.11-d to adopt regulations to restrict or ban outdoor lawn watering for

DES Web Site: www.des.nh.gov

households that obtain water from either a private well or public water system. Those restrictions can take effect when the state or federal government has declared a state of drought.

More information about lawn watering restrictions and a model regulation can be found at http://des.nh.gov/organization/divisions/water/dwgb/water_conservation/documents/mo-lawn-watering-rstrctn.pdf.

To add your water system to the water ban and restriction list posted at http://des.nh.gov/organization/divisions/water/dwgb/water_conservation/documents/waterban.pdf, e-mail Stacey Herbold, NHDES Water Conservation Program, at stacey.herbold@des.nh.gov with the following information:

- PWSID (if applicable):**
- Name of water system (if applicable):**
- Town:**
- Is the ban voluntary or mandatory?:**
- Details of the restriction/ban:**

Providing Emergency Water Supplies to the Public

A number of municipalities have provided access to an emergency water supply for use by residents that rely on private wells impacted by drought. Some municipalities have designated a location in town where people can get water. Where possible, municipalities should designate a local source of water that is already associated with a state regulated public water system to ensure the water is safe. If a source of drinking water is made available to the public that is not associated with a public water system, please contact NHDES at (603) 271-0660 to request testing of the water to ensure its safety.

Fire departments have also delivered drinking water to area farms to provide water for livestock or to irrigate crops. These efforts are critical to area farmers who are struggling to grow food for their livestock and provide them drinking water. Fire departments should not use their tanks to deliver water to households by refilling wells, nor should water from fire department tanks be used for human drinking and cooking. This activity could result in contamination of groundwater and cause people consuming the water to become sick.

Please provide the location of emergency supplies to Stacey Herbold, NHDES Water Conservation Program, at stacey.herbold@des.nh.gov. A list will be maintained on the NHDES Drought Management Program page.

Message to Provide to the Public

See "2016 Emergency Drought Guidance for the Public":

<http://des.nh.gov/organization/divisions/water/dam/drought/documents/publicemergency.pdf>

See “2016 Drought Guidance for Homeowners on Private Wells”:

<http://des.nh.gov/organization/divisions/water/dam/drought/documents/droughtguidehome.pdf>

Municipal Drought Contacts:

Drought Management Team: Brandon Kernen brandon.kernen@des.nh.gov (603) 271-0660

Fire Danger: Brian Thibeault (603) 223-4289

Homeowner Private Wells: Rick Schofield richard.schofield@des.nh.gov (603) 271-1974

(If well has failed, homeowners should also contact the local health officer.)

Large Public Water System Water Shortages: Rick Skarinka richard.skarinka@des.nh.gov (603) 271-2948

Lake Levels: Jim Gallagher james.gallagher@des.nh.gov (603) 271-1961

Press Inquiries: Jim Martin james.martin@des.nh.gov (603) 271-3710

Small Public Water Systems Water Shortages: Shelley Frost shelley.frost@des.nh.gov (603) 271-2949

Stream Flows: Ted Diers ted.diers@des.nh.gov (603) 271-3289

Surface Water Withdrawal Inquiries/Complaints: Stacey Herbold stacey.herbold@des.nh.gov (603) 271-6685

Water Restrictions, Lawn Watering and Water Restriction Ordinances, Water Efficiency: Stacey Herbold stacey.herbold@des.nh.gov (603) 271-6685

Model Press Release

MUNICIPALITY NAME Implements Outdoor Water Ban and asks Residents to Conserve amid Persistent Drought Conditions

MUNICIPALITY NAME has adopted a lawn watering restriction ordinance and is requiring all residents, including those on private wells to stop watering lawns and is requesting the entire community take steps to conserve water. This drought is historic, southern New Hampshire has not experienced such a drought in nearly 50 years and all sections of the state are experiencing low stream flows and groundwater levels. Some New Hampshire residents on private wells, as well as some community water systems are experiencing water supply shortages. An above average amount of mild rainstorms that allow water to soak in are needed to fully recharge lakes, rivers and groundwater sources before the winter. It is unlikely that the amount and type of rain needed will be received to fully recharge water sources. Widespread shortages are imminent if the recharge from rain the state does receive is not used wisely. MUNICIPALITY NAME needs the cooperation of customers to help protect water supplies now and through the winter.

Outdoor water use, primarily for lawn watering, is one of the largest consumptive uses in the summer months. Lawn watering is straining water supplies and needs to be ended. There are also many opportunities indoors to use water more efficiently with little effort that will save not only water, but energy, and money. Indoor use can be cut by 20% or more by turning off faucets while washing dishes and hands, only washing full loads of laundry, and taking shorter showers, as well as by replacing old showerheads, toilets, sink aerators, and washing machines with EPA WaterSense and Energy Star® certified products. Also, repairing running toilets can save hundreds of gallons a day. For current drought information and water efficiency fact sheets including efficiency tips, go to www.des.nh.gov, click on the “A-Z” list, and scroll down to the Drought Management Program.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

**RESTRICTING RESIDENTIAL LAWN WATERING
DURING STATE OR FEDERALLY DECLARED DROUGHTS**

2016

Municipal and privately-owned public water systems have had the authority to implement water use restrictions for water system customers under RSA 38:26. Water systems with potential water supply shortages have often restricted or banned residential lawn watering to ensure an adequate water supply is maintained.

In 2007, the legislature adopted RSA 41:11-d, authorizing municipalities to restrict all residential lawn watering for areas within their political boundaries if the state or federal government declares a drought condition for that region of the state. This authorizes a municipality to adopt regulations to restrict residential lawn watering during a drought for properties that obtain water from either public water systems or on-lot private domestic wells.

The legislation was adopted because of experiences during the 2001-2003 drought when municipalities and the state found there was no clear process to curtail residential lawn watering, even in neighborhoods where private residential wells were dewatered. During the drought, homeowners with dewatered or dry wells spent thousands of dollars to replace or deepen wells and experienced long waits due to the increased demand for water well contractor services. Many homeowners resorted to cross-connecting their home plumbing system via a garden hose to a neighbor's home or illegally dumping water hauled to their property into their dewatered well.

In order to adopt residential lawn watering regulations for drought conditions, the local governing body may establish the regulations after public notice that includes publishing them in a paper of general circulation in the municipality and posting them in at least two public places. The regulations may be implemented and enforced three calendar days following notification. The minimum notification requirements are provided in the regulation but towns are encouraged to find supplemental means of notification to residents. RSA 41:11-d allows for broad flexibility in developing residential lawn watering restrictions. The governing body of the municipality can specify how, where, when, and to what extent the lawn watering restrictions apply. The governing body may also enforce the lawn watering restrictions by imposing fines in accordance with RSA 625:9.

DES Web Site: www.des.nh.gov

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

MODEL REGULATION FOR LAWN WATERING RESTRICTIONS

ARTICLE __: LAWN WATERING RESTRICTIONS

I. PURPOSE

To protect public health and safety by restricting the use of water from private wells or public water systems for residential outdoor lawn watering during a state or federally declared drought.

II. AUTHORITY

The provisions of this regulation are adopted pursuant to RSA 41:11-d, Choice and Duties of Town Officers. (See Appendix A, Relevant Sections of State Law)

III. APPLICABILITY

The requirements of this section shall apply immediately after the public notice period described in Section VII to all residential outdoor lawn watering within Insert name of town, city, village district when administrative agencies of the state or federal government have designated the region as being under a declared state or condition of drought.

IV. DEFINITIONS

- A. Drought:** A sustained and regionally extensive occurrence of appreciably below average natural water availability in the form of precipitation, stream flow or groundwater. The following resources are used by Insert name of town, city, village district to determine the declaration of a drought condition.
- i. The New Hampshire Drought Management Team as designated by the New Hampshire Drought Management Plan
 - ii. State of Emergency declaration by the Governor's Office
 - iii. United States Drought Monitor
- B. Residential Lawn Watering:** The application of water to decorative grass at a property that's primary use is to provide living accommodations for people.

V. REQUIREMENTS UNDER DROUGHT CONDITIONS

The following limits to residential lawn watering will apply under drought conditions. The specified levels (Level 1 through 3) will be determined by the [local governing body] and will be included in the public notice required under Section VII of this regulation.

- A. If Insert name of town, city, village district issues a Level 1 restriction, then**
- i. Residential lawn watering by odd numbered addresses is allowed on odd numbered days.

- ii. Residential lawn watering by even numbered addresses is allowed on even numbered days.
 - iii. Residential lawn watering shall not occur between the hours of 8AM and 7PM
- B. If Insert name of town, city, village district issues a Level 2 restriction, then**
- i. Residential lawn watering by odd numbered addresses is allowed on Mondays and Thursdays.
 - ii. Residential lawn watering by even numbered addresses is allowed on Tuesdays and Fridays.
 - iii. Residential lawn watering shall not occur between the hours of 8AM and 7PM
- C. If Insert name of town, city, village district issues a Level 3 restriction, then**
- i. Residential lawn watering is prohibited.

VII. PUBLIC NOTIFICATION OF WATER USE RESTRICTION

Notification of any intention to restrict water use and the requirements associated with Section V shall be given at least three calendar days before implementation. Notice of the regulations shall be posted in a paper of general circulation and shall be posted in at least two public places. Residents are specifically requested to take notice of the markings at Insert location(s)

VIII. TERMINATION OF WATER USE RESTRICTION

Public notification and termination of water use restriction shall be given in accordance with Section VII.

IX. ENFORCEMENT

Any sworn officer of the Insert Town/City Name Police Department is hereby granted the authority to initiate any enforcement action against any violation of the provisions of this Regulation.

X. PENALTIES

Any person failing to comply with the restrictions imposed pursuant to this Regulation shall be deemed a violation and subject to penalties pursuant to RSA 651:2.

First violation: Warning

Second violation: \$Insert amount fine

Additional violations: \$ Insert amount to \$1,000 fine

APPENDIX A

RELEVANT SECTIONS OF STATE LAW

RSA 41:11-d Restricting the Watering of Lawns.

I. The local governing body may establish regulations restricting the use of water from private wells or public water systems for residential outdoor lawn watering when administrative agencies of the state or federal government have designated the region as being under a declared state or condition of drought.

