

# SELECT BOARD MEETING AGENDA

**DATE:** Monday, December 19, 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. **20217 RACETRACK LICENSE PUBLIC HEARING for Lee USA Speedway**
4. **Bill Callen, Lee USA Speedway Manager – Racetrack Utilization Request**  
*Further discuss and act upon the Speedway's request to operate and make the facility available to race teams on Tuesdays and Thursdays from 9:00 am – noon for education and inspection and noon – 5:00 pm for on track education and safety testing.*
5. **Tom Loureiro, Racetrack Committee Chair – Proposed Racetrack Ordinance Warrant Article**  
*Present the Board with a draft updated Racetrack Ordinance for FY 18 Warrant Article.*
6. **Bill Oldenburg, DOT Engineer - Lee Traffic Circle**  
*Respond to the Board's questions and concerns with regards to the number of traffic accidents at the new Lee Traffic Circle.*
7. **Alice MacKinnon, ABC Chairwoman – ABC FY18 Budget Recommendations**
8. **Caren Rossi, Planning and Zoning Administrator - Complaints received on the weekend**
9. **Scott Bugbee, 250<sup>th</sup> Celebration Committee Rep**
  - a. *Request permission to move forward with installing a 25' flag pole at LRP near the Pavilion.*
  - b. *Request permission to research and proceed with placing US flags on 18 electrical poles around Town Center.*
10. **Julie Glover, Town Administrator**
  - a. *AG Architect's Proposal*
  - b. *Cell Phone Draft Policy*
  - c. *Lee Traffic Circle/Durham Well Water Service Project Update*
  - d. *Town Hall Staff Annual Lunch with Treasurer*
  - e. *Miscellaneous*
11. **Motion to accept the Consent Agenda as presented:**

<b><u>SIGNATURES REQUIRED</u></b> Abatements (4) Racetrack Committee Swearing in Doc	<b><u>INFORMATION ONLY</u></b> NHDES Letter
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Individual items may be removed by any Select Board member for separate discussion and vote.
12. **Motion to accept the Public and Non Public Meeting Minutes from December 5, 2016.**
13. **Motion to accept Manifest #12 and Weeks Payroll Ending December 18, 2016.**
14. **Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) Personnel x2 Roll Call Vote required**
15. **Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.**
16. **Miscellaneous/Unfinished Business**
17. **Adjournment**

**Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on December 16, 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

Application for License to Operate a Racetrack

For the Racing Season 2017

Name of Applicant LEE USA SPEEDWAY INC

Business Address 380 CALEF HIGHWAY, LEE, NH 03861

Mailing Address P. O. BOX 344, ROWLEY, MA 01969

Business Telephone 978-462-4252

Contact Person JOHN E. MACDONALD

Insurance Carrier/Policy Number PK201500000581


A copy of the insurance policy binder is attached.

We request a license to operate the Lee USA Speedway for the 2017 racing season. Attached is a schedule of the racing season that includes the dates, times and types of events.

Also included are tentative rain dates requested in the event a race is cancelled due to inclement weather.

We have previously received a copy of the Town of Lee's Racetrack Ordinance and understand the requirements contained within.

Date 11/18/2016

Signed   
JOHN E. MACDONALD, PRESIDENT  
Lee USA Speedway Representative

FEE \$100

CHECKERED FLAG STRUCTURES, INC.

18711

TOWN OF LEE

Date	Type	Reference
11/18/2016	Bill	2016-1118-1

Original Amt.	100.00
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Balance Due	100.00
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11/18/2016

Discount

Check Amount

Payment	100.00
	100.00

REGULAR P/B #7467 2017 Track License Application

100.00

PRODUCT DLT104

USE WITH 91663 ENVELOPE

W B MASON (508) 586-3434

**2017 LICENSE to OPERATE a MOTOR VEHICLE RACETRACK  
IN THE TOWN OF LEE**

A license to conduct motor vehicle racing at the **Lee USA Speedway** during the time period of April 8 – October 29, 2016 is hereby granted SUBJECT TO all provisions of the Town of Lee *Racetrack Ordinance* adopted on March 10, 1977 by the Annual Town Meeting, and SUBJECT TO any revisions or amendments to the Ordinance as hereinafter enacted.

The Select Board grants approval with the understanding that failure to comply with the provisions of the Ordinance shall be grounds for revocation or suspension of this license.

\*No practice or tire testing dates are permitted\*

<u>23 RACES</u>	<u>CATEGORY</u>	<u>3 TEST &amp; TUNE</u>
1) Sunday, April 9, 2017	American Canadian Tour Gov's Cup	1) Saturday, April 8, 2017
2) Sunday, April 30, 2017	Granite State Pro Stocks	2) Sunday, April 9, 2017
3) Friday, May 19, 2017	NASCAR Racing Season Opener	3) Friday, October 6, 2017
4) Saturday, May 27, 2017	NValenti Modified w/Pro4, VOM, NECL, Supers	
5) Friday, June 2, 2017	NASCAR Racing	
6) Friday, June 9, 2017	NASCAR Racing	
7) Friday, June 16, 2017	NASCAR Racing	
8) Friday, June 23, 2017	NASCAR Racing – S. late models	
9) Friday, June 30, 2017	NASCAR Racing - Fireworks	
10) Friday, July 7, 2017	NASCAR Racing GSPSS, NECL	
11) Friday, July 14, 2017	NASCAR Racing w/Elcamino	
12) Friday, July 21, 2017	NASCAR Racing – Valenti Mods	
13) Friday, July 28, 2017	NASCAR Racing	
14) Friday, August 4, 2017	NASCAR Racing - ISMA	
15) Friday, August 11, 2017	NASCAR Racing – S. late models	
16) Friday, August 18, 2017	NASCAR Racing	
17) Friday, August 25, 2017	NASCAR Racing	
18) Friday, Sept. 1, 2017	NASCAR Racing	
19) Friday, Sept. 8, 2017	NASCAR Racing	
20) Friday, Sept. 15, 2017	Championship NASCAR Racing	
21) Saturday, Sept. 24, 2017	After Season Special	
22) Saturday, October 7, 2017	Octoberfest - Qualifying <b>12pm-10 pm</b>	
23) Sunday, October 8, 2017	Octoberfest - Features <b>12pm-10 pm</b>	

RAIN DATES

- 1) Saturday, April 22, 2017
- 2) Sunday, April 23, 2017
- 3) Saturday, May 6, 2017
- 4) Sunday, May 7, 2017
- 5) Sunday, May 28, 2017
- 6) Sunday, September 25, 2017
- 7) Friday, October 20, 2017
- 8) Saturday, October 21, 2017
- 9) Sunday, October 22, 2017
- 10) Friday, October 27, 2017
- 11) Saturday, October 28, 2017
- 12) Sunday, October 29, 2017

Dates and hours of operation were approved by the Select Board on \_\_\_\_\_.

