

SELECT BOARD MEETING AGENDA

DATE: Monday, July 17, 2017 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
4. Judy MacDonald, Lee USA Speedway – Request Permission to Hold Non-Automotive Flea Markets
5. Caren Rossi, Planning and Zoning Administrator – Planning and Zoning Update
Update the Board on Planning and Zoning issues.
6. Tom Dronsfield, Police Chief – NH Office of Highway Safety Grant
Request permission from the Select Board to accept a grant from the Office of Highway Safety in the amount of \$2000 to purchase two new Mobile Data Terminal Equipment devices for the cruisers.
7. Paul Gasowski, Sustainability Committee Rep – Letter to Governor Sununu
Request permission to send a letter to Governor Sununu on behalf of the Town of Lee recommending that NH continue to abide by the Paris Climate Agreement.
8. Julie Glover, Town Administration
 - a. Lee Circle Water Update
 - b. FY19 Budget Process
 - c. Miscellaneous
9. Motion to accept the Consent Agenda as presented:

SIGNATURES REQUIRED

Abatement
SMPO Technical Advisory Committee Appointees

INFORMATION ONLY

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

10. Motion to accept the Non Public Meeting Minutes from June 26, 2017.
11. Motion to accept the Public Meeting Minutes from July 3, 2017.
12. Motion to accept Manifest #27 and #1 and Weeks Payroll Ending July 2nd and July 16th, 2017.
13. Motion to enter into Non-Public Session–NH RSA 91-A:3II (a) Personnel Roll Call Vote required
14. Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.
15. Miscellaneous/Unfinished Business
16. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on July 14, 2017

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.



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

Office Use Only

Meeting Date: 7/17/2017

Agenda Item No. 4

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
7/13/2017**

Agenda Item Title: Non-Automotive Flea Markets

Requested By: 1st Strafford Realty aka Lee USA Speedway

Date: 7/13/2017

Contact Information: 978-462-4252

Presented By: Judy MacDonald

Description: Request that non-automotive flea markets be held on any Friday, Saturday, and/or Sunday May 1 through November 31. A variance to extend these dates and times will also will also need to be granted by the Zoning Board.

Financial Details: n/a

Legal Authority: NH RSA 31:41-a; Section 17 Lee Racetrack Ordinance; 2006 Zoning Variance

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

REQUESTED ACTION OR RECOMMENDATIONS:

Move to grant permission to 1st Strafford Realty Trust to conduct non-automotive related flea markets at the Lee USA Speedway May 1st through November 31st on any Friday, Saturday and/or Sunday in that time period; except that this must also be granted by the Lee Zoning Board.

**TOWN OF LEE, NEW HAMPSHIRE
ZONING BOARD OF ADJUSTMENT
NOTICE OF DECISION**

Case No. Z0607-04

You are hereby notified that the request of First Strafford Realty Trust for a Variance to the terms of Article XXIII Section A, of the 2006 Town of Lee Zoning Ordinance has been GRANTED for the reasons given in the following resolution passed by a majority of the appointed members of the Zoning Board of Adjustment:

RESOLVED

Whereas there **will not** be a diminution in value of the surrounding properties as a result of the granting of this variance and;

Whereas the granting of this variance **will** be of benefit to the public interest and;

Whereas the denial of the request **will** result in unnecessary hardship to the owner seeking it. Hardship in this connection does not mean the personal financial hardship to the owner, but means the land, building or structure if required to be constructed or used literally in accordance with the provisions of the ordinance produces an unnecessary hardship to the owner, whoever he/she might be and;

Whereas by granting this variance substantial justice **will** be done and;

Whereas the use contemplated by petitioner as a result of obtaining this variance **will not** be contrary to the spirit of the ordinance and;

Therefore be it resolved that the application request of First Strafford Realty Trust, Judy Macdonald, Trustee (Lee USA Speedway), for a Variance to Article XXIII, Section 3, Non Conforming Uses. The applicant requests to have regular Flea Markets from April thru November. The property is located on Calef Highway known as Lee Tax Map #18-02-0000. Be granted with the following conditions:

- 1.) **The public address system is to be used for emergencies only. No music or advertising is allowed over the public address system.**
- 2.) **The flea markets are to be held one (1) day per month for four (4) months, months being the months of May thru August, for a total of four (4) days, and two (2) days in the month of November. As specified in the Racetrack Ordinance dated March 11, 1998.**
- 3.) **Any public safety issues to be at the descretion of the Fire Chief and the Police Chief and paid for by the operators/owners of the facility.**



Chairman, Board of Adjustment

Date: 16 Nov 08

NOTE: Application for rehearing on the above determination may be taken within 30 days of said determination by any party to the action or person affected thereby according to NH RSA, Chapter 677:4

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, as amended by Warrant Article 6 of the March 14, 2017 Election, the following regulations are adopted with respect to regulation of motor vehicle racetracks within the Town of Lee.

Section 1: Definitions:

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 that are held on the same calendar day which may include, but not be limited to: Practice Runs; Heats; Feature Races; and Special Activities; except that Test & Tune and activities that are allowed under Section 17 of this Ordinance shall not be counted towards determining the maximum allowable number of Events under Section 4 of this Ordinance.

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.

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.

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 applicant’s 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 licensee 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".

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 (4th) 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.

Section 22: In addition to any penalties set forth explicitly herein, 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: 3/18/2017


John R. LaCourse, Chairman


Scott Bugbee


Cary Brown

**Town of Lee
Board of Selectmen**

SCHEDULE A

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.

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.

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. All monitoring data will be captured on a removable SD Card. Specifically, the following device settings will be used:

- Measuring Unit: equivalent continuous sound pressure level in dB (L_{eq})
- Frequency Weighting Network: "A" Weighting
- Time Weighting: Fast
- Datalogger Sampling Time Setting Range: Auto 1-second intervals

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.



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

Office Use Only

Meeting Date:

Agenda Item No.