II. The local governing body shall give notice prior to the implementation of the regulations in paragraph I. Notice shall be given at least 3 calendar days before the regulations are implemented. The notice required under this section shall not include the day notice is posted. Notice of the regulations shall be published in a paper of general circulation in the municipality and shall be posted in at least 2 public places.

III. The full text of the proposed regulations need not be included in the notice if an adequate statement describing the proposal and designating the place where the proposal is on file for public inspection is stated in the notice.

RSA 625:9 Classification of Crimes.

V-a. The violation of any requirement created by statute or by municipal regulation enacted pursuant to an enabling statute, where the statute neither specifies the penalty or offense classification, shall be deemed a violation, and the penalties to be imposed by the court shall be those provided for a violation under RSA 651:2.

RSA 651:2 Sentences and Limitations.

III-a. A person convicted of a violation may be sentenced to conditional or unconditional discharge, or a fine.

IV. A fine may be imposed in addition to any sentence of imprisonment, probation, or conditional discharge. The limitations on amounts of fines authorized in subparagraphs (a) and (b) shall not include the amount of any civil penalty, the imposition of which is authorized by statute or by a properly adopted local ordinance, code, or regulation. The amount of any fine imposed on:

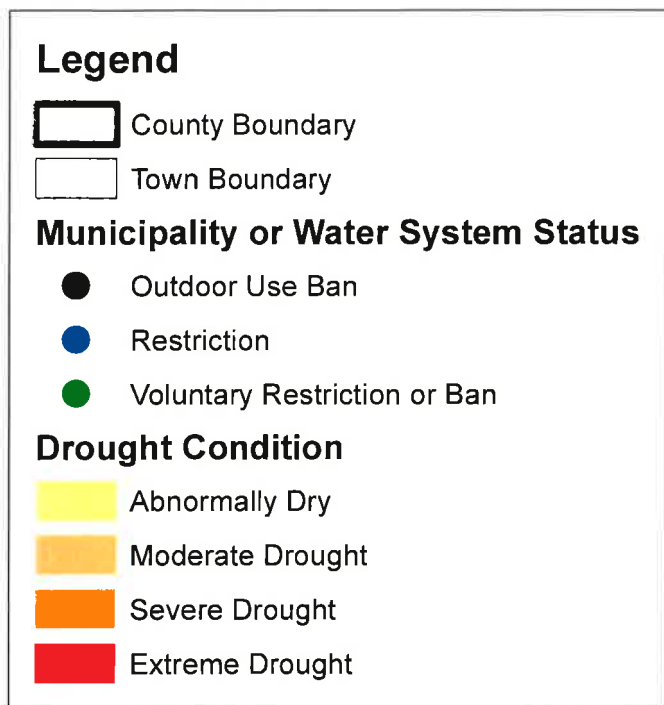
(a) Any individual may not exceed \$4,000 for a felony, \$2,000 for a class A misdemeanor, \$1,200 for a class B misdemeanor, and \$1,000 for a violation.

(b) A corporation or unincorporated association may not exceed \$100,000 for a felony, \$20,000 for a misdemeanor and \$1,000 for a violation. A writ of execution may be

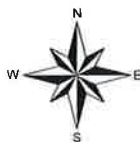
issued by the court against the corporation or unincorporated association to compel payment of the fine, together with costs and interest.

Known Water Use Restrictions and Bans

Last Update: September 22, 2016

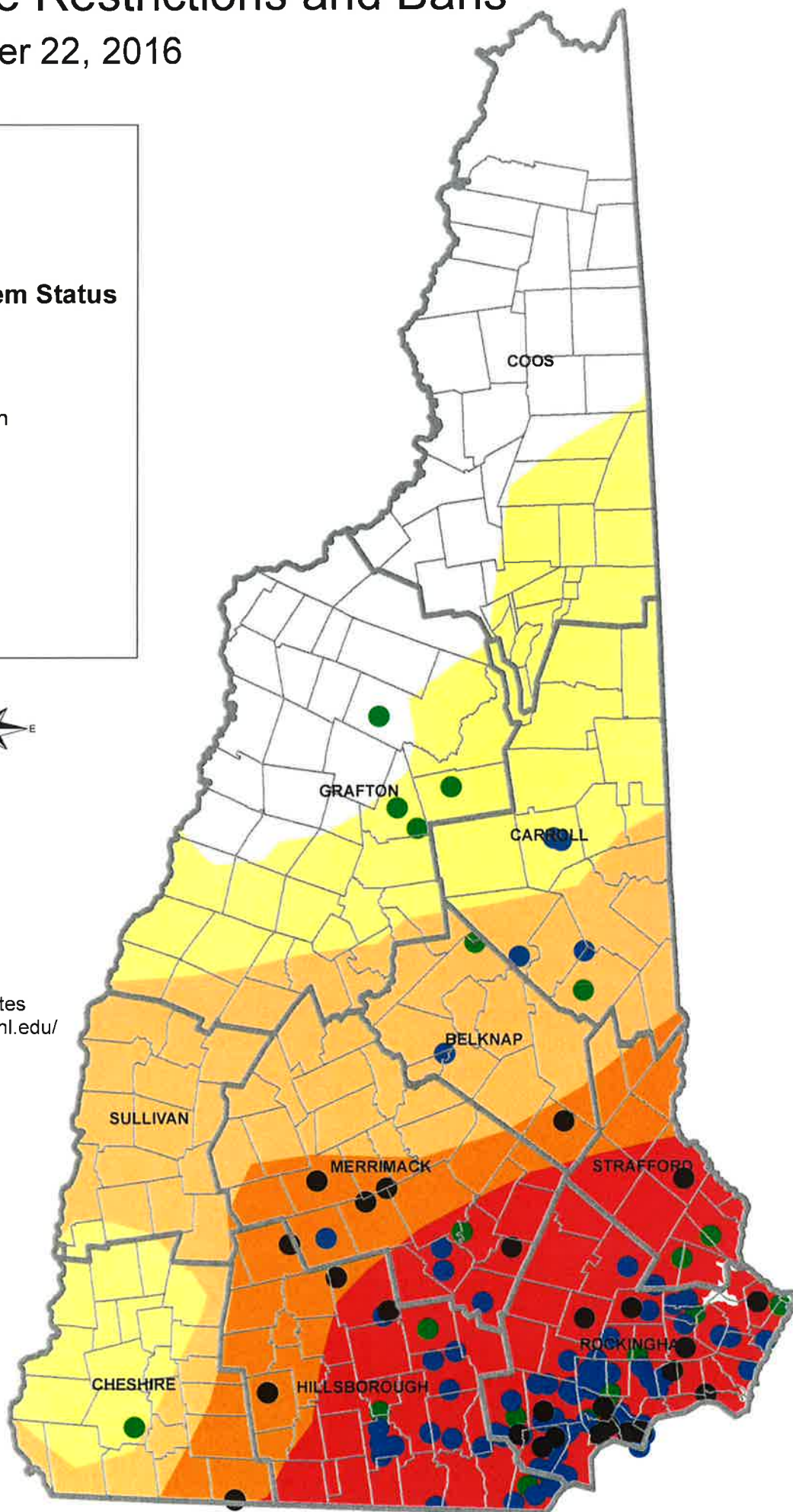


0 5 10 20 Miles



Drought Conditions based on United States Drought Monitor (<http://droughtmonitor.unl.edu/Home/StateDroughtMonitor.aspx?NH>)

Disclaimer: The status of water use restrictions and bans is based on information submitted to the New Hampshire Department of Environmental Services and may not be comprehensive.



The below only includes water restrictions and bans reported to NHDES and may not be a complete list. For details regarding a restriction or ban, please contact the entity listed in the table below directly.

For the purposes of the below table, a restriction indicates outdoor water use is permitted, but restricted. For example, lawn watering may be restricted to twice a week. An outdoor use ban indicates outdoor water use is not permitted, although a small exception may apply.

To add your water system to the below list please email Stacey Herbold, NHDES Water Conservation Program, at stacey.herbold@des.nh.gov with the following information:

PWSID (if applicable):

Name of water system (if applicable):

Town:

Is the restriction/ban voluntary or mandatory?:

Details of the restriction ban:

Table Acronyms

HAWC: Hampstead Area Water Company

LRWC: Lakes Region Water Company

PEU: Pennichuck East Utility Company

Currently 119 community water systems and five (5) towns have reported implementing water use restrictions or bans for users on the public water systems and private wells.

TOWN	Water System or Town/City	STATUS
ALLENSTOWN	OLD TOWNE HOMEOWNERS COOP	OUTDOOR USE BAN
AMHERST	PEU: SOUHEGAN WOODS	RESTRICTION
ATKINSON	ATKINSON WOODS	VOLUNTARY RESTRICTION
ATKINSON	HAWC: BRYANT WOODS, WALNUT RIDGE, DEARBORN RIDGE	OUTDOOR USE BAN
ATKINSON	PEU ATKINSON	RESTRICTION
BARNSTEAD	PEU: LOCKE LAKE	OUTDOOR USE BAN
BEDFORD	PEU: CABOT PRESERVE	RESTRICTION
BEDFORD	PEU: ENGLISH WOODS	RESTRICTION
BEDFORD	PEU: POWDER HILL	RESTRICTION
BOW	PEU: STONE SLED	RESTRICTION
BOW	PEU: WHITE ROCK SENIOR	RESTRICTION
BRENTWOOD	MILL POND CROSSING	VOLUNTARY RESTRICTION
CENTRAL HOOKSETT	CENTRAL HOOKSETT WATER	RESTRICTION
CHESTER	HAWC: OAK HILL	RESTRICTION
DANVILLE	COTTON FARMS MHP	VOLUNTARY RESTRICTION
DANVILLE	HAWC: COLBY POND	RESTRICTION
DERRY	AUTUMN WOODS	RESTRICTION
DERRY	FROST RESIDENTS COOPERATIVE	OUTDOOR USE BAN
DERRY	PEU: GLEN RIDGE	RESTRICTION

