



Raymond Select Board Meeting
July 1, 2024
Raymond High School
45 Harriman Hill Rd
5:00 p.m.

Please Note: The Board of Selectmen may at any time during a public meeting, enter a non-public session to conduct and facilitate town business. The Board of Selectmen will announce the RSA in which the session will be conducted and follow proper protocol under the confines of State Laws. All materials to be reviewed at Board of Selectmen meetings must be submitted to the Raymond Town Office by 12:00PM on the Thursday before the Monday meeting.

AGENDA

1. SITE WALK AT THE DUDLEY TUCKER LIBRARY (5:00PM)

REGULARLY SCHEDULED MEETING STARTS AT 6:00PM

2. MEETING CALLED TO ORDER

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. OPEN PUBLIC COMMENT – 15 Minutes

6. TO APPEAR BEFORE THE BOARD

1. Don Ware – Pennichuck
2. Dudley Tucker Library Trustees

7. BOS REVIEW, APPROVAL/ACCEPTANCE

1. Emergency Management Center Generator CRF
2. CIP Committee Appointment – Bob McDonald
3. Donations for the 4th of July Parade

8. BOS MEMBER UPDATES/COMMITTEE REPORTS

1. Confirm Meeting Time for July 15th Work Session with DRA at Town Office

9. BOS UPDATES FROM WORKING SESSION

1. June 24th, 2024 – Topics of Discussion:
 - a. Town Zoning Map
 - b. Permanent File/Next Steps
 - c. Historical Ballots
 - d. Establishment of Tax Collector's Hours of Operations & Responsibilities

10. NEW BUSINESS

1. Donation to 4th of July Parade & Celebration Raffle – Deep Sea Fishing/Whale Watching Passes (TM Update Only – No Docs Needed)
2. RCFY Moving Update (TM Update Only – No Docs Needed)
3. Governor's Lake SRF Loan Application Documents
4. Addition to Employee Manual Per Court Order & Consent Order Documents

11. OLD BUSINESS

1. Riverside Park Follow-Up Documents

12. OTHER BUSINESS

13. PUBLIC COMMENT REGARDING AGENDA ITEMS ONLY – 15 Minutes

14. APPROVAL OF BOARD MINUTES – 6/17/24, Work Session: 6/24/24

15. NON-PUBLIC SESSION - RSA 91-A:3 II (l,d)

Posted: June 27, 2024, Old Fire Station, Town Office; Town's website 24 hours in advance of meeting. **Note:** Board of Selectmen Meetings are broadcast live on Channel 22. If you need audio or visual assistance, call the Selectmen's Office 72 hours prior to the meeting at 603-895-7007.

16. ADJOURNMENT

BOS/TM INDIVIDUAL ACTION ITEMS FROM 6.24.24 WORK SESSION

Doug Vogel: Send out digital copies to BOS of the permanent file hard copy documents provided at Work Session

Patricia Bridgeo: Provide each BOS member with their portion of Town Zoning Map to review/identify issues

Anthony Clements: Reach out to NHMA to find sample policy that BOS can use as a template

Tom Daigle & Rani Merryman: Meet with Tax Collector, Deputy Tax Collector & DRA Agent (Michelle) on July 15th

BOS/TM INDIVIDUAL ACTION ITEMS FROM 6.17.24 MEETING

TM:

- Provide file regarding information on land donation from Jonathan Waterhouse
- Provide BOS with copy of Riverside Park grant document from the state **(TO BE IN 7.1.24 PACKET)**
- Write a letter to Dudley Tucker Library (DTL) requesting that they come before the board in an upcoming meeting **(DTL ATTENDING 7.1.24 MEETING)**

Doug Vogel:

- Provide Kevin Woods/Cemetery Trustees with information from Work Session discussed during 6.17.24 meeting
- Provide BOS with confirmation from Chief Hammond regarding Fire Department's involvement with fire hydrants

BOS/TM INDIVIDUAL REMAINING ACTION ITEMS FROM 6.3.24 MEETING

TM: Reach out to Zach for an update on E360

BOS/TM INDIVIDUAL REMAINING ACTION ITEMS FROM 5.20.24 MEETING

ANY BOS MEMBER: Reach out to Therese Thompson of LRAC to ensure she has the same documents from the Conservation Commission that were provided to the BOS on 5.20.24

TM: Work with Jan on writing a letter from Conservation Commission regarding NHDES Dredge and Fill Application **(IN PROGRESS)**

BOS/TM INDIVIDUAL REMAINING ACTION ITEMS FROM 5.6.24 MEETING

Tom Daigle: Look into BOS involvement with Cemetery related items

TM: Review water main invoices and follow-up with BOS **(IN PROGRESS)**

FUTURE ACTION ITEMS OF NOTE/FOR REVIEW AND UPDATE:

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	DEADLINE	PARTY	DATE IN
WATER:			
Vision Statement (request sent 10/6/23) -			12/4/23
Source/Demand Analysis -		UE	1/24/2024
BOS Approval of Design Flows	1/31/2024	Town	1/30/24
Water Quality Evaluation	2/28/2024	UE	
Preliminary list of Potential Projects/Alter	2/28/2024	UE	
BOS Appr of Prelim List of Capital Projects/Alter	3/12/2024	Town	
Evaluation of Alternatives & Draft Source Impro Plan	4/23/2024	UE	
BOS Approval of the Proposed Source Improve Plan	4/30/2024	Town	
Cost & Funding evaluation	5/13/2024	UE	
Draft report to Town	5/17/2024	UE	
BOS approval of Draft report	5/27/2024	Town	
Draft report to Town for DES submittal	5/30/2024	UE	
Draft Report to DES - CAP deadline	5/31/2024	Town	
<u>Traffic Study</u> – (Tony to talk with Highway Safety Committee) Re: Community			UPDATE?
MEGA X -			who to update?
<u>TOWN POLICY MANUAL</u> – Review and update beginning of 2024			WORK WITH TM/
E360 GENERAL CODE UPDATES AND RECODIFATION (UPGRADE)		TM	Continuing Work Session
CORRECTING PERMANENT FILE			Continuing Work Session
RULES OF PROCEDURE			Continuing Work Session
BOS EMAIL ADDRESS			Ongoing
<u>Land Use Application</u> – Review, Revise, Procedures			BOS/TM TO REVIEW

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CAPITAL RESERVE FUND REQUEST

4 Epping Street
 Raymond, NH 03077
 (603) 895-7010
 Fax (603) 895-7064



REQUEST FROM:

CONTROL NUMBER:

Town Manager

2024-14

DATE OF SELECTMEN'S MEETING		CRF AVAILABLE BALANCE INCLUDES PRIOR OBLIGATIONS & ANTICIPATED DEPOSITS	
7/1/2024		AS OF MAY 2024	\$330,732.31
FUND NAME / ACCOUNT	DESCRIPTION OF FUNDING REQUEST & PROPOSED PURCHASES	AMOUNT REQUESTED	
EM Revitalization 05-8058-063	<p>Replace Safety Complex Generator</p> <p>One bid submitted from 2022 RFP. Vendor (Gemini Electric, Inc.) has confirmed item has arrived and will honor the price quoted in 2022 bid. (\$57,717.00)</p> <p>Split cost 50/50 between EM CRF and Emergency Management Performance Grant.</p>	\$28,858.50	

Patricia Bridgeo
 Chair Patricia Bridgeo

Approved / Not Approved

D. Rani Meryman
 Vice Chair D. Rani Meryman

Approved / Not Approved

Tom Daigle

Approved / Not Approved

Doug Vogel 7/1/24
 Doug Vogel

Approved / Not Approved

Anthony Clements
 Anthony Clements

Approved / Not Approved

Julie Jenks

From: Stacey Grella
Sent: Tuesday, December 12, 2023 1:47 PM
To: Julie Jenks
Subject: Safety Complex Generator - CRF Request
Attachments: 2022 Safety Complex Generator RFP.docx; 2098_001.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Julie...

Back in June of 2022, the Town put out an RFP to replace the generator that is currently located at the Safety Complex. At that time, we only received one bid response, which was from Gemini Electric, Inc. The Town was prepared to move forward with the bid, however, Gemini reported that they would not be able to get us the generator for close to 41 weeks and at minimum we would be looking at Spring of 2023. In March, I reached out to Gemini who then informed me that the generator would be in stock some time in October.

Last week, we received a call from Gemini that the generator is now in stock and they are ready to put us on the schedule to do the installation and confirmed that they would honor the same price that was quoted to us back in June of 2022. Before we set a date for that installation, **I am requesting that we expend the funds from the GGB Improvements CRF in the amount of \$57,717.00.**

Attached are the original RFP and also the bid response from Gemini. Please let me know if you have any questions, or need anything else. Thank you!

S

*Stacey J. Grella, Operations Manager
Department of Public Works
4 Epping Street
Raymond, NH 03077
603-895-7036
sgrella@raymondnh.gov
M-F 7:30am – 4:00pm*



Julie Jenks

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Department of Public Works
4 Epping Street
Raymond, NH 03077
603-895-7036
sgrella@raymondnh.gov
M-F 7:30am – 4:00pm*



Feb., 23, 2022

Jason Desrochers (jdesrochers@raymondnh.gov)
Town of Raymond – Public Works
#73 NH Route 27
Raymond, NH 03077

**Ref: Public Safety Bldg. – 1 Scribner Rd. #3 – Replacement Generator
Rev. # 1 Revised Pricing**

We are pleased to provide the follow:

- Provide one (1) new 60kW, propane, Kohler #KG60, 120/208V, three-phase Generator with one 200A Line Breaker, block heater, Sound Enclosure, emergency stop button (EPO Button), battery and battery charger. Includes removal of existing 30 KW generator.
- Provide precast Generator pad and site work as required.
- Provide new U.G. Generator feeder from new Generator to new Transfer Switch.
- Provide U.G. conduits / conductors for battery charger circuit, block heater circuit and control wiring from building to Generator.
- Provide delivery, off-loading, crane and rigging to set new Generator.
- Provide one (1) new Kohler # KSS-JCTA-0200-S Transfer Switch. Includes removal of existing transfer Switch.
- Rework existing branch circuits for new Generator block heater and battery charger.
- Rework existing 200A Normal power feeder to new Transfer Switch.
- Provide remote Generator Annunciator with associated conduit / wiring. Location to be determined by owner.
- Includes site work for trenching, backfill and finish grade.
- Provide Kohler Tech for required start-up, testing, commissioning and owner training.
- Propane fuel and fuel connections by others.
- Work to be performed during normal work hours.
- One (1) year warranty on all parts and labor.

Total Material / Labor Cost: \$ 57,717 (Fifty-Seven Thousand, Seven Hundred and Seventeen Dollars)

Add Alternate # 1 Provide Safety Bollards

Total Material / Labor \$800 (installed each)

BID FORM

PRICE FOR FULL AND COMPLETE SYSTEM AS SPECIFIED: \$ 43,717.00
[ALL MATERIALS AND INCIDENTAL ITEMS]

PRICE FOR LABOR: \$ 12,000.00

PRICE FOR EQUIPMENT RENTAL PER DAY (\$ 1,000.00) TOTAL: \$ 2,000.00

TOTAL FOR ALL LABOR, EQUIPMENT AND MATERIALS: \$ 57,719.00 *sjk*

BIDDER RESPONSES REQUIRED FOR EACH OF THE FOLLOWING QUESTIONS:

1. IN YOUR OPINION, IS THERE SUFFICIENT OVERALL SYSTEM VOLTAGE PROVIDED TO THE SAFETY COMPLEX TO OPERATE THE PROPOSED GENERATOR SYSTEM WITHOUT IMPACTING OTHER EQUIPMENT OR FACILITIES?

Yes

2. IN YOUR OPINION, ARE THE EXISTING WIRES, CIRCUITS AND OTHER ELEMENTS OF THE ELECTRICAL SYSTEM APPROPRIATE FOR THE INSTALLATION OF THE PROPOSED GENERATOR SYSTEM?

No, we have included cost in bid to modify and upgrade electrical to meet NFPA code and local AHJ requirements

3. IDENTIFY ANY CHALLENGING WIRING AND/OR INSTALLATION ISSUES:

None

4. IDENTIFY ANY ISSUES WITH THE SPECIFIED SYSTEM SUCH AS;

- TYPE AND MODEL OF GENERATOR Adequate for this project
- TYPE AND RATING OF 200A LINE BREAKER Adequate for this project
- TYPE AND CONFIGURATION OF INSTALLATION Adequate for this project
- TYPE AND LOCATION OF GENERATOR SYSTEM Adequate for this project

5. PROVIDE ANY RECOMMENDATIONS REGARDING THIS SYSTEM AND / OR ITS INSTALLATION:

Safety bollards at generator location

SUBMITTED BY: Matthew Connors, President *MC* 6/14/22
AUTHORIZED REPRESENTATIVE OR OWNER DATE

ADDRESS: 8 Priscilla Lane, Auburn, NH 03032

PHONE NUMBER: (603) 644-7170

Note: Please be advised pricing is good for only 30 days due to current supply, demand and delivery issues.

Note: Please be advised due to current supply, demand and delivery issues, all shipping dates are subject to change. The current lead time for Generator is 41-weeks and the Transfer Switch is 10-weeks. Upon receipt of approval and or PO for release we can contact manufacturer to expedite and available lead time improvements.

Thank you for allowing us to be of service, please do not hesitate to contact us should you have any questions.

Sincerely,



David Wright
Sr. Project Manager

GEMINI ELECTRIC, INC.

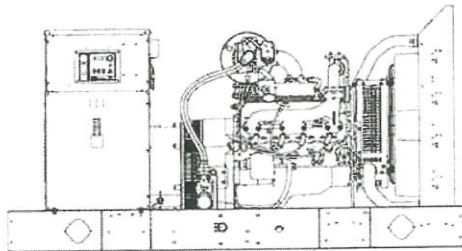
A Design Build Firm

Pelham School District 59a Marsh Road Pelham, NH	Alan Miller Director of Maintenance	125kW Natural gas generator Installed 2019	\$47,000.00	amiller@pelhamsd.org
Derry Village Sewer Lift Station Chester Rd & Orchard Dr Derry, NH	Tim St. Gelais Mechanical Electrical Technician	150kW Generator, 60kW Generator & 40kW Installed 2020	\$126,645.00	timstgelais@derrynh.org
Hebron Town Hall 7 School Street Hebron, NH	Maynard Young	80kW Generator Installed 2020	\$47,717.00	
Hillsborough WWTP 40 Norton Dr Hillsborough, NH	Paul Dutton	30kW propane generator Install 2021	\$27,717.00	hwwtip@tds.net



Ratings Range

Standby:	kW kVA	60 Hz	50 Hz
		44-63 44-79	40-63 40-66



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
 - The brushless, rotating-field alternator has broadrange reconnectability.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	Natural Gas 130°C Rise Standby Rating		LP Gas 130°C Rise Standby Rating	
				kW/kVA	Amps	kW/kVA	Amps
4P7BX	120/208	3	60	54/68	189	54/68	189
	127/220	3	60	57/71	187	57/71	187
	120/240	3	60	54/68	164	54/68	164
	120/240	1	60	44/44	184	44/44	184
	139/240	3	60	60/75	181	60/75	181
	220/380	3	60	49/61	93	49/61	93
	277/480	3	60	60/75	91	60/75	91
	347/600	3	60	57/71	69	57/71	69
	110/190	3	50	44/55	168	44/55	168
	115/200	3	50	47/59	171	47/59	171
	120/208	3	50	46/58	161	46/58	161
	110/220	3	50	47/59	155	47/59	155
	110/220	1	50	40/40	182	40/40	182
	220/380	3	50	44/55	84	44/55	84
	230/400	3	50	47/59	86	47/59	86
	240/415	3	50	46/58	81	46/58	81
4P8X	120/208	3	60	60/75	209	62/78	217
	127/220	3	60	60/75	197	62/78	205
	120/240	3	60	60/75	181	62/78	188
	120/240	1	60	57/57	238	57/57	238
	139/240	3	60	60/75	181	62/78	188
	220/380	3	60	60/75	114	62/78	119
	277/480	3	60	60/75	91	62/78	94
	347/600	3	60	60/75	73	62/78	76
	110/190	3	50	48/60	183	50/63	192
	115/200	3	50	48/60	174	50/63	182
	120/208	3	50	45/56	156	45/56	156
	110/220	3	50	48/60	158	50/63	166
	110/220	1	50	48/48	219	50/50	228
	220/380	3	50	48/60	92	50/63	96
	230/400	3	50	48/60	87	50/63	91
	240/415	3	50	45/56	78	45/56	78

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. Standby Ratings: The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-8529-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition details. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. For dual fuel engines, use the natural gas ratings for both the primary and secondary fuels.