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

7/12/2017

Agenda Item Title: Grant Acceptance

Requested By: Chief Tom Dronsfield Date: 7/12/2017

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

Presented By: Chief Tom Dronsfield

Description: Advise Board that we are being awarded an Office of Highway Safety Grant to purchase 2 Mobile Data Terminals (Cruiser Laptops) and obtain permission/signatures to move forward.

Financial Details: 2 Panasonic Toughbook Laptops @ \$4000.00, \$2,000.00 to be Grant Funded. The remaining \$2,000.00 to come from the PD operating budget.

Legal Authority: NH RSA 31:95-b

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

REQUESTED ACTION OR RECOMMENDATIONS:

Move to accept the Office of Highway Safety Grant for the purchase of two (2) Mobile Data Terminals, total amount of the project is \$4,000, with \$2,000 being provided through the Grant and the balance of \$2,000 to be funded through the Police Department Operating Budget. Once received, the grant funds shall be applied to the purchase of the equipment.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby

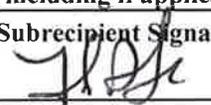
Mutually agree as follows:

GENERAL PROVISIONS

Project Title: Lee MDT Equipment

Project #: 310-17A-089

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Second Floor Concord, NH 03305	
1.3. Subrecipient Name Lee Police Department		1.4. Subrecipient Address 20 George Bennett Road Lee, NH 03861	
Chief's Email Address: <u>tdronsfield@leenhpolice.org</u>		Grant Contact Email: <u>restee@leenhpolice.org</u>	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town		1.4.2 DUNS 103942798	
1.5. Subrecipient Phone # 659-5866	1.6. Effective Date 06/01/17	1.7. Completion Date 09/30/17	1.8. Grant Limitation \$2,000.00
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 271-2197	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Thomas Dronsfield Chief of Police	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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

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

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Date

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1

17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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EXHIBIT A

Scope of Services

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$2,000.00 for MDT Equipment, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement.

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expenses					
c. Equipment	\$4,000.00	\$2,000.00	\$2,000.00		
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)	\$4,000.00	\$2,000.00	\$2,000.00		

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within 20 days of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.
4. Funding for this Mobile Data Terminal Equipment is contingent upon the law enforcement agencies agreement to connect to the State of New Hampshire e-crash /and e-ticket Records Management System and use the latest version of certified software to exchange information on the uniform crash form and motor vehicle citations form. Presently, the majority of New Hampshire law enforcement agencies submit manual citations and crash reports to the State.

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With the use of this equipment, enforcement agencies shall be able to complement the electronic applications already built and use this software and equipment on the road to not only help submit reports to the state electronically but to also document motor vehicle activity efficiently. This equipment shall also enable the state to have more accurate and timely data submitted, as well as, have access to this data to identify areas where enforcement efforts need to be deployed, helping to decrease traffic crashes, save lives, and reduce the potential for injury.

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	
b. Current Expenses	
c. Equipment	\$2,000.00
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	\$2,000.00

Project Cost is 50% Federal Funds, 50% Applicant Share
Awarding Agency: Office of Highway Safety (OHS)
Project Title & Number: Lee MDT Equipment #310-17A-089
PSP & Task #: 17-04 M3DA 14
Award Title & #: Highway Safety Grant # 405c Funds
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Hard Match: \$2,000.00

2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$2,000.00.

- b. At least quarterly, the Subrecipient shall submit the Reimbursement form (HS-20) and activity reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for

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Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 50% federal match for the total amount of the project.

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

d. The quarterly submission due dates are as follows:

January 15th for October-December (Quarter 1)

April 15th for January-March (Quarter 2)

July 15th for April-June (Quarter 3)

October 15th for July-September (Quarter 4)

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

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

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

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

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EXHIBIT C

Special Provisions

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

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

- Subrecipients agree to comply with all applicable elements of NHTSA **Highway Safety Grant Funding Policy** dated July, 2007 and found at the following Web link.: http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 49 CFR Part 18 - the **Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments** as promulgated by the U.S. Department of Transportation (also known as the DOT Common Rule). This document is found at the following Web link <http://www.gpo.gov/fdsys/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf>.
- Subrecipients agree to comply with all applicable SAFETEA-LU and MAP-21 basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Manl_Contents1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

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

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

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

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

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

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

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

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

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

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

- **Certification Regarding Debarment and Suspension:**

Instructions for Primary Certification

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

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

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

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

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

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

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

Instructions for Lower Tier Certification

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

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clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

Office of Management and Budget Grant Conditions:

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

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

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

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

- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21): http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.
 - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122): http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

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

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

Authorized Contract Signatory: _____

Date: _____

DRAFT 7/13/17

July 13, 2017

The Honorable Chris T. Sununu
Governor of the State of New Hampshire
Office of the Governor
State House
107 North Main Street
Concord, NH 03301

Dear Governor Sununu,

At its meeting on June 13, 2017, the Lee Sustainability Advisory Committee, a duly authorized advisory committee to the Select Board of the Town of Lee, NH, passed a motion to recommend that New Hampshire should continue to abide by the Paris Climate Agreement, despite President Trump's declared withdrawal. We urge you to reverse your recent decision to uphold President Trump's decision and have New Hampshire join the U.S. Climate Alliance, along with the New England states of Massachusetts, Vermont, Connecticut and Rhode Island.

The Paris Climate Agreement represents a landmark effort to honor the science of climate change and adopt global standards to mitigate human impact on the environment. Our committee's Vision Statement clearly states our belief in the importance of responsible stewardship in the relationship between humans and all living systems.

"We envision a sustainable Lee where people live in a comfortable balance with natural systems and with each other in the present and long into the future. A sustainable Lee has a vibrant ecological, social and economic health; its citizens enjoy a high quality of life with sufficient economic, food, energy and human resources to live well." Adopted by the Lee Sustainability Committee on November 9, 2016.

Historically, New Hampshire's cultural, environmental and economic identity is centered on this very notion of stewardship. This moment represents an opportunity for us to uphold the New Hampshire tradition and to join the worldwide 'community' of nations, states, municipalities and individuals in support of the Paris Climate Agreement. We are confident, Governor Sununu, that you will weigh carefully that our state's and our country's continued success requires embracing the scientific method as the best way to separate fact from fiction.