\_\_\_\_\_  
Scott Bugbee, Chairman

\_\_\_\_\_  
John LaCourse

\_\_\_\_\_  
Cary Brown

\*\*\*\*\*

\_\_\_\_\_  
Building Inspector

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

**2017 LEE USA SPEEDWAY TENTATIVE SCHEDULE**

NO.	DAY	DATE	PRACTICE STARTS AT:	RACE EVENT	NO.	RAIN DATES	NO.	TEST & TUNE
	Saturday	4/8/2017	noon - 6pm	Test & Tune			1	Test & Tune
1	Sunday	4/9/2017	12 noon	American Canadian Tour Governor's Cup				OP - 12 - 10 PM
	Saturday	4/22/2017	noon - 6pm	Test & Tune - Rain Date		1		
	Sunday	4/23/2017	12 noon	ACT Rain Date		2		OP - 12 - 10 PM
	Saturday	4/29/2017	noon - 6pm	Test & Tune			2	TEST & TUNE
2	Sunday	4/30/2017	12 noon	Granite State Pro Stocks				
	Saturday	5/6/2017	noon - 6pm	Test & Tune - Rain Date		3		
	Sunday	5/7/2017	12 noon	Granite State Pro Stocks - Rain Date		4		
3	Friday	5/19/2017	5pm	NASCAR Racing Season Opener				
4	Saturday	5/27/2017	12 noon	Valenti Modified w/ Pro4, VOM, NECL, Supers				
	Sunday	5/28/2017	12 noon	Modified - Rain Date		5		
5	Friday	6/2/2017	5pm	NASCAR Racing				
6	Friday	6/9/2017	5pm	NASCAR Racing				
7	Friday	6/16/2017	5pm	NASCAR Racing				
8	Friday	6/23/2017	5pm	NASCAR Racing - Super Late Models				
9	Friday	6/30/2017	5pm	NASCAR Racing - Fireworks				
10	Friday	7/7/2017	5pm	NASCAR Racing GSPSS, NECL				
11	Friday	7/14/2017	5pm	NASCAR Racing w/Elcamino				
12	Friday	7/21/2017	5pm	NASCAR Racing - Valenti Modifieds				
13	Friday	7/28/2017	5pm	NASCAR Racing				
14	Friday	8/4/2017	4pm	NASCAR Racing - ISMA				
15	Friday	8/11/2017	5pm	NASCAR Racing - Super Late Models				
16	Friday	8/18/2017	5pm	NASCAR Racing-				
17	Friday	8/25/2017	5pm	NASCAR Racing				
18	Friday	9/1/2017	5pm	NASCAR Racing				
19	Friday	9/8/2017	5pm	NASCAR Racing				
20	Friday	9/15/2017	5pm	Championship NASCAR Racing				
21	Saturday	9/24/2017	12 noon	After Season Special - TBA				
	Sunday	9/25/2017	12 noon	Rain Date		6		
	Friday	10/6/2017	3-8pm	Test & Tune			3	Test & Tune
22	Saturday	10/7/2017	12 noon	Oktoberfest - Qualifying				OP - 12 - 10 PM
23	Sunday	10/8/2017	12 noon	Oktoberfest - Features				OP - 12 - 10 PM
	Friday	10/20/2017	3-8pm	Rain Date		7		
	Saturday	10/21/2017	12 noon	Rain Date for Oktoberfest - Qualifying		8		OP - 12 - 10 PM
	Sunday	10/22/2017	12 noon	Rain Date for Oktoberfest - Features		9		OP - 12 - 10 PM
	Friday	10/27/2017	3-8pm	Rain Date		10		

Saturday	10/28/2017	12 noon	Rain Date for Oktoberfest - Qualifying		11		OP - 12 - 10 PM
Sunday	10/29/2017	12 noon	Rain Date for Oktoberfest - Features		12		OP - 12 - 10 PM

## RACETRACK ORDINANCE

In accordance with the provisions of the New Hampshire Revised Statutes Annotated, Chapter 31, Section 41-a, as originally adopted at the Town Meeting assembled on March 10, 1977 and, as amended at the Town Meeting assembled on March 15, 1989, as amended at the Town Meeting assembled on March 11, 1992, as amended at the Town Meeting assembled on March 11, 1998 and as amended at the Town Meeting assembled on March 15, 2006, and as amended by Warrant Article 7 of the March 13, 2012 Election the following regulations are adopted with respect to regulation of motor vehicle racetracks within the Town of Lee.

### Section 1: Definitions:

~~Motor Vehicle: For the purpose of these regulations, a motor vehicle shall be defined as any self-propelled vehicle, except tractors, activated by an internal combustion engine and not operated exclusively on stationary tracks.~~

~~Division: Any of the standard divisions that race at a racetrack on a regular basis during a Race Season, which may include Supermodified, Late Model Sportsman, Hobby Stock, Ironman and Pure Stock, or such other divisions as may be added for a particular Race Season.~~

~~Event: A series of racing contests and/or related Vehicle activities to be contained within a calendar day, to which may include, but not be limited to, practice Practice Runs, heat Heats, races and Feature races Races and Special Activities.~~

~~Feature Race: A racing contest involving Vehicles in a Division to establish final Divisional results for an Event.~~

~~Heat: A preliminary racing contest involving Vehicles in a Division to establish starting order for a subsequent contest to be held during the same Event.~~

~~Meter: Shall have the meaning provided in Schedule A, Sound Monitoring Procedures.~~

~~Motor Vehicle: For the purpose of these regulations, a motor vehicle shall be defined as any self-propelled vehicle, except tractors, activated by an internal combustion engine and not operated exclusively on stationary tracks.~~

~~Practice Run: Any use of a racetrack by a Vehicle for performance testing, driver practice and training, or similar activity during an Event that includes Races.~~

~~Race: A racing contest involving multiple Vehicles in a Division, which may be either a Heat or a Feature Race.~~

~~Race Season: Shall have the meaning provided in Section 2 below.~~

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Rain Date: An event shall be considered complete, when five (5) heat races or feature races have been completed, whichever comes first.

Sound Measurement: A discrete sound reading captured by the Meter when operated in accordance with the Sound Monitoring Procedures provided in Schedule A.

Special Activity: A racing contest, demonstration or other Vehicle activity that does not constitute a Race as defined herein, including but not limited to Test and Tune activities. For the avoidance of doubt, a Special Activity may be a standalone Event that does not include Races or may be part of an Event that also includes Races.

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**Section 2:** Motor vehicle racetracks may be open and may operate from April 1 through October 31 each year (each such time period, a "Race Season") for automobile, go-cart and motorcycle racing only. Vehicular racing shall be limited in total operating hours per race date, including warm-up, to eight (8) hours inclusive. At no time shall said operating and warm-up time begin before 12:00 PM. No racing may be started after 11:30 PM and all racing is to stop by 12:00 midnight.

**Section 3:** Not later than sixty (60) days prior to opening of the racetrack each year, said racetrack owners and/or operators shall submit to the Selectmen, in writing, an application for a license on a form prescribed by the Selectmen, together with a proposed operation schedule for the ensuing year. Said schedule shall list the form of the vehicular racing to be scheduled on each date listed. The Selectmen may, consistent with the provisions of these regulations and the interest of public safety, health and welfare, alter the racing schedule in connection with the issuance of any license.

**Section 4:** Upon receipt of the license application, the Selectmen shall schedule a Public Hearing on the request for a license. In so doing, the Selectmen shall give notice to abutters and to the public, at the applicants expense, in the same manner as provided for a hearing conducted by the Zoning Board of Adjustment. At said hearing, which shall be conducted where practicable no more than thirty (30) days after receipt of the license application, the applicant shall have the burden of establishing that operation of the racetrack for the ensuing year will be in conformance with all provisions of any other Federal, State or local statute, ordinance or regulations applicable to the racetrack. Abutters and other interested parties shall be afforded an opportunity to address the Selectmen during this hearing on the subject of license issuance. A license shall be issued to the applicant if he or she satisfies, by a preponderance of the evidence, the burden of proof as specified in this section. Said license shall be valid for not more than one (1) year and shall set forth the scheduled events, not to exceed twenty three (23), plus twenty three (23) rain dates per license period, stating the date, time and a brief description of each event. A notation on the license shall indicate that such rain dates are subject to change upon written approval of the Selectmen for good cause shown.



**Section 5:** A license fee in the amount of one hundred dollars (\$100.00) per annum shall be assessed for each racetrack operation in the Town. This fee is to be paid upon application for license.

**Section 6:** No vehicular racetrack shall be operated within the Town of Lee unless the owner and/or operators shall have, upon written application to the Board of Selectmen, obtained a license to operate such vehicular racetrack contingent upon proof that said owners and/or operators can and will comply with the provisions of the Town of Lee Racetrack Ordinance.

**Section 7:** Only malt beverages, and no other alcoholic beverages, may be sold and consumed in restricted areas on racetrack property while the racetrack is open to the public for the purpose of viewing vehicular racing. No other alcoholic beverages shall be sold, consumed or allowed during such period of public viewing of vehicular racing. No malt beverages shall be sold to anyone under the age of twenty-one years, and proper age identification shall be required prior to sale. The racetrack owner and/or operator, whoever is in direct charge of the race, shall post signs advising the public of this section at visible locations within the seating areas and at each entrance gate; said signs shall also state the penalty for violation of this section. Failure of the racetrack owner and/or operator to comply with this section shall be grounds for the revocation of the license. Any person in possession of alcoholic beverages outside the restricted area in violation of this section shall be guilty of a violation. The alcoholic beverage shall be seized and disposed of in compliance with State statutes, local law or regulations. Prior to each racing season, the Board of Selectmen or their designee shall inspect to insure signs are properly posted.