Alternator	Voltage	Ph	Hz	Natural Gas 130°C Rise Standby Rating		LP Gas 130°C Rise Standby Rating	
				kW/kVA	Amps	kW/kVA	Amps
4P10X	120/208	3	60	60/75	209	63/79	220
	127/220	3	60	60/75	197	63/79	208
	120/240	3	60	60/75	181	63/79	191
	120/240	1	60	60/60	250	63/63	263
	139/240	3	60	60/75	181	63/79	191
	220/380	3	60	60/75	114	63/79	121
	277/480	3	60	60/75	91	63/79	96
	347/600	3	60	60/75	73	63/79	77
	110/190	3	50	53/66	201	53/66	201
	115/200	3	50	53/66	191	53/66	191
	120/208	3	50	53/66	184	53/66	184
	110/220	3	50	53/66	174	53/66	174
	110/220	1	50	50/50	228	63/63	287
	220/380	3	50	53/66	101	53/66	101
	230/400	3	50	53/66	96	53/66	96
	240/415	3	50	53/66	92	53/66	92
	4Q10X	120/240	1	60	60/60	250	60/60
110/220		1	50	53/53	241	53/53	241

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	12, Reconnectable
4P7BX, 4P8X, 4P10X	4, 110-120/220-240 V
4Q10X	Solid State, Volts/Hz
Voltage regulator	NEMA MG1
Insulation:	Class H
Material	130°C, Standby
Temperature rise	1, Sealed
Bearing: quantity, type	Flexible Disc
Coupling	Full
Amortisseur windings	Controller Dependent
Voltage regulation, no-load to full-load	
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V, 400 V 4P7BX (12 lead)	180 (60 Hz), 136 (50 Hz)
480 V, 400 V 4P8X (12 lead)	261 (60 Hz), 218 (50 Hz)
480 V, 400 V 4P10X (12 lead)	275 (60 Hz), 220 (50 Hz)
240 V, 220 V 4Q10X (4 lead)	144 (60 Hz), 132 (50 Hz)

- The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broadrange reconnectability.
- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.

Application Data

Engine

Engine Specifications	60 Hz	50 Hz
Manufacturer	Kohler	
Engine: model, type	KG6208 6.2 L Natural Aspiration	
Cylinder arrangement	V-8	
Displacement, L (cu. in.)	6.2 (378)	
Bore and stroke, mm (in.)	101.6 x 95.25 (4.00 x 3.75)	
Compression ratio	10.5:1	
Rated rpm	1800	1500
Max. power at rated rpm, kW (HP)	77.0 (103)	64.3 (86)
Cylinder head material	Cast Aluminum	
Piston type and material	High Silicon Aluminum	
Crankshaft material	Cast Iron	
Valve (exhaust) material	Forged Steel	
Governor type	Electronic	
Frequency regulation, no-load to full-load	Isochronous	
Frequency regulation, steady state	±1.0%	
Frequency	Fixed	
Air cleaner type, all models	Dry	

Application Data

Exhaust

Exhaust System	60 Hz	50 Hz
Exhaust manifold type	Dry	
Exhaust flow at rated kW, m ³ /min. (cfm)	13.5 (478)	11.3 (399)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	690 (1274)	
Maximum allowable back pressure, kPa (in. Hg)	10.2 (3.0)	
Exhaust outlet size at engine hookup, mm (in.)	76 (3.0) OD	

Engine Electrical

Engine Electrical System	60 Hz	50 Hz
Ignition system	Electronic, Distributor	
Ignition system	Electronic	
Battery charging alternator:		
Ground (negative/positive)	Negative	
Volts (DC)	12	
Ampere rating	130	
Starter motor rated voltage (DC)	12	
Battery, recommended cold cranking amps (CCA):		
Qty., rating for -18°C (0°F)	1, 630	
Battery voltage (DC)	12	

Fuel

Fuel System	60 Hz	50 Hz
Fuel type	Natural Gas, LP Gas, or Dual Fuel	
Fuel supply line inlet	1 NPTF	
Natural gas fuel supply pressure, kPa (in. H ₂ O)	1.74-2.74 (7-11)	
LPG vapor withdrawal fuel supply pressure, kPa (in. H ₂ O)	1.24-2.74 (5-11)	
Dual fuel engine, LPG vapor withdrawal fuel supply pressure, kPa (in. H ₂ O)	1.24 (5)	

Fuel Composition Limits *	Nat. Gas	LP Gas
Methane, % by volume	90 min.	—
Ethane, % by volume	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume	0.1 max.	5.0 max.
C ₄ and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass	25 max.	
Lower heating value, MJ/m ³ (Btu/ft ³), min.	33.2 (890)	84.2 (2260)

* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local distributor for further analysis and advice.

Lubrication

Lubricating System	60 Hz	50 Hz
Type	Full Pressure	
Oil pan capacity, L (qt.)	5.7 (6.0)	
Oil pan capacity with filter, L (qt.)	7.1 (7.5)	
Oil filter: quantity, type	1, Cartridge	

Cooling

Radiator System	60 Hz	50 Hz
Ambient temperature, °C (°F) *	50 (122)	
Engine jacket water capacity, L (gal.)	7.3 (1.93)	
Radiator system capacity, including engine, L (gal.)	20.8 (5.5)	
Engine jacket water flow, Lpm (gpm)	129 (34.1)	108 (28.5)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	64.0 (3640)	56.0 (3185)
Water pump type	Centrifugal	
Fan diameter, including blades, mm (in.)	533 (21)	
Fan, kWm (HP)	2.2 (2.9)	1.3 (1.7)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)	

* Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).

Operation Requirements

Air Requirements	60 Hz	50 Hz
Radiator-cooled cooling air, m ³ /min. (scfm) †	136 (4800)	113 (4000)
Combustion air, m ³ /min. (cfm)	5.2 (185)	4.4 (155)
Heat rejected to ambient air:		
Engine, kW (Btu/min.)	30.9 (1760)	26.5 (1510)
Alternator, kW (Btu/min.)	7.7 (440)	6.9 (390)

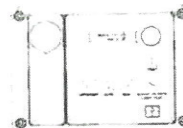
† Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption ‡	60 Hz	50 Hz
Natural Gas, m³/hr. (cfh) at % load	Standby Ratings	
100%	27.6 (975)	22.9 (810)
75%	21.8 (770)	16.9 (600)
50%	15.1 (533)	11.4 (402)
25%	8.3 (292)	6.3 (221)
LP Gas, m³/hr. (cfh) at % load	Standby Ratings	
100%	11.6 (410)	10.3 (365)
75%	9.3 (330)	6.5 (229)
50%	6.0 (213)	4.8 (168)
25%	3.9 (78)	3.0 (107)

‡ Nominal fuel rating: Natural gas, 37 MJ/m³ (1000 Btu/ft.³)

LP vapor conversion factors:
 8.58 ft.³ = 1 lb.
 0.535 m³ = 1 kg.
 36.39 ft.³ = 1 gal.

Controllers



Decision-Maker[®] 3000 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus[®] protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-100 for additional controller features and accessories.

Standard Features

- Alternator Protection
- Battery Rack and Cables
- Electronic, Isochronous Governor
- **Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)**
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature

Available Options

Approvals and Listings

- CSA Approval
- IBC Seismic Certification
- UL 2200 Listing

Enclosed Unit

- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)

Open Unit

- Exhaust Silencer, Critical (kit: PA-352663)
- Flexible Exhaust Connector, Stainless Steel

Fuel System

- Dual Fuel NG/LPG (automatic changeover)
- Flexible Fuel Line**
(required when the generator set skid is spring mounted)

Controller

- Common Fault Relay
- Input/Output Module
- Remote Annunciator Panel
- Remote Emergency Stop
- Run Relay
- Manual Speed Adjust

Cooling System

- Block Heater, 1500 W, 110-120 V
Required for ambient temperatures below 10°C (50°F)
- Block Heater, 1800 W, 110-120 V
- Block Heater, 2000 W, 190-240 V
Recommended for ambient temperatures below 10°C (50°F)
- Radiator Duct Flange

Electrical System

- Alternator Strip Heater
- Battery
- Battery Charger
- Battery Charger Temperature Compensation
- Battery Heater
- Line Circuit Breaker (NEMA1 enclosure)
- Line Circuit Breaker with Shunt Trip (NEMA1 enclosure)

Miscellaneous

- Air Cleaner Restrictor Indicator
- Certified Test Report
- Engine Fluids (oil and coolant) Added
- Rated Power Factor Testing
- Rodent Guards
- Open Unit Accessory Kit**
(stone guards, radiator duct flange, flexible exhaust)

Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

Warranty

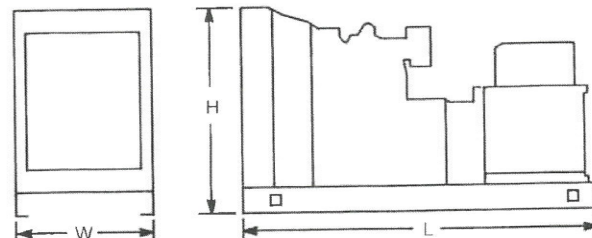
- 2-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Comprehensive Limited Warranty

Other Options

- _____
- _____
- _____
- _____
- _____
- _____
- _____

Dimensions and Weights

Overall Size, L x W x H, mm (in.):	
Wide Skid	2200 x 1040 x 1172 (86.6 x 40.9 x 46.1)
Narrow Skid	2200 x 864 x 1172 (86.6 x 34.0 x 46.1)
Weight (radiator model), wet, kg (lb.):	755 (1665)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:



**Town of Raymond, New Hampshire
Department of Public Works
Request for Proposals**

Safety Complex Generator System 2022

Introduction

The Town of Raymond, NH is soliciting proposals from Contractors interested in providing a generator system to the Safety Complex at 1 Scribner Road in Raymond, NH.

Interested Contractors shall provide the Town with written proposals outlining the firm's experience, references, equipment to be used and proposed schedule. The proposal shall also include a fully completed and executed BID FORM.

When submitting bid package please ensure that the Bid Sheet is the first page in the submittal. All proposals must be provided in hard copy enclosed within a sealed envelope and clearly labeled **"2022 Safety Complex Generator System"** by the deadline noted below:

Deadline for receipt of proposals is **3:00 p.m. Thursday, June 23, 2022**

Please Submit Bids to:
BOS Executive Assistant
4 Epping Street
Raymond NH 03077
603.895.7036
sgrella@raymondnh.gov

For Inquiries Contact:
Jason Desrochers
Department of Public Works
4 Epping Street
Raymond NH 03077
603.244.8002
jdesrochers@raymondnh.gov

The Town of Raymond reserves the right to contract with the Bidder that has been determined to be in the best interest of the Town after full consideration of cost, schedule, and overall value. The Town also reserves the right to reject any or all Bids.

Read Important Bidder Information

Important Bidder Information

Contractors are requested to plan to visit the job sites and/or review the scope of work with the DPW Director or Building Foreman prior to bidding.

Each **Bid shall be submitted on the Bid Form** furnished by the Town of Raymond and attached to this Request for Proposals package. Proposals not submitted on the Bid Form will not be accepted.

The following will become a part of the Agreement for Services with the selected Contractor:

Scope of Work:

1. Confirm functionality and condition of load side feeders (connection between ATS and breaker panel) replace if required
2. Remove existing generator system
3. Route new wiring as necessary to serve the proposed generator system
4. Install new generator system (complete system) per manufacturer's requirements and recommendations
5. Connect gas supply, contractor to supply all necessary fittings and materials
6. New underground feeders from generator to ATS
7. Test system to confirm proper operation
8. Train Town of Raymond staff on proper operation
9. Provide two Manufacturer's copies of Owner's Manual and Operation Manual of both Transfer Switch and Generator.

Generator System Specifications:

Approximate 60 KW \pm 5 kW, 120/208v three-phase, 60 HZ, LP Gas, generator system with one 200a line breaker, block heater, environmental and sound enclosure, emergency stop button, battery and on-board battery maintainer.

Placement: one precast generator pad and site work as required.

New Transfer Switch: 2 wire start capabilities, adjustable exercise frequency, system monitoring.

Electrical components; new u.g. wiring from new generator to new transfer switch, conduits/conductors for battery charger circuit block heater circuit, and control wiring from building to generator.

Design Considerations:

Generator will be relocated from inside to outside, approximately 20' from the building

Exterior preformed concrete pad: Install on the new preformed concrete pad as per manufacturer recommendations

Propane hook-up: New generator will be connected to the existing propane tanks that are currently located approximately 20' from the proposed site of the new generator.

Labor and Equipment Needed:

Provide qualified trained staff and all equipment, tools, parts, fasteners, splice kits, connection kits, attachment accessories, adhesives, and associated materials to affect a proper, successful and efficient installation of the proposed generator system. Equipment includes whatever mechanical lift equipment that the contractor may require to complete the work.

Sequence of Work:

1. This construction activity will be occurring in and around active police, ambulance, and fire operations. Full coordination and cooperation with these first responder entities is essential. Daily meetings at the start of work will be required.
2. Remove existing generator system; Properly terminate any circuits that will not be used
3. Confirm functionality of the existing wire and circuits for reuse for the proposed generator system
4. Installation of generator system
5. Clean-up at the end of each day

Contractor Post Installation Obligations:

Contractor to make two site visits during the early winter season, with designated Town representative, to inspect and verify proper operation of the system. Dates of inspections to be coordinated with winter conditions to verify proper operation and functionality of the system.

Guarantee:

All work to be guaranteed for one year from date of successful final test.