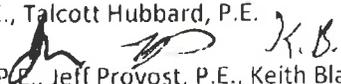
New Hampshire has a proud tradition of centrist bipartisanship, despite deep polarization in the rest of the country. We sincerely hope you can look beyond the partisan arguments to the broad scientific consensus and have New Hampshire join most of New England and the rest of the world by entering the U.S. Climate Alliance.

In closing, we have attached our Vision and Mission Statements for your review. Thank you very much for considering the views of our committee.

Very truly yours,

Names of Committee Members
Lee Sustainability Committee

M E M O R A N D U M

TO: Gary Lynn, P.E., Talcott Hubbard, P.E. 

FROM: Jeff McClure, P.E., Jeff Provost, P.E., Keith Black

DATE: June 20, 2017

SUBJECT: Town of Lee – Traffic Circle Water Main Extension
Durham/UNH Model Development and Lee Water System Evaluation
Mobil 13052 – DES No. 199203034

DRAFT REPORT

The purpose of this task was to build a hydraulic model of the existing Durham/UNH water system using existing GIS water system data. After building the base model, we added the proposed Lee Traffic Circle water main extension and Lee Commercial District water main extension to the model to evaluate the impact that the proposed water system in Lee would have on the Durham/UNH water system. Refer to Figure 1 for a display of the limits of each proposed water main extension. The following are the results of this effort

MODEL DEVELOPMENT

We developed the Durham/UNH water model based upon the existing GIS data that UNH maintains and provided to us at the beginning of this project. Pipe location, pipe diameters and available pipe material and install year were imported from the GIS data and incorporated into the model. We utilized individual account billing records and other demand projections provided by Durham and UNH to assign water demand throughout the Durham/UNH system. Elevations of model nodes, pump stations, storage tanks, valves and water supplies were assigned using light detection and ranging (LiDAR) data. Hydraulic information pertaining to the Lee Well, Beech Hill Tank, Technology Drive pressure reducing valve (PRV) and booster pump, surface water treatment plant (WTP), Foss Farm Tank, Edgewood Tank and Madbury Road Booster Station were also provided to us by Durham and UNH and incorporated into the model. Refer to Figure 2 for the location of each of these water system components

As part of model development, a roughness coefficient of the inside of the water mains, known as a C value, needs to be assigned to each pipe segment. The existing Durham/UNH hydraulic model was provided to us electronically and we transferred the C-values from the pipes in the existing model to the common pipes in the new model. Any new pipes added to the new model, based on the updated water GIS data, were assigned initial C-values based on available pipe information (pipe diameter, pipe material type, year of install).

On May 23, 2017, Weston and Sampson along with Durham and UNH staff completed one day of hydrant flow testing. We simulated the hydrant flow testing results in the hydraulic model and modified C-values where appropriate to achieve between 90 and 95% accuracy between the modeling results and the results obtained during hydrant flow testing in the field. As part of the hydrant flow tests, we performed one C value test on water main in Route 155A between the Technology Drive PRV station and the Lee Well. Due to inconsistent results obtained during the May 23rd C value test, we performed the test again on June 7th. Field testing performed on June 7th was successful and allowed us to calculate a C value for the water main located between the PRV station and the Lee Well. The calculated C value was 128 for the 12-inch diameter line.

EVALUATE THE PROPOSED LEE WATER SYSTEM

After calibration of the existing water model was complete we evaluated the proposed Lee water system. The assessment focused on three areas; impact of a water main extension to the Lee Traffic Circle, impact of a water main extension to the Lee Traffic Circle and the Lee Commercial District and impact of the proposed Lee water system on the existing Durham/UNH water system. We performed the following tasks to evaluate the proposed Lee water system.

1. *Develop Proposed Lee Water System in Hydraulic Model* – Utilize the GIS-based hydraulic model of the Durham/UNH water system. Add pipes, nodes, elevations and demands (fire and domestic) that represent the following scenarios for the proposed Lee water system:
 - A. *Scenario 1: Lee Traffic Circle Extension*
 - B. *Scenario 2: Lee Commercial District Extension*

Set up domestic and fire demand scenarios using the Lee demands that were calculated in the report entitled "Town of Lee – Traffic Circle Water Main Extension" dated September 1, 2016. Utilize 12-inch diameter pipe in the model when assessing the Lee water system.

2. *Assess Water Storage Requirements for the Proposed Lee Water System* – Utilizing both current and future demand scenarios, assess the water storage requirements to serve the proposed Lee water system.
3. *Assess Pump Station Requirements for the Proposed Lee Water System* – Utilizing both current and future demand scenarios, assess pump station requirements, if necessary, to serve all conditions of flow to the proposed Lee water system.
4. *Assess Impact to Water Supplies Serving Proposed Lee Water System* – Assess the impact that the proposed Lee Water System has on the water supplies in Durham. Conduct modeling analysis with each source offline and assess if improvements to the existing Durham/UNH water system are needed to serve the proposed Lee water system.
5. *Assess Existing Durham/UNH Water System for Proposed Lee Water System Impacts* – Assess several areas of the existing Durham/UNH water system for any improvements that may be necessary to adequately serve the proposed Lee water system.

- A. Assess the Durham distribution system between the existing PRV and pump station on Route 155A and the proposed location of the Lee water system. Identify any restrictions and recommended improvements to serve the proposed Lee system.
- B. Evaluate approximately six locations in the Durham/UNH water system that create suspected hydraulic restrictions that may impact the ability to adequately serve the proposed Lee water system. Develop recommended improvements, as needed, in the six identified areas. Areas will be as provided by town and university staff.

MODELING CONDITIONS

New Hampshire Department of Environmental Services (NHDES) regulations and Ten States Standards were used as the basis for our determination. NHDES regulations require that any public water system must provide 35 pounds per square inch (psi) pressure to all homes, under all normal conditions of flow. Normal conditions include peak hour demands, which usually entail the most severe demand condition that occurs during the hottest summer days.