**Section 8:** Authorized agents or representatives of the Town may enter, with or without notice or consent, the premises of any racetrack which holds or has applied for a license at any reasonable time and inspect and report on the conditions found as to compliance with the provisions of the regulations. It shall be the duty of the owner and/or operator of the racetrack to cooperate with such agents or representatives and permit access to any portions of said premises at their request. Failure to comply with these provisions shall be grounds for revocation or suspension of the license.

**Section 9:** The racetrack owners and/or operators shall provide, at their own expense, such Police and Fire protection as is deemed necessary by the Police Chief and Fire Chief of the Town of Lee, New Hampshire pursuant to written standards promulgated by the said Police Chief and Fire Chief to insure public safety. Said written standards shall be made available upon request and satisfactory compliance with all safety standards referred to hereinafter shall be made in writing to the respective Police Chief and Fire Chief prior to any and all scheduled racing events. A copy of these standards shall be attached to the operating license when issued.

**Section 10:** Racetrack owners and/or operators shall provide, at their expense, suitable and sufficient sanitary facilities including toilets with adequate lavatories. Restroom facilities shall be available for use by patrons at all times the racetrack is open to the public. All sanitary and washing facilities shall at all times be maintained in good working order and be in compliance with New Hampshire Health, Water Supply and Pollution Control laws and regulations and with all applicable State laws, local ordinances, regulations and/or by-laws.

**Section 11:** Racetrack owners and/or operators shall provide, during all times they are open to the public and/or operating, at their own expense, an adequate ambulance service properly licensed under the laws of the State of New Hampshire sufficient to provide for whatever emergency their activities might cause. At no time shall the racetrack be open to the public without one (1) properly manned ambulance at the racetrack.

**Section 12:** All litter shall be cleaned up within thirty six (36) hours from the end of each racing event. This section shall be monitored by the local Health Officer during the racing season.

**Section 13:** Overnight camping shall be permitted on site in accordance with the following standards:

- A. Overnight camping shall be permitted in recreational vehicles with self-contained sanitary facilities.
- B. Such vehicles shall reside at the site only twenty four (24) hours prior to a scheduled event and no longer than twenty four (24) hours following completion of that event.
- C. A specific section of the back parking area shall be designated for this use and shall be posted on site accordingly.
- D. Camping vehicles shall not be permitted within the Shoreline Conservation District.
- E. "Gray Water" may only be discharged into approved septic facilities.

**Section 14:** Owners and/or operators of racetracks shall be responsible for any and all violations of these regulations and their license to operate such vehicular racetrack shall be contingent upon full compliance with these regulations with total cooperation and good faith. The violation of any section of these regulations shall be grounds for revocation or suspension of said license at the discretion of the Board of Selectmen.

**Section 15:** Prior to the opening of any racing season, the owners and/or operators shall post a cash bond with sufficient sureties in the amount specified by the Board of Selectmen of the Town of Lee; said bond shall be applied in the event expenses are incurred by the Town of Lee as a result of any authorized event under these regulations.

**Section 16:** No license shall be issued, and any license issued, shall be revoked or suspended at the determination of the Selectmen, unless the license shall take out and maintain in effect at the expense of the licensee a policy or policies of liability insurance in a company or companies approved by the Selectmen with limits not less than two million dollars (2,000,000.00) protecting and insuring the licensee and Town and all agents, servants and representatives of each as named insured from liability for personal injuries and property damage resulting from the ownership, use or operation of the racetrack and/or track premises. The licensee, by application

for and/or acceptance of any license, shall be conclusively deemed to have agreed to indemnify the Town and its agents, servants and representatives from all liability including personal injuries and property damage coming out of the existence, use, ownership or operation of the racetrack and/or track premises and such indemnity agreement shall be expressly covered in said policy or policies.

**Section 17:**

A. No use other than vehicular racing, race car education/safety testing and automotive-related flea markets shall be scheduled or sponsored at any vehicular racetrack within the Town of Lee without written approval of the Board of Selectmen of the Town of Lee, New Hampshire.

B. The racetrack shall be kept secure from unauthorized entry when not in use.

C. Automotive related flea markets may be scheduled on the third Sunday of May, June, July and August in addition to the traditional year-end Flea Market scheduled for the first weekend in November. It is understood that no race engines will be permitted to start during these Flea Markets; all activities will take place within the confines of the track/pit areas and only automotive-related vendors will be allowed to participate.

**Section 18:** No motorcycle event of any nature or kind will be permitted on any vehicular racetrack within the Town of Lee when said date conflicts or falls upon the same weekend as a National or regional motorcycle race of any nature or kind.

**Section 19:** The invalidity of any other section of these regulations does not affect the validity of any other section of these regulations.

**Section 20:** The Selectmen may waive or alter the provisions of these regulations for due cause shown.

**Section 21:**

A. ~~No racetrack shall be operated in a manner that constitutes a Violation, as defined in Subsection 21. C. below. In furtherance of this objective, all Events shall be monitored in accordance with the procedures provide in Schedule A, "Sound Monitoring Procedures". No vehicle, as defined in Section 1 of this ordinance, shall be operated on the racetrack unless equipped with a muffler that meets or exceeds manufacturers specifications to reduce noise below the 97 db level. Sound levels resulting from any activities at the racetrack operation shall not exceed the established level using the A scale (dBA) and Fast Response setting. Sound levels shall be measured at any racetrack property line. Measurements shall be taken using a properly calibrated sound meter which is mounted 36 inches above the ground on a tripod and pointed directly towards the racing track surface. Any sound measurement that exceeds the established level, regardless of the duration, shall be a violation.~~

B. Any person operating a motor vehicle racetrack shall allow Town officials, or their designated representatives, to conduct from time to time, at said person's expense, such noise level test or readings that may be deemed appropriate and necessary by the Town of Lee Board of Selectmen or their authorized agents.

C. A Violation shall be deemed to have occurred as follows:

- a. Feature Races: A Violation shall be deemed to have occurred if three separate Sound Measurements exceeding 97 db are recorded (as measured in accordance with this ordinance) during a Feature Race. For the avoidance of doubt, Sound Measurements taken during the Heats and Practice Runs that relate to and precede Feature Races during an Event will not be used to determine whether a Violation occurred during that Event.
- b. Special Activities: A Violation shall be deemed to have occurred if three separate Sound Measurements exceeding 97 db are recorded (as measured in accordance with this ordinance) within any consecutive ten-minute period during a Special Activity.

D. Penalties.

- a. Feature Races: During each Race Season and with respect to each Division, the first three (3) Violations resulting from Feature Races will result in warnings only, and no financial penalties will apply. A financial penalty of \$100 will be imposed on the racetrack with respect to the fourth (4<sup>th</sup>) Feature Race Violation and such penalty shall increase by an additional \$100 for each subsequent Violation (e.g., the fifth violation shall result in a \$200 penalty, the sixth violation shall result in a \$300 penalty, etc.).
- b. Special Activities: With respect to any Event involving Special Activities, the first two (2) Violations resulting from Special Activities will result in warnings only, and no financial penalties will apply. A financial penalty of \$100 will be imposed on the racetrack with respect to the third (3rd) Special Activity Violation and such penalty shall increase by an additional \$100 for each subsequent Violation (e.g., the fourth violation shall result in a \$200 penalty, the fifth violation shall result in a \$300 penalty, etc.).
- c. Annual Accumulation of Violations: For the avoidance of doubt, Violations from previous Race Seasons will not carry over into subsequent Race Seasons. Accordingly, at the beginning of each Race Season, the Speedway will be deemed to have no Violations.

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**Section 22:** In addition to any penalties set forth explicitly herein, Any-any violation of this ordinance shall be punishable as set forth in New Hampshire Revised Statutes Annotated 651 and as amended. Upon the Selectmen of the Town of Lee, or their designated representative, shall rest the responsibilities of enforcement of the regulations.

Dated: \_\_\_\_\_

\_\_\_\_\_  
John R. LaCourse, Chairman

\_\_\_\_\_  
W. James Griswold

\_\_\_\_\_  
David Cedarholm

**Town of Lee  
Board of Selectmen**

## SCHEDULE A

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### Sound Monitoring Procedures

The following sound monitoring procedures are specific to the Lee USA Speedway. In the event additional racetrack facilities are developed in the Town of Lee, subject to the selection of a comparable monitoring location for such facility, the same procedures shall apply.

#### Monitoring Location

The monitoring station is located proximate to the Lee USA Speedway property line immediately to the south of the racetrack. Access to the monitoring location is via a footpath that begins on Route 125 immediately south of the chain-link fence marking the Speedway's eastern boundary.