Qualification of Bidder:

The owner shall make such investigations as deemed necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the owner all such information data for this purpose as the owner may request. No award will be made to any bidder who cannot meet all the following requirements:

- a. They shall not have defaulted on any contract within three years prior to the bid date.
- b. They shall maintain a permanent place of business.
- c. They shall have adequate properly trained personnel, equipment, and materials to perform the work expeditiously.
- d. They shall have suitable financial status to meet all obligations incident to all aspects of the work of this contract.
- e. They shall have appropriate technical experience in the class of work involved.
- f. They shall be registered with the Secretary of State of New Hampshire to do business in New Hampshire and be in good standing.
- g. They shall not have failed to perform satisfactorily on contracts of a similar nature.
- h. They shall not have failed to complete previous contracts on time.
- i. They shall have a minimum of five (5) years' experience as a business.
- j. They shall have completed a minimum of three (3) similar projects.

The Town of Raymond reserves the right to reject any bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Invoicing for work performed:

1. The method of invoicing will be established in the award letter.
2. The Contractor will not be compensated for:
 - Time consumed addressing equipment issues
 - Time demobilizing due to weather conditions
 - Time associated with re-working due to issues within the control of the Contractor such as faulty equipment, unskilled equipment operators or Contractor decisions to proceed with operations during questionable weather conditions
3. All work shall be invoiced to the Town of Raymond Attn: Stacey Grella, Dept. of Public Works

Safety:

All activities under this Contract shall be executed in accordance with all applicable Federal, State and Local safety regulations. All workers of the selected Contractor shall be properly trained in safe operation of tools and equipment assigned to them for their use and shall be provided with proper safety and protective gear.

Insurance:

The selected Contractor shall be required to maintain general liability and other insurance as is appropriate for the work being performed. Excess Liability, Automotive Liability, Protective Liability, and General Liability coverage shall be a minimum of \$2,000,000 each. The Town of Raymond shall be named as additional insured on the policy.

The contractor's insurance shall be primary in the event of a loss. The additional insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the Town of Raymond's general supervision of the contractor. Insurance certificates must be provided prior to commencement of the work.

BID FORM

PRICE FOR FULL AND COMPLETE SYSTEM AS SPECIFIED: \$ _____
[ALL MATERIALS AND INCIDENTAL ITEMS]

PRICE FOR LABOR: \$ _____

PRICE FOR EQUIPMENT RENTAL PER DAY (\$_____) TOTAL: \$ _____

TOTAL FOR ALL LABOR, EQUIPMENT AND MATERIALS: \$ _____

BIDDER RESPONSES REQUIRED FOR EACH OF THE FOLLOWING QUESTIONS:

1. IN YOUR OPINION, IS THERE SUFFICIENT OVERALL SYSTEM VOLTAGE PROVIDED TO THE SAFETY COMPLEX TO OPERATE THE PROPOSED GENERATOR SYSTEM WITHOUT IMPACTING OTHER EQUIPMENT OR FACILITIES?

2. IN YOUR OPINION, ARE THE EXISTING WIRES, CIRCUITS AND OTHER ELEMENTS OF THE ELECTRICAL SYSTEM APPROPRIATE FOR THE INSTALLATION OF THE PROPOSED GENERATOR SYSTEM?

3. IDENTIFY ANY CHALLENGING WIRING AND/OR INSTALLATION ISSUES:

4. IDENTIFY ANY ISSUES WITH THE SPECIFIED SYSTEM SUCH AS;
 TYPE AND MODEL OF GENERATOR
 TYPE AND RATING OF 200A LINE BREAKER
 TYPE AND CONFIGURATION OF INSTALLATION
 TYPE AND LOCATION OF GENERATOR SYSTEM

5. PROVIDE ANY RECOMMENDATIONS REGARDING THIS SYSTEM AND / OR ITS INSTALLATION:

SUBMITTED BY: _____
 AUTHORIZED REPRESENTATIVE OR OWNER DATE

ADDRESS: _____

PHONE NUMBER: _____



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY

Division of Homeland Security and Emergency Management

www.nh.gov/hsem



Robert M. Buxton
Director
Megan A. Hoskins
Assistant Director

June 20, 2024

Chief Paul Hammond
Town of Raymond
1 Scribner Rd
Raymond, NH 03077

Dear Chief Hammond,

The New Hampshire Department of Safety, Homeland Security and Emergency Management (HSEM) is pleased to provide your community with an Emergency Management Performance Grant (EMPG). The amount of the Federal portion of this grant is \$29,000.00 for the Town of Raymond. This amount represents a maximum of 50% of approved eligible activities, as outlined in Exhibit B of your Grant Agreement. The remaining 50% match is to be supplied by you, the Subrecipient, as outlined in Exhibit C. I am enclosing a fully executed copy of the Grant Agreement for your file.

The first **Quarterly Report** will need to be completed and submitted prior to July 15, 2024 for this current quarter (April 1 to June 30). The Quarterly Report form can be completed online at [EMPG Quarterly Reporting Form – Homeland Security Emergency Management \(nh.gov\)](#). Quarterly reports are an important way for us to monitor the progress of your project. Subsequent reports are to be submitted within 15 days after the end of each quarter until the project is complete. *Failure to submit your reports on time can result in loss of funding for projects and future grant awards.*

Your community is also required to fill out Federal Funding Accountability and Transparency Act (FFATA) report **within 14 days of receipt of this award**. The FFATA report can be found online at [Federal Funding Accountability and Transparency Act \(FFATA\) – Homeland Security Emergency Management \(nh.gov\)](#).

Your community has been identified as a **Low Risk** Subrecipient. Therefore, no additional reporting than that which has been outlined within this letter and within the EMPG Grant Guidance is required.

You will need to refer to this identifier: **Low Risk** when completing Quarterly Progress Reports. In accordance with your grant agreement, you agreed to comply with all reporting and monitoring activities that are required through this grant award. *Failure to comply can limit or prohibit future funding opportunities.*

In accordance with your grant agreement, your project is required to be completed and invoices need to be dated on or before August 31, 2025; all requests for reimbursement/payment need to be made by September 15, 2025. Requests for reimbursement/payment must be submitted on your community's letterhead and should include copies of invoices/bills, cancelled checks or copies of expense ledgers (if applicable) and submitted on the HSEM Resource Center:
[EMPG Reimbursement Request Form – Homeland Security Emergency Management \(nh.gov\)](#).

Please note any **changes in the original scope of work** must have prior approval; please be sure to complete a Grant Change Request Form found on the HSEM Resource Center at [Change Request Form – Homeland Security Emergency Management \(nh.gov\)](#) well in advance of the grant's expiration date to allow for adequate review and approval, if allowable.

Lastly, a **Final Expenditure and Performance Report** will need to be completed when your project is complete and all expenses in connection with this project are captured. The Final Performance and Expenditure Report can be completed online at: [Final Performance and Expenditure Form – Homeland Security Emergency Management \(nh.gov\)](#). ***This form needs to be returned to this office no later than September 30, 2025.***

For your convenience, all of these forms can be found on our website at: [EMPG Grant Resources and Information: – Homeland Security Emergency Management \(nh.gov\)](#).

With the acceptance of this Federal money, you are required to maintain financial records, supporting documents and all other pertinent records for a period of three (3) years.

If you have any questions concerning this grant, payment of it or about any of the required forms, please contact me at (603) 223-3606 or at NHEMPG.program@dos.nh.gov.

Thank you for your dedication and commitment to emergency management.

Sincerely,



Sheila M. Dupere
EMPG Program Coordinator

Enclosures

cc: Elizabeth Curless, Stakeholder Liaison
Taylor Johnson, Stakeholder Liaison

Town Second Session

March 9, 2021

Article 33 Establish an Emergency Management Revitalization Capital Reserve Fund:

To see if the Town of Raymond will vote to establish an Emergency Management Revitalization Capital Reserve Fund under the provisions of RSA 35:1-c for the purpose of funding shortfalls in the town's Emergency Management capabilities and provide funding to enhance the town's capabilities to achieve National Incident Management Command and Control capabilities and support the effectiveness of the town's Emergency Response and to raise and appropriate the sum of Three Hundred Twenty Thousand Dollars (\$320,000) to be placed in this fund. This sum is to come from the unassigned fund balance and no amount will be raised through future taxation. Further, to name the Board of Selectmen as agents to expend from said fund. (Majority Vote Required)

Recommended by the Board of Selectmen
Recommended by the Budget Committee
Estimated 2021 Tax Impact: \$0.000

YES 750 NO 410




Board of Selectmen Approval

I move to Accept and Approve the appointment of Bob McDonald to the CIP Committee for the Town of Raymond


Date: 7/11/24

Motion Made by: Doug V Second to the Motion By: Anthony

Approvals:

Selectman: 
Patricia Bridgeo, Board Chair

Selectman: 
Rani Merryman, Board Vice Chair

Selectman:  7/11/24
Doug Vogel, Board Member

Selectman: 
Tom Dagle, Board Member

Selectman: 
Anthony Clements, Board Member



Board of Selectmen Vote to Accept Funds

I move to accept the donated funds for the: ___4th of July Parade_____

Funds donated by and amounts:

Raymond Chiropractic	Amount Donated: \$50.00
Raymond Area Rotary Club	Amount Donated: \$250.00
Hometown Hardware (Ace/Ben Franklin)	Amount Donated: \$50.00

Date: 7/1/2024

Motion Made by: Rani Second to the Motion By: Doug

Approvals:

Selectman: [Signature]
Patricia Bridgeo, Board Chair

Selectman: [Signature]
Dawn Merryman, Board Vice Chair

Selectman: [Signature] 7-1-24
Anthony Clements, Board Member

Selectman: _____
Tom Daigle, Board Member

Selectman: [Signature] 7/1/24
Doug Vogel, Board Member

**TOWN OF RAYMOND
SECOND SESSION MINUTES
MARCH 12, 2024**

Article 29– Stormwater Planning Project (CWSRF Loan):

Shall the Town vote to raise and appropriate the sum of One Hundred Thousand Dollars (\$100,000) for the purpose of stormwater planning work relative to management of the municipal storm drain system in accordance with the 2017 NH Small MS4 General Permit, and to authorize the issuance of not more than \$100,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33, as amended); to authorize the Board of Selectmen to issue and negotiate such bonds or notes and to determine the rate of interest thereon, and to further authorize the Board of Selectmen to offset a portion of said appropriation by applying for and accepting a Clean Water State Revolving Fund (CWSRF) loan, it being understood that repayment of the loan may include up to 100% principal forgiveness and to allow the Board of Selectmen as applicable to expend such monies as they become available and pass any vote relating thereto. Requires a 3/5 ballot vote.

Recommended by the Board of Selectmen

Recommended by the Budget Committee

No additional 2024 Tax Impact

YES 876* NO 374 *ARTICLE NEEDS 750 VOTES TO PASS*

Designation of Authorities for Clean Water SRF Loan

WHEREAS,

the Town of Raymond

(Legal Name of Applicant)

after thorough consideration of the nature of its water pollution problem, hereby determines that the construction of certain works, generally described as:

Development of a Phosphorus Control Plan and a Preliminary Watershed Based Plan for Governors Lake, in part to meet 2017 NH MS4 Permit Requirements.

(the Project) is desirable and in the public interest, and to that end it is desired to apply for assistance from the State Revolving Fund (SRF); and

WHEREAS, the Applicant has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Wq 500, which relate to loans from the Clean Water State Revolving Fund, and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY

the Raymond Board of Selectmen

the governing body or Board of Directors of said Applicant, as follows:

1. That the person holding the position of Town Manager (Title) currently held by, Kenneth Robichaud (Name) is hereby designated as the Authorized Representative of the Applicant for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Wq 500, furnishing such information, data, and documents pertaining to the Applicant for a loan as may be required;
2. That if such loan be made, the following position(s), currently held by the following individual(s), is/are the Authorized Representative(s) of the Applicant for the purpose of signing any documents pertaining to the disbursement of funds to the loan recipient.

Position Title	Name
Town Manager	Kenneth Robichaud

3. That if such loan be made, the Applicant agrees to repay the loan as stipulated in the loan agreement.
4. That a certified copy of this resolution be included as part of the application to be submitted for a loan.
5. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the Applicant to the terms and conditions of the loan.

Position Title	Name
Town Manager	Kenneth Robichaud

6. That if such loan be made, the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

VOTED:

Vote will take place on July 1, 2024 and this document will be re-certified on July 2, 2024.

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

Date:

7/1/2024

ATTEST:



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

ARLENE QUARATIELLO,)	
)	
Plaintiff,)	
)	
vs.)	Civil Action No.:1:23-cv-00482-AJ
)	
TOWN OF RAYMOND, DUDLEY TUCKER)	
LIBRARY, VALERIE MOORE, trustee of Dudley)	
Tucker Library, in her individual capacity as trustee)	
and in her individual capacity, JILL GALUS,)	
trustee of Dudley Tucker Library, in her)	
official capacity and in her individual capacity,)	
SABRINA MALTBY, former trustee of Dudley)	
Tucker Library, in her individual capacity,)	
KIRSTEN A. RUNDQUIST CORBETT, director)	
of the Dudley Tucker Library, in her)	
official and individual capacities,)	
)	
Defendants.)	
)	

CONSENT ORDER

Stipulation of Agreed Facts

The Town of Raymond, Dudley-Tucker Library and Arlene Quaratiello hereby stipulate to the following agreed facts:

1. Arlene Quaratiello is a member of the New Hampshire House of Representatives, representing the district Rockingham 18, and serves on the House Education Committee. On December 12, 2022, she began a full-time position of employment as the Assistant Library Director of the Dudley-Tucker Library.
2. On January 16, 2023, Quaratiello sent an email to the Atkinson/Plaistow branch of the Republican Party urging Republicans to run for elected positions as library trustees in Plaistow or Atkinson and to present conservative positions on such issues. This email was

sent from Quaratiello's personal email account and was not sent during work hours or in her official capacity.

3. On February 27, 2023, Quaratiello sent a letter to the local newspaper, the Carriage Towne News, a paper published in Kingston, New Hampshire. That letter endorsed two conservative candidates for the trustee role at the Kimball Library in Atkinson, where Quaratiello serves as a New Hampshire Representative, and was not sent during work hours or in her official capacity.
4. On the morning of Wednesday, April 5, 2023, Quaratiello was called to meet with then Library Trustee Valerie Moore, Library Director Kirsten Rundquist Corbett, and then Town Manager Ernest Creveling. They informed her that she was being terminated from employment.
5. Quaratiello was immediately provided a termination letter at the meeting, dated April 4, 2023, stating, in part, that she was terminated "because of [her] lack of separation of personal/political values and agendas from DTL policies, procedures, and occurrences" and because she was "not able to maintain the separation between personal and Library tenets."
6. The basis set forth in the letter for Quaratiello's termination was because she engaged in off duty, public, expressive, political activity, outside the scope of her employment with the Library.
7. After her termination, Quaratiello was subsequently restored to her employment, effective April 25, 2023, and paid for the time between her termination and reinstatement, but without any concession or admission of wrongdoing.

8. The Dudley-Tucker Library regrets its conduct toward Quaratiello and the violation of Plaintiff Quaratiello's constitutional rights, and will remind, in writing, all personnel to refrain from engaging in disciplinary activity that punishes the First Amendment activities of employees. The Dudley-Tucker Library and Town of Raymond will take any other actions reasonably necessary to ensure this type of constitutional violation does not occur again.
9. The parties agree that public employees have the right to support and campaign for parties of their choice and to support and campaign for the candidates and issues of their choice, when acting outside the scope of their employment and without using public resources.