Known Water Use Restrictions and Bans 2016

9/22/2016

DERRY	PEU: MAPLE HAVEN	RESTRICTION
DERRY	PEU: RICHARDSON	RESTRICTION
DERRY	RAND-SHEPARD HILL	RESTRICTION
DERRY	WILLOW BEND	RESTRICTION
DERRY	WOODLANDS	RESTRICTION
DOVER	DOVER WATER DEPARTMENT	VOLUNTARY OUTDOOR USE BAN
EAST KINGSTON	COUNTRY HILLS OF EAST KINGSTON	OUTDOOR USE BAN
EAST KINGSTON	HAWC: CRICKET HILL/MAPLEVALE	RESTRICTION
EPPING	PEU: WOODLANDS	RESTRICTION
EPPING	TOWN OF EPPING WATER SYSTEM	OUTDOOR USE BAN
EXETER	PEU: FOREST RIDGE	RESTRICTION
EXETER	TOWN OF EXETER	OUTDOOR USE BAN
FREMONT	HAWC: BLACKROCKS VILLAGE	RESTRICTION
GOFFSTOWN	GRASMERE WATER PRECINCT	VOLUNTARY RESTRICTION
HAMPSTEAD/ E. HAMPSTEAD	HAWC: HAMPSTEAD AREA WATER	OUTDOOR USE BAN
HAMPTON	AQUARION WATER CO	RESTRICTION
HENNIKER	COGSWELL SPRINGS	RESTRICTION
HILLSBOROUGH	EMERALD LAKE VILLAGE DISTRICT	OUTDOOR USE BAN
HOLLIS	PITARYS MOBILE HOME PARK EAST/WEST	RESTRICTION
HOPKINTON	DEER MEADOWS	OUTDOOR USE BAN
HOPKINTON	THE MEADOWS	OUTDOOR USE BAN
HUDSON	HUDSON WATER UTILITY	RESTRICTION
KINGSTON	HAWC: COOPERS GROVE	RESTRICTION
KINGSTON	HAWC: KINGS LANDING	RESTRICTION
KINGSTON	HAWC: LAMPLIGHTER	RESTRICTION
LEE	OYSTER RIVER CONDOS	VOLUNTARY RESTRICTION
LEE	PEU: THURSTON WOODS	RESTRICTION
LINCOLN	LINCOLN WATER WORKS	VOLUNTARY RESTRICTION
LITCHFIELD	PEU: LITCHFIELD	RESTRICTION
LONDONDERRY	CENTURY VILLAGE II	VOLUNTARY RESTRICTION
LONDONDERRY	PEU: AVERY ESTATES & HICKORY WOODS	RESTRICTION
LONDONDERRY	PEU: HARVEST VILLAGE	RESTRICTION
LONDONDERRY	PEU: MINISTERIAL HILLS	RESTRICTION
LONDONDERRY	PEU: PINEHAVEN	RESTRICTION
LONDONDERRY	PEU: R AND B	RESTRICTION
LONDONDERRY	PONDEROSA MOBILE HOME PARK	OUTDOOR USE BAN
MEREDITH	PATRICIAN SHORES ASSOC	VOLUNTARY RESTRICTION
MERRIMACK	MERRIMACK VILLAGE DISTRICT	RESTRICTION
MILFORD	MILFORD WATER DEPARTMENT	RESTRICTION
MILFORD	PEU: ASHLEY COMMONS	RESTRICTION

Known Water Use Restrictions and Bans 2016

9/22/2016

MILFORD	PEU: BADGER HILL	RESTRICTION
MILFORD	PEU: FEDERAL RESERVE	RESTRICTION
MILFORD	PEU: GREAT BROOK	RESTRICTION
MONT VERNON	ROLLING ACRES	VOLUNTARY OUTDOOR USE BAN
MOULTONBOROUGH	LRWC: WEST POINT	RESTRICTION
NEW CASTLE	TOWN OF NEW CASTLE	VOLUNTARY OUTDOOR USE BAN
NEWFIELDS	NEWFIELDS VILLAGE WATER DISTRICT	VOLUNTARY RESTRICTION
NEWMARKET	NEWMARKET WATER WORKS	RESTRICTION
NEWMARKET	PEU: GREAT BAY	RESTRICTION
NEWTON	HAWC: SARGENT WOODS	RESTRICTION
NORTH HAMPTON	AQUARION WATER CO	RESTRICTION
NOTTINGHAM	HAWC: CAMELOT COURT	RESTRICTION
PELHAM	PARADISE ESTATES	VOLUNTARY RESTRICTION
PELHAM	PEU: GAGE HILL	RESTRICTION
PELHAM	PEU: SKY VIEW	RESTRICTION
PELHAM	PEU: WHISPERING WINDS	RESTRICTION
PELHAM	TOWN OF PELHAM	VOLUNTARY RESTRICTION
PEMBROKE	PEMBROKE WATER WORKS	VOLUNTARY RESTRICTION
PETERBOROUGH	PETERBOROUGH WATER WORKS	OUTDOOR USE BAN
PLAISTOW	GOLDEN HILL ESTATES	RESTRICTION
PLAISTOW	GREENFIELD HILL ESTATES	OUTDOOR USE BAN
PLAISTOW	HAWC: LITTLE RIVER VILLAGE	RESTRICTION
PLAISTOW	HAWC: RAINBOW RIDGE	RESTRICTION
PLAISTOW	HAWC: SNOWS BROOK	RESTRICTION
PLAISTOW	PEU: ROLLING HILLS	RESTRICTION
PLAISTOW	PEU: SWEET HILL	OUTDOOR USE BAN
PLAISTOW	PEU: TWIN RIDGE	RESTRICTION
PLAISTOW	TOWN OF PLAISTOW	OUTDOOR USE BAN
PORTSMOUTH	PORTSMOUTH WATER DIVISION: PORTSMOUTH CUSTOMERS ONLY	OUTDOOR USE BAN
RAYMOND	RAYMOND WATER DEPARTMENT	OUTDOOR USE BAN
RINDGE	MONADNOCK TENANTS COOP	OUTDOOR USE BAN
ROCHESTER	CITY OF ROCHESTER	OUTDOOR USE BAN
RYE	AQUARION WATER CO	RESTRICTION
SALEM	HAWC: LANCASTER FARMS	RESTRICTION
SALEM	PEU: AUTUMN WOODS	RESTRICTION
SALEM	SALEM WATER DEPARTMENT	RESTRICTION
SANDOWN	HAWC: AUTUMN HILLS	RESTRICTION
SANDOWN	HAWC: CORNERSTONE	RESTRICTION
SANDOWN	HAWC: FAIRFIELD ESTATES	RESTRICTION
SANDOWN	HAWC: LITTLE MILL WOODS	RESTRICTION
SANDOWN	HAWC: STONEFORD ESTATES	RESTRICTION
SANDOWN	HAWC: WATERFORD VILLAGE	RESTRICTION

Known Water Use Restrictions and Bans 2016

9/22/2016

SANDOWN	PEU: BEAVER HOLLOW	RESTRICTION
SEABROOK	SEABROOK WATER DEPARTMENT	OUTDOOR USE BAN
STRATHAM	WIGGIN FARM	RESTRICTION
SWANZEY	EASTFIELD CROSSING ASSOC	VOLUNTARY RESTRICTION
TAMWORTH	LRWC: TAMWORTH WATER WORKS	RESTRICTION
TAMWORTH	MOUNTAIN VIEW WATER WORKS	RESTRICTION
THORNTON	CONE RIDGE APTS	VOLUNTARY OUTDOOR USE BAN
THORNTON	MILL BROOK VILLAGE WATER SYSTEM	VOLUNTARY RESTRICTION
TILTON	PEU: WINNISQUAM	RESTRICTION
TUFTONBORO	LRWC: HIDDEN VALLEY	RESTRICTION
WARNER	WARNER VILLAGE WATER DISTRICT	OUTDOOR USE BAN
WATERVILLE VALLEY	WATERVILLE VALLEY WATER DISTRICT	VOLUNTARY OUTDOOR USE BAN
WEARE	COLLINS LANDING	OUTDOOR USE BAN
WEARE	PEU: DANIELS LAKE	RESTRICTION
WEARE	SOUTH WEARE WATER	OUTDOOR USE BAN
WINDHAM	PEU: CASTLE REACH	OUTDOOR USE BAN
WINDHAM	PEU: FLETCHERS CORNER	RESTRICTION
WINDHAM	PEU: GOLDEN BROOK	RESTRICTION
WINDHAM	PEU: HARDWOOD	OUTDOOR USE BAN
WINDHAM	PEU: LAMPLIGHTER VILLAGE	RESTRICTION
WINDHAM	PEU: SPRUCE POND	RESTRICTION
WINDHAM	PEU: W & E	RESTRICTION
WOLFEBORO	BIRCHES OF WOLFEBORO	VOLUNTARY RESTRICTION

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 38 MUNICIPAL ELECTRIC, GAS, OR WATER SYSTEMS

Additional Provisions for Water Systems

Section 38:26

38:26 Bylaws and Ordinances. –

I. In municipalities with public water systems the governing body, or the board of water commissioners, if any, may adopt such ordinances and bylaws relating to the system or structures as required for proper maintenance and operation.

II. Any person who violates any ordinance or bylaw adopted pursuant to paragraph I of this section shall be subject to a civil penalty not to exceed \$10,000 per day of such violation.

Source. 1997, 206:1, eff. July 1, 1997.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:11-d

41:11-d Restricting the Watering of Lawns. –

I. The local governing body may establish regulations restricting the use of water from private wells or public water systems for residential outdoor lawn watering when administrative agencies of the state or federal government have designated the region as being under a declared state or condition of drought.

II. The local governing body shall give notice prior to the implementation of the regulations in paragraph I. Notice shall be given at least 3 calendar days before the regulations are implemented. The notice required under this section shall not include the day notice is posted. Notice of the regulations shall be published in a paper of general circulation in the municipality and shall be posted in at least 2 public places.

III. The full text of the proposed regulations need not be included in the notice if an adequate statement describing the proposal and designating the place where the proposal is on file for public inspection is stated in the notice.

Source. 2007, 218:1, eff. Aug. 24, 2007.

TITLE LXII

CRIMINAL CODE

CHAPTER 625

PRELIMINARY

Section 625:9

625:9 Classification of Crimes. –

I. The provisions of this section govern the classification of every offense, whether defined within this code or by any other statute.