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A 21-foot-long telescoping pole has been set into the ground at the monitoring location. The Meter (as defined below) shall be attached to the top of this telescoping pole prior to full extension. Once the pole has been fully extended (a red line marked on the last telescoping section shall be used to confirm full extension), the Meter will be at an approximate elevation of 21 feet from the ground at this location.

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#### Equipment and Maintenance of Equipment

Sound monitoring will be conducted using a data-logging sound level meter that meets or exceeds the International Electrotechnical Commission's (IEC) 61672 Class 2 standard (the "Meter"). That Meter will be calibrated by an International Standard for Organization (ISO) 17025-certified testing and calibration laboratory (as such standards may be amended or replaced from time to time). Such calibration will be conducted in accordance with the Meter manufacturer's specification and recommendations, no less frequently than once each calendar year.

#### Monitoring Methodology

The Meter shall be powered up and set in place on the monitoring pole, as described above, prior to the start of each Event and shall continue to collect sound data for the duration of the Event. Specifically, the following device settings will be used:

- Measuring Unit: equivalent continuous sound pressure level in dB (L<sub>eq</sub>)
- Frequency Weighting Network: "A" Weighting
- Time Weighting: Fast
- Datalogger Sampling Time Setting Range: Auto 1-second intervals

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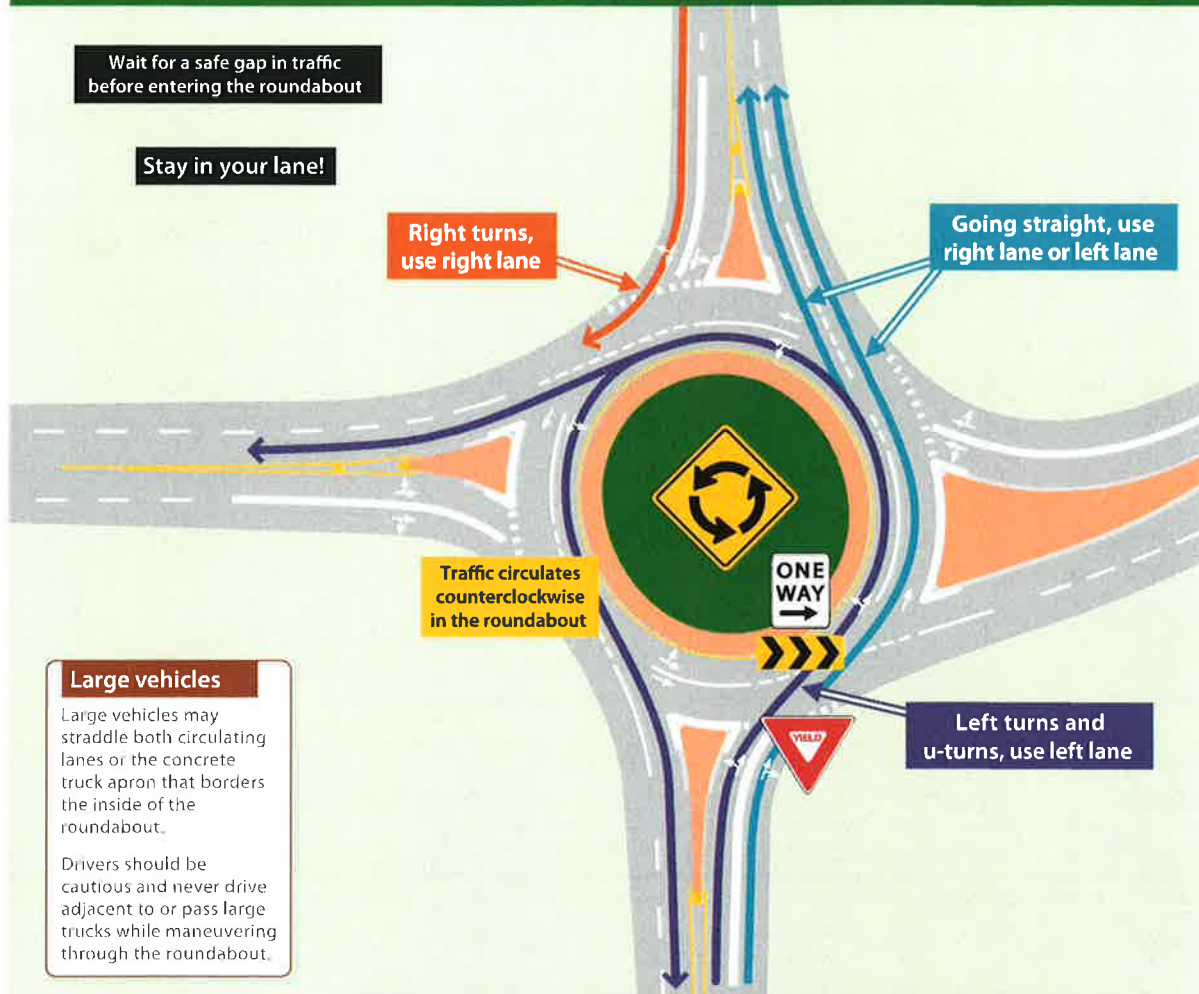
All monitoring data will be captured on a removable SD Card.

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#### Review and Posting of Monitoring Results

The monitoring data will be reviewed by the Chief of Police or the Chief's delegate within two business days of the Event to determine whether any Violations occurred during the Event. The Speedway will be notified in writing within a reasonable period after the relevant Event if any Violations have been identified and whether such Violation results in a warning or the imposition of a fine. Monitoring data will be available in unedited form upon request for review by Lee residents and representatives of the Speedway.

# How to Drive a Multi-Lane Roundabout



### Large vehicles

Large vehicles may straddle both circulating lanes or the concrete truck apron that borders the inside of the roundabout.

Drivers should be cautious and never drive adjacent to or pass large trucks while maneuvering through the roundabout.

## Choose your lane and yield to all traffic inside before entering

### Left turns and U-turns use left lane

When approaching the roundabout, use the left lane.

Yield to **all** traffic in the roundabout.

Enter the roundabout when there is a safe gap in traffic.

**Stay in the left lane.**

Use your right turn signal and exit the roundabout.

### Going straight, use right lane or left lane

When approaching the roundabout, you may be in either lane.

Yield to **all** traffic in the roundabout.

Enter the roundabout when there is a safe gap in traffic.

**Stay in your lane.**

Use your right turn signal and exit the roundabout.

### Right turns

When approaching the roundabout, use the right lane.

Yield to **all** traffic in the roundabout.

Enter the roundabout when there is a safe gap in traffic.

**Stay in the right lane.**

Use your right turn signal and exit the roundabout.

### Emergency vehicles

Always yield to emergency vehicles. Pull over to the right allowing emergency vehicles to pass if you haven't entered the roundabout.

If already in the roundabout, continue to your exit, then pull over to the right lane to allow emergency vehicles to pass.

**Never stop in the roundabout.**





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

Office Use Only

Meeting Date: December 19, 2016

Agenda Item No. 9a

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**12/19/2016**

**Agenda Item Title: Flag Pole at Little River Park**

**Requested By: Scott Bugbee** **12/15/2016**

**Contact Information: sbugbee@leenh.org**

**Presented By: Scott Bugbee, 250th Celebration Committee Representative**

**Description: Request on behalf of the 250th Committee permission from the Board to purchase and install a 25' flag pole at LRP to be located near the Pavilion. Funds to cover this cost to be taken out of the 250th account.**

**Financial Details: TBD**

**Legal Authority NH RSA 41:11-a**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to grant the 250th Committee permission to expend funds out of the 250th account to purchase and install a 25' flag pole at Little River Park to be located near the Pavilion.**



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

Office Use Only

Meeting Date: December 19, 2016

Agenda Item No. 9b

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**12/19/2016**

**Agenda Item Title: United States Flags around Town Center**

**Requested By: Scott Bugbee** **12/15/2016**

**Contact Information: sbugbee@leenh.org**

**Presented By: Scott Bugbee, 250th Celebration Committee Representative**

**Description: Request on behalf of the 250th Committee permission from the Board to purchase and place 18 US flags on utility poles around the Town Center. Funds to cover the initial cost to be taken out of the 250th account. Annual maintenance and future costs shall be covered by the local VFW who has offered to take on this responsibility. Will need to receive permission from utility companies.**

