

SELECT BOARD MEETING AGENDA & PUBLIC HEARING

DATE: Tuesday, October 11, 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. **Police Department Grant Public Hearing**
4. **Chief Scott Nemet – Introduction of new Full-Time and Part-Time Firefighters**
Introduce to the Board full-time Lieutenant Emery Eaton and part-time firefighters Quinn Duffy and Devon Sherry who were recently hired to fill vacant positions at the Fire Department.
5. **Art Guadano – AG Architects**
Discuss how AG can assist the Select Board with developing a plan for Town Hall and possibly other facilities.
6. **Caren Rossi, Planning and Zoning Administrator – University System of NH Property Lease**
7. **Larry Kindberg, Rec Commission Chair**
 - a. Report back to Select Board on Potable Water at LRP
 - b. Advise Select Board of Programs for 2017
 - c. Request Warrant Article for \$7000 out of CIP for Landscaping at LRP
8. **Julie Glover, Town Administrator**
 - a. PSC water – arsenic etc.
 - b. Annex roof
 - c. Meeting/Training for Department Heads (November 2nd)
 - d. Gym Policy
 - e. Miscellaneous
9. **Motion to accept the Consent Agenda as presented:**

SIGNATURES REQUIRED
Facilities Committee Application

INFORMATION ONLY

Planning Board Notice
Letter from Trustees of Trust Funds re: LCCCRF funds
FairPoint Complaint for Declaratory Judgment and
Abatement of 2015 Tax Year Taxes

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

10. Motion to accept the Public and Non Public Meeting Minutes from September 26, 2016.
11. Motion to accept Manifest #7 and Weeks Payroll Ending October 9, 2016.
12. Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) Personnel x2 - **Roll Call Vote required.**
13. Motion to seal the Non-Public Session Minutes (if necessary.) **Roll Call Vote required.**
14. Miscellaneous/Unfinished Business
15. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on October 7, 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: 10/11/2016

Agenda Item No. 3

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/11/2016

Agenda Item Title: Public Hearing Grant acceptance

Requested By: Chief Tom Dronsfield **Date: 10/6/2016**

Contact Information: 603-659-5866

Presented By: Chief Tom Dronsfield

Description: The NH Office of Highway Safety is awarding the Lee Police Department \$10,000.00 for (4) In-Cruiser Videos. The PD will submit quarterly reports to the State for duration of the contract; a final report submitted upon completion of the project and all reports in within 20 days of the project termination date. An In Kind Match of \$10,000 shall be made by the Town of Lee towards installation, personnel and other costs.

Financial Details: Grant amount not to exceed \$10,000.00; Town match \$10,000.00 (in kind services and gas for the cruisers.)

Legal Authority: NH RSA 31:95-b

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the NH Highway Safety Lee In-Cruiser Video Grant in an amount not to exceed \$10,000.00 and to authorize up to \$10,000.00 in Police Department in kind services and allowable expenses, to come from the Police Operating Budget.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

Project Title: Lee In-Cruiser Video

Project #: 308-17A-005

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@leehnpolice.org | | Grant Contact Email: restee@leehnpolice.org | |
| 1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town | | 1.4.2 DUNS 103942798 | |
| 1.5. Subrecipient Phone # 603-659-5866 | 1.6. Effective Date October 1, 2016 | 1.7. Completion Date September 30, 2017 | 1.8. Grant Limitation \$10,000.00 |
| 1.9. Grant Officer for State Agency LuAnn Speikers | | 1.10. State Agency Telephone Number 603-271-2197 | |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Subrecipient Signature 1 | | 1.12. Name & Title of Subrecipient Signor 1 Scott Bugbee, Chairman of the Board of Selectmen | |
| Subrecipient Signature 2 | | Name & Title of Subrecipient Signor 2 John LaCourse, Selectman | |
| Subrecipient Signature 3 | | Name & Title of Subrecipient Signor 3 Cary Brown, Selectman | |
| 1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1. Signature of Notary Public or Justice of the Peace (Seal) | | 1.13.2 Name & Title of Notary Public or Justice of the Peace | |
| 1.14. State Agency Signature(s) | | 1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____ | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | |
| By: | | Assistant Attorney General, On: / / | |
| 1.17. Approval by Governor and Council (if applicable) | | | |
| By: | | On: / / | |

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

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

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

EXHIBIT A

Scope of Services

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$10,000.00 for In-Cruiser Videos (4), 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 | \$20,000.00 | \$10,000.00 | \$10,000.00 | | |
| b. Current Expenses | | | | | |
| c. Equipment | | | | | |
| d. Indirect Costs & Audit | | | | | |
| e. Contractual Services | | | | | |
| f. Travel | | | | | |
| Total Approved Costs (Include Non-Federal Share) | \$20,000.00 | \$10,000.00 | \$10,000.00 | | |

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.