NHDES and Ten States Standards require that any public water system shall provide 20-psi pressure under fire flow situations. System adequacy is evaluated under a fire flow situation occurring during a maximum day domestic demand condition. During operation, the main service system pressure in the proposed development must not drop below 20 psi.

The following system set points were used to establish baseline conditions during the modeling runs:

- Lee Well – 600 gpm
- Beech Hill Tank – initial water level at 24.5 feet
- Technology Drive PRV – set to open at 53.5 psi with approximately 500 gpm passing from high service to low service
- Technology Drive Booster Pump - offline
- Surface Water Treatment Plant – 625 gpm
- Foss Farm Tank – initial water level at 100 feet
- Edgewood Tank – offline
- Madbury Road Booster Station – constant discharge pressure of 78 psi to represent midpoint between pressure switch settings
- Estimated Maximum Day Demand of existing Durham/UNH system: 1.4 MGD
- Estimated Peak Hour Demand of the existing Durham/UNH system: 2,140 gpm
- Steady state modeling runs

MODELING RESULTS

The following section presents the results of the modeling scenarios. The parameters we used to assess each scenario are defined as follows:

- Existing Conditions –
1. Lee Well is online pumping at 600 gpm.
 2. Technology Drive PRV is open – approximately 500 gpm flowing from high service to low service.
 3. WTP is online pumping at 625 gpm.

- Lee Well Offline -
1. Lee Well is offline.
 2. Technology Drive PRV is closed.
 3. Proposed Technology Drive Booster Pump is pumping from low service area to high service area. Design point of Lee Well is used (700 gpm at 225 feet of head). Pump is set to pump 600 gpm.
 4. WTP is online pumping at 625 gpm.

- WTP Offline -
1. Lee Well is online pumping at 600 gpm.
 2. Technology Drive PRV is open – approximately 500 gpm flowing from high service to low service.
 3. Proposed Technology Drive Booster Pump is offline.
 4. WTP is offline.

The following tables present the assessment of the Lee Traffic Circle Extension, Lee Commercial District Extension and Durham/UNH existing water system.

**TABLE 1
PEAK HOUR DEMAND ASSESSMENT
SCENARIO ONE – LEE TRAFFIC CIRCLE EXTENSION**

Location	Pressure Range (All Conditions Assessed) (psi)
Highest Elevation Existing High Service System	58-65
Highest Elevation Lee Traffic Circle Extension	59-67

As demonstrated in Table 1, under all distribution system conditions assessed, the existing Durham/UNH water system can provide domestic service (under all normal conditions of flow) to all points in the Lee Traffic Circle Extension at pressures above 35 psi. Subsequently, domestic demands in the Lee Traffic Circle Extension can be served without reducing pressures to below 35 psi in the existing Durham/UNH water system.

**TABLE 2
PEAK HOUR DEMAND ASSESSMENT
SCENARIO ONE – LEE COMMERCIAL DISTRICT EXTENSION**

Location	Pressure Range (All Conditions Assessed) (psi)
Highest Elevation Existing High Service System	58-64
Highest Elevation Lee Commercial District Extension	41-50

As demonstrated in Table 2, under all conditions assessed, the existing Durham/UNH water system can provide domestic service (under all normal conditions of flow) to all points in the Lee Commercial District Extension at pressures above 35 psi. The Durham/UNH existing water system can serve the domestic demands of the Lee Traffic Circle Extension without pressures being reduced to below 35 psi within the existing Durham/UNH system, too.

The following tables review the available fire flow to the Lee water system, during a Maximum Day Demand, and the impact to the Durham system when water main improvements are implemented. We performed our assessment under three distribution system conditions; Existing Conditions, Lee Well Offline and WTP offline. Refer to the definition of the three conditions above.

**TABLE 3
FIRE FLOW AVAILABILITY ASSESSMENT
SCENARIO ONE – LEE TRAFFIC CIRCLE EXTENSION**

Scenario	Description	Maximum Fire Flow Available at 20 PSI (gpm)
1	Max Day Demand (MDD) - Existing Conditions	1,600
2	MDD – Lee Well Off and PRV open*	1,100
3	MDD – Lee Well Offline	1,550
4	MDD – Lee Well Offline and Fire Pump on at connection point for Water Main Extension	2,000
5	MDD – Lee Well Offline and 16-inch water main between PRV vault and Lee Traffic Circle	2,000

* This represents a worst case scenario

Table 3 presents the modeling results for minimum available fire flow to all points in the Lee Traffic Circle Extension while maintaining 20 psi to all points in the existing and proposed systems. The second scenario is a worst case scenario in which the Lee Well is off but the Technology Drive PRV is open when a fire demand occurs in Lee. The third scenario requires improvements to the existing system by adding a booster pump at the Technology Drive PRV station that can provide supply into the high service system from the low service system that is equivalent to the supply provided by the Lee Well.

Scenarios four and five represent improvements that need to be implemented to achieve a minimum of 2,000 gpm of fire flow to all points in the Lee Traffic Circle while maintaining a minimum of 20 psi to all points in the existing and proposed systems. Scenario four requires a booster pump, for fire purposes, to serve the area west of the Lee Well at flow rates greater than 1,600 gpm. Scenario five requires a 16-inch water main be installed between the Lee town line and the Lee Traffic Circle to achieve 2,000 gpm.

It should be noted that while 16-inch water main would allow for 2,000 gpm of fire flow to all points in the Lee Traffic Circle Extension area, water quality concerns are anticipated due to the estimated level of domestic demand. Turnover in the 16-inch water main would be infrequent unless some form of scheduled flushing were to be implemented.

It should also be noted that the existing water storage in the Durham/UNH system is sized to provide fire storage for a 2,000 gpm, two hour duration fire event in the Lee Traffic Circle Extension area. As such, additional storage in Lee does not appear necessary to serve the Lee Traffic Circle Extension.