Consent Injunction

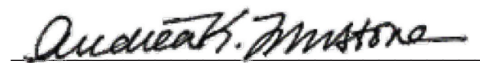
The Dudley-Tucker Library, Town of Raymond, and Quaratiello consent to the following as part of the parties' agreement to settle and dismiss this case. Accordingly, IT IS HEREBY ORDERED THAT:

- (A) Pursuant to the declaratory judgment statute, 28 U.S.C. § 2201, it is DECLARED that the actions of the Dudley-Tucker Library, and Town of Raymond, their officers, employees, and agents, in terminating Plaintiff Quaratiello for her political activity constituted a violation of her First Amendment rights.
- (B) Pursuant to Federal Rule of Civil Procedure ("Rule") 65(d), the Dudley-Tucker Library, and Town of Raymond, their officers, successors in office, employees, and agents are ORDERED to expunge any documents related to Quaratiello's termination, reinstatement, or otherwise related the incidents described in the Complainant.
- (C) Pursuant to Rule 65(d), the Dudley-Tucker Library, and Town of Raymond, their officers, successors in office, employees, and agents are ENJOINED from disciplining Plaintiff

Quaratiello or other similarly situated employees for off-duty political speech and activity that does not occur using Library resources or time. Specifically, Plaintiff Quaratiello and other such employees will not be punished in the future for off-duty political activity, so long as it does not occur during Library time, using Library resources, or specifically relying on their identity as an employee of Dudley Tucker Library.

- (D) The Dudley-Tucker Library shall reiterate to all employees that Library policy cannot and does not prohibit employees from engaging in off-duty, constitutionally-protected political activity.
- (E) An additional section shall be added to the employee handbook or training documents, in a location or section appropriate, that briefly acknowledges the constitutional right of employees to engage in off-duty political activity that occurs outside the scope of their employment.
- (F) Quaratiello will file a stipulation of dismissal of this litigation against all Defendants.
- (G) ~~This Court retains jurisdiction to enforce the terms of this Consent Order.~~

SO ORDERED, this 10th day of June, 2024.



Andrea K. Johnstone
United States Magistrate Judge

Conduct of Employees

Employee Free Speech and Freedom of Expression-

The Town of Raymond supports all employees' rights to the First Amendment of Free Speech.

In addition, every employee has the right under NH RSA 98-E:1 Freedom of Expression. Notwithstanding any other rule or order to the contrary, a person employed as a public employee in any capacity shall have a full right to publicly discuss and give opinions as an individual on all matters concerning any government entity and its policies. It is the intention of this chapter to balance the rights of expression of the employee with the need of the employer to protect legitimate confidential records, communications, and proceedings. No person shall interfere in any way with the right of freedom of speech, full criticism, or disclosure by any public employee.

*The freedom of speech and expression should only be provided outside of the employee's workplace and not while on the employer's time.

Under NH RSA 98-E:4 Employees' Remedies.

A public employee may seek injunctive relief or maintain a civil action, or both, to recover damages for violation of this chapter in any court of competent jurisdiction by bench or jury trial.

If the public employee prevails, in addition to damages the court may allow the costs of the action and such attorney's fees as it finds to be reasonable to be paid by the defendant employer.

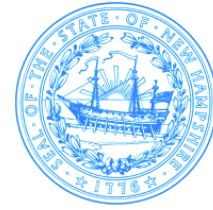
This chapter shall not alter or impair the rights of any person under a collective bargaining agreement or affect any other right or remedy provided in law.

Whistle Blowers' Protection

Employees have a right to work in an environment that is free from retaliation, harassment or discrimination resulting from reports made in good faith about violations of federal, state or local laws pursuant to the provisions of RSA 275-E.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 15, 2024

Stacey Grella, Director
Radmond Public Works Department
4 Epping Street
Raymond, NH 03077

Subject: Town of Raymond: NHDES Site Visit on March 29, 2024

Dear Stacey,

At the request of the town of Raymond (town), the New Hampshire Department of Environmental Services (NHDES) conducted a site visit on March 29, 2024, to determine allowable activities at Riverside Park. The subject property received a grant from the Water Supply Land Grant Program for \$25,125 on February 22, 2001 to purchase two parcels of land, totaling 45.22 acres to protect land that is located in a source water protection area of the town of Raymond's drinking water supply.

The town asked NHDES if drainage improvements were allowed on the main trail going through the property. Areas of the trail become flooded and drainage on the trail is creating erosion. It was also stated that the trails can get icy and be a safety hazard. Additionally, a resident of the town attending the site visit stated that the Riverside Park Committee wants to replace the existing horseshoe pit with a pickleball court constructed of pervious pavement.

NHDES reviewed the deed for the property and has determined that outdoor recreation is an allowable use of the property. While NHDES does not have a formal definition of outdoor recreation, in the context of land being managed for water supply protection, outdoor recreation typically refers to leisure activities done in natural settings. Examples include hiking, hunting, fishing, walking, snowshoeing, snowmobiling (under certain conditions), mountain biking and wildlife viewing. It does not typically involve the creation or building of playing courts (e.g. tennis courts, basketball courts, pickleball courts, etc.).

Trail creation, maintenance and improvement are allowed uses or activities on land being protected associated with sources of drinking water for public water systems. Applicable best management practices need to be implemented and all state and local permits must be obtained prior to initiating the work described above.

If you have questions about the contents of this letter, please contact me at Laura.M.Weit-Marcum@des.nh.gov or call me at (603) 271-2862.

Thank you for your efforts to protect water supply lands to support clean, safe drinking water for New Hampshire's residents.

Sincerely,

Laura M. Weit-Marcum, DWGTF Source Water Protection Grant Program Coordinator
NHDES Drinking Water and Groundwater Bureau

cc: Brandon Kernen, Administrator, Drinking Water and Groundwater Bureau, NHDES

6/24/2024

To: Raymond Board of Selectmen

Cc: Kevin Robichaud, Town Manager

Re: Riverside Park

Attached are the documents you requested for Riverside Park. As I mentioned at your recent meeting, I would like to work on three areas of the trails that need drainage repairs. They were shown in the pictures I provided to you.

If you feel that this is a good use of the funds that voters placed in the Riverside Park Maintenance Capital Reserve Fund, then I would research possible ways we can help this problem. I would get quotes from local vendors and work with the DPW & Parks department to ensure they were appropriate and satisfactory.

Riverside Park is a great asset for our town. Each week, I see more and more people visiting it. Our Parks department is understaffed and does not have the time to maintain the trails, the dog park, or the disc golf course. Presently volunteers are maintaining them.

If you feel this is a beneficial project, please let me know and I will proceed with my ideas. Before any work is scheduled, we will present the plan and costs for your approval.

Thank you for considering my request.

A handwritten signature in cursive script that reads "Kevin Woods".

Kevin Woods

25 Nancy Lane

Raymond, NH 03077

603-682-5348

Part Env-Ws 394 WATER SUPPLY LAND GRANT PROGRAM

Statutory Authority: RSA 486-A

Env-Ws 394.01 Purpose. The purpose of these rules is to establish procedures and standards for the application and award of grants to purchase land or conservation easements for land within the source water protection areas of active or proposed sources of public water supply for community or non-community, non-transient water systems to ensure the permanent protection of these critical drinking water resources.

Env-Ws 394.02 Definitions.

- (a) “Active” means, being subject to RSA 485 the NH Safe Drinking Water Act.
- (b) “Applicant” means an entity who is applying for a water supply land grant under this program.
- (c) “Community water system” means “community water system” as defined in RSA 485:1-a, I, namely “a public water system which serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents.”
- (d) “Conservation easement” means a perpetual conservation restriction as defined in RSA 477:45, I.
- (e) “Department” means the department of environmental services.
- (f) “Known contamination source” means a site(s) where contamination is known to exist as identified in the department’s geographic information system.
- (g) “Municipality” means a city, town, village district or precinct.
- (h) “Non-transient non-community water system” means “non-transient non-community water system” as defined in RSA 485:1-a, XI, namely “a system which is not a community water system and which serves the same 25 people, or more, over 6 months per year.”
- (i) “Potential contamination source” means “human activities or operations that pose a risk that regulated contaminants might be introduced into the environment in such quantities as to degrade the natural groundwater quality. The term includes those land uses listed in RSA 485-C:7, II.”
- (j) “Proposed source” means sites in the department’s geographic information system ground water hazard data layer.

(k) “Sanitary radius” means an area in the immediate vicinity of the well that is under legal control of water supplier and is maintained in a natural state so as to minimize the risk of groundwater contamination.

(l) “Source” means groundwater or surface water which contributes water to a well or surface water intake.

(m) “Source water protection area” means “source water protection area” as defined in RSA 486-A:2, namely “the area around a source of public drinking water, such as a well or surface water intake, through which water is likely to flow towards the source.”

(n) “Undeveloped” means forest, farm, or other land that has not been substantially altered from its natural state and contains no structures or alterations which would jeopardize water quality.

Env-Ws 394.03 Process for Obtaining Water Supply Land Grants. To obtain a water supply land grant the applicant shall follow the process described here:

- (a) Complete a project eligibility application in accordance with Env-Ws 394.07;
- (b) Submit the project eligibility application to the department in accordance with the eligibility cycles specified in Env-Ws 394.04;
- (c) Receive an eligibility determination from the department in accordance with Env-Ws 394.08;
- (d) If the project is eligible having completed (a) through (c) above or having chosen to forego (c) and to instead submit the eligibility and grant application at the same time the applicant shall:
 - (1) Complete a grant application in accordance with Env-Ws 394.10, which includes documentation of at least a 75% match with the criteria specified in Env-Ws 394.06; and
 - (2) Submit the grant application to the department in accordance with the application cycles specified in Env-Ws 394.09;
- (e) Receive notification from the department of project selection in accordance with Env-Ws 394.11;
- (f) If a project is selected for a grant, submit the following to the department prior to the grant being awarded:

(b) The land or conservation easement to be acquired, and any donation of interest in land to be used as match, is in the source water protection area(s) for an active or proposed source(s) of public drinking water for a community or non-transient non-community water system except for any small portions of land which extend beyond the source water protection area boundary which would be impractical to subdivide off;

(c) The land or conservation easement area to be acquired, and any donation of interest in land, that is being obtained for the protection of a surface water supply is within 5 miles of the intake on a river or in the case of reservoirs or lakes, 5 miles from the source being protected;

(d) The applicant's share of the project value or "match" meets the criteria specified in Env-Ws 394.06;

(e) The land or conservation easement area to be acquired, and any donation of interest in land to be used as match, is undeveloped land and free of known and potential contamination sources that are known to the applicant or identified in the department's geographic information system;

(f) The project eligibility application is approved by the local governing body, as defined in RSA 672:6, of the municipality applying for the grant, where the grantee is a municipality;

(g) The land or interest in land to be protected and any match land, is not already permanently protected and it is not currently owned by the applicant; and

(h) The land or interest in land to be protected will be held by a municipality.

Env-Ws 394.06 Match Criteria.

(a) The match shall equal at least 75% of the eligible water supply land protection costs which include the cost for the land or conservation easement and associated legal and transaction costs associated with the protection of the land or match properties.

(b) The match shall consist of one or more of the following:

(1) A municipal, state, or federal appropriation or other funds;

(2) A private cash donation;

(3) A donation, or partial donation, of an interest in land in one or more existing or proposed source water protection areas, providing the following conditions are met:

a. The land or conservation easement shall be held by a municipality;

d. Known or potential contamination sources identified by the department's geographic information system;

- (7) The total acreage of the parcel(s) and the area proposed for protection;
- (8) A description of how each of the eligibility criteria contained in Env-Ws 394.05 has been met;
- (9) A description of conservation values and uniqueness of the properties;
- (10) A signed and dated statement(s) from the landowner(s) stating the willingness to negotiate the acquisition of the properties;
- (11) The dated signature of the applicant or the applicant's authorized representative;
- (12) A description of the match authorized, received, or anticipated;
- (13) The value of the match, including the estimated assessed value of any interest in land that will be used as match;
- (14) The amount of funding sought from the department to acquire the property;
- (15) The type of transaction anticipated, either fee simple or easement;
- (16) The type of applicant, either a municipality or a section 501(c)(3) non-profit having a water supply principal mission; and
- (17) The identity of the owner of the land or easement that is acquired.

Env-Ws 394.08 Eligibility Determination

(a) The department shall determine whether a proposed grant project is eligible to warrant review of a grant application based upon fulfilling the eligibility requirements specified in Env-Ws 394.05.

(b) The department shall provide the applicant with a written determination of the applicant's eligibility within 30 calendar days of the eligibility cycle submission deadline.

(c) If the eligibility requirements specified in Env-Ws 394.05 are not met, the applicant may revise the eligibility application and resubmit it in a subsequent eligibility cycle.

- b. Acreage of land or interest in land being proposed as match;
 - c. Acreage of each separate ownership;
- (10) The following percentages:
- a. Percent of source water protection area that would be protected by the application;
 - b. Percent of source water protection area currently protected;
 - c. Percent of sanitary radius that would be protected by this application; and
 - d. Percent of sanitary radius currently protected;
- (11) A description of land use(s) within the source water protection area;
- (12) A description of proposed land use for the property and any donated interest in land to be used as match;
- (13) A description of conservation values for the property and any donated interest in land to be used as match, including:
- a. Watershed, floodplain, wetland, and water-quality protection value;
 - b. Public recreational uses, accessibility, and potential;
 - c. Significant scenic value;
 - d. Historic, cultural or archaeological value;
 - e. Geologic value;
 - f. Rare species value or “exemplary natural communities”, value as identified and contained in the New Hampshire Natural Heritage Inventory’s Geographic Information System data layer;
 - g. Length of undeveloped shoreline on pond, lake, stream, or navigable river;
 - h. Wildlife value and management potential;
 - i. Forestry value, management status, and acres of productive soils;

(5) A plan and a schedule for owning or controlling the entire sanitary radius area within 3 years if it is not currently protected and will not be protected as a result of obtaining the grant;

(6) Financial information including the following:

- a. Current use taxation status of the property and any donation of interest in land being used as match;
- b. Current assessed valuation of the property and any donation of interest in land being used as match;
- c. An estimated fair market value or ad valorem price for the property and any donation of interest in land being used as match;
- d. The price at which the landowner will sell the property;
- e. The estimated expense(s) being used as a match;

(7) A signed and dated statement by the landowner(s) that:

- a. Agrees not to sell or commit to sell the property covered by the application except to the applicant for 120 days; and
- b. Agrees to permit inspection, survey, and appraisal thereof within 120 days from the date of receipt of a copy of the application by the department;
- c. Specifies all liens and encumbrances on the property;

(8) A signed and dated statement that the applicant will comply with the conditions specified in RSA 486-A:7 II (a) through (e); and

(9) A stewardship program plan which addresses requirements contained in Env-Ws 394.17 for the property and any donated interest in land to be used for match.