Grantee Initials _____ Date _____

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 | \$10,000.00 |
| d. Indirect Costs and Audit Expense | |
| e. Contractual Services | |
| f. Travel Expenses | |
| Total | \$10,000.00 |

| |
|---|
| Project Cost is 50% Federal Funds, 50% Applicant Share |
| Awarding Agency: Office of Highway Safety (OHS) |
| Project Title & Number: Lee In-Cruiser Videos (4) #308-17A-005 |
| PSP & Task #: 17-02 M6OT 07 |
| Funding Source: 402 Funds |
| Catalog of Federal Domestic Assistance (CFDA) Number: 20.616 |
| In Kind Match: \$10,000.00 |

2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$10,000.00.
- 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

Grantee Initials _____ Date _____

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

c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.

d. The quarterly submission due dates are as follows:

January 15th for October-December (Quarter 1)

April 15th for January-March (Quarter 2)

July 15th for April-June (Quarter 3)

October 15th for July-September (Quarter 4)

e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.

f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Reimbursement form (HS-20). In addition, the Chief may not sign off on the Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.

g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.

h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

EXHIBIT C

Special Provisions

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

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

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

(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 _____

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: _____



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

Office Use Only

Meeting Date:

Agenda Item No.

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/11/2016

Agenda Item Title: Introduction of new Full Time and Part Time Firefighters

Requested By: Chief Nemet

Date: 10/3/2016

Contact Information: SNemet@LeeFire.org 659-5411

Presented By: Chief Nemet

Description: Introduce Full Time Lieutenant Emery Eaton, Part Time Firefighters Quinn Duffy and Devon Skerry who were recently hired to fill vacant positions.

Financial Details: Enter Estimated Cost, if any, funding source, etc.

Legal Authority Enter underlying legal authority, usually NH RSA and/or Town Policy or Ordinance

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

REQUESTED ACTION OR RECOMMENDATIONS:



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

Office Use Only

Meeting Date: _____

Agenda Item No. _____

BOARD OF SELECTMEN

10/11/16 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: RECREATION COMMISSION UPDATE & RECOMMENDATION

Requested By: RECREATION COMMISSION Date: 10/5/16

Contact Information: LARRY KINDBERG

Presented By: LARRY KINDBERG

Description: ADVISE BOS REGARDING POTABLE WATER AT LRP
ADVISE BOS OF PROGRAMS FOR 2017
REQUEST WARRANT ARTICLE FOR RELEASE OF \$7,000
IN CIP FOR LANDSCAPING @LRP.

Financial Details: _____

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

Julie Glover

From: Tom Dronsfield
Sent: Friday, September 30, 2016 7:28 AM
To: Julie Glover
Subject: Fw: Seacoast Analytical reports

FYI

From: Stan Oliver <yankeepumpnh@gmail.com>
Sent: Thursday, September 22, 2016 10:05 PM
To: Tom Dronsfield
Subject: Re: Seacoast Analytical reports

Tom,
Thanks for water tests.

The Safety building needs a well chlorination for the bacteria. Coliform is an indicator bacteria...something not found in well...so the well needs to be checked out!

Cost service call, chlorination, retest. \$100

The issues with windshields and paint mottling is caused by the hardness in the water. A quality softener will solve that. Check with the Fire Dept in Newmarket. They had a horrendous problem that we solved with a softener!

Cost \$1600 installed.

The Town Shed needs an arsenic filter on the drinking fountain, coffee machine, kitchen sink. A 1/2 GPM filter with automatic testing will cost \$1100. It will last several years, then need replacement media for \$500.

A cheaper up front cost is to filter each area. The initial installation is \$600 and the spin on cartridges are about \$155. I should look at the bldg again!

Let me know if there are any questions.

Thanks,
Stan Oliver

Buy a filter or Be a filter
YankeePumpNH@gmail.com

On Sep 12, 2016, at 11:42 AM, Tom Dronsfield <Tdronsfield@Leenhplice.org> wrote:

FYI Thanks



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

Office Use Only

Meeting Date: October 11, 2016

Agenda Item No. 8d

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/11/2016

Agenda Item Title: Gym Policy

Requested By: Julie Glover, Town Administrator **Date: 10/6/2016**

Contact Information: 659-5414

Presented By: Julie Glover

Description: Review existing Town Gym Policy and revise to allow for the Police and Fire employees to utilize during work hours as long as it does not interfere with their duties and responsibilities during said work hours and is accordance with Departmental policies.