TABLE 4
FIRE FLOW AVAILABILITY ASSESSMENT
SCENARIO TWO – LEE COMMERCIAL DISTRICT EXTENSION

Scenario	Description	Maximum Fire Flow Available at 20 PSI (gpm)
1	Max Day Demand (MDD) Existing Conditions	1,300
2	MDD – Lee Well Off and PRV open*	900
3	MDD – Lee Well Offline	1,250
4	MDD – Lee Well Offline and Fire Pump on at connection point for Water Main Extension	1,800
5	MDD – Lee Well Offline and 16-inch water main between PRV vault and Lee Traffic Circle	2,000

* This represents a worst case scenario

Table 4 presents the modeling results for minimum available fire flow to all points in the Lee Commercial District Extension while maintaining 20 psi to all points in the existing and proposed systems. The second scenario is a worst case scenario in which the Lee Well is off but the Technology Drive PRV is open when a fire demand occurs in Lee. The third scenario requires a booster pump at the Technology Drive PRV station that can provide supply into the high service system from the low service system that is equivalent to the supply provided by the Lee Well.

Scenarios four and five reviewed improvements that could be made to achieve a minimum of 2,000 gpm of fire flow to all points in the Lee Commercial District while maintaining a minimum of 20 psi to all points in the existing and proposed systems. Like the Lee Traffic Circle Extension, scenario four requires a booster pump, for fire purposes, to serve the area west of the Lee Well at flowrates greater than 1,300 gpm. However, pressures on the suction side of the proposed booster station dropped to below 20 psi when attempting to serve a 2,000 gpm fire flow to all points in the Lee Commercial District Extension. As a result, only 1,800 gpm of fireflow is available under scenario 4. Scenario five requires a 16-inch water main be installed between the PRV vault on Technology Drive and the Lee Traffic Circle to achieve 2,000 gpm at 20 psi.

Similar to the Lee Traffic Circle Extension, 16-inch water main would most likely establish water quality concerns in the Lee Commercial District Extension area. Also similar to the Lee Traffic Circle Extension, water storage in the existing Durham/UNH water system is sized to provide 2,000 gpm for a two hour duration fire event in the Lee Commercial District area. As a result, there does not appear to be a need for additional water storage in the town of Lee to serve the Lee Commercial District.

TABLE 5
DURHAM/UNH LOW PRESSURE SYSTEM PRE AND POST IMPROVEMENT RESULTS
(EXISTING CONDITIONS)

No.	LOCATION	PRE-IMPROVEMENTS			POST-IMPROVEMENT (INDIVIDUAL)			POST- IMPROVEMENTS (ALL)		
		Original Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)	Improved Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)	Improved Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)
1	Main Street Near Mast Road Intersection.	10	500	2.32	12	550	0.84	12	680	1.25
2	Mast Road between NHPTV and Main Street	8	25	0.02	10	25	0.01	10	25	0.01
3	Extend 12-inch pipe around back side of football stadium and connect to system.	N/A	N/A	N/A	12	245	0.19	12	250	0.19
4	Parallel water main Colovos Road	8	35	0.06	12	50	0.01	12	40	0.01
5	Main Street near Edgewood Road.	10	150	0.32	12	175	0.10	12	200	0.13
6A	Strafford Avenue – Between Lot A and Woodside Apartments	8	420	3.69	12	470	0.62	12	355	0.37
6B	Strafford Avenue – Between Woodside Apartments and Edgewood Road	8	260	1.51	12	375	0.40	12	285	0.25

The above table displays flow and headloss in feet per 1,000 feet of pipe for pipe segments in the model that Durham and UNH requested be reviewed. Refer to Figure 2 for the location of each modeled improvement. The model results indicate that existing 8-inch pipe in Strafford Avenue has the highest headloss of the pipe segments assessed. The 10-inch water main in Main Street near Mast Road has the second highest headloss in the study area. Subsequently, these pipe segments are also passing the highest flows of the pipes we assessed.

We reviewed the impacts to improving each section individually. Durham and UNH requested the original pipe sizes be upsized for each of the pipe segments listed above. The column entitled 'Improved Pipe Size' provides the proposed size of each water main improvement. The above table demonstrates that increasing the diameter of each pipe segment assessed allows for increased flow and decreased headloss in all pipe segments except for Improvement No. 2. With little demand on Mast Road, improvements to the water main in that area did not result in improved hydraulics under existing conditions.

In the last section of the table, we ran the model with all six improvements modeled at the same time. Observations we made include increased flow on Main Street near Mast Road. It should be noted that the PRV setting did not change in the model but the PRV was allowing more flow to pass into the low service area from the higher service area once all the Durham improvements were made. Also, flow decreases in Colovos Road

and Strafford Avenue when all improvements are modeled. This can primarily be attributed to the water main addition that extends around the football stadium. This water main provides redundancy and looping and allows a secondary path for water to travel from the west side of the water system to the east side.

TABLE 6
DURHAM/UNH LOW PRESSURE SYSTEM PRE AND POST IMPROVEMENT RESULTS
(LEE WELL OFFLINE)

No.	LOCATION	PRE-IMPROVEMENTS			POST- IMPROVEMENTS (ALL)		
		Original Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)	Improved Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)
1	Main Street near Mast Road intersection.	10	615	3.41	12	615	1.03
2	Mast Road between NHPTV and Main Street	8	25	0.02	10	25	0.01
3	Extend 12-inch pipe around back side of football stadium and connect to system.	N/A	N/A	N/A	12	305	0.28
4	Parallel water main Colovos Road	8	215	1.71	12	475	0.64
5	Main Street near Edgewood.	10	90	0.13	12	140	0.07
6A	Strafford Avenue – Between Lot A and Woodside Apartments	8	690	9.25	12	385	0.43
6B	Strafford Avenue - Between Woodside Apartments and Edgewood Road	8	415	3.6	12	280	0.24

With the Lee Well offline, flows on Main Street near Mast Road increase, compared to existing conditions, as the surface water treatment plant via the proposed PRV booster pump is supplying additional water to the high service system. The parallel water main on Colovos Road and the water main in Strafford Avenue near the Woodside apartments also experience elevated levels of flow, compared to existing conditions, as the surface water treatment plant supplements flow to the existing high service area and proposed Lee water systems. Of note is the high headloss (9.25 feet/1,000 feet of pipe) that is experienced in Strafford Avenue under this scenario.