II. Every offense is either a felony, misdemeanor or violation.

(a) Felonies and misdemeanors are crimes.

(b) A violation does not constitute a crime and conviction of a violation shall not give rise to any disability or legal disadvantage based on conviction of a criminal offense.

III. A felony is murder or a crime so designated by statute within or outside this code or a crime defined by statute outside of this code where the maximum penalty provided is imprisonment in excess of one year; provided, however, that a crime defined by statute outside of this code is a felony when committed by a corporation or an unincorporated association if the maximum fine therein provided is more than \$200.

(a) Felonies other than murder are either class A felonies or class B felonies when committed by an individual. Felonies committed by a corporation or an unincorporated association are unclassified.

(1) Class A felonies are crimes so designated by statute within or outside this code and any crime defined by statute outside of this code for which the maximum penalty, exclusive of fine, is imprisonment in excess of 7 years.

(2) Class B felonies are crimes so designated by statute within or outside this code and any crime defined outside of this code for which the maximum penalty, exclusive of fine, is imprisonment in excess of one year but not in excess of 7 years.

IV. Misdemeanors are either class A misdemeanors or class B misdemeanors when committed by an individual. Misdemeanors committed by a corporation or an unincorporated association are unclassified.

(a) A class A misdemeanor is any crime so designated by statute within or outside this code and any crime defined outside of this code for which the maximum penalty, exclusive of fine, is imprisonment not in excess of one year.

(b) A class B misdemeanor is any crime so designated by statute within or outside this code and any crime defined outside of this code for which the maximum penalty does not include any term of imprisonment or any fine in excess of the maximum provided for a class B misdemeanor in RSA 651:2, IV(a).

(c) Any crime designated within or outside this code as a misdemeanor without specification of the classification shall be presumed to be a class B misdemeanor unless:

(1) An element of the offense involves an "act of violence" or "threat of violence" as defined in paragraph VII; or

(2) The state files a notice of intent to seek class A misdemeanor penalties on or before the date of arraignment. Such notice shall be on a form approved in accordance with RSA 490:26-d.

(d) Nothing in this paragraph shall prohibit the state from reducing any offense originally charged as a class A misdemeanor to a class B misdemeanor at any time with the agreement of the person charged.

V. A violation is an offense so designated by statute within or outside this code and, except as provided in this paragraph, any offense defined outside of this code for which there is no other penalty provided other than a fine or fine and forfeiture or other civil penalty. In the case of a corporation or an unincorporated association, offenses defined outside of this code are violations if the amount of any such fine provided does not exceed \$50.

V-a. The violation of any requirement created by statute or by municipal regulation enacted pursuant to an enabling statute, where the statute neither specifies the penalty or offense classification, shall be deemed a violation, and the penalties to be imposed by the court shall be those provided for a violation under RSA 651:2.

VI. Prior to or at the time of arraignment, the state may, in its discretion, charge any offense designated a misdemeanor, as defined by paragraph IV, as a violation. At such time, the prosecutor shall make an affirmative statement to the court as to whether he intends to proceed under this paragraph. In such cases the penalties to be imposed by the court shall be those provided for a violation under RSA 651:2. This paragraph shall not apply to any offense for which a statute prescribes an enhanced penalty for a subsequent conviction of the same offense.

VII. The state may change any offense designated or defined as a class A misdemeanor as defined by paragraph IV to a class B misdemeanor, so long as no element of the offense involves an act of violence or threat of violence. The term "act of violence" means attempting to cause or purposely or recklessly causing bodily injury or serious bodily injury with or without a deadly weapon; and the term "threat of violence" means placing or attempting to place another in fear of imminent bodily injury either by physical menace or by threats to commit a crime against the person of the other. The state may change an offense pursuant to this paragraph if such change is in the interest of public safety and welfare and is not inconsistent with the societal goals of deterrence and prevention of recidivism, as follows:

- (a) In its own discretion prior to or at the time of arraignment in the district court;
- (b) In its own discretion following an entry of appeal in the superior court or within 20 days thereafter;
- (c) With the agreement of the person charged at any other time; or
- (d) In its own discretion, following entry of a complaint at a regional jury trial court or within 21 days thereafter.

VIII. If a person convicted of a class A misdemeanor has been sentenced and such sentence does not include any period of actual incarceration or a suspended or deferred jail sentence or any fine in excess of the maximum provided for a class B misdemeanor in RSA 651:2, IV(a), the court shall record such conviction and sentence as a class B misdemeanor.

Source. 1971, 518:1. 1973, 370:26-28. 1983, 382:7. 1988, 225:2. 1992, 269:1, 2. 1995, 277:21. 1996, 93:1. 2001, 274:5. 2006, 64:3. 2009, 142:1, 2, eff. Oct. 1, 2009.



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

Office Use Only

Meeting Date: September 26, 2016

Agenda Item No. 9d

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/26/2016

Agenda Item Title: Final Assessment Values

Requested By: Town Administrator Julie Glover

9/22/2016

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Present the Board with the final Town-wide assessment values from Commerford, Nieder and Perkins for review and approval. These are the values that will be used to set the 2016 Tax Rate.

Financial Details: N/A

Legal Authority NH RSA 75:1; 75:8-a

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the Final Assessment Values from Commerford, Nieder and Perkins as presented.



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

Office Use Only

Meeting Date: September 26, 2016

Agenda Item No. 9e

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/26/2016

Agenda Item Title: MS-1 Summary Inventory of Valuation

Requested By: Town Administrator Julie Glover **9/22/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Present the Board with the MS-1 for review and final approval.

Financial Details: N/A

Legal Authority NH RSA RSA 21-J:34; 75:7

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the MS-1 as presented.

Julie Glover

From: Steven Gagnon <sgagnon@bbnnh.com>
Sent: Thursday, September 22, 2016 4:00 PM
To: Julie Glover
Subject: FW: Estimate 1710 from Stimuli Sight & Sound LLC-Town of Lee Outdoor TV install
Attachments: Est_1710_from_Stimuli_Sight__Sound_LLC_94628.pdf

This is what we came up with. I know the enclosure is expensive but it will make the TV last. I don't know that he will do the install without it but we can discuss.

I would be providing the PC that connects to the TV, the cost would be \$150.00

Also keep in mind you need power brought to the location where the TV is being mounted. In addition there may be some mounting costs if the TV isn't on an outside wall etc. I would need to go out there and see where you want it to verify.

Steven Gagnon
Back Bay Networks NH
800 Central Ave
Dover, NH 03820
Office: 603.692.5100 X 118
Mobile: 603.867.4225

From: Stimuli Sight & Sound [<mailto:contact@stimulisightandsound.com>]
Sent: Thursday, September 22, 2016 3:29 PM
To: Steven Gagnon <sgagnon@bbnnh.com>
Subject: Estimate 1710 from Stimuli Sight & Sound LLC-Town of Lee Outdoor TV install

Dear Customer:

Please review the attached estimate- 1710. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

Christopher Andrews

Stimuli Sight & Sound LLC
800 Central Avenue
Dover, NH 03820

Phone (603) 767-1738

contact@stimulisightandsound.com

Estimate

Date	Estimate #
9/21/2016	1710

Stimuli Sight & Sound LLC
 800 Central Avenue
 Dover, NH 03820

Bill To

Town of Lee, NH

P.O. No.	Terms	Project
	Due on receipt	

Item	Description	Qty	Rate	Total
Parts & Equipment	60in ELED TV	1	799.00	799.00
Parts & Equipment	Outdoor TV Enclosure with surge protector, cooling fans, heaters, and swivel mount.	1	1,800.00	1,800.00
System Installation	Provide and install outdoor TV enclosure and video display.	1	600.00	600.00
			Total	\$3,199.00

Denise Duval

From: Denis Maltais <Denis_M@BARLOSIGNS.COM>
Sent: Wednesday, September 21, 2016 8:19 AM
To: Denise Duval
Subject: Proposal from Denis at Barlo Signs
Attachments: Barlo proposal - Town of Lee, NH 9-21-16.pdf; Lee Safety Complex 160817129.pdf

Good morning Denise,
Attached here please find the proposal to go along with this rendering set.
Let me know if you have any questions.
I can meet with your board if you wish, to answer any additional questions.

Note a couple of things please:
Broadband costs will require a yearly fee with your carrier.

Item C is only priced with the colored EMC option.

Explanation of specifications in the proposal:

EMC = Electronic Message Center (The Electronic sign section)

RGB = Full color message capability. (Red Green Blue, 3 LED's in one pixel)

Mono = Monochrome or 1 color message capability (Red or Amber, 1 LED in one pixel)

Matrix = Number of rows and columns of LED's

12mm = measurement between pixels

16mm = measurement between pixels

Note: 12mm is a higher resolution than 16mm as the pixels are closer together than 16mm

S/F vs. D/F = Single faced sign vs. a Double faced sign

Thank you for this opportunity.

Denis Maltais | Sr. Business Development
BARLO SIGNS | *Your Image Is Our Business*
158 Greeley Street, Hudson, NH 03051-3422
PH: 603-882-2638 or 800-227-5674 x315
M: 603-809-2192 FX: 603-882-7680
www.barlosigns.com



Please consider the environment before printing this e-mail.