Financial Details: N/A

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to grant the Police and Fire Departments permission to utilize the Town Gym during work hours per written guidelines provided by each department and ;

Move to grant the Town Administrator authority to revise the existing gym policy to represent the above mentioned changes and bring said policy to the Board for final approval.

To: **DWIGHT BARNEY** 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 11TH day of October, 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: Dwight Barney
Address: 52 Cartland Rd Phone/Cell: home 659-5857
of Years as a Resident: 45 years
Email address: _____

Full Membership (____ year term) position applying for: Town Building/Center Committee
Term will expire on the following date: 6/30/2017
Alternate Position (____ year term) position applying for: _____
Term will expire on the following date: _____

I feel the following experience and background qualifies me for this position: 18 years
as selectman for Town; 20+ years on Planning
board;
Having served on various town committees
I have concerns on how the town is now viewing its
future design. we need stability & we need people
to participate in its planning of its future

Dwight Barney
Signature

9/26/16
Date

You are welcome to submit a letter or resume with this form. New applicants who have not previously served are requested to attend a Select Board 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.

**Public Notice
Lee Planning Board
7 Mast Road
Lee, NH 03861
603-659-6783**

The Town of Lee Planning Board will conduct a public hearing on Thursday, October 13, 2016 at a meeting beginning at 7:00 pm at the Public Safety Complex, 20 George Bennett Road, Lee NH. The application is for a Lot Line Adjustments between Lee Tax Maps #11-06-000 & #11-05-0200. The properties are owned by Lee Church Congregational and Oyster River School District as shown on submitted plan by David W. Vincent, LLS. This is an application acceptance hearing and possible final hearing.

You are invited to appear in person or by representation of agent of counsel and state reasons why this application should or should not be accepted/approved. Application information is on file with the Office of Planning & Zoning located at the Lee Town Hall Annex.

POSTED AT THE LEE TOWN HALL, OFFICE OF PLANNING & ZONING ON
SEPTEMBER 27, 2016 AT 2:30 PM.

ADVERTISED IN FOSTER'S DAILY DEMOCRAT.

Trustees of Trust Funds
Town of Lee
7 Mast Road
Lee, NH 03861

September 29, 2016

Board of Trustees
Lee Public Library
9 Mast Road
Lee, NH 03861

Dear Lee Public Library Board of Trustees:

In a letter dated 11 August 2016 from the Lee Public Library Board of Trustees, received as an attachment to an email on 14 August 2016 along with additional supporting documents, we were asked the following question:

Can the funds deposited into the Lee Library/Community Center CRF be used for improvements and/or additions to the Lee Library at its current location or does the last line of the motion bind these funds to a new building on THAT particular Map Lot number (which location is incorrect)

At our meeting on 15 August 2016, we reviewed the legislation that created this fund, the discussions recorded in town meeting minutes, and the additional information that you provided. We refrained from voting on the question so that each of us could read all of the documents again.

At our meeting on 28 September 2016, we again discussed this question. Our unanimous vote is that the Lee Library / Community Center Capital Reserve Fund cannot be used for improvements and/or additions to the Lee Library at its current location. Although the lot number referenced in the warrant article is incorrect, as you stated, the proposed building location was well established and publicized at least a year before the fund was created. The location adjacent to Little River Park was even mentioned as a selling point of the project.

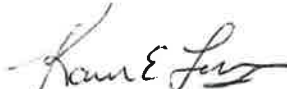
You can seek a change of purpose for the fund as allowed under RSA §35:16. This requires a 2/3 majority to pass. If unsuccessful, the fund remains unchanged.

Please contact us if you have questions about this matter.

Respectfully,



John H. Tappan
Trustee



Karen E. Long
Trustee



Richard Miller
Trustee

CC: Scott Bugbee, Select Board Chairman, Town of Lee
John LaCourse, Selectman, Town of Lee
Cary Brown, Selectman, Town of Lee
Julie E. Glover, Town Administrator

Trustees of Trust Funds
Town of Lee
7 Mast Road
Lee, NH 03861

September 29, 2016

Select Board
Town of Lee
7 Mast Road
Lee, NH 03861

Dear Select Board:

In an August 22, 2016 email from Julie Glover, Town Administrator, the Trustees of Trust Funds were told that the Select Board "has started the process to determine if it is feasible and desirable to provide on-site drinking water at LRP from the existing well."