**Financial Details: TBD**

**Legal Authority RSA 41:8**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to grant the 250th Committee permission to expend funds out of the 250th account to purchase and install 18 US flags on utility poles around the Town Center.**

RECEIVED  
 DEC 08 2016  
 TOWN OF LEE, NH  
 SELECTMAN'S OFFICE

AG Architects, PC

634 Central Avenue, Dover, NH 03820

E-Mail aga@agarchitects.com

www.agarchitects.com

Phone 603•743•3700

Fax 603•743•3777



December 01, 2016

Project No: 16704.00

Invoice No: 2702

Ms. Julie Glover  
 Town Administrator  
 Town of Lee  
 7 Mast Road  
 Lee, NH 03861

Project 16704.00 Lee Municipal Facilities Needs Study

**Professional Services from October 01, 2016 to November 30, 2016**

Phase	C00	Pre design				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Existing Facility Reviews	8,000.00	95.00	7,600.00	0.00	7,600.00	
Existing Site Reviews	2,600.00	90.00	2,340.00	0.00	2,340.00	
Program/Outreach(TH, Library, Hist. Soc.)	11,500.00	35.00	4,025.00	0.00	4,025.00	
Site Selection	2,800.00	100.00	2,800.00	0.00	2,800.00	
Conceptual Design(4 Alternative Sites)	15,600.00	0.00	0.00	0.00	0.00	
Estimated Costs(4 Alternative Options)	3,050.00	0.00	0.00	0.00	0.00	
Meetings (12-15 Meetings)	5,250.00	20.00	1,050.00	0.00	1,050.00	
<b>Total Fee</b>	<b>48,800.00</b>		<b>17,815.00</b>	<b>0.00</b>	<b>17,815.00</b>	
<b>Total Fee</b>						<b>17,815.00</b>
<b>Subtotal this Phase</b>						<b>\$17,815.00</b>

Phase	R00	Miscellaneous Reimbursable Expenses				
Reimbursable Expenses						
Travel					101.23	
Photocopies (reports, plans, meeting copies)					284.93	
Oversize Copies					10.35	
CAD/Printing					23.00	
<b>Total Reimbursables</b>					<b>419.51</b>	<b>419.51</b>
<b>Subtotal this Phase</b>						<b>\$419.51</b>
<b>Total this Invoice</b>						<b>\$18,234.51</b>

Thank you for your business!

30 November 2016

Ms. Julie Glover  
Town Administrator  
Town of Lee  
7 Mast Road  
Lee, New Hampshire 03861

AG Architects, PC

634 Central Avenue, Dover, NH 03820

E-Mail [aga@agarchitects.com](mailto:aga@agarchitects.com)

[www.agarchitects.com](http://www.agarchitects.com)

Phone 603•743•3700

Fax 603•743•3777



RE: Lee Municipal Facility Needs and Site Alternatives Analysis  
AG Architects Project No. 16-704  
**Proposal**

Dear Ms. Glover,

We are pleased to be able to continue our relationship with the Town of Lee in order to assist you with preparing a Municipal Facility Needs and Site Alternatives Analysis for the Town's administrative offices (Town Hall and Annex), Library and Historical Society. Our recent meetings throughout October and November with the Facilities Committee/Select Board in which we have discussed the scope of work for the project, established goals, reviewed schedules, discussed the need for a comprehensive solution, and established four alternative town facility options for analysis has been helpful in clarifying the issues and what items need to be resolved. It is clear that resolving the ongoing functional problems and confirming the preferred locations for town facilities are the primary issues, but working with the Facilities Committee/Select Board and the public throughout the process are also important. In order to address these issues, I've prepared the following outline to identify our proposed scope of services. There are five basic tasks to be performed as follows:



1. **Data Collection:**

The first task will be to review prior studies and reports in order to better understand the Town's desires, its facilities, and information previously prepared, and to pull together maps, site plans, building floor plans and other information available concerning the buildings and sites to be evaluated. This information will provide us with the necessary background needed for our analysis.

We review the present organization and operations of each of the Town's Departments and facilities affected by this study, including the Town Hall, Annex, Library, Historical Society and Hobo Shed. This is a data collection phase which is achieved through site visits to the facilities, questionnaires, and analyzing and evaluating the work space. The questionnaire identifies all the departments, what programs are being provided, what are staffing levels, who is being served by each department, what special needs each department may have, and what activities or other departments are important to be adjacent or accessible to. Present staffing levels are confirmed and present needs are identified. This phase is also used to identify existing space utilized by each department. The existing location and square footage is confirmed. The Town Hall Departments included in this Assessment are those located within Town Hall and the Annex, including Selectmen's Office, Town Administrator, Assessing, Building Inspection/Code Enforcement, Town Clerk/Tax Collector, Welfare, and other public spaces. Assessments for the Library and Historical Society will also be completed.



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



An additional component in confirming the needs of the Town Hall, Library and Historical Society is a survey of the public. Identifying concerns from the Public's viewpoint is very useful in developing the Program, identifying public functions desired, and determining preferences concerning location and character. We will develop a survey form with input from the Town staff, Selectmen, Facilities Committee and the public, and the Town will assist with distributing and collecting the survey data. We will then compile the data, analyze and summarize the results.

## 2. Future Projections:

The second task for this analysis is to identify future program, staffing and space needs for each department and the Town. This is accomplished in several ways. The Program Evaluation Forms and interviews prepared in Task 1 are also utilized to look at existing needs not being met as well as to identify possible future programs or needs. A review with each department, board, committee or commission allows us to identify these issues, and to factor this into the space needs. It is important, however, to evaluate these projections in the context of Lee's potential for growth, it's remaining competitive with other communities in the services it provides and the cost for those services, and how projections correlate with the Town's master plan. The recently completed Master Plan 2016-2026 provides population projections for the near future. Our evaluation will include a review of these growth projection for the Town. Population projections for the next 10 to 25 years, future potential for growth of residences, industry and business, and available land for future growth may have an impact on services provided by the Town. A review of this impact is important in evaluating the Town's staffing and space needs projections. The projections for both present and future program, staffing and space needs will be summarized to provide a full comparison for 10 year and 25 year periods with existing conditions.

## 3. Existing Facility and Site Reviews:

Prior to developing design option(s) for the Town facilities and alternative sites, it is important to perform a review of the existing Town facilities, and to visit the alternate sites/buildings being considered. There are two reasons for doing this. The first, related to the buildings, is to identify activities, personnel and space utilized in the building, and the second is



to focus on the condition and constraints of the existing Town facilities and sites. Evaluating the condition for the existing buildings and an analysis of the space available, their capacity to accommodate the projected space needs, their flexibility for changes in layout, and identifying deficiencies that affect delivery of services will help determine the extent of renovations, expansion, or replacement required to accommodate each of the Town's departments. The review of the existing facilities will include a summary of spaces being used by staff and the preferred locations recommended for the space. The potential for meeting the space needs for the Town Hall offices, the Library and the Historical Society will affect the design alternatives, and there may be other factors such as location, visibility, or image that could affect the decision of where and how to locate each of the facilities. The study of existing facilities is not intended to be a comprehensive examination of building systems, since much of this has been done in the last several years. We will utilize prior studies as appropriate, and will focus on identifying visible and known deficiencies.

Concerning the site evaluations, the first task will be to tour the potential sites to look at each property in order to get a sense of size, suitability for use by the Town facilities, conditions of the land, topography, and possible constraints inherent to each. The limitations for expansion potential and parking capacity are reviewed for the sites being considered, and identifying the location of property lines, utilities serving the building including the septic system, parking lot/driveway layout, and confirming topography are all important components for establishing design options. Sites being considered at this time are the current Town Hall/Annex/Library/Historical Society site, the Bricker property, the Bales property (land/field next to the Public Safety Complex), incorporating Town Hall into the Public Safety Complex itself, and incorporating either the adjacent Bannister property or the adjacent church property into the current Town Center.

4. Alternative Site Options:

Our meetings to date have established goals and identified a desire for a comprehensive solution that could be phased over time. As part of the process of evaluating alternative sites and options the Facilities Committee has developed a total of eleven alternative options. These options are based on using the six different sites noted above with different facility options considered for each site. A matrix has been developed that rates each option based on a wide ranging list of evaluation criteria, and then provides a comparative ranking for each option. Based on these rankings and relative costs for the options, the eleven options have been narrowed down to four options for further consideration.