▪Sign Advertising ▪Electronic Message Centers ▪PROPOSAL

Code 00- Bill to Town of Lee 7 Mast Rd. Lee, NH 03861	SITE name Town of Lee, NH SITE address 7 Mast Rd. 20 George Bennet Rd. Mast Rd. Transfer / Recycling Station
Contact name Denise Duval Phone & Cell 603.659-5414 Fax Email dduval@leenh.org	Contract Q-17129 S/F # © Drawing B-16-08-17129 Sheets Job# Sales Rep / PM Denis Maltais x 315 / Kristin x 372

We are pleased to offer signage/services per the above-referenced drawing and as outlined below:

Scope of work is as follows:

Item A – 20 George Bennet Rd Safety Complex) Option One:

Furnish and install a D/F 12mm RGB Optec EMC 60 x 160 matrix 2'4 3/8" x 6' 3 9/16"
To Be added onto the existing roadside sign. **Item A – Op 1, F & I: \$ 26,973.00**

Item A - 20 George Bennet Rd Safety Complex) Option Two:

Furnish and install a D/F 12mm RGB Optec EMC 80 x 200 matrix 3'1 13/16" x 7' 10 1/2"
To Be added onto the existing roadside sign. **Item A – Op 2, F & I: \$ 36,898.00**

Item B - 20 George Bennet Rd Safety Complex):

The existing sign is to be removed and discarded. A new 42" x 96" D/F internally illuminated ID sign is to be manufactured and installed – set between new Sq. steel tubes painted white.
Furnish and install a D/F 12mm RGB Optec EMC 80 x 200 matrix 3'1 13/16" x 7' 10 1/2"
Item B) Manufactured and installed: \$ 47,736.00

Item C – 7 Mast Rd (Town Hall):

Manufacture and install a new 18" x 90" D/F internally illuminated ID sign set between new Sq. steel tubes painted white.
Furnish and install a D/F 12mm RGB Optec EMC 60 x 160 matrix 2'4 3/8" x 6' 3 9/16"
Item C, Manufactured and installed: \$ 34,304.00

Item D – Mast Rd Transfer Station, Option One:

Furnish and install one S/F 16mm Mono 48 x 144 - 2'6" x 7'6" wall mounted EMC
Item D – Op 1, F & I: \$ 15,480.00

Item D – Mast Rd Transfer Station, Option Two:

Furnish and install one S/F 16mm Mono 32 x 112 - 1'8" 3/16" x 5'10 8/16" wall mounted EMC
Item D – Op 2, F & I: \$ 11,610.00

Project notes:

All EMC's will include software and software training, to be installed onto the customer's windows 7 or better computer. EMC's will be controlled using Broadband modem connectivity for remote or central programming. Primary electrical power will be provided by the customer's electrician. Permits are additional as described on page 2.

- SALES TAX, PERMIT COSTS, & ENGINEER-STAMPED DRAWINGS are extra and not included in this total amount. See page 2 for more details.
- PRICES QUOTED DO NOT INCLUDE REMOVAL OF EXISTING SIGNS.

Removed signs are to be left at site disposed of stored at Barlo Signs @ \$150.00/1st month, \$50.00 each additional month storage fees.

TERMS: 50% deposit due at signing, balance due upon invoicing. Deposit: \$. Any alternative terms must be approved by Barlo Management.	Delivery is 6 to 8 weeks from receipt of <input checked="" type="checkbox"/> Signed Proposal <input checked="" type="checkbox"/> Approved Drawing <input checked="" type="checkbox"/> Deposit <input checked="" type="checkbox"/> Permits
As an Authorized Buyer, I agree to the prices & specifications above and the terms & conditions on pages 2 & 3 of this proposal.	This contract is accepted at Barlo Signs' principal place of business, in Hudson, N.H., and shall be within the venue of Hillsborough County.

SIGNATURE

Printed Name / Title

Date Accepted

This proposal may be withdrawn if not accepted within ten days. All three pages must be signed & returned.

158 Greeley Street, Hudson, NH 03051-3422 • 603-882-2638 or 800-227-5674 • (F) 603-882-7680 • www.barlosigns.com





ADDITIONAL COSTS: PERMITS | ESD | POLICE/FIRE DETAILS | INSPECTIONS | VARIANCES | ART

(1) SIGN PERMIT(S) WILL BE OBTAINED BY (You must check ONE):

- BARLO SIGNS:** at a cost of \$150.00 for first sign permit, plus \$95.00 for each additional sign permit, plus city fees. Any permits requiring a Site Survey, and/or which cannot be secured via mail, will be subject to additional charges of \$135.00 per hour, including travel time, for staff to procure.
- CLIENT:** Copy of permits must be provided to Barlo Signs prior to start of manufacturing.
- PERMIT(S) WAIVED:** Waiver Agreement required.

(2) ELECTRICAL PERMIT(S), if required, will be obtained by BARLO SIGNS at a cost of \$125.00 per electrical permit, plus city fees.

(3) Engineer Stamped Drawing (ESD), if required, is an additional cost and can range from \$700 to \$1,500 for an average job. The design presented includes steel and concrete based on a 110-mph criteria; if there is a need beyond this, or engineered documentation is required, the cost for this work will be added to this contract. Code requires that an ESD be completed for this project; municipalities may use their discretion regarding enforcement. If an ESD is not required to obtain a permit, it is the Client's decision and assumed risk to have one or not. Barlo recommends that an ESD be completed for all pylon and specialty signage.

- I choose NOT to have an ESD, unless required for a permit.**
- I choose to HAVE an ESD regardless of municipal/permit requirements.**

(4) Police Details, Fire Details, and Electrical Inspections, if required, are additional costs.

(5) Variance, Planning Board, Design Review, and Historical Board application procurement, if required, will be billed at \$150.00 per application, and an hourly rate of \$135.00 per hour for staff time, for all related costs necessary for procurement, which could include, but is not limited to: filing and representation of client at all hearings, creation of necessary drawings and plot plans, balloon tests, meetings, securing of abutters, advertising, gas, postage, color copies, photos; plus all city filing and application fees.

(6) Pricing assumes CLIENT-SUPPLIED PRODUCTION-READY ARTWORK. Any additional design time by Barlo may result in additional charges. Please request Barlo's Rastor and Vector Artwork Spec sheets if you require further information.

THE COSTS & FEES LISTED ABOVE ARE ADDITIONAL AND WILL BE INVOICED SEPARATELY.

PROPERTY OWNER AUTHORIZATION ♦ MUST BE SIGNED BY REAL ESTATE OWNER

*This verifies that you are authorizing BARLO SIGNS to submit an application for permits, variances, or hearings ON BEHALF OF THE OWNER OF THE PROPERTY. Barlo Signs cannot apply for permits or hearings until we receive PROPERTY OWNER'S authorization to do so.

> IF YOU ARE THE PROPERTY OWNER, please complete & sign.

> IF YOU ARE NOT THE OWNER: please provide your landlord's information to us, and we will contact & secure permission.

Sign location address: _____

I hereby authorize Jenn Robichaud or an Authorized Representative of Barlo Signs of Hudson, N.H., to **APPLY FOR SIGN PERMITS** for this site.

I hereby authorize Jenn Robichaud or Authorized Representative of Barlo Signs of Hudson, N.H., to **APPEAR BEFORE THE PLANNING BOARD and/or SIGN REVIEW BOARD and/or the ZBA** for this site.

Property Owner's Signature*: _____

Printed Name: _____

Address: _____

Phone number: _____

Please email this completed & signed form to @barlosigns.com and **MAIL ORIGINAL** to Barlo Signs, 158 Greeley Street, Hudson, NH 03051. If you have any questions, please call me at 1-800-227-5674 ext. _____.

THANK YOU! Date: September 21, 2016

Reference JOB NAME: _____ Job No: _____

Barlo Signs Contract - TERMS AND CONDITIONS OF SALE - Pg. 3 of 3

ACCESS BEHIND WALLS for mounting hardware & electrical wiring must be provided by BUYER.

ADDITIONAL WORK: Authorized by client while crew are on site will be invoiced on a Time & Materials basis and added to final invoice.

CANCELLATION: This order cannot be cancelled except with the seller's consent, and then only upon payment of the total cost of material received or commitments made, plus labor, overhead, and engineering charges applying to this order at date of cancellation.

CHANGES: Any deviation from specifications involving EXTRA COSTS will be executed upon change orders and will become an extra charge over and above this contract.

COLOR MATCHING cannot be guaranteed. Non-standard or non-compatible colors will be at additional cost.

CREDIT CARD PAYMENTS are accepted on MasterCard, Visa, and American Express. There is a 3% processing fee for amounts over \$10,000.

DELIVERY: Estimated delivery dates given herein are computed from receipt of all details pertaining to the order essential to its proper execution. Shipment dates are approximate and the seller is not responsible for delays or non-performance due to strikes or other abnormal manufacturing conditions, fires, embargoes, or other causes beyond seller's reasonable control.

ELECTRIC POWER: BUYER is responsible for bringing 120V dedicated circuit(s) to base of ground signs & within 10 feet of wall signs. The only electrical connection made by Barlo Signs shall be to the provided outside legal 120V outlets. Any other work must be outlined in the specifications of this contract or will incur additional charges.

ELECTRONIC MESSAGE CENTERS: Standard EMC price reflects (as it may apply) a one (1) day on-site visit for "turn on," including hookup and testing of phone modem (provided phone line has been run), or, pulling of fiber optic cable (through no more than 250 feet of existing conduit) and connection to unit, and connecting cable to CPU within 15 feet of building penetration. Price does not include any electrical work or any building penetrations. Buyer is responsible for providing the dedicated 120V circuits that EMC requires.

IRREGULAR PAYMENTS: The seller may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any of their rights under this contract or under the law. If seller accepts such payments, this does not mean an agreement to change this contract in any way. A service charge of 1.5% per month will be added to delinquent accounts.

LANDLORD APPROVAL: Permission for use of any building facilities and/or land for the installation of proposed signage is the responsibility of the BUYER.

LEDGE/FROST CLAUSE: If unusual digging conditions, i.e. ledge, water, heavy frost, unmarked water and/or gas lines, etc. are encountered in ground installations, this contract is binding; however, an additional cost based on additional labor, plus 20% on subcontract labor and materials, will be added to the final price.

OVERAGES/SHORTAGES: We will follow the practice of the graphics industry in shipping (and invoicing) 10% overage or shortage whenever this takes place on printing press runs. EXACT amounts requested are subject to a 5% surcharge.

RELAMPING at time of install is charged on a Time & Materials basis; ballasts only as needed.

REMOVAL/DISPOSAL: Removed signs/letters will be disposed of, if not instructed otherwise. Electric will be capped, holes plugged with paintable silicone. This proposal DOES NOT include building repair, painting, or restoration unless outlined specifically. STORAGE of old signs is NOT part of this contract unless specifically stated.

ROOF PENETRATIONS: Rubber roof penetrations are the responsibility of the BUYER and must be executed by a Certified Roofing Contractor. Barlo's only responsibility is to coordinate with the roofer for the LOCATION of the penetrations.

SHIPPING PRICES are quoted on the estimated delivery dates. We reserve the right to recalculate the sale price if order is not completed within twelve months of date of order execution. Deliveries delayed by the BUYER will be invoiced at time display is ready for shipment, and payment made within ten days.

SIGNATURES: Electronic or facsimile copies of this Agreement signed by the parties shall be considered for all purposes as originals.

SITE DAMAGE: It is understood that heavy equipment is involved in sign installations and that tire ruts, outrigger indentations, and other incidental damage may occur. Landscaping repairs are not included unless specifically stated.

SITE LOCATION: It is the responsibility of the BUYER to determine the boundaries for proper location of ground signs.

SITE MEETINGS: Expenses incurred due to mandated site meetings will be added to contract value.

SITE READINESS: Your sign installation date will be confirmed with responsible site personnel 48 hours in advance of dispatching equipment. It is the BUYER's responsibility to ensure that the site is clear of obstructions and other subcontractors who would hinder Barlo's installation, and all preparation required by others is completed prior to Barlo's arrival. Should Barlo's personnel be turned away due to the site being unprepared, costs will be incurred for all lost time, including travel, at a minimum of four hours. If only a portion of the scheduled work can be completed, then charges for the return trip will be added to the final invoice. These charges are based on current hourly rates at time of sale.

SOIL CONDITIONS & TOXIC CLEANUP: The parties hereby agree that the contract price is based on the presence of normal soil conditions at the sign location. Buyer hereby warrants that he knows of no unusual soil conditions or underground obstructions at said site, and agrees that in the event that such conditions are encountered, the contract price will be adjusted based on the additional labor or materials required to complete installation.

SPECIAL EQUIPMENT REQUIREMENT: Any signs installed over a height of 70 feet or requiring special equipment, i.e. white tire or interior use lifts, will incur an added cost for "After Sale Servicing," including the time during Barlo's standard warranty period of one year. This cost will be billed separately and carry a 25% mark-up to cover servicing and procurement. Buyer may elect to have these charges billed directly to themselves, however Barlo reserves the right to approve the selection of the vendor and the equipment required.

TAXES: All taxes assessed for this sale are the responsibility of the BUYER; this includes, but is not limited to, Local, State, and Federal USE and SALES taxes. These amounts will be computed according to the regulations mandated by the governing bodies and applied to your final invoice.

TERMS: The terms of this contract shall be subject to and enforceable under the laws of the state of New Hampshire. The parties expressly waive their rights to enforce their rights hereunder in any jurisdiction other than New Hampshire and agree and consent that any dispute arising out of this contract shall be decided by a New Hampshire Court and that trial by jury is specifically waived by each party hereto for themselves or their assigns. In the event a lawsuit for collection of funds unpaid is filed, the debtor agrees that the contract interest rate of 18% shall prevail over any statutory interest rate. The debtor agrees to pay all costs of collection, including reasonable attorneys' fees.

TITLE: Ownership of Display shall at all times remain with Barlo Signs, and Buyer hereby grants Barlo Signs a security interest in Display until all of the payments are made and all of the conditions herein contained are fully satisfied, at which time Buyer shall be vested with full title to Display. Buyer shall bear all risk of loss of Display after delivery or installation has been completed (where installation is part of this Agreement). At the request of Barlo Signs, Buyer will execute and deliver to Barlo Signs for filing wherever it may be required a financing statement evidencing Barlo Signs' security interest in Display. In the event of such removal, BUYER shall be liable to seller for all labor costs and expenses for the removal of the signage. Removal of the signage shall not constitute a waiver of any rights and remedies existing at law for the breach of this agreement, and the seller expressly reserves all such rights. Upon breach of this agreement BUYER agrees to pay all costs of collection including reasonable attorneys' fees.

UNFORESEEN OBSTRUCTIONS/REINFORCEMENT: Buyer shall be responsible and pay for all necessary reinforcement to building or any other structures on which display is installed, for relocating power lines or other obstacles, and for any additional installation cost incurred by Barlo Signs due to unforeseen obstructions. Barlo Signs is not responsible for damage to underground utilities or other unforeseen objects. Every possible effort will be made to determine wall thickness and drilling requirements prior to installation cost estimation. However, Barlo Signs will not be held responsible for unknown wall obstructions such as beams, re-bar, extreme wall thickness and/or density. The additional labor and materials required to complete installations due to these obstructions will be added to the installation price at final invoicing.

UTILITY/DIG SAFE SERVICES: Any costs incurred for services provided to cover overhead lines or verify location of underground utility/sewer/water/phone/gas or other obstructions will be an additional charge at time of billing.

WARRANTY: Signage furnished by Barlo Signs is warranted to be free of manufacturing defects for 1 year, effective from date of substantial completion. EMCs: 5 years LEDs & power supplies, 1 year labor; excludes PC/radio/fiber, repairs due to damages caused by power failure, surges or lightning strikes. Warranty is VOID if account is delinquent.

The Seller will furnish all labor, materials, tools, equipment, workmen's compensation, and liability insurance necessary to complete in a thoroughly workmanlike manner all work described. THERE ARE NO UNDERSTANDINGS OR AGREEMENTS OUTSIDE OF THIS CONTRACT

I have read and agree to the terms and conditions:

INITIALED

Date Accepted





ITEM A - D/F 12mm, RGB EMC FOR EXISTING SIGN
SCALE: NTS



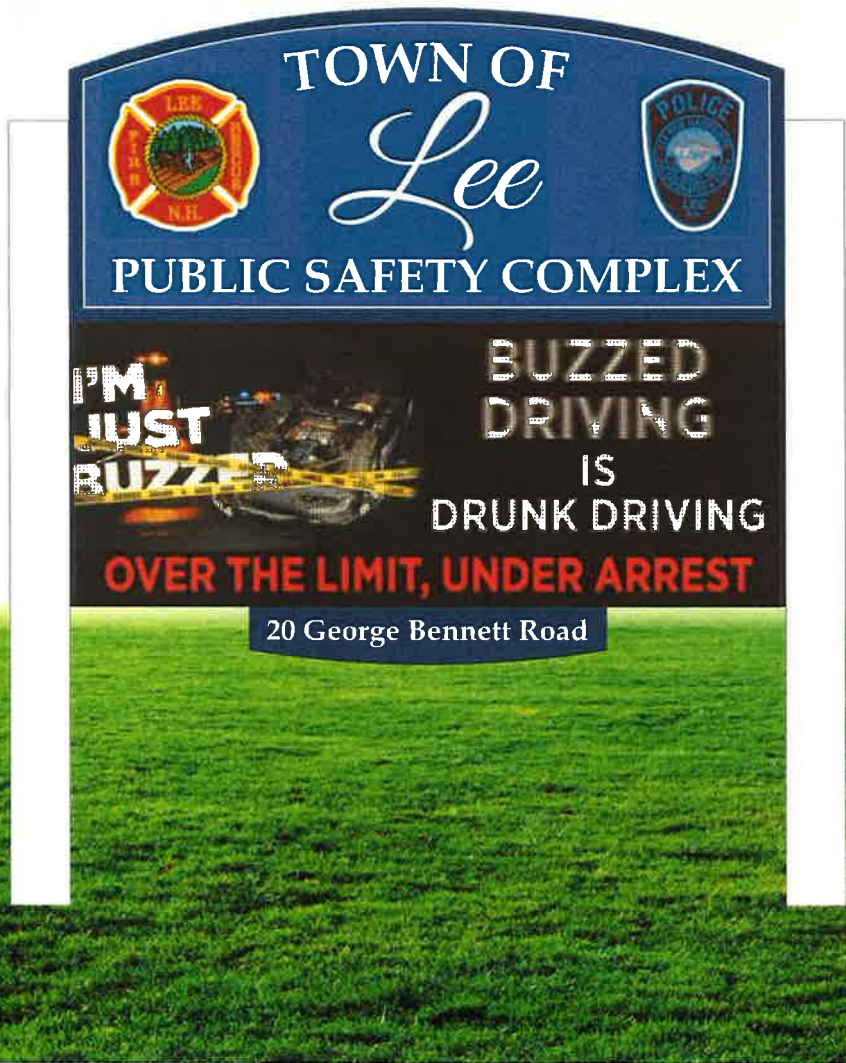
PROPOSED



EXISTING

SCOPE OF WORK		Sign Area: 14.68 SQ. FT.	JOB #:
M&I (2) S/F 12mm, RGB EMC'S MEASURING 2'-4 3/8" x 6'-3 9/16"			
ADDITIONAL STEEL SUPPORT WILL BE REQUIRED, EXACT PLACEMENT & STYLE OF MOUNTING IS TO BE DETERMINED PENDING BARLO APPROVAL OF EXISTING SIGN AND WHAT WOULD BE REQUIRED TO MOUNT THE EMC.			
Job Name: TOWN OF LEE, NH PUBLIC SAFETY COMPLEX		 <p>158 Greeley St., Hudson, NH 03051 (603) 882-7639 Fax: (603) 882-7650 For Service: 303-221-5674</p>	
Location: 20 GEORGE BENNETT ROAD, LEE, NH 03861			
Design Specifications Accepted By:	Drawn By: JN		
Client:	Sales Rep: MALT		
Landlord:	PM: LL		
Date: 08/22/16			
PROJECT APPROVAL			
Design:	Date:	© COPYRIGHT 2015 THE BARLO GROUP THIS SCHEMA CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTION AND REPRODUCTION RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PART IS LICENSED FOR YOUR PERSONAL USE AND IS NOT TO BE USED ON OTHER YOUR ORGANIZATION OR EMPLOYED IN ANY MANNER.	
Engineering:	Date:		
Estimating:	Date:		
Sales:	Date:		
Production:	Date:		
Installation:	Date:		
File Name: Lee Safety Complex 160817129		 Underwriters Laboratories Inc.  	
B-16-08-17129		SHEET: 1.0	






ITEM B - D/F ROADSIDE SIGN WITH 12mm. RGB EMC
 SCALE 3/4"=1'-0"



PROPOSED



EXISTING

SCOPE OF WORK		Sign Area: 68.42 SQ. FT.	JOB#:
M&I (1) D/F ROADSIDE ID SIGN. THE TOP CABINET IS 42"x96" PAINTED BLUE WITH WHITE AND BLUE VINYL APPLIED TO THE BACKGROUND. TOWN OF LEE COPY & BADGE GRAPHICS TO BE ACRYLIC FCO WITH DIGITALLY PRINTED GRAPHICS			
(2) S/F 12mm. RGB EMC'S MEASURING 3'-1 13/16"x7'-10 1/2"			
(1) 7.75"x48" STREET ADDRESS PANEL PAINTED BLUE WITH WHITE VINYL LETTERING THE CABINET & EMC WILL BE ATTACHED TO (2) 8"x8" SQUARE POSTS PAINTED WHITE			
OVERALL SIZE IS 120"x112"			
Job Name: TOWN OF LEE, NH PUBLIC SAFETY COMPLEX		 <p>158 Hazenley St., Hudson, NH 03051 (603) 882-2638 Fax (603) 882-7480 For Service: 800-227-5674</p>	
Location: 20 GEORGE BENNETT ROAD, LEE, NH 03861			
Design Specifications Accepted By:	Drawn By: JN		
Client	Sales Rep: MALT		
Landlord:	PM: LL Date: 09/22/16		
PROJECT APPROVAL		© COPYRIGHT 2016 THE BARLO GROUP <small>THIS DESIGN IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTION AND SUPPLY RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS DESIGNED FOR YOUR PERSONAL USE AND IS NOT TO BE USED OUTSIDE YOUR ORGANIZATION OR EXHIBITED IN ANY MANNER.</small>	
Design:	Date:	   	
Engineering:	Date:		
Estimating:	Date:		
Sales:	Date:		
Production:	Date:		
Installation:	Date:	File Name: Lee Safety Complex 160817129	
		B-16-08-17129	SHEET 2.0

ITEM C - D/F ROADSIDE SIGN WITH 12mm. RGB EMC
SCALE 1/2"=1'-0"






OPTION 1



PROPOSED



EXISTING

SCOPE OF WORK		Sign Area: 24.63 SQ. FT.	JOB#:
M&I (1) D/F ROADSIDE ID SIGN. THE TOP CABINET IS 18"x78" PAINTED BLUE WITH WHITE AND BLUE VINYL APPLIED TO THE BACKGROUND. LEE TOWN HALL COPY TO BE ACRYLIC FCO			
(2) S/F 12mm. RGB EMC'S MEASURING 2'-4 3/8"x6'-3 9/16"			
(1) 7 75"x48" STREET ADDRESS PANEL PAINTED BLUE WITH WHITE VINYL LETTERING THE CABINET & EMC WILL BE ATTACHED TO (2) 8"x8" SQUARE POSTS PAINTED WHITE			
OVERALL SIZE IS 98"x94"			
Job Name: TOWN OF LEE, NH PUBLIC SAFETY COMPLEX		 <p>158 Greatley St., Hudson, NH 03051 (603) 892-2638 Fax (603) 892-7850 For Service: 800-227-0674</p>	
Location: 20 GEORGE BENNETT ROAD, LEE, NH 03861			
Design Specifications Accepted By:	Drawn By: JN		
Client:	Sales Rep: MALT		
Landlord:	PM: LL Date: 08-22-16		
PROJECT APPROVAL		<small>© COPYRIGHT 2016 THE BARLO GROUP THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PATENT RIGHTS AND INTELLECTUAL RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS DESIGNED FOR YOUR PERSONAL USE AND IS NOT TO BE USED OUTSIDE YOUR ORGANIZATION'S EQUIPMENT IN ANY MANNER.</small>	
Design: _____ Date: _____	Engineering: _____ Date: _____	   	
Estimating: _____ Date: _____	Sales: _____ Date: _____		
Production: _____ Date: _____	Installation: _____ Date: _____		
File Name: Lee Safety Complex 160817129			
B-16-08-17129		SHEET: 3.0	

ITEM C - D/F ROADSIDE SIGN WITH 16mm RED MONOCROME EMC
SCALE 1/2"=1'-0"






OPTION 2



PROPOSED



EXISTING

SCOPE OF WORK		Sign Area: 30.16 SQ. FT.	JOB#:
M&I (1) D/F ROADSIDE ID SIGN. THE TOP CABINET IS 18"x90" PAINTED BLUE WITH WHITE AND BLUE VINYL APPLIED TO THE BACKGROUND. LEE TOWN HALL COPY TO BE ACRYLIC FCO			
(2) S/F 16mm. RED MONOCROME EMC'S MEASURING 2'-6 1/4"x7'-6 11/16"			
(1) 7 75"x48" STREET ADDRESS PANEL PAINTED BLUE WITH WHITE VINYL LETTERING THE CABINET & EMC WILL BE ATTACHED TO (2) 8"x8" SQUARE POSTS PAINTED WHITE			
OVERALL SIZE IS 98"x94"			
Job Name: TOWN OF LEE, NH PUBLIC SAFETY COMPLEX		 <small>158 Granley St., Hudson, NH 03051 (603) 882-2638 Fax (603) 882-7680 For Service: 800-227-5674</small>	
Location: 20 GEORGE BENNETT ROAD, LEE, NH 03861			
Design Specifications Accepted By:	Drawn By: JN		
Client:	Sales Rep: MALT		
Landlord:	PM: LL	Date: 08/22/16	
PROJECT APPROVAL			
Design:	Date:	<small>© COPYRIGHT 2016 THE BARLO GROUP THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTION AND REPRODUCTION RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS DESIGNATED FOR YOUR PERSONAL USE AND IS NOT TO BE LOANED OUTSIDE YOUR ORGANIZATION OR EXHIBITED IN ANY MANNER.</small>    	
Engineering:	Date:		
Estimating:	Date:		
Sales:	Date:		
Production:	Date:		
Installation:	Date:	File Name: Lee Safety Complex 160817129	SHEET: 3.0.1
		B-16-08-17129	

ITEM D - S/F 16mm, RED MONOCROME EMC

OPTION 1






SCALE 1/2"=1'-0"



PROPOSED



EXISTING

SCOPE OF WORK		Sign Area: — SQ. FT.	JOB#
M&I (1) S/F 16mm, RED MONOCROME EMC'S MEASURING 2'-6 1/4" x 7'-6 11/16"			
VERTICAL STEEL SUPPORTS WILL BE REQUIRED AND EXACT SIZE TBD PENDING FIELD SURVEY			
Job Name: TOWN OF LEE, NH PUBLIC SAFETY COMPLEX		 <p>159 Greasley St., Hudson, NH 03051 (603) 882-2639 Fax (603) 882-7880 For Service: 603-227-5674</p>	
Location: 20 GEORGE BENNETT ROAD, LEE, NH 03861			
Design Specifications Accepted By:			
Client:	Drawn By: JN		
Landlord:	Sales Rep: MALT	PM: LL	Date: 08/22/16
PROJECT APPROVAL		© COPYRIGHT 2016 THE BARLO GROUP THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTION AND DUPLICATION RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS DESIGNED FOR YOUR PERSONAL USE AND IS NOT TO BE LOANED OUTSIDE YOUR ORGANIZATION OR REPRODUCED IN ANY MANNER.	
Design: _____ Date: _____	 Underwriters Laboratories Inc.   		
Engineering: _____ Date: _____			
Estimating: _____ Date: _____			
Sales: _____ Date: _____			
Production: _____ Date: _____	File Name: Lee Safety Complex 160817129		
Installation: _____ Date: _____	B-16-08-17129		SHEET: 4,0

ITEM D - S/F 16mm, RED MONOCROME EMC
 SCALE 1/2"=1'-0"


OPTION 2



PROPOSED



EXISTING

SCOPE OF WORK		Sign Area	— SQ. FT.	JOB #:
M&I (1) S/F 16mm, RED MONOCROME EMC'S MEASURING 1-8 3/16 x5 -10 9/16				
VERTICAL STEEL SUPPORTS WILL BE REQUIRED AND EXACT SIZE TBD PENDING FIELD SURVEY				
Job Name		TOWN OF LEE, NH PUBLIC SAFETY COMPLEX		
Location		20 GEORGE BENNETT ROAD, LEE, NH 03861		
Design Specifications Accepted By:		Drawn By: JN		
Client:		Sales Rep: MALT		
Landlord:		PM: LL		
		Date: 08/22/16		
PROJECT APPROVAL				
Design:	Date:	<small>© COPYRIGHT 2016 THE BARLO GROUP THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTION AND DISTRIBUTION RIGHTS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS DESIGNED FOR YOUR PERSONAL USE AND IS NOT TO BE USED OUTSIDE YOUR ORGANIZATION OR EXHIBITED IN ANY MANNER.</small>  Underwriters Laboratories Inc.		
Engineering:	Date:			
Estimating:	Date:			
Sales:	Date:			
Production:	Date:			
Installation:	Date:	File Name: Lee Safety Complex 160817129	B-16-08-17129	SHEET: 4.01

BARLO SIGNS
 158 Grayley St., Hudson, NH 03051
 (603) 882-2638 Fax (603) 882-7680
 For Service: 800-227-5674

Carol

Pawtuckaway 659-8085 Mark

SELECT BOARD MEETING & PUBLIC HEARING MINUTES

May 27, 2014

PAGE 3

7. Randy Stevens recommends Industrial Traffic Lines for the line striping with Highway Safety Systems as a backup. The roads to be done are Wednesday Hill Road, Packers Falls Road, Garrity Road (partial), Snell Road, New Town Plains Road, High Road, Cartland Road, Tuttle Road, Campground Road and Fox Garrison Road (partial). Chairman Cedarholm moves to authorize the Highway Supervisor to enter into an agreement with Industrial Traffic Lines for the 2014 road striping work. Selectwoman Dennis, seconds. All in favor. **Motion Carries.**

Randy Stevens presents the paving bids. He received 5 out of 10 back and recommends using Continental Paving, Inc. for paving and use Pike Industries for material to be picked up. Chairman Cedarholm moves to authorize the Highway Supervisor to enter into a contract with Continental Paving, Inc. for the 2014 paving work. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

Randy Stevens shows the Board the video of the Giant Vac. The engine is in good shape. It needs a few parts. A used impeller is \$350. Blower housing is \$500 and liner kit is \$250. They decide on replacing the impeller and holding off on the rest until next winter. Mr. Stevens will use funds from his repairs account.

Randy will be walking LRP with Larry Kindberg on Friday morning and discuss what to do with the center section and piles of material at the Recreation Commission meeting next week.

Hillside seeded and aerated the playground. The grass is coming up.

The signs have been ordered for the playground.

Chairman Cedarholm will not be able to go to Concord DOT to get the Alteration of Terrain plan. Selectwoman Dennis will pick them up on May 28th so Randy can bring the plan to the Friday morning LRP walk.

Randy informs the Board that the new Ford 450 should be arriving next week.

8. Larry Kindberg informs that Board that he received a call from Christy Rice who is on the ORPP regarding a donation that they are giving to the Town for trees for LRP. The donation is in the amount of \$500 and they would be able to give this to Pawtuckaway Nursery to be earmarked for a tree. Chairman Cedarholm moves that the Board accept the donation in the amount of \$500 from the Oyster River Parents Preschoolers for the purpose of planting a tree. Selectwoman Dennis, seconds. All in favor. **Motion Carries.**
9. Scott Bugbee had privately requested (via email) that he receive monthly revenue & expense reports and TA Glover asked that the request be made in a meeting. TA Glover explains that it is important that the entire Board is aware if another Board member requests something like this in case they want the same information. In addition, if this is not done through the Board then it could be considered a 91-A request. The Finance Officer provided an example of what she could easily provide that would not entail creating a special report. Selectwoman Dennis is curious as to why he asked for this. Selectman Bugbee states that it is just a summary of how things are going and he just wants to be aware of where things stand. Selectwoman Dennis asks what the Treasurer's duties are. Does he do this? Selectman Bugbee states no, he is not really

Denise Duval

From: Karen S <houseofsandburg@hotmail.com>
Sent: Wednesday, August 10, 2016 11:08 AM
To: Denise Duval
Subject: Lee Town Seal revised quote

God morning Denise,
Here is the revised price list. Sorry for quoting you wrong the first time.

There are two types of enamel pins. A soft enamel pin the die is cast and the colors are set in and fired. The new enamel pin is produced the same way except the pin is then polished to give it a polished finish. The color is put in between the lines, like in a coloring book. Your Seal has many lines so the drawing would have to be slightly changed. However not enough to alter the design.

A nickel finish with a butterfly clasp and 4 colors. A die charge of \$60.00 plus shipping.

3/4" soft enamel pins

100 pins @ \$ 3.17 ea.

300 pins @ \$1.63 ea.

1" soft enamel pins

100 pins @ \$3.49 ea.

300 pins @ \$2.04 ea

3/4" new enamel pins

100 pins @ \$3.44 ea.

300 pins @ \$1.90 ea.

1" new enamel pins

100 pins @ \$3.77 ea.

300 pins @ \$2.31 ea.

Thank you for your inquiry and I look forward in hearing from you.

Have a great day

Karen

House of Sandburg Custom and Generic Lapel Items

- HOME
- QUALITY
- CUSTOM
- STOCK ITEMS
- PRICE
- DELIVERY
- CONTACT US

Soft Enamel Samples



Hard and New Enamel Samples



3-Demensional Relief Samples





Discretionary Preservation Easements Summary
09/23/16

TAX MAP #	ADDRESS	NAME on EASEMENT	DATE	TERM/ YRS	% of Full Value	Current Owner
02-03-0000	11 Randall Road	SHELTERING ROCK, LLC	11/13/2006	10	75%	Sheltering Rock LLC
05-01-0300	14 Angell Road	KENNETH & ALIDA ROTHWELL	11/10/2008	10	25%	Rothwell
13-09-0000	95 Wednesday Hill Road	JAMES & LOUANN GRISWOLD	11/13/2006	10	75%	Griswold
20-01-0000	1 Lee Hill Road	DANIEL & MICHELLE BRICKER	11/13/2006	10	75%	Blomquist-McCaffrey
24-05-0000	41 Birch Hill Road	ROBT & MARIA BARTH TRUST	10/10/2008	10	25%	Full release granted in 2008
24-08-0000	45 High Road	NOONEY-MUNGER TRUST	11/10/2008	10	25%	Nooney-Munger
25-03-0200	248 No. River Road	LAWRENCE & PATRICIA ROOP	11/13/2006	10	75%	Roop
32-01-0000	114 Wiswall Road	MARGARET BLICKLE TRUST	11/13/2006	10	75%	Pellechia
32-04-0000	41 Little Hook Road	MARGARET BLICKLE TRUST	11/13/2006	10	75%	Chisholm
07-05-0000	164 Stepping Stones Road	RONALD KENNARD	Board approved in June 2014, Mr. Kennard did not complete deed			
All have the following language:		Upon the expiration of the term of the discretionary easement, the Grantor may apply for a renewal and the Grantor/Grantee shall have the same rights and duties with respect to the renewal application as they did with respect to the original application. (RSA 79-D:8 III)				

TITLE V TAXATION

CHAPTER 79-D DISCRETIONARY PRESERVATION EASEMENTS

Section 79-D:8

79-D:8 Release of Easement, Expiration, Renewal, Consideration. –

I. Any property owner who has granted a discretionary preservation easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary preservation easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a property owner shall pay the following consideration to the tax collector of the municipality:

(a) For a release within the first half of the duration of the easement, 20 percent of the full value assessment of such structure and land under RSA 75:1.

(b) For a release within the second half of the duration of the easement, 15 percent of the full value assessment of such structure and land under RSA 75:1.

II. [Repealed.]

III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary preservation easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.

IV. The tax collector shall issue a receipt to the owner of such property and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

V. In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the property owner, the preservation easement shall be released without penalty.

VI. If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

Source. 2002, 86:1. 2007, 27:1, eff. Jan. 1, 2008.

To: **MARK NELSON** 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 26TH 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 **MARK NELSON** 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: Mark Nelson
Address: 145 Wednesday Hill Rd Phone/Cell: 397-9319
of Years as a Resident: 14
Email address: mcnel76@comcast.net

Full Membership (3 year term) position applying for: Sustainability & Facility cmte
Term Expires on the following date: _____
Alternate Position (3 year term) position applying for: _____
Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position: I have been
been a facility manager for over 25 years and responsible for sustainability
and energy projects in MA for 7 of those. (My resume can be found on
LinkedIn.) I now serve as Facility Director at the Currier Museum of Art in
Manchester.

Mark C. Nelson

Signature

9/10/2016

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.



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists



September 2, 2016

Town of Lee
Attn: Board of Selectmen
Town Hall
7 Mast Rd
Lee, NH 03861

**Re: Regional Notification
Eversource CT&M Facility
Proposed Telecommunications Tower
13 Legends Drive, Hooksett, NH
Map 25 Lot 80**

Dear Municipality:

On behalf of our Client, Eversource Energy, please consider this letter notification that an application for a telecommunications tower is pending with the Town of Hooksett, NH.

The proposed 120' telecommunications tower will be constructed at Eversource's Transmission Construction Test and Maintenance (CT&M) Facility, located at 13 Legends Drive, and is needed to provide wireless communications to isolation electrical switches in the greater Hooksett area. A single antenna and an outdoor cabinet with radio and networking equipment will be installed on the structure with power sourced from the existing electrical infrastructure.

We anticipate the following meetings at which you would have the opportunity to comment;

**9/12/16 – Hooksett Planning Board, 6:00pm
9/13/16 – Hooksett Zoning Board of Adjustment, 6:30pm
10/11/16 – Hooksett Zoning Board of Adjustment, 6:30pm
10/17/16 – Hooksett Planning Board, 6:00pm**

Meetings are held at the Hooksett Municipal building (room 105), 35 Main street, Hooksett, NH.

Should there be any questions or concerns in regards in regards to this notification or the project in general please do not hesitate to contact the undersigned at 472-4488 or ngolon@tfmoran.com.

Sincerely,
TFMoran, Inc.

Nicholas Golon, P.E.
Senior Project Manager

48 Constitution Drive
Bedford, NH 03110
Phone (603) 472-4488
Fax (603) 472-9747
www.tfmoran.com

Site Review Committee and Lee, board of selectmen

The Town of Lee in public session Board of selectmen meeting said you believed in what the VRC is doing and would stand behind us 100% if we followed the law and zoning. We have done just that. In June of this year the VRC sent the Lee zoning office and selectmen a letter informing you that the case St Benedict Center V town of Richmond NH Superior Ct 10/23/09. The court granted the motion for summary judgment in favor of the Center's first amendment claim. The center argued that the Board violated the First Amendment because house of worship are not directly allowed in any of the Town's zoning districts without a special exception, which restricts right to religious speech, assembly, and practice. The court found this persuasive because it gave the board excessive discretion.

The Town should note that in the Lee Zoning ordinance Article V Residential Zone (Zone a) A. Permitted uses in Zone A. the following uses are permitted line 4 Churches on a site approved by the Planning Board:

The NH Superior court called this discrimination.

The court partly granted the Center's motion for summary judgment on the assertion that the Town has violated RUIPA by "imposing conditions" on the site plan that cannot be carried out since there is still an issue of material as to whether the Town imposed a substantial burden on the current uses or the proposed uses.

In this case the Town of Lee placed a substantial burden by RLUIPA standards by stopping us from building a church to help in God's mission to help homeless combat veterans.

The Town of Lee is trying to run up our expenses to cause bankrupts and a loss of property. The Town of Lee singles out religious establishments and requires them to under go excessive discretion of the board to restrict our right to religious speech, assembly, and practice. This is against the law according to the NH Supreme Court and cannot be tolerated.

The court award 1.5 million in damages to the St Benedicts Center. The Town of Lee was made aware of this fact in June and again in August that if you required the VRC to cause more harm to Homeless U.S. Military Veterans with more expensive delays and costs by requiring a site review hearing, then the service charge would be 1.15 Million Dollars to the Town off Lee NH. Knowing of the cost you still violated the Constitution by discriminating against the VRC so the "Contract" service charge was accepted by the Town of Lee. In the second letter we gave you until the 20 of September 2016 to pay the bill. If the bill is not paid by that date then we will be filing suit against the Town of Lee for 12 Million dollars plus attorney fees in the range of 1/3 of the court award plus expenses, in the range of another 2 million dollars.

/as the Lee selectmen said we must obey the law and zoning that must include the Town of Lee NH.