(d) The price at which the landowner will sell the property and the statement of liens and encumbrances that is submitted in the application, in accordance with Env-Ws 394.10 (c) (6) and Env-Ws 394.10 (7) c, respectively, shall be:

- 1. Treated as confidential under the provisions of RSA 91-A:5, IV; and

e. For systems serving over 5000 people, 4 points;

(3) Values assigned based on the status of the water source shall be:

a. For sources that are proposed, 1 point; and

b. For sources that are active, 2 points;

(4) Values assigned based on the total percent of source water protection area that will be protected through ownership or easement, by the applicant or others, shall be:

a. For projects that result in the protection of less than 10% of the source water protection area, 0 points;

b. For projects that result in the protection of 10-20% of the source water protection area, 1 point;

c. For projects that result in the protection of 21-40% of the source water protection area, 2 points;

d. For projects that result in the protection of 41-60% of the source water protection area, 3 points; and

e. For projects that result in the protection of more than 60% of the source water protection area, 4 points;

(5) Values assigned based on the number of sources protected shall be:

a. For one source, 0 points;

b. For 2 sources, 1 point; and

c. For 3 or more sources, 2 points;

(6) Values assigned based on the acreage of land proposed for acquisition, which includes donations of interest in land and associated parcels for purchase shall be:

a. For projects containing less than 10 acres, 0 points;

b. For projects containing between 10-40 acres, 1 point;

c. For projects containing between 40-99 acres, 2 points;

(9) For river sources, values assigned based on the distance of the parcels proposed for acquisition, which includes donations of interests in land to be used as match, up gradient from the intake and within the watershed shall be:

- a. If any of the land is located within 0-400 feet of the intake, 2 points;
- b. If any of the land is located between 400-1000 feet from the intake, 1 point; and
- c. If any of the land is located beyond 1000 feet from the intake, 0 points;

(10) For pond, lake or impoundment sources, values assigned to properties based on the distance of the parcels proposed for acquisition, which includes donations of interests in land to be used as match, from the intake shall be:

- a. If any of the land is waterfront and within 1000 feet of the intake, 2 points;
- b. If any of the land is located between 1000-4000 feet from the intake, 1 point; and
- c. If any of the land is waterfront and is located beyond 4000 feet from the intake, 0 points.

(11) Values assigned based on the percentage of total project value, including cash and interests in land to be donated, that is to be provided as match by the applicant shall be:

- a. For a percentage of total project value of 75-85%, 1 point; and
- b. For a percentage of total project value of 85-100%, 2 points;

(12) One or more values assigned based on the water supply protection measures shall be:

- a. For sources for which a comprehensive source water protection program plan is being implemented, 1 point;
- b. For sources with source water protection area regulations in effect, 1 point;
- c. For sources with a source water protection area educational program in effect, 1 point;

Env-Ws 394.12 Environmental Site Assessment Requirements.

(a) The applicant shall conduct an environmental site assessment, if requested by the department, pursuant to (b) below, after the department notifies the applicant that the applicant's grant application has been selected and prior to the land transaction being completed.

(b) The applicant shall submit an environmental site assessment for properties to be protected, including match properties, which contain known or potential contamination sources identified in the department's geographic information system or if the site walk performed by the department or their agent in accordance with Env-Ws 394.11 (b) identifies known or potential sources of contamination.

(c) An environmental site assessment shall be performed by an environmental consultant, with at least 5 years experience in preparing site assessments.

(d) An environmental site assessment shall include the following:

- (1) A 50 year history of land usage;
- (2) A description of the site inspection;
- (3) A review of all waste site files for sites located within 1000 feet of the property;
- (4) A description of the waste site file review conducted, including the date of the review;
- (5) A description of the findings from any waste site files reviewed at the department for the property; and
- (6) An opinion by the consultant that there are no contamination concerns for the property and any interest in land donated for the match.

(e) The applicant shall submit the environmental site assessment to the department upon completion.

Env-Ws 394.13 Survey Requirements.

(a) The applicant shall obtain a property survey, if an accurate survey does not already exist, after the applicant receives notification from the department that the applicant's grant application has been selected and prior to the land transaction being completed.

- a. A title page with:
 - 1. The name and address of applicant;
 - 2. The location of the property; and
 - 3. The name of the appraiser;
- b. A table of contents;
- c. A letter of transmittal;
- d. Photograph(s) of subject property; and
- e. A statement of limiting assumptions and conditions under which the report value is made; and

(2) Factual data including:

- a. The purpose of the report including information about the estate appraised and the reason for the report;
- b. The date of field inspection of the subject property and a confirmation statement that the owner did or did not accompany the appraiser;
- c. A legal description of the subject property;
- d. Neighborhood analysis pertinent to the subject property to include, but not be limited to:
 - 1. Local economic data and trends;
 - 2. Real estate patterns and growth;
 - 3. Population; and
 - 4. Neighborhood amenities; and
- e. Property data to include, but not be limited to:
 - 1. Site description of quantity, quality and utilization of the following land-cover types:
 - a. Wetlands;

4. The current use status and history of uses for the subject property;
5. Past 10 years of market history of the subject property such as any offers to buy or sell, the condition and purpose of recent sales and general marketability of the subject property;
6. Assessed value and annual taxes for the latest year for subject property and a statement regarding anticipated tax rates; and
7. Current zoning of the subject property and possible changes that may influence its value.

(c) The analysis identified in Env-Ws 394.15 (b)(2)d above shall include:

(1) Highest and best use that can be legally made of the property for which there is a current market;

(2) Description and justification of highest and best use which is used within the analysis;

(3) A valuation which shall be:

a. Based on the highest and best use;

b. The basis for all subsequent analysis, comparisons, and conclusions;
and

c. Considered only for those uses for which the property is clearly adapted;

(4) Decisions regarding the following:

a. Selection and adjustment of market comparisons;

b. Propriety of improvements;

c. Present land use; and

d. Identification of functional and economic obsolescence;

- d. An allowance for vacancy and credit losses;
- e. An itemized estimate of total expenses including reserves for replacement;
- f. The capitalization of net income at the prevailing rate in the market for this type of property and location; and
- g. An explanation of the capitalization technique, method and rate used.

(g) The correlation and final estimate of value shall be the final step in the appraisal process and shall be a narrative correlation of the indications of value into a final estimate of value.

(h) The correlation and final estimate of value shall be performed in accordance with the following:

(1). When only one approach is used, the correlation shall serve as:

- a. A summary of the most pertinent data of that particular approach; and
- b. The appraiser's final conclusions of fair-market value.

(2). When correlating 2 or all 3 approach indications, the appraiser shall:

- a. Take into account the type of property in relation to the adequacy of the data processed in each approach; and
- b. Explain the strengths and weaknesses of each approach and influence the weight to be given each one;

(3). A final estimate shall be obtained by an examination of the spread between the minimum and maximum figures;

(4). The appraiser shall place the greatest emphasis on the approach, which most reliably reflects local thinking on marketability;

(5). Considerations tempering this estimate with any reliance placed on the other(s) shall be given; and

(6). A final estimate of value in a definite, unqualified statement shall be given;

(2) Partial acquisition, which, when only part of the ownership is acquired, shall have the highest and best use of both the proposed acquisition and the remainder of the property individually considered and described;

(3) Increases or decreases in the value of any property owned by the owner or a related person, not just contiguous property, resulting from the granting of a perpetual conservation restriction; and

(4) Conservation restrictions, where the highest and best use in the before and after condition shall be considered and described.

(5) Project influence on use shall be disregarded, such as any decrease or increase in the utility of the property prior to the appraisal caused by the project for which the property is being acquired, other than physical deterioration;

(6) The highest and best use shall be estimated as though a new or changing project were not there;

(7) If temporary or interim uses are imminent or very probable, temporary or interim uses shall be recognized and discussed; and

(8) Compatible multiple uses may occur and shall be identified and considered without pyramiding value.

Env-Ws 394.16 Title Examination Requirements.

(a) The applicant shall obtain a title examination after the applicant has received notification from the department that their grant application has been selected and before the land transaction occurs.

(b) The title examination shall be conducted for each property or interest in land that is protected or donated.

(c) The title examination shall be conducted according to the “New Hampshire Title Examination Standards” of the New Hampshire Bar Association, 1997 edition,

Env-Ws 394.17 Conservation Easement and Deed Language Requirements.

(a) The department shall review the form and content of each deed instrument to:

(1) Assure that the conservation purposes of RSA 486-A are upheld in perpetuity;

(d) All other customary rights and privileges of ownership shall be retained by the owner including the right to privacy and to carry out all regular agricultural and forestry practices that are not prohibited by the restrictions.

Env-Ws 394.18 Stewardship Requirements.

(a) The grantee shall be responsible for ongoing stewardship of each parcel of land or conservation easement acquired, including any donation of land or easement used as match.

(b) The grantee shall determine the financial and management implications of each parcel and establish that it has or can obtain funds to monitor and enforce the easement or manage the property.

(c) The grantee shall enforce the terms of any conservation easements acquired and assume the management of any land acquired to safeguard the drinking water source.

(d) The grantee shall:

(1) Provide baseline documentation report which describes, in writing and with photographs, the condition of the property(s) at the time of acquisition including water quality and quantity data which shall be submitted, prior to execution of the land transaction;

(2) Provide an annual property inspection that confirms that boundaries are being maintained and land is being appropriately protected according to the terms of the conservation easement and for the purpose of RSA 486-A;

(3) For conservation easements, contact landowners annually to inform the landowners of their obligations under the easement;

(4) Prepare and submit an annual stewardship report to the department, prior to January 31 of each year, which shall contain the following:

a. A description of the site inspection conducted;

b. A description of any physical changes to the property;

c. A description of any landowner contact conducted;

d. A description of any conditions which violate or may violate the intent of the ownership or the conservation easement; and

(c) The department shall review the request to determine whether to release the acquired land using all available hydrogeologic and treatment technology information.

(d) Lands shall be released if water quality standards as specified in Env-Ws 310 – Env-Ws 319 cannot be achieved through remediation or treatment.

(e) The department shall inform the grantee of the decision in writing within 90 days of receiving the request.

(f) The department shall provide the grantee with a payment schedule within 90 days of approving a release of lands.

Env-Ws 394.21 Waivers.

(a) The rules contained in this part are intended to apply to a variety of conditions and circumstances. It is recognized that strict compliance with all rules prescribed herein might not fit every conceivable situation.

(b) Applicants may request a waiver of specific rules outlined in this part in accordance with paragraph (c) below.

(c) All requests for waivers shall:

(1) Be submitted in writing to the department; and

(2) Include the following information:

a. A description of the grant request to which the waiver request relates;

b. A specific reference to the section of the rule for which a waiver is being sought;

c. A full explanation of why a waiver is necessary and demonstration of hardship caused if the rule is adhered to;

d. A full explanation of the alternatives for which a waiver is sought with backup data for support; and

e. A full explanation of how the alternatives for which a waiver is sought are consistent with the intent of RSA 486-A and would have a just result.

(d) The department shall approve a request for a waiver if it finds that the alternatives proposed are at least equivalent to the requirements contained in this part, and are adequate to ensure that the provisions of RSA 486-A are met.



TOWN OF RAYMOND

TOWN MANAGER

Town Offices

4 Epping Street

Raymond, New Hampshire 03077

January 2, 2001

Sherry Godlewski
Program Coordinator
NHDES/Water Division
6 Hazen Drive
PO Box 95
Concord, N.H. 03302-0095

Dear Sherry,

Enclosed please find the Town of Raymond's application for a NHDES Water Supply Land Grant Application and related additional information.

Also enclosed is a copy of the proposed 2001 Town Warrant, which will give the town the full amount to purchase the Cider Ferry Road property along with the Town's authority to accept and expend the funds once we receive them. This action was taken in March of 1993.

I hope that the enclosed information is sufficient. Please feel free to call me with any questions you might have with regards to this application.

Sincerely,

Richard C. Bates
Interim Town Manager



Post-it® Fax Note 7671		Date 12/12/01	# of pages ▶ 9
To Tracy Degnan	From Sherry Godlewski		
Co./Dept. RCCD	Co. NHDES		
Phone #	Phone # 271 0688		
Fax #	Fax #		

APPLICATION FOR LAND GRANT FUNDS
(pursuant to Env-Ws 394)

SUBMIT: ONE COMPLETED APPLICATION WITH SUPPORTING INFORMATION

TO: Sherry Godlewski, Program Coordinator
NHDES/Water Division
6 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

Note: Complete a separate Section Two form for each parcel to be protected including match properties.

If you have any questions, please contact the Water Supply Land Grant Program Coordinator, Sherry Godlewski at (603) 271-0688 or the Land Specialist at the Society for the Protection of New Hampshire Forests, Sylvia Bates at (603) 279-8890.

If any changes need to be made in the information submitted with the Eligibility Application, please attach a corrected version of the Eligibility Application.

•SECTION ONE

I. APPLICANT

Name: Town of Raymond Telephone: 603-895-4735
 Mailing Address: Town Office Building – 4 Epping Street
 City/Town: Raymond State: NH Zip: 03077

II. CONTACT PERSON

Name: Rick Bates, Interim Town Manager Telephone: 603-895-4735 ext 113
 Mailing Address: Town Office Building – 4 Epping Street
 City/Town: Raymond State: NH Zip: 03077
 E-mail: raytm@nh.ultranet.com Fax: 603-895-0903

III. Identification of the source of public drinking water that will be protected

US EPA Public Water Supply ID # 1971010
 US EPA Public Water Supply ID # for a Proposed Source NA

IV. PROTECTED AREA

- a. Approximate acreage of entire Source Water Protection Area (SWPA) 530 acres
- b. Total acres proposed for protection by this application 40 acres
- c. Total acres already protected within the SWPA 70 acres
- d. Acreage in SWPA that would be protected if application is successful 110 acres
(add lines b and c)
- e. Percentage of SWPA to be conserved if application is successful: 20.8 %
(divide line d by line a x 100)

V. SUPPORTING INFORMATION. Copies of all requested information are enclosed and labeled as such. The only exceptions include sections "e" & "f" which will follow prior to the finalization of the project.

- a. A USGS topographic map or DES drinking water resource map which identifies the applicable source water protection area(s), the sanitary radius, the property to be acquired with the grant, any match properties, any property owned or otherwise protected by the applicant, any other protected lands, and any protected land within the SWPA. **ENCLOSED**
- b. A tax map or other appropriate map, at a scale, which ensures that all details are legible, which identifies developed and undeveloped parcels within the source water protection area. **ENCLOSED**
- c. A description of the land uses within the entire source water protection area. **ENCLOSED**
- d. A property map of each parcel proposed for protection under this application, at a scale which ensures that all details are legible, which identifies all structures or land alterations, utilities and wells, roads or trails, gravel pits or disturbed areas, easements or rights-of-way, and the approximate areas of field, forest, wetlands and surface waters. **ENCLOSED**
- e. Baseline documentation of the current condition of the property at the time of acquisition (in accordance with Env-Ws 394.18). **TO FOLLOW**
- f. A Stewardship Program Plan (which addresses requirements contained in Env-Ws 394.14) for the property and any donated interest in land to be used as match, protected under this application. **TO FOLLOW**
- g. A description of the current source water protection and conservation measures in place for this source including educational programs, local land use regulations, and best management practices. **ENCLOSED**
- h. Any available hydrogeologic information about the existing or proposed SWPA, well, or reservoir. **ENCLOSED**
- i. Draft conservation easement, if this is the method of protection. **ENCLOSED**
- j. A copy of Source Water Protection Plan or Well Head Protection Plan if available. **ENCLOSED**
- k. Current use taxation status of the property and any donation of interest in land used as match. **ENCLOSED**

•SECTION TWO

Please complete a copy of this section for each parcel to be protected, including the match properties, and for each parcel owned by a different landowner. If any of the information that was submitted with the eligibility application has changed, please attach a corrected version.