5. Conceptual Plans:

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



The analysis will need to consider the impact on environmental and historic resources, as well as the ability to incorporate alternative energy, Smart Growth and Low Impact Development Design practices. It is not the purpose of this evaluation to develop a final design, but to determine the program needs and the location that will best meet those needs. There are likely to be other considerations that may also affect the analysis, such as community expectations, the image desired for the Town's facilities, and feedback from the Public Survey and Public Hearings. The alternatives are intended to provide a comprehensive review for how to accommodate the present program and space needs, and to factor in considerations for future needs. Estimated costs for each of the alternatives will be developed, and ranking of alternatives based on different factors to be identified will help establish a recommendation for the Town. A public forum for community input, such as a Public Hearings, are proposed to be held to summarize space program recommendations, and to present preliminary design concepts to the Public. Input from the Public will be used to refine design concepts and to reflect community desires where feasible.

The tasks described for a review of space needs and a comparison of alternative sites will be summarized in a report and presented to Town officials for their review and action, first as a draft for comment, and secondly as a final report. I've prepared this proposal to explain the process that we go through in developing a comprehensive space needs assessment and alternatives analysis. In order to accomplish the tasks outlined, the scope of services that I recommend includes the following:

**Assumptions:**

- A roster of departments and present staff will be provided by the Town.
- Existing site plans and building plans will be provided by the Town where available.

**Scope:**

- Confirm organization and operations of Town's departments. Verify Town departments, boards, committees, and commissions that need to be included. The Town Hall, Annex, Library and Historical Society are the main focus of this study.
- Tour potential alternative sites to confirm viability and site constraints.
- Review prior studies prepared for the Town related to these facilities.
- Review existing building and site plans.
- Provide Program Evaluation Forms for departments, boards, committees and commissions to complete.
- Interview department heads and board, commission and committee chairpersons.
- Perform field surveys of existing Town facilities being considered in order to evaluate building condition, structural issues, and space available.
- Provide a summary of existing departments and facilities, including staffing and space requirements. A Program of Spaces will be prepared for the Town Hall, Library and Historical Society.
- Present the alternative options and the Program of Spaces to the Public at a Public Hearing in order to hear concerns and receive input. Adjust the options as necessary based on Public input.
- Prepare a survey for the Public to provide input on the perceived needs for Town facilities. The Town will distribute the survey and receive responses, and we will compile and analyze the results.
- Develop projections with the Town for Town departments and facilities.
- Prepare alternative concepts for the four options being considered for Town facilities. Confirm space available and space required.
- Identify advantages and disadvantages for each alternate concept, and establish rating criteria, including environmental issues.
- Develop preliminary estimates of construction cost for the four alternative concept designs.
- Present preliminary design concepts to the Public at a Public Hearing in order to hear concerns and

- receive input. Adjust design plans as necessary based on Public input.
- Provide a report to the Town of Lee summarizing recommendations.
- Present recommendations to Town officials.

**Additional Services:**

- Providing surveys or CAD site plans of alternative sites.
- Preparing CAD plans for existing facilities, including Town Hall, Annex, Library, Historical Society, Public Safety Complex, or other facilities.
- Preparing perspective sketches or elevations for the Town facilities.
- Developing detailed architectural and engineering design solutions as part of a full design process.
- Developing office and furniture layouts within Department spaces. This would be completed in future design phases.
- Preparing site engineering documents for the existing or proposed facilities.
- Providing geotechnical analysis or site borings.

I've prepared this proposal to identify the scope of our services, which is intended to provide a Space Needs Assessment focused on present Town facilities including Town Hall, the Annex, the Library and the Historical Society. Develop an analysis of the four selected alternative design options for the Town facilities. Concept site and floor plans will be developed to identify proposed solutions, and an estimate of costs will be prepared for each concept. The work has commenced based on previous verbal discussions and will be confirmed with your authorization of this proposal. The schedule is being refined based on our discussions, and work is anticipated to extend into the Spring of 2017. The professional fee for the scope of services discussed above and as further defined by the attached contract shall be as follows:

Existing Facility Reviews		
Architectural		\$ 2,400.00
Civil		\$ 1,400.00
Structural		\$ 1,800.00
Mechanical, Electrical		<u>\$ 2,400.00</u>
		\$ 8,000.00
Existing Site Reviews		
Architectural		\$ 1,200.00
Civil		<u>\$ 1,400.00</u>
		\$ 2,600.00
Programming/Outreach (Town Hall, Library and Historical Society; includes Data Collection, Public Survey, Questionnaires, Staff Interviews, Adjacency Requirements, Flow Analysis, Projections, Program Summary)		
Architectural		\$11,500.00
Site Selection		
Architectural		\$ 2,800.00
Conceptual Designs (4 Options: Plans, Site Concepts, Recommendations, Report)		
Architectural		\$14,000.00
Civil		<u>\$ 1,600.00</u>
		\$ 15,600.00



Estimates of Project Cost (4 Options)		
	Architectural	\$ 2,200.00
	Civil	<u>\$ 850.00</u>
		\$ 3,050.00
Meetings		
	Facilities Committee/Select Board (12-15 Meetings)	\$ 4,200.00
	Public Hearings (3 Meetings)	<u>\$ 1,050.00</u>
		\$ 5,250.00
<b>Total</b>		<b>\$48,800.00</b>
Reimbursables		\$ 2,500.00-\$3,000.00 Est.
Option 1: Existing Facilities CAD Plans for Town Hall, Annex, Library, Historical Society, Hobo Shed		\$5,200.00

The fees noted above are based upon a review of the amount of work required and the time necessary for preparing this analysis. The fees include architectural design by AG Architects, civil review by Norway Plains Associates, structural review by JSN Associates, and mechanical, electrical, plumbing review by Bennett Engineering.

Additional authorized work would be completed at our standard billing rates of \$155.00 per hour for a principal, \$95.00 per hour for technical staff, and \$50.00 per hour for secretarial support. Other standard terms for our work include payments of monthly invoices made within thirty (30) days of the date of the invoice. Late payments shall bear interest at the rate of 1.5 percent per month which is an annual rate of 18%. Reimbursable expenses including travel, printing and copying costs, CAD material costs, postage, and photographic costs are in addition to the fee noted and are billable at a rate of 1.15 times the amount expended.

I have attached a copy of the AIA B102 Standard Form of Agreement between Owner and Architect without a Predefined Scope of Architect's Services for your review and approval. Please review, sign, and return one copy of this letter and agreement to authorize the work described. We at AG Architects are very pleased to provide you with this proposal for the municipal facility needs and site alternatives analysis, and look forward to continuing our work with you, the Selectmen, the Facilities Committee and the Town citizens. Should you have any questions or concerns, please give me a call.

Sincerely,   
 Art Guadano, AIA, LEED AP BD+C

Attachment: AIA Document B102  
 AIA Document E201

Authorized by:

\_\_\_\_\_  
 Signature Date

Option 1 (Existing Facility CAD Plans) Authorized by:

\_\_\_\_\_  
 Signature Date

 **AIA**® Document B102™ – 2007

**Standard Form of Agreement Between Owner and Architect** without a Predefined Scope of Architect's Services

AGREEMENT made as of the **Thirtieth** day of **November**  
in the year **Two Thousand Sixteen**  
*(In words, indicate day, month and year)*

BETWEEN the Owner:  
*(Name, address and other information)*

**Town of Lee**  
**7 Mast Road**  
**Lee, New Hampshire 03861**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, address and other information)*

**AG Architects, PC**  
**634 Central Avenue**  
**Dover, New Hampshire 03820**

for the following Project:  
*(Name, location and detailed description)*

**Prepare a Municipal Facility Needs and Site Alternatives Analysis for Town Departments, including Town Hall (and Annex), Library and Historical Society, located at the Lee Town Center as described in the attached letter, dated 30 November 20±6.**

The Owner and Architect agree as follows:

Init.

## TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

**Services to be provided are as described in the attached letter, dated 30 November 2016.**

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability **\$1,000,000 Each Occurrence, \$2,000,000 Aggregate**
- .2 Automobile Liability **Included**
- .3 Workers' Compensation **\$500,000**
- .4 Professional Liability **\$250,000 per claim, \$500,000 Aggregate**

### ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's

objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 2.2** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 2.3** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

**§ 2.4** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 2.5** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

### **ARTICLE 3 COPYRIGHTS AND LICENSES**

**§ 3.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 3.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 3.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

**§ 3.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

**§ 3.4** Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 4 CLAIMS AND DISPUTES

### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

### § 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

### § 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation

shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

#### ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

**All fees noted in attached letter dated 30 November 2016 are a stipulated sum, while reimbursable expenses are estimated costs only.**

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.1 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of **fifteen** percent ( **15** %) of the expenses incurred.