For this modeling run, we only obtained results when all proposed improvements are implemented (as opposed to running all the individual improvements). The improvements reduced the headlosses experienced in all segments of pipe described in Table 6 and especially reduced the headlosses experienced in Strafford Avenue. Of note is the flow reduction in Strafford Avenue after the improvements are implemented. This is most likely attributed to the looped water main around the backside of the football stadium that allows for a second flow

path for water to pass from the low system to the high system. It should also be noted that the improvements on Colovos Road allowed more water to pass through the improved pipe segments which reduced flow and headlosses in the parallel 10-inch water main in Colovos Road.

TABLE 7
DURHAM/UNH LOW PRESSURE SYSTEM PRE AND POST IMPROVEMENT RESULTS
(WTP OFFLINE)

No.	LOCATION	PRE-IMPROVEMENTS			POST- IMPROVEMENTS (ALL)		
		Original Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)	Improved Pipe Size (in)	Flow (gpm)	Headloss (ft/Kft)
1	Main Street near Mast Road intersection.	10	645	4.13	12	770	1.57
2	Mast Road between NHPTV and Main Street	8	25	0.02	10	25	0.01
3	Extend 12-inch pipe around back side of football stadium and connect to system.	N/A	N/A	N/A	12	305	0.28
4	Parallel Water Main Colovos Road	8	35	0.07	12	115	0.05
5	Main Street near Edgewood Road.	10	100	0.15	12	35	0.01
6A	Strafford Avenue – Between Lot A and Woodside Apartments	8	270	1.62	12	390	0.44
6B	Strafford Avenue - Between Woodside Apartments and Edgewood Road.	8	165	0.65	12	300	0.27

With the surface water treatment plant offline, flows on Main Street near Mast Road increase as Lee Well and the high service system is supplying additional water to the low service system. As a result, headlosses in the Main Street water main in this area are the highest of all the areas being reviewed.

Under this scenario, we only obtained results when all proposed improvements are implemented. The improvements allowed for more flow to pass from the high service to the low service area and generally increased the flow rate while decreasing the headloss in all pipe segments except for the Mast Road segment and Main Street near Edgewood Road. While the Mast Road conditions are attributed to the existing demand conditions in that area, the Main Street post-improvements condition may be attributed to the looped water main that passes behind the football stadium.

SUMMARY

The existing Durham/UNH water system is capable of providing domestic service to both the Lee Traffic Circle and Lee Commercial District areas under all normal conditions of flow at pressures above 35 psi. Fire flow to the Lee Traffic Circle Area can range from 1,100 to 1,600 gpm depending on the conditions present in the existing system. To achieve a fire flow of 2,000 gpm, an additional booster pump station would be required or upsizing the water main from 12-inch to 16-inch diameter pipe between the Lee town line and the Lee Traffic Circle would be necessary. Fire flow to the Lee Commercial District Area can range from 900 to 1,300 gpm depending on the conditions present in the existing system. To achieve a fire flow of 2,000 gpm to all points in the Lee Commercial District, an additional booster pump station would be necessary. Upsizing the water main from 12-inch to 16-inch main in the project area would only improve the available fire flow to 1,800 gpm at 20 psi residual pressure.

Increasing the pipe size in the six areas of the existing Durham/UNH low pressure system, as described above, generally improves the hydraulics within those areas of the water system with respect to increased flow and reduced headlosses. Implementing the improvements would strengthen the water main on Main Street near the PRV station, would add redundancy between the core low pressure system and the high pressure system, would strengthen the water main near the Woodside Apartments that serves as a transmission line for that area of the low pressure system and would provide increased capacity in the water mains that transmit water from the surface water treatment plant.

\\wse03.local\WSE\Projects\NH\Lee, NH\2160252 NHDES Traffic Circle WM Study\Lee Traffic Circle WM Extension Memo-Model Creation and Evaluation.docx