Parcel Information

a. Owner

Name: RSL Layout & Design, Inc. _____ Telephone; (603) 895-3986 _____

Mailing Address: 32 Harriman Hill Road _____

City/Town: Raymond State: NH Zip: 03077

b. Acreage in this parcel proposed for protection: 39 acres

c. The price at which the landowner will sell the property \$78,789.00

d. The estimated expense(s) for land being used as match

e. **Provide detailed instructions on how to gain access to the property to view it:** Exit NH Route 101 at Exit 4 "Raymond" – Proceed North from Exit on Old Manchester Road approximately ½ mile; Take first left on to Scribner Road; take next right on to Cider Ferry Road; at end take left on to Water Department access drive. Drive due North on road onto subject property. Please note access past the Water Department access drive is restricted by gate.

f. **Describe proposed land uses for the property.** – The area will be developed as an active and passive recreation area. Ball fields will be developed in accordance with "Best Management Practices". The subject property abuts several other parcels of land already owned by the Town of Raymond (see Section V- d. Property Maps) This would bring the total acreage under town ownership and protected to 110 acres. These properties are centrally located in the community and are currently under recreation use. Once consolidated, the entire area will help to protect the town's aquifer and a large portion of river frontage by putting it into the Town's control. Current environmental conditions will be taken into consideration when developing the site design. Buildings will not be constructed on the subject properties with the possible exception of rain shelters or small equipment storage buildings. Applications of pesticides or fertilizers will be limited to those recommended as part of the overall stewardship plan and in accordance with "Best Management Practices". In all cases it is the intent of the town to continue with our attempts at being environmentally conscious and provide public access to resources in an acceptable manner.

g. Describe the property's conservation values:

- i. watershed, surface water, water quality protection value, length of undeveloped shoreline on pond, lake, stream, or navigable river, wetlands, riparian lands, floodplain:** This property's location within the Town's Water Systems Source Water Protection Area and close proximity to the Lamprey River offers very real value for water shed quality protection. The fact that it abuts the river enhances our ability to offer educational programs promoting source water protection and environmental programs, which goes hand in hand with our efforts to work with the State Department of Environmental Services in establishing best management practices for the entire site. The subject property has approximately 500' feet of river frontage. Part of the overall value of this parcel of land is the fact that while it abuts the river it also abuts several parcels of town owned land. This land also has significant river frontage. This purchase would bring the total contiguous river frontage owned by the town at this site to 4500'. The town of Raymond and Raymond School District own several other parcels of land with significant river frontage. See enclosed attachments.
- ii. wildlife and management potential, significant habitat, rare and threatened species:** There are no known rare or threatened species which currently share the subject property, however the purchase of this land will allow for the protection of a significant portion of the river's edge (5,000') thus protecting the habitat for many indigenous species.
- iii. forestry values, acres of productive forest soils, management potential:** Due to the prior use as a gravel pit there is limited existing or potential forestry value at this time. However with an active reclamation plan, areas currently of little value and poorly managed could become useful wooded areas serving as buffers and wildlife habitat. By working with appropriate State agencies an otherwise useless and unproductive parcel of land can be reclaimed and put into public use. The entire site will fall under the public domain and will be reclaimed as passive and active recreation area. An appropriate stewardship plan will be developed in conjunction with the DES and utilizing Best Management Practices to insure that reclamation of the former gravel pit will improve the long-range protection of valuable water resources and offer educational opportunities for the community by setting a good example for management of our valuable water resource.
- iv. agricultural values, acres of soils of prime or statewide significance:** The subject property has little to no agricultural values due to the removal of all significant organic material during the property's use as a gravel pit.
- v. geologic or "exemplary communities", rare species value:** None

vi. **recreational value, accessibility, boat launch, trails, potential:**

The subject property will have considerable value for recreational use upon it's consolidation with abutting properties currently being utilized for recreational use (see section V-d. Property Maps). Existing facilities on lot 37 consist of 2 little league fields, 1 soccer field and 1 multi-purpose field. The subject property will allow access to a previously purchased 24.6 acre parcel of land to be used buy the community as a Riverside Park (lot 46A). When purchased three years ago local scout troops began construction of a Riverside walkway. However this property is not accessible without crossing the 400' sanitary protective radius around the municipal water supply. The subject property will allow the Town to re-open Cider Ferry road as an access road to all areas designated for public use. It will also allow the Town to work with D.E.S. and develop additional recreational facilities in an environmentally acceptable manner in accordance with "Best Management Practices".

The Parks and Recreation Department is beginning a needs assessment and master planning process for the development of new additional facilities and programs in 2001. It is expected that this process will take nearly one year and will take into consideration the development of the subject property.

vii. **historical, cultural, archaeological values:** The subject property has no historical, cultural or archaeological values.

viii. **significant scenic views:** The property has no significant scenic views.

ix. **any other identified conservation value:**

In consolidation with abutting properties, this area adds to the overall conservation value of surrounding properties. The subject property will allow the Town to re-open Cider Ferry road as an access road to all areas designated for public use. It further removes vehicular and pedestrian traffic from the 400' sanitary protection zone by providing a new access road and parking established according to "Best Management Practices". It will also allow the Town to work with DES and develop additional recreational facilities in an environmentally acceptable manner in accordance with these practices. The intent of this acquisition is to acquire property critical to the protection source water protection area and allow the use under controlled conditions. The plan is to take an existing abused parcel of land that has been identified as a potential future contamination source, because of its past use as a gravel pit, and develop it in a way that will protect the municipal water supply. It will also demonstrate the town's willingness to lead by example in the education process.

CERTIFICATION STATEMENTS

LANDOWNER(S):

Based on the data and information submitted herein, I (we) agree not to sell or commit to sell the property covered by the application except to the applicant and to permit inspection, survey, and appraisal thereof within a period of 120 days from the date of receipt of a copy of the application by the department.

List of any and all liens and encumbrances on the property, including if the land is in current use:

Signed: *Richard S. Clark, PRES. RSL LAYOUT & DESIGN, INC* Date: 01-02-01
Landowner

Address: 32 HARRIMAN HILL ROAD Phone # 895-3986
RAYMOND, N.H. 03077-1510

Signed: _____ Date: _____
Landowner

Address: _____ Phone # _____

Note: This statement shall be deemed confidential under the provisions of RSA 91-A:5, IV shall not be disclosed to any party other than necessary department staff without the written consent of the applicant, until such time that the grant application has been selected for grant funding.

APPLICANT:

I agree to purchase land from a willing seller whose land is within the source water protection area of an active or proposed source of public drinking water supplying a community or non-transient, non-community water system; the land or conservation easement will be maintained in perpetuity so that no activities will take place which may diminish the water quality; activities such as hiking, hunting, or fishing will not be prohibited if the land is purchased in fee simple; and the grantee will provide required stewardship and submit an annual stewardship report to the department.

To the best of my knowledge, the data and information which I have submitted to qualify for the grant from the New Hampshire Department of Environmental Services are true and correct.

Signed: *William C. Bates* Date: 1/2/01
Applicant (or authorized agent)

●SECTION TWO

Please complete a copy of this section for each parcel to be protected, including the match properties, and for each parcel owned by a different landowner. If any of the information that was submitted with the eligibility application has changed, please attach a corrected version.

Parcel Information

a. Owner

Name: __R.S.L. Layout and Design__ Telephone; __603-895-3986__

Mailing Address: _____32 Harriman Hill Road_____

City/Town: __Raymond__ State: __NH__ Zip: __03077__

b. Acreage in this parcel proposed for protection: __0.74__ acres

c. The price at which the landowner will sell the property \$1.00

d. The estimated expense(s) for land being used as match _____

e. **Provide detailed instructions on how to gain access to the property to view it:** Exit NH Route 101 at Exit 4 "Raymond" – Proceed North from Exit on Old Manchester Road approximately ½ mile; Take first left on to Scribner Road; take next right on to Cider Ferry Road; at end take left on to Water Department access drive. Drive due North on road onto subject property.

f. **Describe proposed land uses for the property.** Because of its small size, this property is of little value however, when looked at in conjunction with the other much larger parcel its value is much more apparent. See the attached information.

g. **Describe the property's conservation values:** (attach separate page if necessary)

i. **watershed, surface water, water quality protection value, length of undeveloped shoreline on pond, lake, stream, or navigable river, wetlands, riparian lands, floodplain:** This property's located within the Town's Water Systems Source Water Protection Area and close proximity to the Lamprey River offers use real value for water shed and quality protection.

ii. **wildlife and management potential, significant habitat, rare and threatened species:** There are no know rare or threatened species which currently share the subject property

iii. **forestry values, acres of productive forest soils, management potential:**
Due to the prior use as a gravel pit there is limited existing or potential forestry value at this time.

iv. **agricultural values, acres of soils of prime or statewide significance:** The subject property has little to no agricultural values due to the removal of all significant organic material during the property's use as a gravel pit.

v. **geologic or "exemplary communities", rare species value:** None

- vi. **recreational value, accessibility, boat launch, trails, potential:**
The subject property has no access to any water but will have some value for recreational use upon it's consolidation with abutting properties being proposed for recreational use.
- vii. **historical, cultural, archaeological values:**
The subject property has no historical, cultural or archaeological values.
- viii. **significant scenic views:** Due to its small size the property has no significant scenic views.
- ix. **any other identified conservation value:**
In consolidation with abutting properties this relatively small are adds to the overall conservation value of surrounding properties.

CERTIFICATION STATEMENTS

LANDOWNER(S):

Based on the data and information submitted herein, I (we) agree not to sell or commit to sell the property covered by the application except to the applicant and to permit inspection, survey, and appraisal thereof within a period of 120 days from the date of receipt of a copy of the application by the department.

List of any and all liens and encumbrances on the property, including if the land is in current use:

Signed: Robert Stahl, PRES. RSL LAYOUT DESIGN, INC Date: 01-02-01
Landowner

Address: 32 HARRIMON HILL ROAD Phone # 895-3986
RAYMOND, NH. 03077-1510

Signed: _____ Date: _____
Landowner

Address: _____ Phone # _____

Note: This statement shall be deemed confidential under the provisions of RSA 91-A:5, IV shall not be disclosed to any party other than necessary department staff without the written consent of the applicant, until such time that the grant application has been selected for grant funding.

APPLICANT:

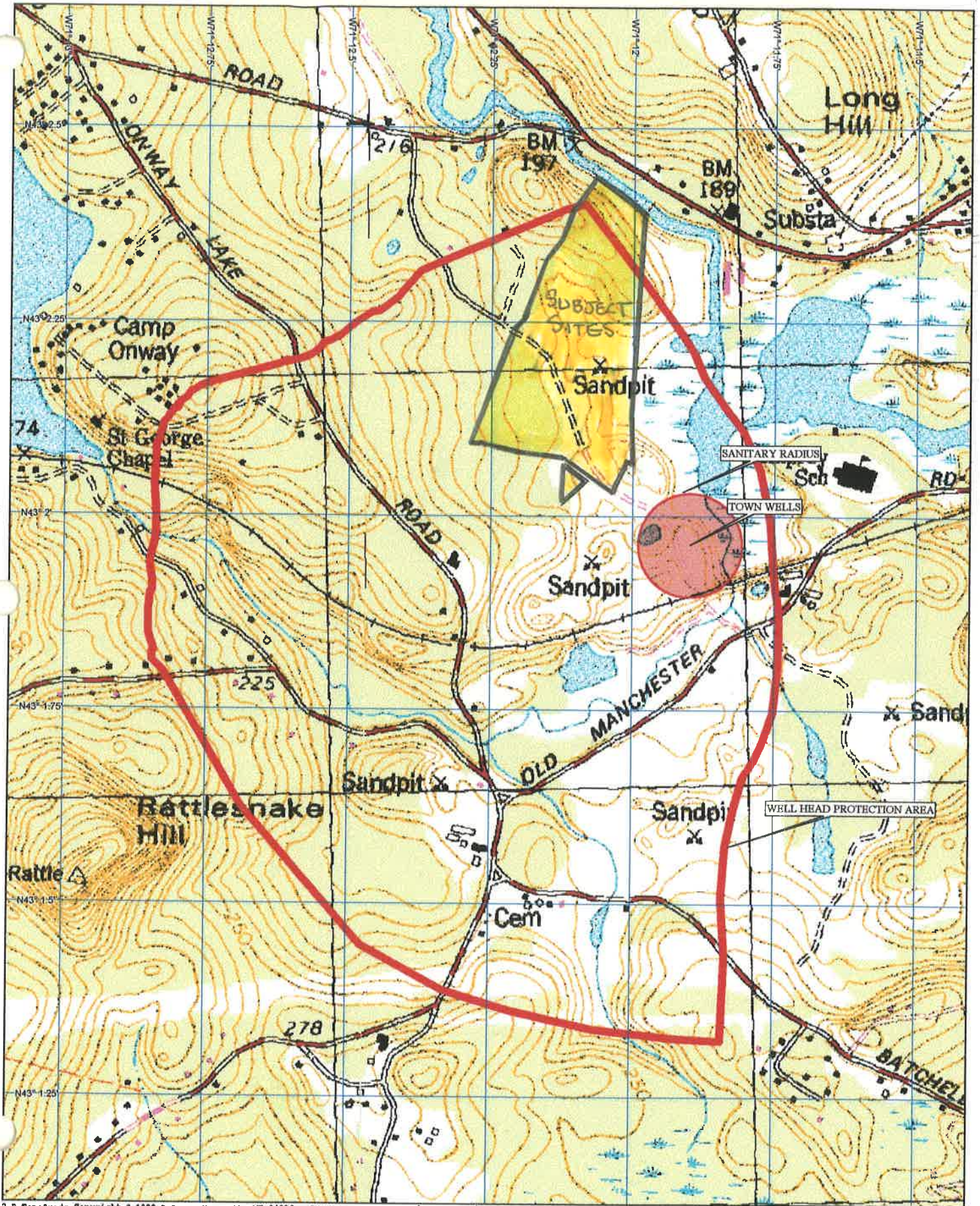
I agree to purchase land from a willing seller whose land is within the source water protection area of an active or proposed source of public drinking water supplying a community or non-transient, non-community water system; the land or conservation easement will be maintained in perpetuity so that no activities will take place which may diminish the water quality; activities such as hiking, hunting, or fishing will not be prohibited if the land is purchased in fee simple; and the grantee will provide required stewardship and submit an annual stewardship report to the department.

To the best of my knowledge, the data and information which I have submitted to qualify for the grant from the New Hampshire Department of Environmental Services are true and correct.