#### § 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

**The Licensing Fee shall be Five Thousand Dollars (\$5,000.00)**

#### § 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of **Zero** Dollars (\$ **0.00** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** ( **30** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

**1.5 percent per month which is an annual percentage rate of 18%.**

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.



**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

See attached Article 8.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201–2007, Digital Data Protocol Exhibit, ~~if completed, or the following:~~
  
- .3 Other documents:  
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

See attached letter dated 30 November 2016.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
*(Printed name and title)*

**Art Guadano, President**  
\_\_\_\_\_  
*(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

Article 8  
Other Conditions or Services

8.1 Scope:

The letter dated 30 November 2016 describing the Scope of Services shall be attached to this Agreement and shall become a part of this Agreement.

8.2 Limitations of Liability:

For any damage or costs resulting from errors, omissions, or other professional negligence in the performance of our services under this Agreement, AG Architect's liability to all claimants for all projects will be limited to a single aggregate sum of \$250,000.00. If additional insurance is required it may be obtained for your specific project at an additional cost.

8.3 Personal Liability:

The Client shall bring no claims or actions of any kind against the individual employees, directors, officers or agents of the Architect or their consultants or for any other entity for whom they are liable. Nothing contained under this Agreement shall be construed as creating any personal liability on the part of any employee, director, officer or agent of the Architect or their consultants or any entity for whom they are liable.

8.4 Hazardous Waste and Pollution:

Our professional liability insurance excludes hazardous waste, as defined by the EPA, in all its forms. It also excludes air, water, and soil pollution. By entering into this contract it is agreed that you will hold us harmless from any liability that may result from our incorporating work involved with hazardous waste or possibly pollution materials such as oil storage tanks, gasoline dispensing, asbestos products, laboratory fume exhausts, materials that contribute to indoor air pollution, etc.

8.5 Records Retention:

We will generally retain record copies of plans and specifications for a period of 8 years following the date of this proposal during which period copies of the documents will be made for the client, at the client's request and expense.

 **AIA**® Document E201™ – 2007

***Digital Data Protocol Exhibit***

This Exhibit is incorporated into the accompanying agreement (the “Agreement”) dated the  
**Thirtieth** day of **November**  
in the year **Two Thousand Sixteen**  
*(In words, indicate day, month and year.)*

**BETWEEN:**

*(Name, address and contact information, including electronic addresses)*

**Town of Lee  
7 Mast Road  
Lee, New Hampshire 03861**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**AND:**

*(Name, address and contact information, including electronic addresses)*

**AG Architects, PC  
634 Central Avenue  
Dover, New Hampshire 03820**

For the following Project:

*(Name and location or address)*

**Prepare a Municipal Facilities Needs and site Alternatives Analysis for Town Departments, including Town Hall (and Amex), Library and Historical Society, located at the Lee Town Center site as described in the attached letter, dated 30 November 2016.**

## TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	TRANSMISSION OF DIGITAL DATA
3	PROJECT PROTOCOL TABLE

### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

### § 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as “Confidential” or “Business Proprietary.”

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, “written” or “in writing” shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

### ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party’s use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party’s modification to, or unlicensed use of, the Digital Data.

**ARTICLE 3 PROJECT PROTOCOL TABLE**

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
3.1.1 Project Agreements and Modifications	PDF	O, A	EMA	A, O	R	!
3.1.2 Project communications						
General communications	W, PDF	O, A	EM	A, O	M	
Meeting notices	PDF	O, A	EMA	A, O	M	
Agendas	PDF	O, A	EMA	A, O	M	
Minutes	PDF	O, A	EMA	A, O	R	
Requests for information	PDF	O, A	EM, EMA	A, O	I	
Other:						
3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	EMA, FTP	O	R	
Design Development Documents	NA					
Construction Documents	NA					
3.1.4 Architect's Drawings and Specifications	NA					
Contract Documents						
Drawings						
Specifications						
Other:						
3.1.5 Contractor's submittals	NA					
Product data						
Submitted by Contractor						
Returned by Architect						
Shop drawings						
Submitted by Contractor						
Returned by Architect						
Other submittals:						
3.1.6 Subcontractor's submittals	NA					
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
3.1.7 Modifications	NA					
Architect's Supplemental Instructions						
Requests for proposal						
Proposal						
Modification communications						
3.1.8 Project payment documents	NA					
3.1.9 Notices and Claims	PDF	O, A	EMA	A, O	R	!
Other:						
3.1.10 Closeout documents	NA					
Record documents						

### §3.2 PROJECT PROTOCOL TABLE DEFINITIONS

*(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)*

#### **Data Format:**

*(Provide required data format, including software version.)*

W .doc, Microsoft® Word 2002

#### **Transmitting Party:**

O Owner  
A Architect  
C Contractor

#### **Transmission Method:**

EM Via e-mail  
EMA As an attachment to an e-mail transmission  
CD Delivered via Compact Disk  
PS Posted to Project Web site  
FTP FTP transfer to receiving FTP server

#### **Receiving Party:**

O Owner  
A Architect  
C Contractor

#### **Permitted Uses:**

*(Receiving Party's permitted use(s) of Digital Data)*

S Store and view only  
R Reproduce and distribute  
I Integrate (incorporate additional digital data without modifying data received)  
M Modify as required to fulfill obligations for the Project

#### **Notes:**

*(List by number shown on table.)*

1. Original copies of Project Agreements and Modifications, or Notices and Claims shall be provided as hard copies.

## **Town of Lee Draft Cell Phone Policy**

Employees who are required to have a cell phone for the benefit of communications on behalf of the Town and in furtherance of their job responsibilities as authorized by the Department Manager or Town Administrator shall be provided with a stipend of thirty dollars (\$30.00) per month in lieu of a Town telephone device. Generally, this will be provided if the job function of the employee requires considerable time outside of his/her assigned office or work area and it is important to the Town that s/he is accessible during those times.

Employees who currently have a Town-provided cell phone are not eligible for this reimbursement.

However, this does not authorize non-exempt employees from utilizing a cell phone for Town business after regular business hours to the extent that it will create an overtime pay situation. Non-exempt employees are to be contacted via cell phone (calls, emails or texts) only for a bona-fide emergency and/or urgent Town-related business that cannot wait until the next business day.

Texting as a form of communication is discouraged, as messages would be difficult to access in response to a 91-A (Right-to-Know) request.

Under no circumstance shall an employee use a device while operating a motor vehicle or equipment while on Town related business.

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** December 13, 2016

**RE:** Heather Michaud  
26 Grove Street  
Gloucester, MA 01930

**Property Tax Map 26 Lot 2-C09**  
**Address: C09 Wadleigh Campground**

**Tax Year: 2016**  
**Assessment: \$7,500**

---

The subject is a camper on a rented site. Abatement of applicable accrued interest/penalty is requested by owner as previous tax bills never reached her for payment. As such it is recommended that an abatement in the amount of \$5.60 plus any additional accrued interest, be granted.

Abatement Granted

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

Abatement Denied

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

Dated \_\_\_\_\_



**TOWN OF LEE**  
**Total Due for MICHAUD, HEATHER**

Interest as of 11/28/2016  
 Includes Only Unpaid Invoices

Current Owner	Warrant	PID	Location	Per Diem	Principal	Int/Pen	Amount Due
MICHAUD, HEATHER	2016P01019301	000026	000002 000C09 C09 WADLEIGH	\$ 0.0018	\$ 5.60	\$ 0.03	\$5.63
<b>Totals :</b>				<b>\$ 0.0018</b>	<b>\$ 5.60</b>	<b>\$ 0.03</b>	<b>\$5.63</b>

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** December 13, 2016

**RE:** Tyler Thurston  
70 Grove Street  
Dover, NH 03820

**Property Tax Map 31 Lot 4-259**  
**Address: 53 Wellington Campground**

**Tax Year: 2016**  
**Assessment: \$2,500**

---

The subject was a camper on rented land. Abatement is requested as camper was removed. As this is the case, it is recommended that an abatement in the amount of \$73 plus any applicable interest/penalties/fees be granted.