Legend

MTBE Contamination

■ Affected Property

Proposed Water Main

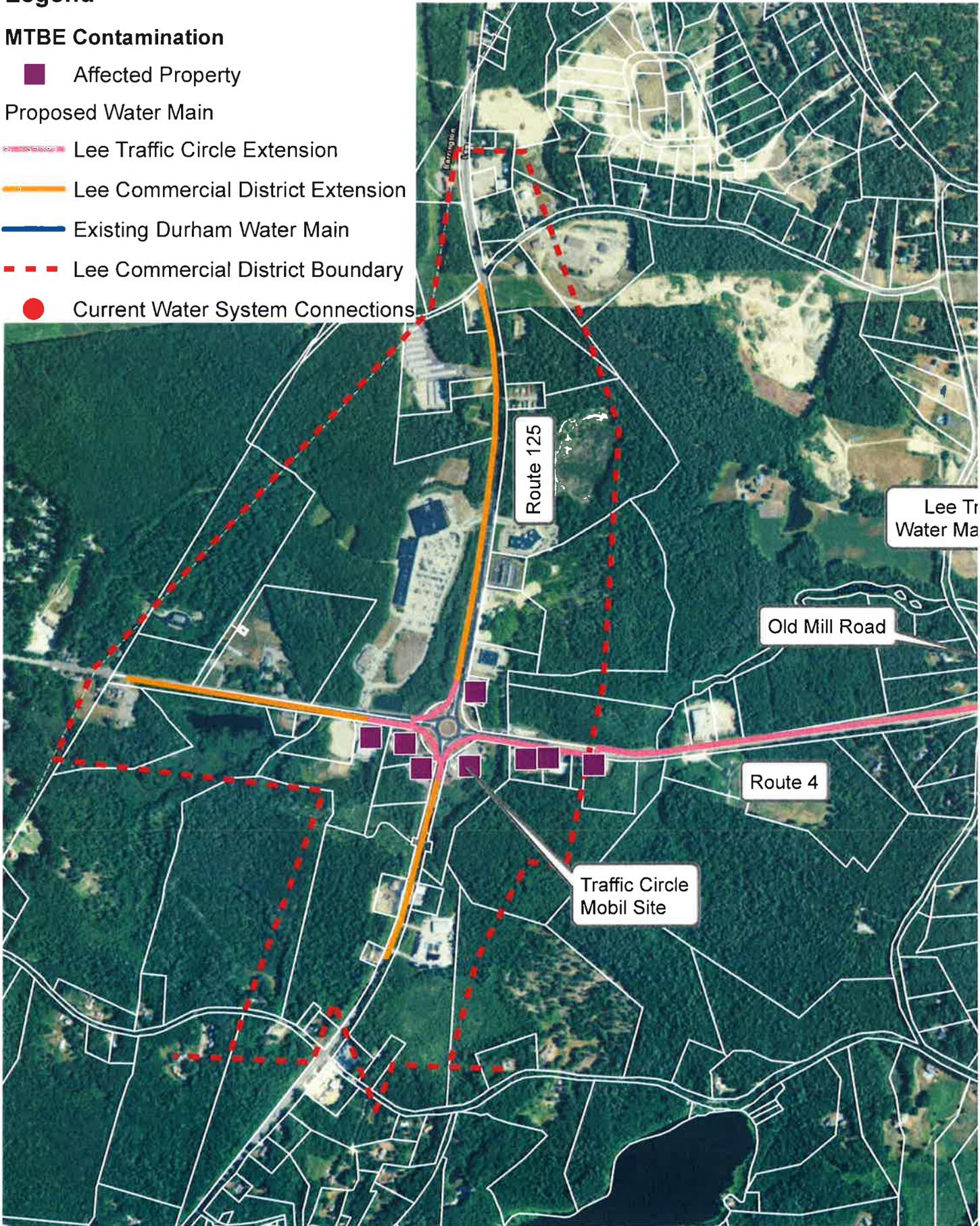
Lee Traffic Circle Extension

Lee Commercial District Extension

Existing Durham Water Main

Lee Commercial District Boundary

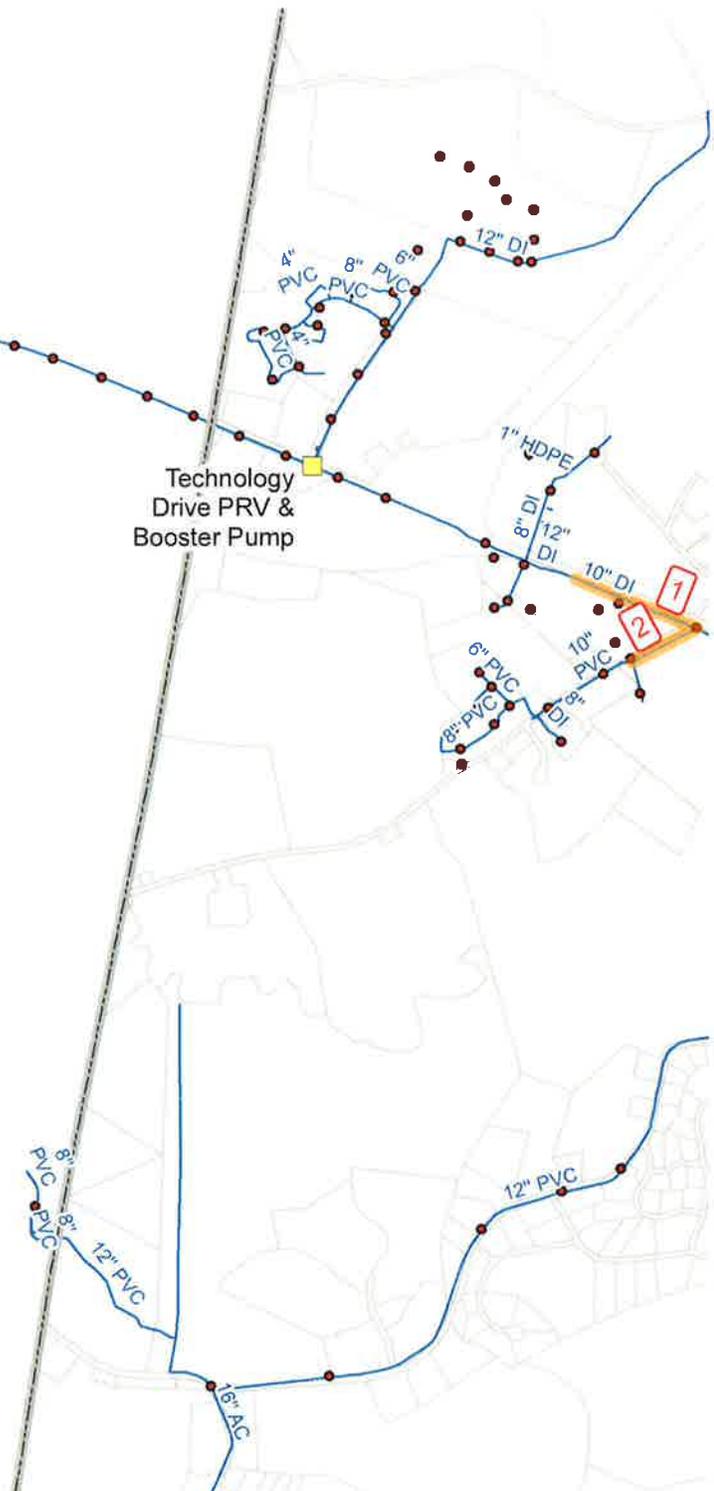
● Current Water System Connections



Lee Well

Lee

Technology Drive PRV & Booster Pump



No.	IMPROVEMENT LOCATION
1	Main Street Near Mast Road Intersection.
2	Mast Road between NHPTV and Main Street
3	Extend 12-inch pipe around back side of football stadium and connect to system.
4	Parallel water main Colovos Road
5	Main Street near Edgewood Road.
6A	Strafford Avenue – Between Lot A and Woodside Apartments
6B	Strafford Avenue – Between Woodside Apartments and Edgewood Road

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: June 12, 2017

RE: Ferndale Acres Campground
130 Wednesday Hill Road
Lee, NH 03861

Property Tax Map 28 Lot 1-S7
Address: S7 Ferndale Acres

Tax Year: 2017
Assessment: \$6,000

The subject is a camper on rented land. Abatement is requested as camper was brought in after April 1st and is registered. It is recommended that an abatement in the amount of \$88 plus any applicable interest/penalties/fees be granted.