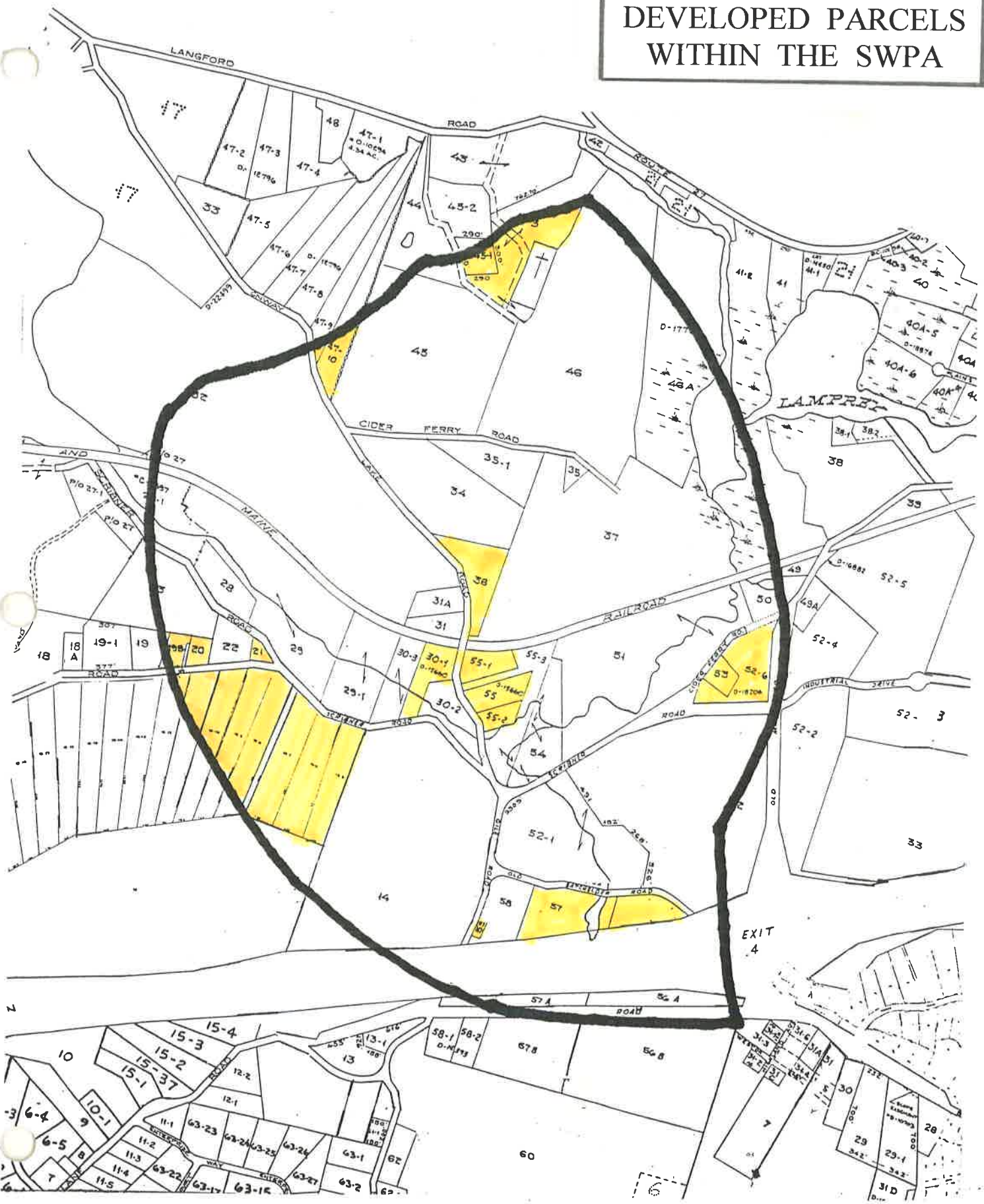
Signed: Robert Stahl Date: 1/2/01
Applicant (or authorized agent)

Supporting Information

SUBJECT PROPERTY



DEVELOPED PARCELS WITHIN THE SWPA



LAND USES WITHIN THE SWPA

The surface water protection area consists of a number of differing and mixed land uses from residential, to recreational to transportation. To simplify this matter existing land uses will be identified by lot number as reflected on the attached tax map cut plan.

RESIDENTIAL:	Lots 15-5, 15-6, 15-7, 15-8, 15-9, 15-10, 15-11, 15-12, 21, 22, 20, 45-1, 47-10, 36, 31A, 31, 55, 55-2, 30-1, 28, 57, 53,
RECREATION:	Lots 32, 34, 45, 37, Heritage Bike Trail(B&M railbed)
GRAVEL REMOVAL:	Lots 46,46A, 14, 35
TRANSPORTATION:	Route 101, Scribner Road, Batchelder Road, Onway Lake Road, Cider Ferry Road, Old Manchester Road
WOOD LANDS/FIELDS:	52-1,52, 51,50, 14,
MUNICIPAL:	52,

Stewardship Plan

The Town of Raymond recognizes the importance of developing a stewardship plan and stands ready to work with the New Hampshire Department of Environmental Protection in developing a plan that will allow appropriate use of the land while protecting the environment. One of the primary goals for the purchase of this property and the adjacent property (lot 46-A purchased in 1997) is the protection of our valuable water sources in the form of the aquifer that supplies the municipal water supply and the Lamprey River that runs through the center of Town.

Our secondary goal is to reclaim this abandoned sand and gravel pit by utilizing "Best Management Practices" to enable us to expand our recreational use of the land for active and passive recreation in an environmentally safe way. The finalized plan will be completed prior to the completion of the project.



Sarah Pillsbury #96

**State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES**

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095
(603) 271-3503 FAX (603) 271-5171



April 24, 2001

Her Excellency, Governor Jeanne Shaheen
and the Honorable Council
State House
Concord, New Hampshire 03301

Approved

G+C 5/9/01

Subject: Grant Agreement with the Town of Raymond

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a grant agreement with the Town of Raymond (Vendor Code #21222), 4 Epping Street, Raymond, N.H. 03077, in the amount of \$25,125.00, effective upon Governor & Council approval to August 31, 2001. The grant agreement is to purchase and permanently protect land in the source water protection area of Raymond's public water supply wells. Further, to authorize the Director of Accounting Services to encumber funds in the amount of \$25,125.00 in account 010-044-1000-092-0515.

EXPLANATION

The Department of Environmental Services has a new local assistance program that provides municipalities with 25% of the cost of acquiring land or conservation easements to permanently protect critical water supply lands. As specified in the rules for this program, Env-Ws 394, project applications were accepted and ranked for the current round of grant funding. Six municipalities applied and are eligible for these grants. With \$1,500,000 available in the current state budget, the department anticipates funding all six projects. Approval to fund the remaining projects will be sought separately.

The Town of Raymond will use this grant to acquire two parcels of land, totaling 45.22 acres that are within the protection area of their wells. These parcels are contiguous to 56 acres that are currently owned by the Town to protect their wells and 14 acres owned by the Town as a riverside park. The land will be maintained for the purpose of water supply protection as specified in the deeds for these parcels.

Exhibit A describes the purpose of the grant. Exhibit B provides the budget and payment terms and Exhibit C contains special conditions. The total cost for the Town of Raymond to acquire the parcels is \$100,570. The Department will provide \$25,125.00 with \$75,445 in match provided by the Town. The purchase price for this property is based on a recent appraisal of fair market value performed in accordance with Env-Ws 394. There has also been a recent survey of the parcels to be purchased with this grant.

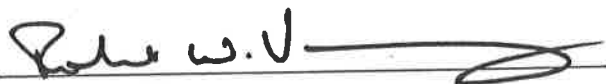
Her Excellency, Governor Jeanne Shaheen
and the Honorable Council
April 24, 2001
Page 2 of 2

The grant has been approved by the Office of the Attorney General as to form, execution and content.

The effect of this request on appropriated funds is shown below:

Appropriation FY01	\$1,500,000
Less grant to Raymond	<u>\$25,125</u>
Balance remaining for additional grants	\$1,474,875

We respectfully request your approval.



RW
Robert W. Varney
Commissioner

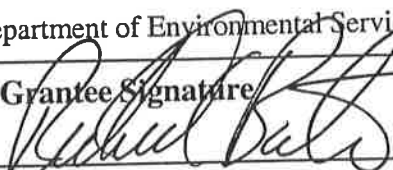
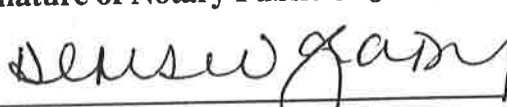
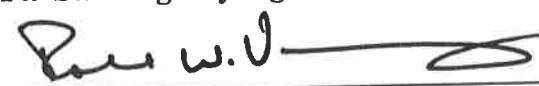
Attachments: Grant Agreement
Certification of Vote of Authorization
Exhibit A
Exhibit B
Exhibit C

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 6 Hazen Drive, Concord, NH 03301-6509	
1.3. Grantee Name Town of Raymond		1.4. Grantee Address 4 Epping St, Raymond NH 03077	
1.5. Effective Date Upon G&C Approval	1.6. Completion Date 8/31/01	1.7. Audit Date N/A	1.8. Grant Limitation \$25,125
1.9. Grant Officer for State Agency Robert W. Varney, Commissioner NH Department of Environmental Services		1.10. State Agency Telephone No. 603-271-3503	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor <i>Town</i> <i>Richard C. Bates, manager</i>	
1.13. Acknowledgment: State of <i>New Hampshire</i> , County of _____, on <i>/ /</i> , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 		DENISE O'GRADY Notary Public - New Hampshire My Commission Expires May 24, 2003	
1.13.2. Name and Title of Notary Public or Justice of the Peace <i>Denise O'Grady Public Works Assis h</i>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Robert W. Varney NH Department of Environmental Services	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>Craig S. Donais</i> Assistant Attorney General, On: <i>4/27/01</i>			
1.17. Approval by the Governor and Council <p align="right">On: <i>/ /</i></p>			

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"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), 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"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. 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 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. 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.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee 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 seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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 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 or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant 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, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything 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 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 Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee 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, more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and require 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 Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and ordering that all payments to be made under this Agreement and ordering that all payments to the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee a sum equal to the 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 Grantee 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 the 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 Grantee 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 Grantee from any and all liability for damages sustained incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or in the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor, subgrantee of the Grantee are in all respects independent contractors, and neither agents nor employees of the State. Neither the Grantee nor any o

representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State. They are entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. 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 Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement

18. WAIVER OF NOTICE. No failure by the State to enforce any provision 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 or 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 Grantee.

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 discharge 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.

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Town of Raymond:

The Town of Raymond will use their grant to purchase two parcels of land in the protection area of the wellfield that provides water to their municipal water system. Both parcels are on Cider Ferry Road. The parcels, designated on current tax maps as Map 5 Lot 35 (.74 acres) and Map 5 Lot 46 (44.48 acres), will be protected in perpetuity, as specified in the deed (see Attachment A), for the purpose of water supply protection. Provision of this grant will be conditioned on the applicant developing and receiving department approval for a stewardship plan that contains a plan for the reclamation of the portions of the property where gravel excavation has occurred.

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$25,125 shall be made to the Town of Raymond on or before a specified closing date to purchase the specified parcels provided that the stewardship plan for the parcels is approved by the department as specified in EXIBIT A. The Town shall provide the department with a two-week notice of the anticipated closing date.

EXHIBIT C

SPECIAL PROVISIONS

Subparagraphs 1.7 and 17 of the General Provisions shall not apply to this Grant Agreement.

Certificate of Authority

I, Doris Gagnon, Town Clerk of Raymond, New Hampshire do hereby certify that:

1. at the Annual Town Meeting held March 12, 1994, the Town Meeting voted to authorize the Board of Selectmen to apply for, accept and expend money from the State, Federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire RSA 31:-95b ;
2. this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
3. the following person has been appointed to and now occupies the office indicated:

Rick Bates , Interim Town Manager

IN WITNESS THEREOF, I have hereunto set my hand as the Town Clerk of Raymond, New Hampshire this 2nd day of January, 2001.



Doris Gagnon, Town Clerk

State of New Hampshire
County of Rockingham

On this the 2TH day of January, 2001 before me, Denise O'Grady, Notary Public, the undersigned officer, personally appeared Doris Gagnon who acknowledged herself to be the Town Clerk of Raymond, New Hampshire and that she as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.



Denise O'Grady, Notary Public

DENISE O'GRADY
Notary Public - New Hampshire
My Commission Expires May 24, 2005

(Seal)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that R. S. L. Layout & Design, Inc., a New Hampshire corporation with a principal place of business at 32 Harriman Hill Road, Raymond, County of Rockingham, State of New Hampshire, a company duly organized, and for consideration paid, grants to the Town of Raymond, a municipal corporation with an address at 4 Epping Street, Raymond, County of Rockingham, State of New Hampshire, with WARRANTY COVENANTS, two certain tracts of land (herein referred to as the "Property") situated on Cider Ferry Road, in the Town of Raymond, County of Rockingham, State of New Hampshire.

The property being conveyed is subject to the following restrictions:

1. No industrial or commercial activities or improvements shall occur on the Property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities.
2. No land surface alterations shall occur on the Property, such as filling, excavation, mining, and dredging except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities.
3. No wastes generated off the Property shall be disposed of or discharged on the Property.
4. No hazardous substances shall be stored, applied, or disposed of on the Property, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that do not threaten water supply protection.
5. No acts or uses shall occur on the Property that would
 - a) degrade the water quality such that the standards set for public drinking water by the State of New Hampshire Department of Environmental Services would be threatened
 - b) cause an unsustainable quantity of water to be withdrawn
 - c) Harm state or federally recognized rare, threatened or endangered species.

Permitted activities may include community drinking water supply, agriculture, forestry, and outdoor recreation, and shall be conducted in accordance with a stewardship plan prepared for the Property and with the State of New Hampshire best management practices then applicable.

The restrictions above shall be enforceable in perpetuity by action at law or by injunction or other proceedings in equity.

The Property is more accurately bounded and described as follows:

Tract 1:

A certain tract of land located in the Town of Raymond, County of Rockingham and State of New Hampshire, being located on the northerly side of the Cider Ferry Road, so called, bounded and described as follows:

Beginning at a point at the northwesterly corner of the herein described premises and on the northerly side of said Cider Ferry Road; thence running north $32^{\circ} 36' 35''$ east along a stone wall at land now or formerly of Harpham for a distance of 892.19', more or less, to where said stone wall ends; thence continuing to run north $32^{\circ} 36' 35''$ east across Sundeen Parkway, so called, a distance of 46.57', more or less, to a chain link fence; thence turning and running south $49^{\circ} 58' 12''$ east along said chain link fence a distance of 51.37', more or less; thence turning and running north $51^{\circ} 20' 11''$ east, still along said chain link fence, a distance of 89.72', more or less; thence running north $37^{\circ} 23' 00''$ east, still along said chain link fence a distance of 140.89', more or less; thence running $33^{\circ} 57' 52''$ east, still along said fence, a distance of 139.60', more or less; thence running north $31^{\circ} 26' 58''$ east, still along said fence, a distance of 243.26', more or less; thence turning and running north $47^{\circ} 01' 53''$ east along land now or formerly of Mitchell a distance of 195.44', more or less; thence turning and running north $25^{\circ} 44' 53''$ east along land of said Mitchell and the easterly side of an old woods road a distance of 125.46', more or less; thence turning and running north $41^{\circ} 31' 20''$ east, still along land of said Mitchell and said woods road, a distance of 192.33', more or less; thence turning and running north $59^{\circ} 12' 57''$ east, still along land of said Mitchell and said woods road, a distance of 54.71', more or less; thence turning and running north $48^{\circ} 41' 54''$ east, still along land of said Mitchell and said woods road, a distance of 186.36', more or less, to the Lamprey River; thence turning and running in a southeasterly direction along said Lamprey River to land now or formerly of Waterhouse

(compass direction and total distance along said river as determined by a tie line, is south 42° 48' 14" east for a distance of 471.42', more or less); thence turning and running south 16° 27' 15" west along land of said Waterhouse a distance of 582', more or less; thence running south 13° 49' 54" west along said Waterhouse land and a stone wall a distance of 48.03', more or less; thence running south 16° 47' 04" west, still along said Waterhouse land and said stone wall, a distance of 81.29', more or less; thence running south 15° 32' 47" west, still along said Waterhouse land and said stone wall, a distance of 33.76', more or less; thence running south 19° 48' 34" west, still along said Waterhouse land and said stone wall, a distance of 49.45', more or less; thence running south 15° 15' 54" west, still along said Waterhouse land and said stone wall, a distance of 30.34', more or less; thence running south 17° 42' 49" west along said Waterhouse land and land now or formerly of the Town of Raymond Water Works, a distance of 517.71', more or less; thence running south 15° 41' 17" west along said Water Works land a distance of 116.25', more or less; thence running south 23° 32' 17" west, still along said Water Works land, a distance of 314.20', more or less; thence turning and running south 03° 16' 17" west, still along said Water Works land a distance of 213.75', more or less; thence turning and running north 59° 46' 43" west, still along said Water Works land, a distance of 55.71', more or less; thence turning and running south 35° 48' 17" west, still along said Water Works land, a distance of 272.40', more or less, to the northerly sideline of said Cider Ferry Road; thence turning and running north 38° 47' 43" west along said Cider Ferry Road a distance of 269.90', more or less; thence running north 34° 47' 43" west, still along said Cider Ferry Road, a distance of 138.20', more or less; thence running north 67° 22' 49" west, still along said Cider Ferry Road, a distance of 185.67', more or less; thence running north 71° 47' 25" west, still along said Cider Ferry Road, a distance of 232.57', more or less; thence running north 70° 56' 24" west, still along said Cider Ferry Road, a distance of 76.08', more or less; thence running north 62° 47' 32" west, still along said Cider Ferry Road, a distance of 70.89', more or less; thence running north 58° 21' 10" west, still along said Cider Ferry Road, a distance of 206.57", more or less; thence running north 57° 13' 40" west, still along said Cider Ferry Road, a distance of 22.94', more or less, to a stone wall at land of Harpham, being the point of beginning.

The above described parcel is the same as Parcel One conveyed to Walter W. Bronowski by corrective deed of Elsie R. Sundeen, which deed is dated September 30, 1976 and recorded at Book 2269, Page 1824 at the Rockingham County Registry of Deeds. The description of the property is taken from a survey prepared by R. S. L. Layout and Design, entitled, "Property owned by Walter W. Bronowski and situated in Raymond, New Hampshire" approved for recording by the Raymond Planning Board on December 7, 1979. Parcel One as described above contains 44.837 acres, more or less, and is shown as "P/O Lot No. 46" on said survey.

Tract 2:

A certain triangular shaped tract of land, situated on the southerly side of Cider Ferry Road, so called, in the Town of Raymond, County of Rockingham and State of New Hampshire, bounded and described as follows:

Beginning at a point on the southerly side of said Cider Ferry Road, at the northeast corner of the herein described tract; thence running south 67° 22' 49" east along said Cider Ferry Road a distance of 65.50', more or less; thence running south 34° 47' 43" east, still along said Cider Ferry Road, a distance of 135.50', more or less; thence running south 38° 47' 43" east, still along said Cider Ferry Road, a distance of 37.50', more or less, to land now or formerly of the Raymond Water Works; thence turning and running south 62° 35' 17" west along land of said Water Works a distance of 262.80', more or less; thence turning and running north 13° 13' 27" east along said Water Works land a distance of 143.16', more or less; thence running north 14° 55' 26" east, still along said Water Works land, a distance of 152.46', more or less, to said Cider Ferry Road, being the point of beginning.

Said tract of land is the same as Parcel Two conveyed to Walter W. Bronowski by corrective deed of Elsie R. Sundeen, which deed is dated September 30, 1976 and recorded at Book 2269, Page 1824 at the Rockingham County Registry of Deeds. The description of the property is taken from the survey, "Property of Walter W. Bronowski", referred to above. The property consists of .739 acres, more or less, and is shown as "Lot 35" on said survey.

Meaning and intending to convey the same premises conveyed to the Grantor by deed of Stephen M. Morrison, Trustee of the McMullin-Raymond Realty Trust, dated November 1, 2000, recorded in the Rockingham County Registry of Deeds in Book 3516, on Pages 1361-1364.

This is not homestead property.

Dated: _____

R. S. L. Layout & Design, Inc.

By: _____
Richard S. Ladd, President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

DATE: _____

Personally appeared the above-signed Richard S. Ladd, known to me to be the person whose name is duly subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

Before me:

Justice of the Peace / Notary Public

Commission Expiration Date

BOARD OF SELECTMEN

DRAFT Minutes 6/17/2024 Public Meeting
45 Harriman Hill Road Raymond, NH 03077
6:00 PM

Board of Selectmen Present:

Patricia Bridgeo – Chair
Rani Merryman - Vice Chair
Anthony Clements – Member
Tom Daigle – Member
Doug Vogel - Member

Ken Robichaud – Town Manager

Meeting Call to Order: at 6:00 Patricia Bridgeo called the meeting to order. Pledge and moment of silence for Steve McGrath were said before meeting begins.

OPEN PUBLIC COMMENT

1:34 Bob Gagnon appears before the board to discuss Library-related issues. Cindy Bennett also appears before the board to discuss her stance on these issues.

TO APPEAR BEFORE THE BOARD

9:45 Discussed topic on agenda Tim Phoenix – Meindl Road Tim Phoenix and Joseph Falzone appear before the board to discuss issues regarding Mr. Falzone's portion of Meindl road, their stance on the matter and the agreement and release forms provided. Tim Phoenix read the letter from Paul Hammond before the board regarding his stance as the Fire Chief on this matter. He also provided BOS with letter from Police Chief, Mike Labell regarding his stance on this issue. Tim Phoenix and Joe Falzone to come before the board again in an upcoming meeting – tentatively July 1st.

34:43 Discussed topic on agenda Cemetery Trustees – Goals & Projects for Town Cemeteries Kevin woods appears before the board to update BOS about what the Cemetery Trustees have been doing - with the help of DPW and Parks Department. Kevin Woods on behalf of the Cemetery Trustees also discussed the upcoming to-dos that the Cemetery Trustees have on their priority list, how many cemetery plots are left, and working towards getting quotes for them. BOS and Kevin Woods also discuss questions around flower trusts and who has ownership. Doug Vogel to provide Kevin Woods with cemetery-related information discussed at their work session. Flags provided at cemeteries for Memorial Day and how costs were handled was also discussed. Cemetery Deed (item 6.3 on agenda) was also discussed while Kevin Woods was before the board - Kevin Woods provided clarity on process around how Cemetery Deeds are handled.

54:59 Discussed topic on agenda Riverside Park Kevin Woods stays before the board to discuss maintenance of the park and presented images displaying current issues with different areas of the park. BOS requested a copy of the grant from the state with regulations for Riverside Park be provided to them. DPW to provide copy of grant.

BOS REVIEW, APPROVAL/ACCEPTANCE

1:03:16 Discussed topic on agenda Route 156 Water Tank Rehab Project Bid Documents TM provided information regarding 3 bids that were submitted – TM announced we are awarding bid to Marcel Payeur. BOS requested additional information to better track what occurs during project, and requested to receive original bid documentation that was submitted for at least the winning bid.

1:08:16 Discussed topic on agenda 4th of July Donations TM stated that there are 4th of July donations that need to be accepted by BOS.

1:08:32 MOTION TO ACCEPT DONATED FUNDS FOR THE 4TH OF JULY PARADE: Rani Merryman makes a motion to accept donated funds for the 4th of July Parade funds donated for a total of \$1,650. Seconded by Doug Vogel. **MOTION RETRACTED. NO VOTE TAKEN.**

1:09:25 MOTION TO ACCEPT DONATED FUNDS FOR THE 4TH OF JULY PARADE: Rani Merryman makes a motion to accept donated funds for the 4th of July Parade funds donated in the amounts of Radio Grove Hardware amount donated \$50, Crescent Group (McDonald’s) donated \$50, Mr. Gas donated \$250, S&S Gallos (Supreme Pizza) donated \$50, Palmer Gas donated \$250, and IC Reed and Sons donated \$1,000. Seconded by Doug Vogel.

Roll Call Vote:

Tom Daigle Aye
Patricia Bridgeo Aye
Anthony Clements Aye
Doug Vogel Aye
Rani Merryman Aye

Motion Carried 5-0

1:10:21 BOS thanked everyone who donated.

1:11:54 Discussed topic on agenda Property Tax Warrant & Certification of Yield Taxes Assessed Documents Patricia Bridgeo stated details provided in documentation.

1:12:20 MOTION TO APPROVE: Patricia Bridgeo makes a motion to approve (Property Tax Warrant & Certification of Yield Taxes Assessed Documents). Seconded by Anthony Clements

Roll Call Vote:

Tom Daigle Aye
Patricia Bridgeo Aye
Anthony Clements Aye
Doug Vogel Aye
Rani Merryman Aye

Motion Carried 5-0

BOS MEMBER UPDATES/COMMITTEE REPORTS

1:14:20 Patricia Bridgeo discussed ARPA Grant Disbursement documents with the board to provide transparency on what she will be signing as the authorized official. Patricia Bridgeo presented

her concerns regarding invoice – requested a more detailed, itemized invoice. BOS agreed that these types of documents should be signed in public Selectmen meetings. Patricia Bridgeo stated that the documents signed need to be updated to include that she is acting as the authorized official rather than as an individual.

1:22:30 TM informed BOS that RCFY has left Town Hall. TM informed BOS that Don Ware of Pennichuck will appear before the board to answer any questions the BOS may have regarding hydrants and water-related matters. Patricia Bridgeo wants verification from Chief Hammond regarding Fire Department’s involvement with fire hydrants. TM also informed BOS that the Bean Tavern was inspected on Friday and a report should be ready soon.

NEW BUSINESS

1:26:12 Discussed topic on agenda Land Donation to the Town of Raymond from Jonathan Waterhouse TM informed BOS that we received a phone call from Mr. Waterhouse regarding land that he’d like to donate to the town. Patricia Bridgeo expressed concerns about contamination and cost of study and remediation. Anthony Clements expressed concerns about issues with surrounding area. BOS requested more information before making a decision.

1:33:22 TM informed BOS that while we replaced downstairs boiler in the Library about a month ago – we now need to replace AC unit and furnace on upper floor. TM provided details on why these need to be replaced at the same time. BOS denied request as is, and requested clarification on who is responsible for maintenance. TM to write letter to Dudley Tucker Library (DTL) Trustees requesting that they meet with the Selectmen. TM also discussed civil forfeitures regarding dog licensure – BOS signed corresponding documents.

1:45:19 Doug Vogel provided update that he spoke to Troop 101 – they retracted their request to use town property. Doug Vogel requested that Selectmen show up if they can for the Independence Day celebration, and discussed what he will be doing to help during the event. Doug Vogel also stated that CIP met last Tuesday and they want to look into changing CIP plan.

1:48:35 Tom Daigle provided an update that he followed-up with DRA, will discuss further at next work session.

1:50:02 Patricia Bridgeo let BOS members know that the Ethics Committee reached out about training. Patricia Bridgeo also stated that any comments regarding Planning Board applications be brought up while application is before the Planning Board, rather than afterwards.

1:51:51 Rani Merryman announced that the Cable Committee is meeting not this Tuesday but the following Tuesday.

PUBLIC COMMENT REGARDING AGENDA ITEMS ONLY

1:52:16 Cindy Bennett re-appears before the board to express concern with lack of communication from Library. BOS re-stated that DTL should come before the board.

1:53:22 Anthony Clements appears before the board to discuss issues with the Library, and stated his stance on the issues, and his concerns.

1:57:23 Gary Brown appears before the board to discuss issues with the Library, and stated his opinion on Town matters.

APPROVAL OF BOARD MINUTES - 6/3/24, Non-Public Minutes: 4/15, 4/29, 5/6, and 5/20

2:03:28 MOTION TO ACCEPT THE MINUTES FROM 6/3/2024: Rani Merryman makes a motion to accept the minutes from 6/3/2024 as presented. Seconded by Doug Vogel.

Roll Call Vote:

Tom Daigle Aye
Patricia Bridgeo Aye
Anthony Clements Aye
Doug Vogel Aye
Rani Merryman Aye

Motion Carried 5-0

2:03:52 MOTION TO ACCEPT THE SEALED MINUTES: Doug Vogel makes a motion to accept the sealed minutes that we reviewed on June 3rd the dates of April 15th, April 29th, May 6th and May 20th. We reviewed them on June 3rd and keep sealed as recorded on the minutes. Seconded by Rani Merryman.

Roll Call Vote:

Tom Daigle Aye
Patricia Bridgeo Aye
Anthony Clements Aye
Doug Vogel Aye
Rani Merryman Aye

Motion Carried 5-0

NON-PUBLIC SESSION

2:04:46 MOTION TO ENTER NON-PUBLIC SESSION: Doug Vogel makes a motion to enter non-public session for the purpose of discussion of reputation and legal pursuant of RSA 91-A:3 II c and I. Seconded by Rani Merryman. Will return to public to adjourn.

Roll Call Vote:

Tom Daigle Aye
Patricia Bridgeo Aye
Anthony Clements Aye
Doug Vogel Aye
Rani Merryman Aye

Motion Carried 5-0

The Board exited public session at approximately 8:00pm

Attachments per Agenda

Full Minutes – [Raymond Community TV \(castus.tv\)](https://www.castus.tv)

Minutes taken by 6.18.24

Jackie Sampson

Executive Administrative Assistant

Town Manager and Board of Selectmen

Town of Raymond

DRAFT

BOARD OF SELECTMEN
DRAFT Minutes 6/24/2024 Public Work Session
45 Harriman Hill Road Raymond, NH 03077
6:00 PM

Board of Selectmen Present:

Patricia Bridgeo – Chair
Rani Merryman - Vice Chair
Anthony Clements – Member
Tom Daigle – Member
Doug Vogel – Member

Public Meeting Call to Order: at approximately 6:30 Patricia Bridgeo called the meeting to order. Bob McDonald was also present. Pledge was said before meeting begins

Topics discussed consisted of the following:

- Town Zoning Map
- Permanent File/Next Steps
- Historical Ballots
- Establishment of Tax Collector’s Hours of Operation & Responsibilities

The Board exited public session at approximately 8:00pm

Attachments per Agenda

Full Minutes – [Raymond Community TV \(castus.tv\)](https://www.castus.tv)

Minutes taken by:

Jackie Sampson
Executive Administrative Assistant
Town Manager and Board of Selectmen
Town of Raymond

DRAFT