Abatement Granted

Abatement Denied

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

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

Dated \_\_\_\_\_

**TOWN OF LEE**  
**Total Due for THURSTON TYLER**

Interest as of 11/28/2016

Includes Only Unpaid Invoices

Current Owner	Warrant	PID	Location	Per Diem	Principal	Int/Pen	Amount Due
THURSTON TYLER	2016P02028604	000031 000004 000259	L53 WELLINGTON	\$ 0.0108	\$ 33.00	\$0.00	\$33.00
THURSTON TYLER	2016P01028606	000031 000004 000259	L53 WELLINGTON	\$ 0.0132	\$ 40.00	\$1.97	\$41.97
<b>Totals :</b>				<b>\$ 0.0240</b>	<b>\$ 73.00</b>	<b>\$1.97</b>	<b>\$74.97</b>

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** December 13, 2016

**RE:** Mike Rutlidge  
Amy Cunningham  
170 Rt. 27 Apt. 7A  
Raymond, NH 03077

**Property Tax Map** 31 Lot 4-245  
**Address:** 45 Wellington Campground

**Tax Year:** 2013 TO 2016  
**Assessment:** \$4,900

---

The subject was a camper on rented land. Abatement is requested as camper was removed. As this is the case, it is recommended that an abatement for all owed taxes in the amount of \$463.35 plus any applicable interest/penalties/fees be granted.

Please note abatement recommendation is to reconcile tax billing system.

Abatement Granted

Abatement Denied

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

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

Dated \_\_\_\_\_

**TOWN OF LEE**  
**Total Due for RUTLIDGE, MIKE**

Interest as of 11/28/2016

Includes Only Unpaid Invoices

Current Owner	Warrant	PID	Location	Per Diem	Principal	Int/Pen	Amount Due
RUTLIDGE, MIKE	2016P02024907	000031 000004 000245	L45 WELLINGTON	\$ 0.0224	\$ 68.00	\$0.00	\$68.00
RUTLIDGE, MIKE	2016P01025007	000031 000004 000245	L45 WELLINGTON	\$ 0.0247	\$ 75.00	\$3.70	\$78.70
RUTLIDGE, MIKE	2015P02025103	000031 000004 000245	L45 WELLINGTON	\$ 0.0240	\$ 73.00	\$8.64	\$81.64
RUTLIDGE, MIKE	2015P01024707	000031 000004 000245	L45 WELLINGTON	\$ 0.0250	\$ 76.00	\$12.89	\$88.89
RUTLIDGE, MIKE	2014P02024504	000031 000004 000245	L45 WELLINGTON	\$ 0.0256	\$ 78.00	\$17.95	\$95.95
RUTLIDGE, MIKE	2014P01024005	000031 000004 000245	L45 WELLINGTON	\$ 0.0240	\$ 73.00	\$21.12	\$94.12
RUTLIDGE, MIKE	2013L01000075	000031 000004 000245	L45 WELLINGTON	\$ 0.0100	\$ 20.35	\$6.28	\$26.63
<b>Totals :</b>				<b>\$ 0.1557</b>	<b>\$ 463.35</b>	<b>\$70.58</b>	<b>\$533.93</b>

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** December 13, 2016

**RE:** Donna Fleury  
5 Pinto Lane  
Londonderry, NH 03053

**Property Tax Map 31 Lot 4-204**  
**Address: 04 Wellington Campground**

**Tax Year: 2016**  
**Assessment: \$2,300**

---

The subject was a camper on rented land. Abatement is requested as camper was removed. As this is the case, it is recommended that an abatement in the amount of \$67 plus any applicable interest/penalties/fees be granted.

Please note abatement recommendation is reconcile tax billing system.

Abatement Granted

Abatement Denied

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

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

Dated \_\_\_\_\_

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** December 13, 2016

**RE:** Donna Fleury  
5 Pinto Lane  
Londonderry, NH 03053

**Property Tax Map** 31 Lot 4-204  
**Address:** 04 Wellington Campground

**Tax Year:** 2015  
**Assessment:** \$2,700

---

The subject was a camper on rented land. Abatement is requested as camper was removed. As this is the case, it is recommended that an abatement in the amount of \$79 plus any applicable interest/penalties/fees be granted.

Please note abatement recommendation is to reconcile tax billing system.

Abatement Granted

Abatement Denied

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

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

Dated \_\_\_\_\_

**TOWN OF LEE**  
**Total Due for FLEURY, DONNA**

Interest as of 11/28/2016

Includes Only Unpaid Invoices

Current Owner	Warrant	PID	Location	Per Diem	Principal	Int/Pen	Amount Due
FLEURY, DONNA	2016P02009207	000031 000004 000204	L04 WELLINGTON	\$ 0.0089	\$ 27.00	\$0.00	\$27.00
FLEURY, DONNA	2016P01009104	000031 000004 000204	L04 WELLINGTON	\$ 0.0132	\$ 40.00	\$1.97	\$41.97
FLEURY, DONNA	2015P02009804	000031 000004 000204	L04 WELLINGTON	\$ 0.0128	\$ 39.00	\$4.62	\$43.62
FLEURY, DONNA	2015P01009806	000031 000004 000204	L04 WELLINGTON	\$ 0.0132	\$ 40.00	\$6.79	\$46.79
<b>Totals :</b>				<b>\$ 0.0481</b>	<b>\$ 146.00</b>	<b>\$13.38</b>	<b>\$159.38</b>



To: **JOSEPH BASSETT** of New Ipswich, NH in the **County of Hillsborough:**

Whereas, there is a vacancy in the office of the **AD HOC RACE TRACK 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 March 2017.

Given under our hands, this 19<sup>th</sup> day of December, 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 **AD HOC RACE TRACK 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 **JOSEPH BASSETT** 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: JOSEPH BASSETT

Address: 112 GREENBRIAR ROAD Phone/Cell: 978-580-7962

New Ipswich, NH 03071

# of Years as a Resident: 3 YEARS

Email address: joebassett@leeusaspeedway.com

Full Membership (\_\_\_ year term) position applying for: Ad Hock Committee

Term will expire on the following date: \_\_\_\_\_

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: \_\_\_\_\_

GENERAL MANAGER OF LEE USA SPEEDWAY

WORKED FOR THE TRACK FOR 10 YEARS & ATTENDED MOST OF THE TOWN MEETINGS.

30 PLUS YEARS OF INVOLVEMENT IN RACING

20 YEARS AS A FIRE FIGHTER; SERVING 10 YEARS AS CAPTIAN, ALSO SERVED AS TRAINING OFFICER AND MAINTENCE OFFICER HELPING TO PREPARE AND PRESENT BUDGETS. ALSO WAS ON APPARATIS

SPECIFICATION COMMITTEES.

GREW UP IN A TOWN LIKE LEE AND WAS ACTIVE IN THE TOWN.

JOSEPH BASSETT

12/13/2016

Signature GENERAL MANAGER  
LEE USA SPEEDWAY

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.



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

December 8, 2016

Sharon Meeker  
203 Wadleigh Falls Rd  
Lee, New Hampshire 03861

Re: Appointment to the Lamprey Rivers Local Advisory Committee

Dear <sup>Sharon</sup> Ms. Meeker:

I am pleased to inform you that you have been reappointed to the Lamprey Rivers Local Advisory Committee for an additional three-year term. Your term began on December 3, 2016 and will end on December 3, 2019. We have been fortunate over the years to benefit from your willingness to serve and are grateful for the considerable investment of your time, energy, and ideas.

I think I can speak for both the New Hampshire Department of Environmental Services (NHDES) and the local river advisory committee when I say that we look forward to your continued involvement with the committee and your enduring commitment to the river and its many resource values.

Please contact Tracie Sales, Rivers and Lakes Programs Manager, at 271-2959 if we can provide any additional assistance to you or to the committee. The long-term success of the Rivers Program is dependent on the continued cooperative relationship of the local river advisory committee and NHDES.

*Thank you for  
continuing your  
extraordinary  
longevity of service!*

Sincerely,

Thomas S. Burack  
Commissioner

cc: Lee Select Board  
Richard Snow, Chair, Lamprey Rivers LAC  
Cynthia Copeland, Executive Director, Strafford Regional Planning Commission  
Tracie Sales, Rivers & Lakes Programs Manager, NHDES