We were asked two questions:

1. Is it appropriate to utilize funds from the Recreation CRF for this purpose?
2. Is it appropriate to utilize funds from the Town Building CRF for this purpose?

We asked for and received additional supporting information from Julie Glover and Randy Stevens. We reviewed this information and the legislation that created these funds. At our meeting on September 28, 2016, the trustees discussed and voted on the questions. We have the following answers:

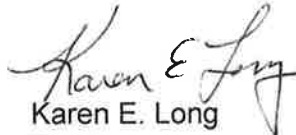
1. The Recreation CRF can be used for this purpose.
2. The Town Building Capital Reserve Fund cannot be used for this purpose.

Please contact us if you have questions about this matter.

Respectfully,



John H. Tappan
Trustee



Karen E. Long
Trustee



Richard Miller
Trustee

CC: Julie E. Glover, Town Administrator

35:16 Change of Purpose. – After the purpose for which a capital reserve fund is established has been determined, no change shall be made in the purpose for which said fund may be expended unless and until such change has been authorized by a vote of 2/3 of all the voters present and voting at an annual town or district meeting, in the case of a town or district, or by vote of 2/3 of the entire membership of a county delegation, in case of a county, or by unanimous vote of the water board or commissioners of the water department, in the case of a water works department, as provided in RSA 35:7.

35:16-a Discontinuing Fund. – Any town, school district, village district or county which has established a capital reserve fund pursuant to the provisions of this chapter may, as provided by RSA 35:3, vote to discontinue such capital reserve fund. If such fund is discontinued, the trustees of the trust fund holding the account for said fund shall pay all the monies in such fund to the town, district or county treasury as applicable.



CELEBRATING OVER 30 YEARS OF SERVICE TO OUR CLIENTS

MICHAEL J. DONAHUE
CHARLES F. TUCKER
ROBERT D. CIANDELLA
LIZABETH M. MACDONALD
JOHN J. RATIGAN
DENISE A. POULOS
ROBERT M. DEROSIER
CHRISTOPHER L. BOLDT
SHARON CUDDY SOMERS
DOUGLAS M. MANSFIELD
KATHERINE B. MILLER
CHRISTOPHER T. HILSON
JUSTIN L. PASAY
HEIDI J. BARRETT-KITCHEN
NICOLE L. TIBBETTS
ERIC A. MAHER
DANIELLE E. FLORY

OF COUNSEL
NICHOLAS R. AESCHLIMAN

ROBERT A. BATTLES
(1951-2010)



September 23, 2016

Julie E. Glover, Town Administrator
Board of Selectmen
Town of Lee
7 Mast Road
Lee, NH 03824

Re: Complaint for Declaratory Judgment and Abatement of 2015 Tax Year Taxes

Dear Ms. Glover and Board Members:

Enclosed please find a Complaint for Declaratory Judgment and Abatement filed by FairPoint for the 2015 tax year taxes, and a copy of the Acceptance of Service that I executed on behalf of the Town. This case, as with previous year cases, will be transferred to the Merrimack County Superior Court, assigned to Judge McNamara and stayed. The presiding Justice of the Superior Court, Judge Tina Nadeau, has stayed all these matters as they are transferred, which will prevent the need for the Town to incur any costs in filing an Answer to the Petition.

We are in the process of scheduling meetings to discuss settlement of all the tax years in this matter. We are also, because settlement is never assured, moving forward with the Interlocutory Appeal of the “ultra vires” legal issues and setting up dates for trials of “test municipalities” on the remaining legal and factual issues, including valuation. My associate Eric Maher will be in touch with Town Officials and the Assessor for the Town regarding settlement discussions. Any tentative settlements would be subject to approval by the Board of Selectmen.

Please let me know if you have any questions in the meantime.

DONAHUE, TUCKER & CIANDELLA, PLLC
225 Water Street, P.O. Box 630, Exeter, NH 03833
111 Maplewood Avenue, Suite D, Portsmouth, NH 03801
Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253
83 Clinton Street, Concord, NH 03301

Sincerely,

DONAHUE, TUCKER & CIANDELLA, PLLC



Katherine B. Miller
kmiller@dtclawyers.com

KBM:nes

Enclosures

cc: Eric A. Maher, Esquire
Robert M. Derosier, Esquire

S:\LA-L\Lee, Town of\FairPoint Tax Appeal 2015 Taxes\Corres & Memos\2016 09 23 Letter to Town.docx