Abatement Granted

Abatement Denied

Dated _____

Remit To		2017 LEE PROPERTY TAX -- BILL 1 OF 2			
TOWN OF LEE TAX COLLECTOR'S OFFICE 7 MAST ROAD LEE, NH 03861 Temp - Return Service Requested		FERNDALE ACRES CAMPGRD LLC			
		Map	Lot	Sub	Net Value
		000028	000001	0000S7	\$ 6,000
		Parcel Location			Acres
		S7 FERNDAL ACRES			0.000
12% APR Charged After 07/05/2017		Invoice		Summary of Taxes	
ASSESSMENT questions must be directed to the Assessor/Selectmen (603) 659-5414. Questions on errors may be directed to the Tax Collector. See back for important info.		2017P01009104		First Bill:	\$ 88.00
Billed To		Billing Date			
FERNDAL ACRES CAMPGRD LLC 130 WEDNESDAY HILL ROAD LEE, NH 03861		05/24/2017		- Abated/Paid: \$ 0.00	
		Payment Due Date		- Vet. Credits: \$ 0.00	
		07/05/2017			
		Amount Due:		\$ 88.00	
		Amount Enclosed:			

Please return top copy with your payment.

Tax Collector Office Hours		2017 LEE PROPERTY TAX -- BILL 1 OF 2					
TOWN OF LEE MONDAY 8:00 AM TO 6:00 PM WEDNESDAY & FRIDAY 8:00 AM TO 4:00 PM 603 659-2964 Tax Collector: Linda R. Reinhold		FERNDAL ACRES CAMPGRD LLC					
ASSESSMENT questions must be directed to the Assessor/Selectmen (603) 659-5414. Questions on errors may be directed to the Tax Collector. See back for important info.		Map	Lot	Sub	Pg-Line		
		000028	000001	0000S7	0091-04		
		Parcel Location			Acres		
		S7 FERNDAL ACRES			0.000		
Tax Rates		Assessments		Invoice		Summary Of Taxes	
County:	\$ 1.47	Land:	0	2017P01009104		First Bill:	\$ 88.00
School:	\$ 9.26	Current Use Credit:	0	Billing Date			
Town:	\$ 2.72	Buildings:	6,000	05/24/2017		- Abated/Paid: \$ 0.00	
State Education:	\$ 1.18	Total:	6,000	Payment Due Date		- Vet. Credits: \$ 0.00	
				07/05/2017			
				Interest Rate		Amount Due:	
				12% APR After 07/05/2017		\$ 88.00	

Total Tax Rate:	\$ 14.63⁺	Net Value:	6,000
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Keep this copy for your records. + 1st Bill Rate=1/2 Last Year's Final Rate

BARRINGTON
BROOKFIELD
DOVER
DURHAM
FARMINGTON
LEE
MADBURY
MIDDLETON
MILTON



NEW DURHAM
NEWMARKET
NORTHWOOD
NOTTINGHAM
ROCHESTER
ROLLINSFORD
SOMERSWORTH
STRAFFORD
WAKEFIELD

June 27, 2017

Lee Board of Selectmen
7 Mast Road
Lee NH 03824

RECEIVED
JUN 30 2017
TOWN OF LEE, NH

Dear Lee Board of Selectmen:

The Strafford Metropolitan Planning Organization (SMPO) is responsible for transportation planning for the region. The MPO is comprised of the Policy Committee and the Technical Advisory Committee (TAC). Each of the eighteen communities is a member of the MPO through their association with Strafford Regional Planning Commission (SRPC). The TAC is comprised of municipal staff representatives. They provide leadership and make recommendations to the SMPO Policy Committee. The Policy Committee is comprised of all SRPC Commissioners and other transportation and transit providers and agencies in the State and region.

This letter represents our biennial solicitation for SMPO Technical Advisory Committee appointees. Members will be appointed for two years, in this case, Fiscal Years 2018 and 2019. The TAC meets on the first Friday of every month to give and receive input on regional transportation issues and is a critical component in the decision making process for the MPO.

Please list your Representative to the SMPO Technical Advisory Committee, so that we may update our mailing lists for fiscal year 2018, which starts July 1st 2017 (it is especially important to include updated email addresses). Please return the appointment form to SRPC via fax, email, or mail. If you would like to appoint an alternate, you may do so. Both the appointed representative and the appointed alternate will receive TAC mailings.

You can keep the same appointments as in prior fiscal years or you can appoint new members. The following individuals were appointed to the SMPO Technical Advisory Committee for Fiscal Years 2016 and 2017. If you wish to appoint new members, please add their names on the attachment. If information for the current appointee and alternate is incorrect, please add the correct information.

CURRENT APPOINTEE:

Caren Rossi
7 Mast Road
Lee NH 03861

ALTERNATE:

Julie Glover
7 Mast Road
Lee NH 03861

Sincerely,

Cynthia Copeland, AICP
Executive Director

cc: Caren Rossi, Julie Glover

NEW APPOINTEE AND ALTERNATE

FY 2018 – FY 2019 APPOINTEE

Name:

Address:

Phone Number:

Email:

FY 2018 – FY 2019 ALTERNATE

Name:

Address:

Phone Number:

Email:

The signatures of the Appointing Official(s) listed below confirm that the above named individual(s) shall be appointed as the Town of Lee Representative(s) of the MPO Technical Advisory Committee (TAC) for the period of **July 1, 2017** to **June 30, 2019**.

Appointing Official:

Date:

Appointing Official:

Date:

Appointing Official:

Date: