



**Board of Selectmen Agenda
Monday, September 20, 2021
Non-Meeting with Legal Counsel - 5:30PM
Public Meeting - 6:30PM.
Raymond High School Media Center
45 Harriman Hill Road, Raymond**

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.

MEETING CALLED TO ORDER:

PLEDGE OF ALLEGIANCE:

MOMENT OF SILENCE:

PUBLIC COMMENTS:

AGENDA

1. Police Department Highway Safety Grant – Chief Labell
2. Governors Lake Permit Update
3. Governors Lake HOA
4. Water Tower Discussion
5. Shattigee Road Culvert Replacement Update
6. PAYT Draft RFP & Offsite Visit Update
7. Bid Openings:
 - Pavement Markings
8. CRF
 - CRF Old Fremont Road Expenses
9. Appointment of New Member to Cemetery Advisory Committee
10. Appointment to ZBA Alternates
11. 2022 Budget Process Overview
12. Volunteering for the Town

UNANTICIPATED REVENUE/DONATIONS TO THE TOWN: Raymond PD

APPROVAL OF BOARD MINUTES:

- August 23, 2021
- August 30, 2021

OTHER BUSINESS/BOARD ANNOUNCEMENTS:

- Next Board Meetings dates: Monday October 4th and Monday October 18th

BOARD CORRESPONDENCE SENT/RECEIVED:

CITIZEN QUESTION/ANSWER COMMENTS: *(Per Board Rules of Procedure, please limit comments to 3 minutes each)*

TOWN MANAGER'S REPORT:

BOARD OF SELECTMEN'S REPORT:

ADJOURNMENT:

Posted: September 17, 2021, 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.

Town of Raymond
Board of Selectmen DRAFT Minutes
Monday August 30, 2021
6:30 p.m.

Attendees:

Scott Campbell
Kathleen Hoelzel
George Plante
Christopher Long
Lee Weldy

Staff:

Joseph Ilesley, Town Manager – not in attendance
Deborah Intonti, Exec, Assist.

Chair Plante opened meeting at 6:30 p.m.

Pledge of Allegiance: Recited.

Moment of Silence: 13 U S Marines

Public Comments: opened at 6:32 p.m.

Carolyn Matthews:

Came forward and read her statement regarding the Natural Hazard Mitigation Plan. See attached documents to the minutes.

Sue Foden:

Came before the Board as a representative of the residents of Governor's Lake. She submitted a petition (attached to these minutes) to the Board appealing the Town to reconsider the permit which would allow the work to be performed on Governor's Beach to give the HOA and residents time to look at the plans. She further stated that in 2019 there was a working group formed and thought that the residents and the town would be working together, but it is evident that this is not the case at the time.

Gary Brown: No copy given to Board; statement was read; transcribed from recording of same date.

He came forward to respond to the Board's reading of his statement he submitted on 8/23/21 Board meeting. *"For the 18 years I have lived in Raymond I have never seen a citizens written comments continuously interrupted and directed point by point. It was so bad that I couldn't understand my own letter. A little bit of overview of the letter; I had some questions regarding town office interactions and control of town development; including continued development of that area. These conversations will be ongoing in parts and in private email. It was a good time to include them because they were on topic and relevant questions and committee recommendations. In my letter I was also offering up some pros and cons to add to the Bean Tavern recommendations that didn't appear in the recommendations presented to the Board. These were just recommendations from myself with extensive research and multiple interviews of the pros and cons that I presented to the Board. As an expert on the presented content, I thought it would give the Board more insight to at least two of the recommendations. The goal was to express the need for deeper research into the Bean Taverns future before a decision was made. The committee completed the RSA part of the tasks at the first or second meeting, I motioned, and I believe Joyce Wood seconded putting the Bean Tavern into one or more historic preservation registries. All of this would be a great task for the economic development committee to carry out and complete the rest of the fact finding. The town's people and especially by area of the proposed development should be one of the top stakeholders in any conversations about development. An economic development committee should be the citizen arm of oversight and opinion and direction. There are plenty of people in town with all types of opinions that have the skills and connections to develop our commercial land creating better paying*

51 *jobs and a distribution center. We the people who live in the town have the biggest voice, period. Working*
52 *together with the Board of Selectmen, Planning Board and Zoning Board we can have the say of what*
53 *happens in Raymond and get it done. Properly develop any given area, as all see fit, especially the ones*
54 *who must live with the decision. I would like to address a statement that my letter didn't come up at the*
55 *8/18 Bean Tavern advisory committee meeting. I don't appreciate when someone lies about me and*
56 *makes me out to be a villain. Obviously, the accuser didn't bother to read my emails. If she had, she would*
57 *have seen that I complemented the whole committee on three different occasions. I said that there was*
58 *not enough time to deep dive the pros and cons and that more work needs to be done. Not a team player,*
59 *there was plenty of time to add my pros and cons that the committee received on 8/3/21 and after this*
60 *meeting I will be emailing you screenshots of that email, which are the same points that I brought up on*
61 *8/18/21 in the same content of the letter that was butchered at the last Board meeting. Here are the facts,*
62 *not only did I make my feeling heard on two recommendations at the 8/18/21 Bean Tavern meeting, I sent*
63 *a report of my research and recommendations on 8/3/21 via emails to the entire committee. These*
64 *recommendations were sent right after I received the preliminary report. Nothing was added after I spoke*
65 *at the 8/18/21 meeting. At no time were these pros and cons entered into the final document. I highlighted*
66 *that there was zero interaction between the town and the abutting residents and that would be key in*
67 *developing the Bean Tavern, guess I know what I am talking about. The town has inflamed the abutters so*
68 *bad that they involved an attorney at the last meeting. So how is this community development or even an*
69 *intelligent way to work a deal? It is amateur time at best. Bottomline, the committee had my final*
70 *evaluation on 8/3/21, never entered the pros and cons, a broached the subject again on 8/18/21, still not*
71 *included. As a citizen with expertise with the supplied contents submitted for some better information so*
72 *the Board could decide along with the good work that the committee had already done. I don't understand*
73 *the great tragedy, why would the Chair of the committee not include my pros and cons in the report and*
74 *then be mad when I expressed them to the citizen. Doesn't sound like the person I know. I still want my*
75 *questions answered from the letter I sent. And finally, for who am I speaking as, my name is Gary Brown*
76 *and I will always speak with confidence for myself, just so it is clear for everyone. Thank you for your time."*

77 **Jan Kent: speaking as a resident**

78 She came before the Board to speak about the work being done at Governor's Drive beach area. She
79 expressed that when Mr. Brewer spoke last week, he talked about submitting a permit by notification
80 (PBN) she noticed that the work had already started and, on the form, it stated that if the work has already
81 started then a regular shoreline permit needs to be filled out instead of a PBN. The other item is that the
82 property is in conservation zone G as part of the town's zoning and I think you may want to get a special
83 permit from the planning board; a routine procedure, for land that is in conservation zone G. She noticed
84 at the last meeting there was some confusion in the discussions and that can happen when you only have
85 a few people working on a project and others are not included and we don't bring in resources and people
86 who have some knowledge or boards that could actually provide input. She spoke about how this was
87 approved and the processes that were acted upon. She was disappointed that this process did not include
88 more people before it was approved.

89 Public Comment Closed at 6:18 p.m.

90 **Opened Public Hearing: 6:18 p.m.** Chair read the public hearing for Overlook Drive. There was no written
91 public commented submitted to Board office. Mr. Ilesley stated that it was submitted to the Board the
92 finalized amended Warranty and Easement deeds with the discussed changes/adjustments. Mr. Delle
93 Chiaie has had an opportunity to review, and he is in agreement, it is now up to the Board to sign and
94 approve if the Board wishes to do so. These changes were prepared by town counsel.

95 **Carolyn Matthews:**

96 Asked about the language on the deed and is that the subdivision? It is not the individual deeds for each
97 property? Yes, for the subdivision was answered. She asked if there is anything in the rules for the
98 association that requires some notification to sellers of the requirements that the seller may face
99 regarding road maintenance. Selectman Weldy explained that within the deed's restrictions listed with

100 anyone who does a deed or title search would bring this forward to the buyer and let them know that if
101 the cistern fails within the HOA who would be responsible for the funds towards
102 repairs/maintenance/replacement.

103 **William DeVante:**

104 If this does get approved, how timely would this move so we can get trash pickup on Overlook Drive. Mr.
105 Ilsley stated that once approved, we will get it filed the next day. Public Hearing Closed at 6:55 p.m.

106 Selectman Weldy motioned to accept these deeds upon approved from Mr. Delle Chiaie signature,
107 seconded by Vice Chair Hoelzel, MOTION CARRIED 4-0-0. Mr. Delle Chiaie signed, then Board members
108 signed. All other documents will be finalized and funds for bond will be released.

109 **Pay As You Throw Recommendations:**

110 Mr. Ilsley went over the highlights. Recommendations attached to the minutes. There are three costs.

- 111 1) Pick Up: 66-74% is the trucks driving around to get the trash from residents who participate
- 112 2) Tipping: 21-27% of the costs, disposal of the solid waste and recyclables
- 113 3) Bag pricing: 6-7%, bag purchases

114 If the town does a quick departure from this program, we will lose the people purchasing the bags; 89%
115 of the program revenue comes from bag sales. If 10% bow out of the program, we lose 10% of the revenue
116 but we are only reducing 4% of our costs. We will not reduce our costs by equal portion as the trucks still
117 will be going around for curbside pickup; still 66-74% of the program; causing a huge liability to the town.
118 We are unclear what the market will allow, that is why we put together some options. February 2022 is
119 when the contract ends. No decision was made at this time, will bring forward a Draft RFP for Board
120 review.

121 **CRF Requests:**

122 **Parks Vehicle:** This is part of the CIP full year strategy. Selectmen Weldy asked why have we not combined
123 the two departments and reduce overhead. Mr. Ilsley stated that the DPW and Parks are overlaid. The
124 trucks purchased are used by all DPW when needed. Selectman Weldy stated that the parks and recreation
125 vehicle doesn't get used as much as it should, in other words, instead of adding to the fleet, utilize the
126 trucks we have. Mr. Ilsley stated that no department owns any vehicle, the citizens of the town own the
127 vehicles. Idle trucks in the summer months could be a result of employees taking their vacations as winter
128 gets closer, it is not an option for them to take their accrued time, and on the other hand, when we are in
129 full swing, we may not have a vehicle to assist in winter operations. Any qualified employee can use a DPW
130 town vehicle if needed. Vice Chair Hoelzel made the motion to approve the parks equipment vehicle
131 purchase from the park equipment vehicle & facility fund in the amount of \$80,192.95 to be expended
132 from the CRF allocated to those funds, \$43,142 – 2022 F-550 Chassis 4x4 SD reg cab, \$31,500
133 Hydraulics/Utility Body/Plow, \$5,550.95 Swensen Sander, seconded by Chairman Plante, MOTION
134 CARRIED 4-0-0.

135 **Bean Tavern:** Mr. Ilsley stated that this has come before the Board at a prior meeting, and it was requested
136 by the Board to get an itemized list of charges for their review. Selectmen Campbell stated that he would
137 like to set up a nonmeeting with legal to go over these documents and asked that this CRF be tabled.
138 Selectmen Weldy agreed and stated it was micro-billing. Selectman Weldy motioned that this CRF is tabled
139 until the Board can have a nonmeeting with counsel with Board representation and Town Manager
140 seconded by Selectman Campbell, MOTION CARRIED 4-0-0.

141

142 **Unanticipated Revenue Donations to the Town:** NONE

143

144 **Approval of Minutes:** Executive Assistant asked to table the approval of Board minutes of August 23,
145 2021, until next meeting. Vice Chair Hoelzel motioned to table the minutes of 8/23/21, seconded by
146 Selectman Campbell, MOTION CARRIED 4-0-0.

147

148 **Other Business/Board Announcements/Correspondence:**

149 Mr. Ilsley asked the Board for their input and announcement regarding the 9-11 Ceremony. Per Board
150 discussion, is it the wish of the Board that we hold this ceremony at 8:46AM every 9-11. The Board
151 members agreed. Selectman Weldy motioned to have the 9-11 ceremony start at 8:46 am reoccurring;
152 seconded by Chairman Plante, MOTION CARRIED 4-0-0.

153 **Request to Use of Land:** Small wedding on town common. Selectmen Weldy motioned to approve the
154 land use request for the small wedding ceremony at no charge; seconded by Chairman Plante, MOTION
155 CARRIED 4-0-0.

156 **Thank You Letter:** from Board of Selectmen Scholarship

157 **Cemetery Deeds:** Selectman Weldy motioned to sign the cemetery deeds, seconded by Selectman
158 Campbell, MOTION CARRIED 4-0-1. (G Plante absent from the Board table)

159 **Citizen Questions/Answers/Comments:**

160 **Julie Laughner** came before the Board thanked the Board and Deb for doing all the research regarding the
161 voting machines. She asked what the next step is and will be Board be taking a vote to discontinue the
162 voting machines? Chairman Plante stated not at this time, and we are still reviewing the documentation
163 but may possibly discuss as the September meeting.

164 **Linda Richard** asked when cemetery deeds are signed, do they get a copy of the cemetery rules and
165 regulations? The Town Manager stated yes.

166 **William DeVante** spoke about the trash on Overlook Drive and curbside and trash pickup.

167 **Town Manager's Report:**

168 • American Recovery Act Funds: 1st payment has come into the town for \$551,138.65. We will be
169 bringing forward a summary of what and how these funds can be utilized and discuss options. The
170 number one thing that they are pushing is infrastructure, particularly water infrastructure with
171 our biggest liability being the water tower.

172 • Brown Road Drainage: we were going to get the engineering study to get the drainage issue taken
173 care of. With the Shattigee Road culvert now, it absorbed a majority of our funds so we are holding
174 funds back to cover the Shattigee Road culvert we won't be doing the study, but we will be
175 pursuing the easement from the landowner.

176 • The re-evaluation is complete, and he will be setting up meetings times with residents that need
177 to meet with the assessor. Average increase is about 35%.

178 • Raffle Update: in preparation for the raffle of the Kabota Tractor, Stacey was working on that. Got
179 it through legal review, got a contractor that was willing to do it last step was validating the price.
180 We just went through a distributor that offered us over \$10,000. So, we either raise the raffle
181 ticket price or sell it and get bids from distributors. The Board seemed to want to continue with
182 the raffle process, the distributor automatically selects the winner. We will get up some rules sets
183 for the process and bring back to the Board.

184 • Medal of Valor: Detective Drake and Officer Payne will receive the medal of valor at a
185 dinner/ceremony on October 5th. Congratulations.

186 **Board of Selectmen Report:**

187 Selectman Weldy stated that the community for the Post 90 Legion Rider Chapter 21 held our 7th Annual
188 Ride for A. Marcotte; fund donated to St Jude's' we raised \$25,000. Selectman Campbell mentioned his
189 business meetings for ZBA and new membership; Chairman Plante, will attend the Planning Board
190 meeting; he commented on the Legion Ride and great work for a great cause; Vice Chair Hoelzel, no
191 comments.

192 **Nonpublic RSA91-A:3,II (d) Property:**

193 Vice Chair Hoelzel motioned to enter into nonpublic under RSA listed above and will only come out to
194 adjourn, seconded by Selectmen Weldy, Board was polled, Weldy Y, Campbell Y, Plante Y, Hoelzel Y.

195 **Adjournment:**

196 Board adjourned at 7:55 p.m.

197

198 Minutes Recorded By:

199 Deborah Intonti

200 Executive Assistant to the

201 Board of Selectmen and Town Manager

202

203 Attachments: C Matthews statements

204 Governor's Lake Petition – MS4 Shoreline

These minutes are draft and are on file
in the Town Clerks office for viewing.

Town of Raymond
Board of Selectmen DRAFT Minutes
Monday August 23, 2021
6:30 p.m.

Attendees:

Scott Campbell
Kathleen Hoelzel
George Plante
Christopher Long
Lee Weldy

Staff:

Joseph Ilsley, Town Manager – not in attendance
Deborah Intonti, Exec, Assist.

Chair Plante opened meeting at 6:30 p.m.

Pledge of Allegiance: Recited.

Moment of Silence: Debra Langlois, William Murnane, Ralph Ernst, Thomas David John Castle, Donald Brackett, Jack Stilkey, Jr.

Public Comments: opened at 6:32 p.m.

Attorney Jim Soucy:

Came before the Board on behalf of Trisha Bridgeo to discuss the Bean Tavern Committee. Comments regarding the anticipated presentation from the Bean Tavern Steering Committee. He stated that the warrant article approved by the voters in connection with the preservation of the Bean Tavern authorized the Board of Selectmen to preserve the entirety of the Bean Property which was presented at the deliberative session and was presented as such with that understanding. The entire property was shown from the first site walk it was not just the bean tavern or the structures on the site. In short, the Board of Selectmen do not have the authority to subdivide the property as there has been some discussions of the number of commercial lots that this property could be subdivided into saving minimal amount of property for the structures that consist of the Bean Tavern. The other issue is that the Board of Selectmen have moved forward with not only the appointment of the Steering Committee but also tasking this committee with moving forward and investigating things even though there were problems that the town was made aware of with respect to people submitting applications to be considered for the three members at large seats, the ones selected were already on other town committees and the number of people who were put on the committee either by the steering committee or board of selectmen or indirectly the Town Manager were not actually interviewed. Most notably there are no abutters or people who live directly in that neighborhood that are on this board. We want to make that point and have it on public record.

Mr. Ilsley interjected and state a point of clarification: " Despite what Attorney Soucy stated, the Town Manager has nothing to do with the appointments to this board or members of this committee and I ask that the Board confirm that". Vice Chair Hoelzel stated that is correct.

Mr. Ilsley made his recommendation that in the presence of Attorney Soucy, he recommends that the Board not make any further statements without the Town's legal counsel present.

Carolyn Matthews: speaking as a citizen

She read a statement to the Board. Attached to these minutes.

Gregory Arvanitis: speaking as a citizen. Asked about making his comments during the agenda item for Governor's Lake.

51 **Thomas Degan: Old Fremont Road**

52 He commented on the Bean Tavern, and the close proximity of the horse farm owned by Trisha Bridgeo.
53 His main concerns are the historic preservations to the Bean Tavern site. The threat of the quality of life
54 of the residents of Old Fremont Road; due to the over commercialization and the impact of our property
55 values. He commented on the new development of the medical building across the intersection is out of
56 place in the area. I attended the meetings regarding that site and what was approved was not what was
57 built. A lot of residents are not happy with the results and the potential impact of increased traffic. We
58 are concerned with the approval and management of any new development on our road. The towns
59 people voted to preserve Bean Tavern and you are charged with that. We believe it should be placed on
60 the registry of national historical places. Restoration funds could be raised from grants, corporate
61 partnerships, crowd-funding and special events. All these keep the burden away from the taxpayer. We
62 also believe that the entire property should be preserved and the green space, not subdivided. Our town
63 history and quality of life should not be sacrificed to have another cookie-cutter business or office
64 building. Let us not become over commercialized like Epping, Seabrook or Plaistow. Let's not miss this
65 opportunity to preserve the Bean Tavern site and protect this unique heritage and character. Please plan
66 wisely before it is too late.

67 **Tara Campbell: 4 Seanki Lane**

68 Asked why the Board supporting documents were posted so late that the public did not have a chance to
69 review them. She is concerned. She commented on transparency.

70 Mr. Ilsley stated that draft documents are posted per RSA 91-A after it has been presented to a quorum.
71 That has been the standard practice for the past couple of years. We get the draft documents out to the
72 public, the Board received public comments on the public hearing, if the Board wants to vote they can or
73 they can push it out to a later date.

74 Public Comments Closed: 6:45 p.m.

75 **Opened Public Hearing at 6:50 p.m.**

76 Selectmen Weldy commented on the release of the documents was too late and could not make
77 comments on it. We want to hear the comments tonight and have another public meeting for people to
78 put forth their comments. Mr. Ilsley stated that the Board adopted these RSA 91-A procedures so if the
79 Board wishes to rescind that or would like to handle it differently, just give us direction to do so. Vice Chair
80 Hoelzel state that the Board can make comments at any time.

81 **Proposed Hazard Mitigation Plan:**

82 Theresa Walker, Rockingham Planning Commission came forward to present the Hazard Mitigation Plan
83 to the public and Board members. She stated that the public hearing is get the information out to public
84 and Board and the Board can accept public comments up to 30 days after the public hearing and that is
85 what is recommended. And those comments may be incorporated into the final draft. FEMA requires
86 every municipality to have a Natural Hazard Mitigation Plan. This is a post Katrina way of having
87 communities be more resilient to natural hazards. This update is located with the hard copy minutes on
88 file at the Town Clerk's office and posted on the website at <https://www.raymondnh.gov/selectmendocs>
89 Selectmen Campbell commented on the generator at the fire department for \$125,000. Mr. Ilsley stated
90 that the generator is 30 years old, and we are evaluating it right now. We prioritized items that were
91 linked to Emergency Management. If it was something that would hinder our ability to operate under the
92 Emergency Management of the town, we put it on the list. Ms. Walker stated that it could be grant money.
93 It is very important to put these types of items in the plan, because if you went to Homeland Security in
94 Concord and have a cause for that generator if it is not in the plan, that is the first thing they will ask; it
95 this a priority item. Selectman Weldy commented on the costs associated, grants, in budget without
96 burdening the department budget. Mr. Ilsley explained that we have an Emergency Management CRF
97 established last year for these purposes. Whatever we cannot process through grant processes, we would
98 process through the CRF, not from the budget. Vice Chair Hoelzel asked about the 30-day comments and
99 how that process works. Ms. Walker explained the process to receive public comments regarding this
100 plan, once comments are accepted by the town, then it goes to Homeland Security then the Board will

101 formally accept the certificate and FEMA will send final approval notice. Vice Chair Hoelzel made a motion
102 to push the comments from public out 30 days to give the opportunity for the Board to receive public
103 comments in writing from residents, seconded by Selectman Weldy for discussion, Selectman Long
104 wanted a second public meeting so that residents can come before the Board in person as well; MOTION
105 CARRIED 5-0-0.

106 **Draft Emergency Operations Plan:**

107 Mr. Ilsley stated that this plan changed significantly. We have the National Incident Management System
108 (NIMS) used by federal, state and local government on how to operate in an emergency management.
109 There is an incident commander, this person is responsible for managing the incident. Then there is an
110 Emergency Operations Center. This is a stand-alone body that supports the incident commander; we
111 have been missing this element for quite a while. Then there is the Emergency Operations Director in
112 charge of the Emergency Operation Center (EOC); then there is the Emergency Management Director who
113 is in charge of all policies, plans and procedures. We formed a group of the Emergency Management
114 Working Group who worked together to implement and draft this document. See Document posted at
115 <https://www.raymondnh.gov/proposed-hazard-mitigation-plan>. (Hard copy on file at the Dudley Tucker
116 Library). The old plan all obligations were the responsibility of the incident commander; too large of a task
117 for one person to handle and inefficient in an emergency situation with limited staff. We wanted a plan
118 that was operational and executable rather than a cookie-cutter emergency management plan. For
119 example, Chief Hammond was triple bulleted in positions as Emergency Management Director, Incident
120 Commander and the EOC and failed to execute an executable model that would effectively deploy and
121 save lives and properties beyond the actions of the Incident Commander. In addition, it overtasked the
122 Incident Commander with delivering their own support and diverting the focus of these on-scene
123 commander control efforts. It failed to ensure to use the entire staff to task delegate and it over delegated
124 the Emergency Management Director. In addition, Chief Hammond was tasks with 31 out of the 48
125 emergency support function tasks; 64% of all the tasks to perform for emergency support functions were
126 supposed to be done by the Chief, in addition to being the Chief in the Incident Commander as well as
127 coordinating with the State. It placed the entirety of the Emergency Management Plan on the Emergency
128 Management Director. By reorganizing and separating tasks to other qualified staff, it is much more
129 efficient and supportive to the Fire Chief.

130 It did not capture risk mitigation concepts now standard in the industry. Since 2011 there are things called
131 Information Fusion, development of an Emergency Response Checklist; these are just some of the things
132 we are working on.

133 The Emergency Operation Center Director (EOCD) would have the authorities under this plan, tasking
134 staff, collection of supportive staff to handle the emergency; in addition, emergency purchases normally
135 under the Town Manager authority could be done by the EOCD. Establish fall-in tasks to develop localized
136 emergency response plans, elements of information to use the Hazard Indicators and an annual training
137 and exercise requirement. Shift focus emergency management from a primarily emergency management
138 director to a multi-functional working group made up of senior appointed officials and elevate the
139 emergency management as a core responsibility within the municipality. Vice Chair Hoelzel made a
140 motion to push the comments from public out 30 days to give the opportunity for the Board to receive
141 public comments in writing from residents, seconded by Selectman Weldy MOTION CARRIED 5-0-0.

142 The Chair opened up the floor for public comments 7:18 p.m.

143 **Tim Cahill:** asked for clarification on EOCD position. He also asked if the EOCD is in charge, is there a
144 requirement that the EOCD needs to be within a mission critical on call response time? Mr. Ilsley stated
145 that no, the EOC can be virtual or physical if needed. It is about getting the effect done to mitigate the
146 emergency or situation.

147 Public Comments for public hearing closed at 7:20 p.m.

148

149

150

151 **Appointments to Cemetery Advisory Committee:**

152 Colleen Boutin came forward as a volunteer to the Cemetery Advisory Committee. She was asked the
153 same questions as the other appointees on 8/9/21. As there were 3 applicants and 4 positions to fill,
154 Chairman Plante made a motion to accept all 3 applicants, Colleen Boutin, Amy Pettengill and Kera
155 Clements to fill the seats, and all applicants will need to go to the Tax Office and get sworn in by the Town
156 Clerk after August 30th; seconded by Selectman Weldy MOTION CARRIED 5-0-0. The Board still will need
157 to address the appointed board members and motion to have them participate as members.

158
159 **Bean Tavern Steering Committee –Presentation:**
160 Terrie Dolan came before the Board to present the Bean Tavern Steering Committee recommendations
161 to the Board of Selectmen.

162 **RECOMMENDATIONS FOR USE OF BEAN TAVERN PROPERTY**

163 *MEMBERS: Kathy Hoelzel, Chair, Terrie Dolan, Vice-Chair, Brad Reed, Secretary, Gary Brown, Paul*
164 *Brown, George Plante, Joyce Wood*

165 *The Members of the Committee have toured the property, sought expert advice, analyzed all options and*
166 *below are listed the recommendations and conclusions.*

- 167
- 168 1. *Preserve the property by having it placed into the Town's Overlay Historic District*
169 *Pros: To safeguard and preserve the property for its architectural history*
170 *To regulate the construction, alterations and use of the structure*
171
 - 172 2. *Preserve the property by listing it on the State and National Register of Historic Places*
173 *Pros: To safeguard and preserve the property for its historic fabric*
174 *To record the historic significance of the building*
175 *To make the property eligible for preservation grants*
176
 - 177 3. *To offer the property for lease or sale as a Restaurant or Tavern through the town's Community*
178 *Development Department*
179 *Pros: With proper deed restrictions the town would be able to preserve the building's*
180 *historical authenticity and guarantee it's historical protection*
181 *Having the property continue to be owned by a municipality would make it*
182 *eligible to receive L-Chip funding grants*
183 *Puts the burden of restoration costs on the lessee*
184 *Selling the property would return it to the tax rolls*
185 *Cons: If the property were sold it would not be eligible for L-Chip funding*
186 *If the lessee or new owner did not fulfill the obligations of the sale or lease the*
187 *property would fall back on the town*
188
 - 189 4. *To offer the property in a private sale with deed restrictions*
190 *Pros: Puts the burden and cost of restoration on the owner*
191 *Selling the property would return it to the tax rolls*
192 *Cons: Less control over what happens to the property*
193
 - 194 5. *Preserve the property by creating a museum, open to visitors and incorporate other*
195 *Town Historical Displays, etc.*
196 *Pros: Will provide additional space for storage and display of Town of Raymond*
197 *historical artifacts*
198 *Cons: Will be hard to qualify for grants with this type of use*
199

- 200 6. *Convert the property to Public Meeting Space and/or create a Historical Site with space available*
 201 *to use, rent or lease to outside individuals and groups.*
 202 *Pros: The town retains ownership of the property*
 203 *Creates additional meeting space for the town*
 204 *Cons: The town would need to raise the costs for restoration*
 205 *Conversion to public use can be expensive to comply with local building codes*
 206 *and ordinances*
 207
- 208 7. *Resale of property with or without subdividing the land.*
 209 *Pros: Puts the burden and cost of restoration on the owner*
 210 *Selling the property would return it to the tax rolls*
 211 *Subdividing and selling off a portion of the land would provide monies that could*
 212 *be used for restoration*
 213 *Cons: Less control over what happens to the property*
 214 *The town could end up getting the property back in worse condition*
 215 *Land may be needed for parking and additional road entrances may be to*
 216 *close to intersections*
 217
- 218 8. *Relocate building to Historic District in center of town*
 219 *Pros: Would free up the land to be sold with proceeds to be used for restoration*
 220 *Cons: Due to the size and height of the building, moving it would be cost prohibitive*
 221
- 222 9. *Convert to Office Space for lease*
 223 *Pros: The town retains ownership of the property*
 224 *Cons: The town would need to raise the costs for restoration*
 225

226 **NOTES FROM STEVE BEDARD ASSESSMENT OF THE PROPERTY**

- 227 • *The property is in overall good condition but needs a complete interior and exterior restoration.*
- 228 • *Estimated cost to fully restore is \$400,000 to \$600,000.*
- 229 • *Estimated cost to fully restore exterior and 1st floor and to rough-in 2nd level is \$300,000 to*
 230 *\$350,000. The only requirement for what is done on the 2nd floor is that the staircase must be kept*
 231 *in its original location.*
- 232 • *Possible sources of funding are L-Chip Funding through the NH Preservation Alliance. This funding*
 233 *can be as high as 50% of the total restoration costs. Requirements are that you must have a*
 234 *declared use for the property; town ownership, faith-based ownership, or non-profits. The work*
 235 *must be completed in 2 years and funds for the owner share of restoration must be secured at the*
 236 *time of application.*
- 237 • *Other sources of grants and funding may be available including from the sale of Moose license*
 238 *plates.*
- 239 • *Most grants require that the property is listed with the Department of Historical Resources as a*
 240 *Historic property.*
- 241 • *The property can be sold or leased with Preservation Easements in place.*
- 242 • *Historical requirements are that the exterior must look historic and primary features must be*
 243 *retained.*

244 Gary Brown submitted a written statement which the Board Chair read. See letter and Board of
 245 Selectmen responses to letter attached to these minutes. Selectmen Campbell interrupted and
 246 expressed that the rebuttal responses to Gary Brown's written statement were and he quoted
 247 "ridiculous and it is work-force housing, chop it up all you want the people need to know what it is going
 248 to do to the school system and I guess I am going to be the guy to say it; start figuring out the costs, 1.5
 249 child per unit that is going in your school system; 192 units to start off another 172 units coming in

250 *people need to pay attention, it is coming and it is work-force housing.” “It is a tie-in agreement to the*
251 *grant we all know it, I have done my homework”, you know if Joe”*
252 Mr. Ilsley stated that he would have a separate discussion with Selectman Campbell. He clarified that it
253 was a zoned property, and he (Town Manager) does not bring that development in. I know that there
254 may be people that have put forth accusations but let’s talk realities. That was a zoned area for
255 development for multi-family, when it came in and I was made aware he stated we have a water tower
256 that needs to be put up and the town is not addressed the water tower, a \$4M project, let’s leverage
257 this project to get it done. In addition to that one of the tasks that the Board brought forward years ago
258 (Jack Barnes) was to look at municipal septic. So, I take the tasks of the Board of Selectmen and I
259 leverage those and overlay those against those developments that come in. To put the premise out
260 there that I (Town Manager) is doing this in my own volition is inaccurate and slanderous. Selectmen
261 Campbell interrupted again – he stated he was on the zoom meeting when the developer started off
262 with commercial and industrial endeavor, then all of a sudden it got pushed over to the housing. This is
263 why economic development committees are important for a town, because if I was not in on that
264 meeting, I would have never been privy to that information nor would the people of this town.
265

266 Continued Bean Tavern Discussion: Vice Chair Hoelzel stated she wanted to thank all the members of
267 the Bean Tavern Committee for their work and dedication. She apologized that the letter from Gary
268 Brown did not come up at last weeks meeting when we were making a final decision on how the report
269 would come to the Board. I received this statement this morning and did a significant amount of work
270 and research on this and I don’t appreciate when a member of a committee takes the liberty of not
271 being a team member. There was plenty of time for these issues to be brought up.
272 Terrie Dolan, Bean Tavern Committee member, asked if the letter from Gary Brown was submitted as a
273 resident or as a committee member? Chairman Plante stated it was not clear and not noted on the
274 document. Vice Chair Hoelzel stated the letter submitted is negative and the efforts of the committee
275 were positive. We evaluated and brought in experts to help us through the process and then submitted
276 our recommendations to the Board in written form. Gary Brown had ample time as a committee
277 member to voice his opinions/concerns before the Bean Tavern Committee.
278

279 **Governor’s Lake Beach Infiltration Terrance:**

280 Gregory Arvanitis, resident and President of the GLIA. *He stated that the GLIA are asking for the Board of*
281 *Selectmen to put a hold on authorizing the funds for Mr. Runcie’s plan for work on Governors Beach so no*
282 *further work can be done. We requested to be put on the Board agenda and would like the opportunity to*
283 *speak before funds are voted on. Below find the reasons we are requesting a hold on the funds:*

- 284
- 285 • *We are against the proposal “as presented” not opposed to the MS4 erosion work*
 - 286 • *The proposal was presented to the Board by a few residents without giving the GLIA the*
287 *opportunity for input*
 - 288 • *There are approximately 250 homes which have deeded rights with use to these beaches. No*
289 *notification was provided to anyone that a change of use was being considered.*
 - 290 • *MS4 as listed on the 6/7/21 agenda does not mean change of use. Stating the full intent of the*
291 *work would have brought out a response of many residents.*
 - 292 • *The proposal was written, does not give any consideration to the impact of the other residents*
293 *that use it to launch boats*

294 *The GLIA is an association for the improvement and maintenance of the lake. We have been monitoring*
295 *and testing the lake for over forty years as well as maintaining the beaches. We educate homeowners; we*
296 *work with the town and the state on these matters and respectfully request some time to evaluate the*
297 *situation and meet with state agencies to come up with an alternate proposal that may work for all the*
residents of the lake.

298 Selectmen Weldy asked if the town was expending any funds on this project. Mr. Ilsley stated Mr. Brewer
299 took the information from Mr. Runcie and got the information up to the Wetland Shoreline Protection
300 Bureau for inspection, and the town will have to file a permit because the scope of the work is large
301 enough that it will require a permit to proceed. So, the town held off on this to get the approval of the
302 Board to see if you want us to move forward, submit the permit application or if you wanted to give the
303 HOA time. Selectman Weldy stated that at the meeting in June, that it would be no impact and offered if
304 they needed something, but we did not offer to fund it. Mr. Ilsley continued, originally, we were told by
305 the state no costs would be incurred, but that is not true. We determined after looking at it that it would
306 drive a wetland permit when we reached out to those state agencies, they may be contractors to the
307 state? and they were not aware of the permitting process.

308 Mr. Brewer stated that the people that Mr. Runcie was speaking with was a division of the State that was
309 trying to do a program called "Soak Up The Rain" which is intended to work with homeowners to do things
310 around their home that will help infiltrate water as opposed to running off. In working with Mr. Runcie,
311 they made similar statements for improvements at this particular location off Governors Drive but they
312 were not aware of the regulatory requirements under shoreland protection. They shoreland protection
313 permit requires this type of disturbance to go through a permit process. This process is a 10-day process,
314 permit by notification, not major given the size, but still have to follow the guidelines. Once we were aware
315 of all of this, hence the discussion tonight we are bringing this forward to make you aware of permitting
316 costs. It was clarified that these individuals do work for the State of NH Environmental Services and when
317 we met them at the site location, they are not authorized to get permission to do the work that Mr. Runcie
318 was going to do. Mr. Brewer clarified that these individuals were providing guidance on design of what an
319 appropriate infiltration plan and we and Mr. Runcie with the information provided it would be ok to move
320 forward. Selectmen Campbell is concerned with the State's process and lack of communication. Mr.
321 Brewer's suggestion would if the Board wants to move forward, is to submit the permit, get their
322 comments. The permit costs is \$200.00. Selectman Weldy made a suggestion to apply for the permit with
323 costs with outlines and guidelines, but we might have an unknown expense until they approve. Mr. Brewer
324 stated he would submit a cleaned-up drawing of the project as to not incur any further engineering costs.
325 Mr. Runcie got up to speak before the Board, stating directly to Mr. Brewer that he had sent emails to Mr.
326 Brewer and wanted to send a check to cover costs and he stated that Mr. Brewer has been dragging his
327 feet the last two or three weeks. Mr. Ilsley stated the town employees are here to do the work of the town
328 and not here to take public abuse from residents. The reason that the paperwork was delayed was so Mr.
329 Brewer could do his due diligence on behalf of the town to make sure for the Board that the Board did not
330 get caught in a situation where they were unaware. It became very evident after the paperwork was
331 presented to Chairman Plante and Selectman Campbell that it was not exactly what was presented. Mr.
332 Runcie's remarks are inappropriate, if they want to discuss these matters appropriately and professionally
333 don't point fingers and call out employees and I ask the Board to take action on this.

334 Greg Arvanitis asked if the Board would pause and come up with something that is more viable as far as
335 the use of this property. Selectmen Campbell stated that the state has precedence over the local
336 government when it comes to boat ramps as we don't have the authority to grant. Selectman Weldy stated
337 and motioned that Mr. Runcie has a set of plans, Steve has reviewed them, and we move forward with
338 the permitting process find out exactly what they are going to do with their approved guidelines then
339 allow either the HOA or Mr. Runcie with their authority to proceed and bring it back before the Board
340 once we have all the information. Selectmen Weldy motioned to allow the expenditure of \$200.00 to
341 authorize to apply for the shoreland permit for protection of that town property, seconded by Vice Chair
342 Hoelzel; opened for discussion. A resident stated that others would like the opportunity to put in public
343 comment on this issue who are present tonight. Mr. Ilsley stated that to be consistent with policy the
344 Board held the position that when the Board has an agenda item that a member will come forward and

345 speak on the subject to represent a group to eliminate the back and forth giving time to the presenter to
346 present their case or situation. Others at the meeting were represented by the HOA President, MOTION
347 CARRIED 5-0-0. Mr. Ilsley stated when we get the report back and if there are any alternations, it will be
348 brought back before the Board for their review before any actions are taken.
349

350 **CRF Requests:**

351 Legal Expenses – Mr. Ilsley explained that this is the one-time cyclic CRF expenses in which \$40,000 was
352 budgeted, these are the legal bills that have been applied to this CRF. We are expending the full amount
353 \$40,000, Vice Chair Hoelzel motioned to approve the expenditure of \$40,000 from the CRF for Legal
354 expenses; seconded by Chairman Plante, for discussion; MOTION CARRIED 5-0-0.

355 10 Old Fremont Road Expenses – these are legal expenses associated with purchase process \$8,994.17;
356 Selectman Campbell asked for clarity on the legal bills from the attorneys. He wanted to get a breakdown
357 activity of all closing cost expenses. He would like to table until we get that information. Selectman Weldy
358 made a motion to table the CRF 10 Old Fremont Road, seconded by Selectman Campbell, MOTION
359 CARRIED 5-0-0.

360 Police Department Vehicle –Mr. Ilsley explained that part of the CIP they were in line to get a vehicle this
361 year, that vehicle was estimated at approximately \$34,000, they found a used vehicle and save \$17,000.
362 This is for 2017 Ford Fusion \$7,326.00 to be funded by Special Detail Fund, balance to be funded by CRF
363 in the amount of \$10,300.00. This will be the detective unmarked vehicle. Selectman Weldy made a
364 motion to authorize to expend the funds in the amount of \$7,326.00 to be funded by Special Detail Fund,
365 balance to be funded by CRF in the amount of \$10,300.00; seconded by Chairman Plante, MOTION
366 CARRIED 5-0-0.

367 DPW Truck Purchase - Mr. Ilsley explained that this is a replacement vehicle. It's a DPW 2022 F550 classic
368 4x4 SD regular cab, hydraulic utility plow, Swensen sander originally projected for \$94,000, coming in at
369 \$74,492.95. Mr. Brewer stated that the savings is due to two things: worked deal to save money and we
370 deleted the hydraulic dump body. This truck will be used in the winter for plowing and in the summer to
371 facilitate 2nd truck for the Parks department. It is a flatbed, cheaper than a dump body. The old vehicle is
372 15 years old and has almost \$10,000 hours on it with 92,400 miles. He gave an overview of the truck
373 bought in 2000 and all the work that has been done to it. The old vehicle will go to auction. State bid for
374 this vehicle is a diesel dodge and we want to stay with the F550. With the department heads looking at
375 purchasing vehicles at a lesser cost, it allows us to purchase additional vehicle without impact of costs to
376 taxpayers with CRF's being consolidated. Would like the CIP to take that on this year to help with savings.
377 It will be approximately 8 months due to the chip shortage; we are not locked in, and we have quotes, and
378 we need to get these in before the production year ends. He will do what he can to lock these prices in.
379 Selectmen Campbell made a motion to approve the expenditure of \$74,492.95 on the condition that we
380 can get a lock down on the price, if there is a change in the price, bring it back before the Board for further
381 discussion, seconded by Selectman Weldy, MOTION CARRIED 5-0-0.

382 Proposed Water Storage Tank Site MOA - Mr. Brewer stated that the subject development off Main Street
383 when that developer made the presentation to the Planning Board last November/December we had a
384 conversation with him about if he would allow us to place a new water tower on that site. He stated yes
385 he would consider it if he buys the land and gets all the necessary approvals. We want to ensure that that
386 location will work for our water systems hydraulically. We hired an engineering company to do research
387 to ensure that a water tower of that size would function properly with our water system. We did not move
388 forward with this until we have some agreement with the developer that would commit him to follow
389 through if we spent the money to do this study. This MOA is documenting his intent to follow through
390 with our arrangement and work with us if all approved. See attached MOA for Conveyance of Property of
391 Water Storage Tank between the Town of Raymond and Tuck Realty Corporation attached to minutes.

392 Mr. Ilsley reiterated, Planning is the responsibility of the Planning Board so whatever the Zoning allows
393 goes before those boards for approval, this is for us to continue in good faith for the engineering study if
394 it goes through. They need a 6 " main to get the water to that proposed development the town needs a
395 12" main and we need to look at the costs of all of that; what the costs benefit is for the town and for
396 them for putting up the water tower. Selectman Weldy commented that he is worried about
397 overdevelopment of the property because once we run water down 102 all of these 100-acre places could
398 now to subdivide them and I don't want to put 400 homes and burden the taxpayer/school and
399 development. Mr. Ilsley asked for clarification and asked the Board if they wanted to deny this
400 development for town water? The town historically has ignored the water tower and we are trying to
401 move forward to address the water tower issues. Selectman Campbell stated that it is a discussion for
402 afterward; possibly a work session? We are not talking about doing the development we are talking about
403 granting the MOA. Mr. Ilsley stated that it would not be under the qualifications of a nonpublic as it is not
404 a protected discussion under the RSA 91-A requirements. It would be inappropriate to have any discussion
405 other than in a public setting. Selectman Long asked that there was a statement that either party in writing
406 had the ability to cancel withing a 60-day notice; what's to say that we agree to this, spend the money
407 and down the road they decide they don't want this, what then? Mr. Ilsley stated nothing, they enter this
408 in good faith; it would be irresponsible for us to do a hydrological study without this in place, but if 60-
409 days later they want out, they could, and we would be out the money spent. We have no idea what will
410 get approved regarding this project, but we do know that we have a viable site in town for the water
411 tower. Mr. Brewer stated the longer we wait for them to get the approvals, the process will be delayed as
412 it will take time to get this water tower project started and completed. This gives us a jump start and get
413 the State satisfied with the upgrades of our town water towers. Orchard Street and Route 156 are the
414 towers that are in dire need of replacement and the State has them on their list. Route 156 Water tower
415 holds a majority of all the water, and it cannot be repainted any longer. The Orchard Street tower to
416 replace would be substantial costs as we would have to construct a road in. Selectman Campbell asked if
417 we went after a grant and got a loan, would that be feasible to have our own water infrastructure? The
418 town has typically over-mortgaged the water department and it is running a deficit for three to four years
419 straight and then it will run a positive cash flow of \$5,000, then the next year it will run a positive of
420 approximately \$150,000. To put any further loan on that department is extremely unadvisable. Mr.
421 Brewer stated that in the study that was done for the water towers stated that when we take down
422 Orchard Street tower because it is small and very old – it doesn't turn the water over as frequently as it
423 should and the Route 156 tower not only needs paint it needs some mixer inside and other OSHA related
424 improvements it needs to get the control system that is built in under the tank pulled out and into a
425 cabinet. These are just some of the improvements listed by the State that we need to comply with.
426 Bundled together it is prudent and less expensive to build one tower that is a 600,000-gallon tank. That
427 will give us two 600,000-gallon tanks, one a Long Hill and one on this new site. Dissolving Route 156 and
428 Orchard Street eventually. We are trying to piggy-back on this development and share the costs on the
429 access road etc. The study is \$10,000 and has been approved through the CRF to do this evaluation. Mr.
430 Ilsley stated that we have held back until we get some assurance that the land be able to be utilized. Vice
431 Chair Hoelzel stated she would like to table until the next meeting. Selectman Weldy asked if it would be
432 prudent to get an easement or right of way from the current owner versus waiting for someone who may
433 purchase it down the road? Mr. Ilsley stated he thought the property was under a Purchase and Sale
434 agreement (option), a purchase and sale with conditions. Selectman Campbell stated that it is under a
435 purchase agreement, but if the approvals fall apart the town could say we will buy a portion of that, and
436 it belongs to the town. Mr. Ilsley stated it may not be as costs effective then as the town would have to
437 build the road and lay the pipe. Selectmen Weldy motioned to table this discussion until the next Board
438 meeting, seconded by Vice Chair Hoelzel, MOTION CARRIED 5-0-0.

439 **Overlook Drive Acceptance Update:**

440 Mr. Ilsley stated that the draft easement was sent to legal for changes; it did state the liabilities to the
441 town, however the liabilities were ambiguous and legal counsel did feel that there was some exposure to
442 the town. They made two recommendations, amend the easement deed and an amendment to the
443 warranty deed. The contractor is comfortable with the changes, if the Board agrees town legal will finalize.
444 The process is that we will have to have a public hearing to accept the road. See attached easement deed
445 and warranty deed. Mr. Ilsley stated he would like to add an amendment to Legals amendment:

446 *After a duly noticed public hearing in accordance with RSA 674:40-a, III the Raymond Board of Selectmen*
447 *voted to accept this Deed and Overlook Drive as a Class V Town Road and voted to authorize the Town*
448 *Manager to sign this deed on the Board's behalf.* Mr. Ilsley recommends that the Board of Selectmen
449 individually sign the Deeds, not the Town Manager on the Board's behalf. Selectman Campbell asked if
450 the Contractor's attorney is paying for these changes. Mr. Ilsley stated that when this was discussed with
451 the Board and the Contactor at a prior meeting, the Board agreed that the town would pay for town legal
452 to make these changes/amendments. Selectmen Weldy made the motion to put forth the amendments
453 as stated and get to draft to town legal, seconded by Selectman Campbell, MOTION CARRIED 5-0-0.
454

455 **Unanticipated Revenue Donations to the Town:**

- 456 • Primex Premium Holiday Funds: Mr. Ilsley stated these are funds that are part of our premiums
457 returned to the town in the form of a check. Unemployment \$4,372.98, Worker's Compensation
458 \$11,915.22 and Property and Liability \$3,281.79. These funds will be used to reduce the tax
459 burden or put towards capital improvements etc. Vice Chair Hoelzel made a motion to accept the
460 funds listed above in the form of a check back to the town, seconded by Selectman Campbell,
461 MOTION CARRIED 5-0-0.
- 462 • VFW Funds Donated to Town for Assistance/Welfare for Utilities: Selectman Campbell motioned
463 to accept the funds from the VFW in the amount of \$1,000 for the use stated, seconded by Vice
464 Chair Hoelzel, MOTION CARRIED 5-0-0.
- 465 • Household Hazardous Waste Grant funds: in the amount of \$3,251.00. Selectman Weldy made a
466 motion to accept the funds as stated for HHHW grant, seconded by Selectman Long, MOTION
467 CARRIED 5-0-0
- 468 • Donation of 10 backpacks with school supplies to the Town Welfare Department: Donated by the
469 American Legion Ladies Auxiliary; motion made by Vice Chair Hoelzel, seconded by Selectman
470 Campbell, MOTION CARRIED 3-0-2. (L. Weldy and G. Plante abstained).
471

472 **Approval of Minutes:**

- 473 • July 26, 2021 – Selectman Weldy motioned to approve minutes as written, seconded by Chairman
474 Plante, MOTION CARRIED 4-0-1.
- 475 • August 9, 2021 - Selectman Long motioned to approve minutes as written, seconded by Chairman
476 Plante, MOTION CARRIED 5-0-0.
477

478 **Other Business/Board Announcements/Correspondence:**

- 479 • Chairman read announcements
- 480 • RCFY Survey: the Raymond Coalition asked if the Town could put a link on their website to
481 promote community to take the survey; Chairman Plante motioned for community to go onto the
482 RCFY link to RCFY'S webpage to take the survey rather than putting a link directly onto the Town
483 page, seconded by Selectman Long, MOTION CARRIED 5-0-0
- 484 • 2022 Direction from the Board for Social Services: Mrs. Intonti is seeking direction from the Board
485 as to how to handle social services. Option 1: Does the Board want the town to reach out to these
486 social services and let them know we are taking applications, or Option 2: Does the board want
487 to not reach out to socials services and give them information if they ask prior to budget
488 finalization. Selectman Weldy motioned that the town discontinue noticing social services for

- 489 town funds and if they wish to request funds that they have to ask and if new present to the Board
490 for funds; seconded by Selectman Long, MOTION CARRIED 5-0-0.
- 491 • 9-11 Ceremony: What day does the Board want to hold this event? This year it is a Saturday, and
492 it is also Olde Home Days and American Legion Car show along with other events. Chairman
493 Plante made a motion to hold 9-11 ceremony on the actual day of September 11th, 2021, seconded
494 by Selectman Weldy, MOTION CARRIED 5-0-0. Correspondence with regard to 9-11 was given to
495 the board from residents.
 - 496 • Land Use: Request from UNH Student to do a Furbearer Study at Riverside Park. Selectman
497 Campbell made a motion to allow this study out at Riverside Park no charge/fees, seconded by
498 Selectman Weldy, MOTION CARRIED 5-0-0.
 - 499 • Letter from Assessor: abatement for current use tax in the amount of \$6,600 Map 4/Lot 57,
500 improperly charged, Vice Chair Hoelzel made a motion to approve and agree with the Town
501 Assessors recommendation, seconded by Selectman Campbell, MOTION CARRIED 5-0-0.
 - 502 • Parade Permit for Home Coming: Date was changed, Board needs to re-approve new date.
503 Selectman Long motioned to accept the updated parade permit, seconded by Selectman
504 Campbell, MOTION CARRIED 5-0-0.
 - 505 • Conservation Commission Recommendations regarding request to Baiting/hunt on Conservation
506 Land: The Conservation Commission did not recommend it for various reasons. Selectmen Weldy
507 motioned to accept the Conservation Commissions recommendations to not allow baiting on the
508 requested conservation land/trails, seconded by Selectman Campbell, MOTION CARRIED 5-0-0.
 - 509 • Eagle Scout Certificate: The Board signed certificate, Vice Chair Hoelzel will attend the court of
510 honor ceremony on September 12th.

511
512 **Citizen Questions/Answers/Comments:**

513 William Devantney: Overlook Drive issue regarding pick up of resident's curbside pickup. Road has to be
514 accepted by the town first; we are getting closer.
515

516 **Town Manager's Report:**

517 Mr. Ilsey reported:

- 518 • Congressman Pappas came to town and met with himself and other staff;
- 519 • Soft yard waste is now being accepted at the transfer station, check our website for all the details
520 and cost associated with it.
- 521 • Sale of Deeded property, closed sale of 17 Epping St; we have pulled back 129 Langford and 71
522 Prescott Rd; these will go out for bid again. This effort we have sold since 2018 over \$700,000 in
523 deeded properties and put \$1M on the tax rolls.
- 524 • Shattigee Rd Culvert: it won't happen until next year; we need to go through the permitting
525 process. The scope of the work it is conceivable that it could turn into a bridge. Still working with
526 engineers.
- 527 • Follow up on use of Accu-Vote Machines: We completed our research and found that there is or
528 was ever a warrant article put forth for the use of accu-vote machines. See research and timeline
529 research documents on the webpage under Board of Selectmen docs
530 <https://www.raymondnh.gov/selectmendocs>.
- 531 • Road work update: delayed due to rains. Check the website to see updates on paving. Should be
532 done in September/October.
- 533 • Cemeteries: I and Mr. Brewer talked to our contracted services who mows the cemeteries. They
534 had not mowed in a while. They explained the rains and lack of keeping help has put them behind.
535 They were there today mowing. I advised them to let me know if that happens so we can take
536 care of it. Selectman Long stated that the cemeteries are lacking the care that we are accustomed
537 to due to not having a cemetery sexton. It is unfortunate that we are in this position.
538
539

540 **Board of Selectmen Report:**

541 Selectman Long, no comments, Selectman Campbell, will attend a ZBA meeting, Selectman Weldy, no
542 comments, Chairman Plante, attended Planning Board, Vice Chair Hoelzel, thanked the Bean Tavern
543 Committee.
544

545 **Non-Public: RSA 91A:3, II (c) Reputation: Non-Public: RSA 91A:3, II (a) Personnel:** Vice Chairman Hoelzel
546 made a motion to enter into non-public session, seconded by Selectman Campbell the Board was polled,
547 Hoelzel Y, Plante Y, Campbell Y, Weldy, Y, Long, Y and the Board will only return to adjourn. Non-public
548 Session began at 9:41p.m. The public session reconvened at 10:40p.m. The Chairman stated that the
549 nonpublic minutes under Reputation will be sealed for 3 years, August 23 , 2024 and the nonpublic minues
550 under Personnel will be sealed for 5 years, August 23, 2026. No other board business was conducted.
551

552 **Adjournment:**

553 The selectman made a motion to adjourn the public meeting at 10:45 p.m., seconded by all Selectman,
554 MOTION CARRIED, 5-0-0.
555

556 **Minutes Recorded By:**

557 Deborah Intonti
558 Executive Assistant to the
559 Board of Selectmen and Town Manager
560

These minutes are draft and are on file
in the Town Clerks office for viewing.

561 Attachments: G Brown Letter
562 BOS Responses to G Brown Letter
563 MOA Water Tower
564 Overlook Drive – Easement Deed/Warranty Deed
565 C Matthews statements

Memorandum of Agreement for Conveyance of Property for Water Storage Tank

This Memorandum of Agreement (“MOA”) is made and entered into by and between the Town of Raymond with an address of 4 Epping Street, Raymond (the “**Town**”) and Tuck Realty Corporation (“**Tuck**”) with an address of P.O. Box 190, Exeter NH 03833 (collectively, the “**Parties**”) for the purpose of conveying a portion of land, with an easement to/from, for a municipal water tower on property to be acquired by Tuck located on Main Street, Raymond, N.H. and further identified as Town of Raymond Tax Map/Lot 023-000-025 (the “**Property**”).

A. Purpose

Whereas, Tuck is in the process of acquiring the Property for a proposed residential development and has a purchase and sale agreement with the current owners of the Property (the “PSA”) pending Site Plan approval;

Whereas, Tuck is in the process of applying for Site Plan approval before the Raymond Planning Board for the proposed development;

Whereas, the Town is in need of a location for a new, proposed water storage tank;

Whereas, the residential development, as currently envisioned, will contain sufficient additional land for the location of such a water storage tank;

Whereas, the Town wishes to acquire a portion of the Property in fee or by easement for the location of the water storage tank and for water line access and vehicle access to/from said proposed water storage tank and Tuck wishes to convey such property interest(s) to the Town for said purposes; and

Now therefore, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

B. Agreement

1. In reliance on the promises made in this Agreement by Tuck, the Town intends to pursue and pay for a non-invasive study (the “**Study**”) for the feasibility of a water storage tank on a portion of the Property in an approximate area as shown in the attached Exhibit A depicted as “Area to be evaluated for a proposed 600,000 gallon water storage tank” and including the blue line leading to Main Street representing a proposed and roughly approximated water line (“Tank Site and Line Easement”).
2. Tuck agrees to, upon written notice from the Town, and subject to the terms of the PSA, provide access to the Property for the Town and its employees and agents to complete the Study.

3. The Parties agree that following full and complete acquisition of the land by Tuck, and upon written notice from the Town that the Town would like to proceed with acquisition of the Tank Site and Line Easement, the Parties shall negotiate in good faith to enter into an agreement with the Town for said acquisition. Such agreement shall include, without limitation, payment for the Tank Site and Line Easement, an agreement for shared costs for the installation of the access road to the Tank Site and all water line infrastructure, and proposed terms and conditions for the residential building(s) within the proposed development to tie into the Town's water line subject to review and approval by the Planning Board during Site Plan review (the Parties agree and understand that the Planning Board is not bound by the terms of any such agreement between Tuck and the Selectmen).
4. Nothing herein affects, one way or the other, the local Land Use review and approval process before the Raymond Land Use Boards, Commissions and / or Committees, which are independent bodies.

C. Duration & Termination

1. This MOA shall terminate and become void and of no further effect under the following circumstances: (i) the currently existing PSA for acquisition of the Property by Tuck or his transferees or assigns is terminated and no new agreement is executed for acquisition of the Property; (ii) Tuck or his transferees or assigns fail to receive all local Land Use approvals; or, (iii) the Town fails to provide Tuck with the written notice stated in paragraph B.2. above upon being formally notified that Tuck has full ownership of the property.
2. Either Party may terminate this MOA at any time with sixty (60) days' notice to the other.

D. Indemnification

1. The Town agrees to indemnify and defend Tuck, its agents, successors and assigns, from and against any and all liability for personal injury or property damage to any person or property as a result of negligent or willful conduct by the Town concerning the use or occupation of the Property by the Town, its employees or agents pursuant to this Agreement.

Tuck Realty Corporation:

Date

Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, known to me as, or satisfactorily proven to be, the person executing the same.

Justice of the Peace/Notary Public
My commission expires:
Stamp:

Town of Raymond:

Date

Joseph Ilsley
Town Manager
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Joseph Ilsley, in his capacity as Town Manager for the Town of Raymond, known to me as, or satisfactorily proven to be, the person executing the same.

Justice of the Peace/Notary Public
My commission expires:
Stamp:

THIS SECTION INTENTIONALLY LEFT BLANK

Dear Board Members

Economic Development is **the creation of wealth from which community benefits are realized**. It is more than a jobs program, it's an investment in growing your economy and enhancing the prosperity and quality of life for all residents. To me, it sounds like a definition of the Free Market System.

Community Development is **a process where community members are supported by agencies to identify and take collective action on issues which are important to them**. To me, this sounds like a definition of Communism.

Commercial activity is an activity intended for exchange in the market to earn an economic profit.

I list these three definitions because they were used by the Town Manager at the Bean Tavern Meeting last Wednesday as we commented on, and then accepted the recommendations offered by the Bean Tavern Committee. At that meeting I asked why the term Economic Development was used in the recommendation proposal. The Town Manager stated that the position didn't exist since Mr. Creveling's departure, and it was now called Community Development anyway, and the Town Manager was running the position. In addition, as far as I know the Economic Development Committee sits idle and the committee resides under the purview of the BOS whether there is a Town position or not to help support the EDC.

Who on the BOS authorized the Town Manager to absorb the Town position into his job description, when was the vote taken? Why has the BOS not filled the EDC board positions?

Also, I want to clarify and add more content to two recommendations that were submitted to the BOS so the BOS can make a more intelligent decision on moving forward. Let's start with #6.

Recommendation #6 Resale of property with or without subdividing the land.

First, all recommendations show a pro and a con, I must point out there was no con stating an adverse, and in my opinion, heavy burden on the abutting residents especially the Horse farm across the street. The Town Manager said that the Bean Tavern property was and has been zoned commercial. A horse farm would fall under a commercial venture and in addition if there truly was a Community Development department that the Town Manager heads up why were these abutters not involved in the Community Development conversation? Sub dividing that property into 3 lots would put a burden on the road (can't access from Rt.102) and such small lots would eliminate off street parking to a few cars. So, convenience stores, fast food, bank, gas station or pharmacy would be the only business available. None of these commercial ventures would be conducive to the existing Commercial business, currently on the road. This needs to be added as a con.

Recommendation #3 To offer the property for lease or sale as a Restaurant or Tavern through the town's Community Development Department

You need to be informed about a pro and some cons that didn't make it into Recommendation #3. They are listed below for your review. It would take too much time to read the full text of the pro here so I will highlight the pro including the full content at the bottom of this letter.

First the Cons. The cost to restore this building is more than \$1,000,000.00 @400+ per square foot current average rate (doesn't include the horsehair plaster reclamation). Not the 400K to 600K listed. Ask anyone who is a builder what it costs to build today. If the expert that gave this price says it can be done hire him under an airtight contract. **Con #1 Restoration price is prohibitive for the Town.**

Although leasing is acceptable to a business the building would need to be restored before anyone would lease it. Business economics 101. **Con #2 No one would lease the building and then restore it for the lessor.**

Does the taxpayer want to be a landlord with all the maintenance, insurance and liability that comes with it? **Con #3 Do we the taxpayer want the Town to be responsible for leasing the building as the landlord?**

The pro in a nutshell. Enter a partnership between the Town, a restaurant investment group, the citizens, and the stakeholders on the road to restore the Bean Tavern back to its original purpose as a commercial enterprise that would fit that commercial section of Town. **Pro #1 True community development with limited or zero further impact on the taxpayer. Could remain the Lessor if the taxpayer voted, the abutting stake holders would have a say in what happens there (The Bean Tavern itself would be meeting rooms the restaurant would reside in the new barn and attached building). The Tavern would retain historic artifacts and a store for local goods. The project would be controlled by the taxpayer and stakeholders creating Town unity. First project for the new Economic development Committee.**

I would also like to recommend to the BOS that they immediately reactivate under their control the Economic Development Committee. Remove the burden of Real estate development from the Town Manager's control. The Town Manger is a great guy and very capable, but he doesn't live in the Town. Why would you grant that task to any non-resident?

Stop telling the World we are a poor town, it's not an asset in a sales pitch. Use positive terms like opportunity, outstanding location, undeveloped possibilities. Your Marketing is counter to raising up the value of Raymond. I want people to say 5 years from now, "I wish I had purchased in Raymond years ago". Our industrial parks should look like Liberty Lane in Hampton and not like Walmart.

Stop pitching for business and grants that push affordable housing apartment buildings. We don't need A Chinese manufacturer like Nike putting a distribution center in town. Why attract more minimum wage jobs. Have we learned nothing from Walmart?

I hope I have put enough questions in your head that you will move to table a decision on this matter until further study has been completed. The Bean Tavern Committee was staffed with great hardworking, decision makers that didn't have the time to deep dive the recommendations other than putting the property into historical protection. That needs to be moved on ASAP. Thank you for your time.

Details on recommendation #3

Let's address the private residence first. I don't believe this would ever happen. Even with grants you would have to really love this property to purchase and restore it to live in it as a primary residence or rent/lease it out. I can think of a million+ reasons or more it would never happen. You would never get your return on investment. Maybe a neighbor would purchase it, but I think that would have happened already. There are hurtles to bringing in a restaurant, but none that can't be overcome. Currently in New Hampshire there is an overabundance of restaurant property, and even when there is not, restaurants go into existing buildings that only need the interior built out with kitchens, stores, etc. (Good example is Tuckaway Tavern). So, you have the same problem as a resident purchase. It is not worth the investment. However, I see this as a huge asset and opportunity that goes beyond just restoring a treasured landmark as I layout briefly here.

The advantage of restoring it as a Tavern with its historic value would be an asset to a restaurant group. A unique brand like history, and folklore is a strong Marketing advantage making it appealing. Its location and known success of other restaurants at that exit (Tuckaway Tavern) is also appealing. The pitfalls of all the other recommendations becomes a potential asset in restoring the building. A partnership between the Town, the residents, factions in the community, and a partner restaurant group would go a long way to unity of purpose, and a blueprint for future development for all. Here is why I say that. First, A restaurant will not tear down, then restore with equipment costs that property. There is too much inventory (Even Common man no longer does that). The right restaurant would work with the local

artisans and the historic commission to build the brand name of the restaurant. Example would be selling local products put the actual restaurant in a barn that could seat 400 people leaving the tavern as a store/museum/meeting room(s). It would also open availability of grants and, most importantly, ideas for raising other capital. Historical go-fund-me efforts, citizen fund raising, investor cash, etc. It would allow the town to learn how to work with business and Town's people to complete a project that everyone can be proud. We would also learn how to do a project on time and on budget like a business does every day. From that the town gains muscle memory for the next project along with a great white paper, webinar, and other vehicles, for use by the Economic Development Committee to attract all types of business That pay more than minimum wage. This is how high tech does business. Besides, what other Town even does this type of pitch for new business development? It not only brings the Town together, but it would also impress the type of business Raymond needs; taxpaying, high salary, community involved corporations. Think about that effect on the future of our Town.



BOS Responses to G Brown Letter 8-23-21

Response: For clarification of the public record, what occurred was, Mr. Brown questioned why Economic Development Department was on the Bean Tavern Committee's proposal stating it did not exist anymore because of the departure of Ernie Creveling.

- a. The Town Manager agreed that the term should not be Economic Development Department, rather it should be Community Development Department.
- b. Mr. Brown inquired who runs the Department, to which the Town Manager responded he did, Mr. Brown asked why? The Town Manager replied it saved \$130,000 and Mr. Brown responded "so?".

For clarification, Community Development is the industry standards name for the functions of planning, code enforcement, and economic development in a municipality and has been the long-standing name for this Department long before the Town Manager assumed office.

Response: In June 2019, the Town conducted a Re-origination to address the splitting of the Town Clerk and Tax Collector Positions, reduce the number of Directors, increase the number of Administrators. The Board of Selectmen assigned the duties of Community Development Department under the Town Manager to save the taxpayers \$130,000. This was presented publicly.

Response: There appears to be a misunderstanding here of zoning and abutter notifications requirements. For clarification of the public record,

- The Bean Tavern is zoned C1; Commercial; Commercial Districts are designed for the purpose of centralizing the provision of basic goods and services.
- A horse farm would fall under Zone B Residential Agricultural; regardless of if it generates revenue for the owner

Abutter notifications: Regarding notifications of abutters; this occurs when there is an application submitted for the property or when a developer is discussing conceptual design specific to a property; generally before a land-use board.

In this case, an Advisory Committee was outlining potential options for the Board of Selectmen to consider, and abutter notifications would not have been required for the Committee (or by the Town Manager). All meetings by the Committee were noticed and recorded for RCTV.

However, Abutter notifications would need to occur during a Board of Selectmen Public Hearing to hear resident thoughts on the committee's recommendations and any subsequent Planning Board or ZBA Meetings involving the Bean Tavern.

Response: Neither the Town, Board of Selectmen nor the Town Manager have pitched grants for "Affordable Housing Apartment Buildings".

In fact, when the Town Manager noticed an increase in Community Development Block Grants (CDBG); specifically for low-income housing, he elevated this to the Planning Board Chair and the Board to consider that the Town adopt a process to get these requests before the Planning Board and then to the Board of Selectmen for action and not allow the approval authority to be in Town Hall.

Furthermore, there seems to be some confusion regarding developments that are being pursued by Developers. A property off Main Street was zoned for multi-family housing units while there was a Sewer Overlay. During this time, a developer decided they wanted to build "Market Rate"; this is not the same thing as "Affordable" apartment buildings and was allowable per the zoning; please see the definitions below.

Market-rate housing means **that rent is set at a rate that is comparable to other housing units in the area.** New construction is costly, which means that new housing developments frequently come with high rents. The federal Department of Housing and Urban Development (HUD) defines an "affordable dwelling" as **one that a household can obtain for 30 percent or less of its income.** ... So, by this definition, a dwelling is considered "affordable" for low-income families if it costs

less than 24 percent of the area median income. It is important to note; the Town Manager does not have or attempt to exercise authority over land use approvals or denials. However, what he has done is to build partnerships with developers to address municipal issues such as, the use of a portion of a property for the new Water Tower location saving the Water Department \$100s of thousands of dollars. He has worked with developers to leverage the Exit 4 Area developments which are in a Tax Incremental Financing District (TIF) to help establish a municipal septic and deliver this to Downtown business as part of a revitalization strategy. This strategy has been presented to the Rockingham Economic Development Center, NH Bureau of Economic Development, The NH Governor's Executive Council and Congressman Pappas' Office. Furthermore, his efforts have received recognition from all of the above for strategic planning to facilitate economic development in the community.

2)

August 23, 2021

To: Raymond Board of Selectmen From: Carolyn Matthews *cm*

Re: 2022 Town Budget

Attached: Bud Com Minutes January 5, 2021: Page 2 -3 (my public comment) & 21-23 (my letter)

On January 5, 2021 at the Public Hearing for the Town Budget I was told that my comments were not timely and would have to be made in the September/October timeframe before the Selectmen before the tax rate is set. So here I am. With four requests:

- 1) Please consider Raymond's 4,000+ households who are still trying to dig out of lost wages and decimated savings due to the ongoing Covid 19 pandemic.
- 2) Please consider adjusting your financial policy and offering tax payers a one-time substantial tax reduction by returning to us a portion of our surplus taxes. Last year, for the third year in a row our excess surplus tax fund balance over and above the NH DRA recommended 17% went into warrant article projects listed as having "no tax impact" with none of the \$2,039,000 returned to taxpayers for substantial tax relief.
- 3) Please work to more accurately forecast tax revenue so we don't continue to generate such large surpluses each year.
- 4) Finally, please reinstate the tradition of having our Town of Raymond Department Heads attend your meeting to present their department needs and dialogue with and educate your board and the public on the challenges they face and the budgets they recommend. This was always an important moment for us to hear from those who serve us and I miss it very much.

Thank you and thanks to staff who work so hard on our Town Budget every year. Please include my letter in your minutes.

Budget Committee Minutes

Town of Raymond, NH

Tuesday, 05 JAN 2021 (APPROVED)

Mr. Ilsley discussed the 12 Core Warrant Articles Supplemental Warrant Articles for the Town.

Mr. Ilsley discussed the 2021 Revenue Projections and then summarized the Town 2021 Appropriation Package.

Question- Why did we not determine the purpose and use of purchasing the Bean Tavern before deciding to try and buy and figure out the purpose afterward? Mr. Ilsley explained the time sensitivity of the marketing approach.

Comment from Mrs. Watjus. "I just want to make sure that the people who were watching knew that this is a public hearing, and it's a public hearing on the town's budget because the budget committee has not voted on a budget. The reason I'm saying that is because they're their expectation is that there was a budget. So I want to clarify that so everybody knows it's still the town's budget. It's not the budget committee's budget.

→ Community member comment – Carolyn Matthews. (Comments attached to minutes) Thanked everyone on the committee and the town and school board. She thanked Joe Ilsley for the communication to the community. She mentioned serving on the CIP committee for 2 terms. She hoped that the committee would remember the 4,000 plus ~~community members~~ ^{HOUSE HELDS} dealing with lost wages, and lost family members. She felt this was the year that warranted substantial tax relief, these considerations are necessary. The proposed tax budget offers 19 cents per thousand tax relief over last year. There are 8 warrant articles that remove \$2,039,000 from our fund balance of surplus taxes collected in the past. She had specific recommendations to give the community a one-time tax break for this year:

Articles 23 and 24 reduce each of them by half.

Article 28 reduce to \$40,000 to keep the legal fund and saving \$121,500.

COVID relief can be taken from the contingency fund if needed.

Police technology upgrade could wait a year.

Warrant article 29 road revitalization fund. She saw this as a one-time effort to create a pause.

Half the payment to the facility revitalizations fund and consider extending the 5-year plan.

Warrant Art 31. New Town Equipment Fund. The budget committee should do a no recommend action on these items. She believes these should be on the CIP.

New Emergency Management Fund. She mentioned emergency preparedness is a huge priority. She hoped that the town was using state grant money but consider halving the amount for this year which would save \$160,000.

Warrant Article 33 regarding the Bean Tavern. She believes the warrant article should go to the public. It should be funded by tax dollars versus tax surplus because there will be follow on tax impacts to maintain a historic building, and the building may be removed from the tax roll.

She said she hoped the town would get to the number 1 request on the 2010 master plan ~~item~~, which is a community center.

Budget Committee Minutes

Town of Raymond, NH

Tuesday, 05 JAN 2021 (APPROVED)

She mentioned the master plan has not been funded and the decision for the planning board to update the master plan has not worked out which left the community with an outdated plan and community residents that have not had a chance to chime in on our plan. She asked to find \$20,000 to launch the master plan because 10 years is a long time to not have a master plan.

Mr. Ilsley thanked for Carolyn's comments. He mentioned his coordination efforts with the CIP. He talked about setting the tax rates and cutting the recommended items would not achieve the reduced tax reduction.

Carolyn Matthews asked why we cannot apply some of the unreserved fund balance to reduce the tax rate and asked Joe to clarify why this isn't a possibility and what other work arounds are possible.

* Mr. Ilsley said that the town can use unassigned fund balance when the tax rate is being set. That is when we use the unassigned fund balance. The Board of Selectman can make that decision in the September/October timeframe,

→ Community Member comment – Phil Merrill and Tracy Merrill commented that he agreed the Bean Tavern should be saved. He asked about the interfund the operating transfers. What are the functions?

Mr. Ilsley said it was the water department, special revenue funds for fund 18 pay as you throw program.

Julie Jenks explained that the notes were fund 17 for the firetruck and fund 18

There was a discussion about the water department funding and the difference in opinion between the Town's perspective on accounting and the DRA perspective.

Mr. Merrill asked about the Orchid Street Water Tower and when it was last inspected. Mr. Ilsley stated that the water towers are in desperate need of repair and the state is mandating the town to fix it, and the town has 2-3 years to fix it.

Mr. Merrill asked about the setbacks on the wet lands which would impact the town re-evaluation. Mr. Ilsley stated that this is a planning board warrant article that neither he, nor the Board of Selectmen have oversight of. He mentioned that there is a citizen petition, protest petition, being presented in the upcoming Board of Selectmen meeting. He stated the most appropriate place to discuss this is in the deliberative session. Mr. Ilsley stated the Budget Committee had no impact to this. Mr. Ilsley then talk about off setting revenues, new growth is off setting revenues. Mr. Merrill discussed his concern with losing property value due to the set back. Mr. Ilsley encouraged Mr. Merrill to get involved in the upcoming Board of Selectmen meeting. Mr. Merrill asked about proceeds from long term bonds and notes. Mr. Isley explained the town does not do bonds and notes. He explained some success from Ed French's efforts as the Town Treasurer.

Budget Committee Minutes

Town of Raymond, NH

Tuesday, 05 JAN 2021 (APPROVED)

Attachment 1: Community member letter from Carolyn Matthews

To: Chairman Dollan & Town of Raymond Budget Committee

From: Carolyn Matthews

Re: Public Hearing for Town of Raymond Budget & money Warrant articles 1/5/21

I'm Carolyn Matthews, Raymond resident.

Thank you Chairman Dollan and members of the Raymond Town Budget Committee for your work thus far. And thanks to all who've done the heavy lifting on our town budget proposals this year, especially for the organization and increasingly clear communication from our town manager, Joe Isley. Now it's your committee's turn. Once you've voted, the budget becomes your budget and you'll send it to us for deliberation and voting. My hope is that during this end process you can keep in mind Raymond's four thousand plus households, most of whom will spend the rest of this year and next year at least, trying to dig out of lost wages and decimated savings and other hardships due to pandemic issues.

If ever there was a year when an emergency warranted substantial tax relief, this is that year. If ever there was a year when at least some of our fund balance -- surplus taxes we have paid in past years -- should go back to the taxpayers, this is that year.

The proposed town budget with its money warrant articles offer us about ~~nineteen~~ ^{ten} cents per thousand of tax relief over last year if my math is correct. Eight warrant articles remove \$2,039,000 from our fund balance of surplus taxes collected from us in the past. I have some specific suggestions about how to reduce that \$2 million plus in order to give citizens a substantial tax break this year, and then I want to end with a common thread that ties it all together, so please save your questions and comments till I finish.

Specifically on the fund balance surplus sourced articles:

1. Warrant Article 23 and 24: (accrued time for those who retire) Consider reducing each by half to save \$20,000.
2. WA 28: (the new one-time cyclic procurement fund) reduce to \$40,000 (to keep the legal fund) to save \$121,500. Covid 19 relief can be taken from the contingency fund if needed, the re-val mailing money can be found in the budget, and the police technology upgrades can wait one year,



Budget Committee Minutes

Town of Raymond, NH

Tuesday, 05 JAN 2021 (APPROVED)

especially since the public needs time to acclimate and weigh in on the idea of body cameras and electronic finger printing, and this year's deliberative session will not be accessible to everyone.

3. WA 29 (road revitalization supplementary fund) half this year's payment to save \$150,000 and extend the five-year plan by a year if necessary.
4. WA 30: (facility revitalization fund) halve this year's payment to save \$350,000 and extend the five-year plan by a year. Note: CIP Committee has long discussed the need to build cover for the new DPW equipment to avoid premature rusting of new vehicles. Perhaps this is a higher priority than refurbishing Torrent Hall.
5. WA 31 (new town equipment fund) eliminate to save \$257,500. The budget committee should render a NO RECOMMEND on establishing this fund and using surplus to establish it. First, this is a CIP function and items should appear in the CIP budget and CIP plan with each piece of equipment and its need examined annually. Mixed CRFs can be problematic beginning with a lack of public transparency. The process of funding CRFs through the collection of surplus taxes every year is not sustainable, in my opinion.
6. WA 32 (new emergency management fund) halve the amount to save \$160,000. Emergency preparedness has long been a high priority for those of us who went through the 2009 flood. I served on the Hazard Mitigation Committee in 2010 and 2015 and I hope this plan has been updated. Grant money is available from Rockingham Planning Commission for updates to that plan and to our Emergency Management Plan. Town-wide communication was our biggest problem in the days of flooding and that needs to be addressed.
7. Finally, WA 33: (purchase of the Bean Tavern) I believe this warrant should go to the public to allow a community weigh-in; however, the purchase should be funded with tax dollars rather than the tax surplus to truly reflect the fact that going forward, this project will indeed have a tax impact, including removing a property from the tax rolls, so it is misleading to use the no-tax-impact strategy. I've had considerable experience with historic restoration, and I know that it is a notoriously expensive and ever-cost-escalating venture, especially when the building has not been maintained



Budget Committee Minutes
Town of Raymond, NH
Tuesday, 05 JAN 2021 (APPROVED)

over time. That said, the IDEA of the Bean Tavern and its history is invaluable, but that can be preserved without actually buying the building. For example, someday we will get to the number one public request in the 2010 Master Plan survey – a town community center. At that time the design of the Tavern and the Bean name could be incorporated.

This brings me to my closing thread to tie things up. You will notice that the Master Plan update has not been funded in the CIP budget (article 13). This has been the case for many years because the planning board had opted to update periodically, one chapter at a time, using town staff and operating budget funds. This decision did not work out. Now we are left with an outdated plan and a growing community with new residents who've never had a chance to weigh in on what they want for Raymond's future and how they'd like to see priorities set. Producing a master plan is a state-mandated, community wide, bottom up project that begins with hiring an outside specialty firm to guide the survey and public meeting process that forms the public input part of the plan. It brings the entire community together in a way that nothing else can. It leads to an upsurge in volunteers for town boards and a new vision for the future

* Increasingly the budgeting and CIP and the master planning process has moved internal which is very efficient and has good results with getting the public to support road-building, for example. But we no longer get to see our fire chief, police chief, road agent and planning personnel talk about their department needs and dialogue with and educate the board of selectmen and the public on the challenges faced by their staff members. This is a huge loss. Please consider finding at least \$20,000 to launch a public master planning process.



August 30, 2021

To: Raymond Board of Selectmen cc Emergency Management Director

From: Carolyn Matthews (Planning Board Rep member 2010 & 2015 HMP Committee)

RE: DRAFT Natural Hazard Mitigation Plan Comments

Thanks to all who worked on this update including Theresa Walker of Rockingham Planning Commission. Effective assistance with HMP updates was a major factor driving Raymond's decision to move to RPC, and we have been rewarded with an exceptionally concise, well organized and well-written plan. Appendix information is great. I appreciate the addition of the Infectious Disease section too.

If citizens don't have time to read the entire plan, I encourage everyone to look at two critical sections and offer feedback: (1) Areas Vulnerable to Flooding (p. 19) to comment on your neighborhood if needed. Also (2) Implementation Schedule (p. 63). Projects are evaluated on public response and the committee may need feedback to make sure their STAPLEE assessments are accurate, plus citizens might like to see if the priorities set by the committee match their own. Note: my page references are digital.

Comments:

1. Methodology recommendation: add a second publicly noticed HMP public hearing prior to the Public Hearing for adoption to encourage public awareness and education and maximize the potential for public involvement in the 30-day open comment period. Rationale: elected Selectman/Planning Board Rep was unable to attend three of the five meetings and the planning committee included staff, some of whom do live in town, but no citizen members. Further, prior to the 8/23/21 Public Hearing, the draft was not posted on the town website for public review and public requests to post were denied. Finally the Covid pandemic may have limited opportunities for public awareness and input during the planning process. Please revise Step 10 page 8 narrative for accuracy.
2. Title recommendation: this update changes the title of the plan to **Natural Hazard Mitigation Plan**, but the narrative and goals consistently reference "natural and manmade events" (p. 6, 9, etc). Please consider sticking with Hazard Mitigation Plan. Also, since our primary hazard in Raymond is flooding, and a chief cause of flooding in Raymond is undersized and misaligned culverts (see Table 2), and since federal, state and other grant money is periodically available for infrastructure, please reconsider your treatment of culverts and add information from the 2015 plan.
3. Page 14: please insert this boldface phrase: Building within a floodplain area is regulated by the Town's Zoning Ordinance **including the Raymond Floodplain Ordinance** which limits the ability to develop in these at-risk and sensitive areas. Rationale: our floodplain ordinance is a stand-alone document that overlays the Zoning Ordinance and it is often

overlooked, periodically updated by the planning board with the help of FEMA, a part of our overall hazard mitigation planning.

4. Community Rating System: FEMA is currently looking for community feedback on this system. At one time Raymond was seeking membership in order to lower flood insurance premiums for citizens since we have some higher standards in our Raymond Floodplain Ordinance. Please consider adding information on this program to p.25 task list and continue consideration of this strategy which you have removed according to the chart on p.51 Chart 10.
5. Wildfire narrative, p. 28 **Probability** may need some clarification: The Committee rates the probability of wildfire as low given the increase in periods of drought since the last Plan Update. Here wildfires also include forest fires. Though hazards from lightening may be less likely during the current drought, risk of illegal residential burning due to the current challenges with trash disposal in Raymond may have likely increased. Perhaps sync this sentence with info in this section under **Community Vulnerability**.
6. Infectious Disease, Community Vulnerability section (p. 33). Some mention of our Public Health Director needed here?
7. Table 5 Emergency Response Facilities, p. 38: Is it possible to add the two new health facilities currently under construction?
8. Table 9 Existing Hazard Mitigation table, NFIP Flood Ordinance, p. 46; note that the last update was 3/10/2009 and see my note #3.
9. Table 9 Existing Hazard Mitigation table, several references to language like the following: Planning Board will review District regulations as part of the Flood Planning and Mitigation Chapter **of the new Master Plan**. Are we undertaking a new master plan update without benefit of public meetings and citizen working groups as we used in 2010 to create a citizen generated bottom-up rather than a top down plan? If so this should be of major concern all those citizens who've asked for community Master Planning, transparency and inclusion. I have no objection a Flood Planning and Mitigation Chapter update with staff and committee input. I strongly object to a top-down generated Master Plan update without an initial public participation process. (See attached letter to the Planning Board on this topic).
10. Table 10: New Mitigation Actions: CFM floodplain certification: given our hazards and two major rivers in Raymond, we need someone to take this training. Please reconsider your decision to remove. See my comment #4 and reconsider your decision to delete application for FEMA's NIFP Community Rating System. See encourage Low Impact Development to mitigate stormwater, which you have removed. I believe this strategy refers to low impact design methods which our zoning codes and regulations have always

encourages. Please review. On Work with NHDES to improve removal of debris in waterways to prevent flooding: you have removed this strategy. This is an ongoing volunteer project through the Lamprey River Watershed Association and the Lamprey River Advisory Committee. Somewhere in the plan a reference to the LRAC needs to appear. Any development within a quarter mile of either the Exeter or Lamprey Rive is supposed to go to this committee for comment and floodplain issues are always a part of that review. Develop pre-disaster public outreach and education program: please consider moving this strategy up and stop deferring it, given population growth and new development in Raymond (as well as the score on the STAPLEE). The public has asked for this repeatedly.

11. STAPLEE tables starting on p. 54 Culvert Assessment 11d (p. 56): Should this be added as a “new” strategy on Table 10 – it appears to be missing there. The Plan needs to include past culvert assessments and what we have on record at the present time. This may be a very costly study - \$20,000 seems like a low estimate; I would rather see taxes go to culvert replacement in long identified hazard areas rather than into another study which is apt to be outdated the year it is produced. I think public support for this assessment would be very low, so the STAPLEE rating may need to be adjusted. Please replace the safety complex generator immediately. Finally, the water town replacement project is a huge expense to the town that we would have to bond even with potential grant money in hand, so a lot of public information will be needed.
12. Implementation Schedule beginning on page 63. Emergency Management Working Group (which does not exist yet?) needs \$400,000 to improve town emergency communication? This is a top priority for most citizens. Please provide more detail on what is planned.

To: Raymond Planning Board From: Carolyn Matthews April PB Meeting 2021

RE: Community Unity & Master Planning public process

In my opinion, public frustration in Raymond to the point of (quote) “throwing out the (zoning amendments) baby with the bathwater” is the result of a shift to top-down, nonpublic priority and policy setting in areas where Raymond citizens have traditionally had a strong voice, mostly via the Planning Board’s public Master Planning process as mandated by the state.

Citizens have not had an adequate seat at the policy-making table since the 2008 community wide survey and subsequent public discussion meetings prior to the board’s writing of the 2010 Master Plan. I urge the board to immediately write a request for proposal and seek an **independent** consultant to write, advertise and administer, tabulate and report on a community wide survey and conduct follow-up public meetings. Funding for this process can come from our trust fund #2006 for Master Plan Updates, valued at \$50,805.20 on 12.31.2020.

Critically, the board must commit to using public feedback once they receive it. Right now we have a broken system of limited public comment at board meetings, official public hearings and at Deliberative Session. Citizens know that these poorly publicized venues are too-little-too-late to make any difference.

Also, how the board uses any Master Plan update is key to keeping it viable and the public involved. Our history with use of the 2010 Master Plan could have been better. Specifically, the board inadequately references the 2010 Master Plan in its deliberations, rarely encouraged the Board of Selectmen and town staff to do the same, has not promoted and encouraged understanding of the plan with the general public, doesn’t monitor the chart of goals, objectives and action items annually with public input, and has failed to update the plan every 5 to 10 years with appropriate citizen involvement, all according to RSA 674.1.

Instead, the board has a history of concentrating on its judicial function with extensive plan review and delayed approvals, all with the unintended consequence of a benign neglect of its non-judicial planning function.

Selectman Plante made a valid point at the Selectmen’s meeting (3/15/21): citizens must take some responsibility to inform themselves using resources that already exist, on the town website for example. However, Raymond has grown, build-out has increased substantially, we have new census data, and we have realigned regionally with our neighbors to the east via Rockingham Planning Commission. We need comparative data from our new neighbors which the commission can supply once the chapter revisions begin.

First we need citizen input, else the rest is a waste of time.

Dear Lake Resident: This petition is to stop the MS4 shoreline work proposed by Ed Runcie to the Town of Raymond.

We are trying to appeal the town's decision to move forward to secure a permit from the state which would allow the work to be performed to Governors Drive Beach. This work affects approximately 250 deeded right users and includes a "change of use" that was originally agreed upon between the residents and the town of Raymond in 2019.

This petition requests a halt on work and offers the opportunity for input from the association, residents, and state officials regarding legal use. Please sign the petition so your voice can be heard.

SIGNATURE - PRINT NAME - STREET ADDRESS

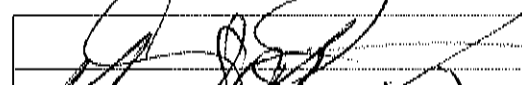
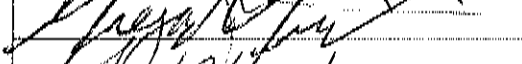
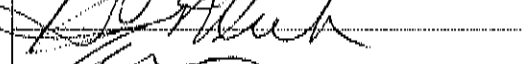
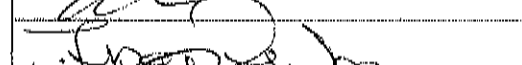
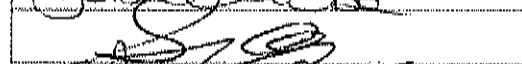
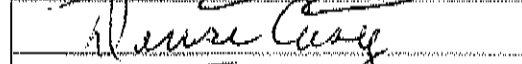
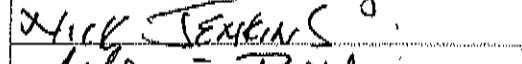

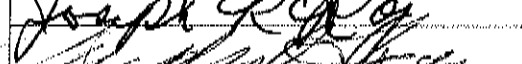

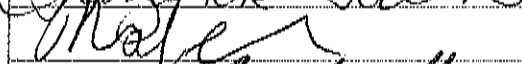
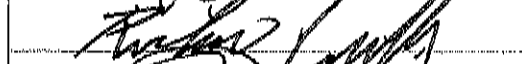
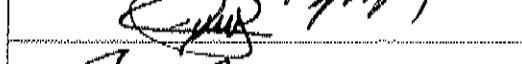




	Kelly Beloin	22 Hollywood Ave
	Renaye Lafrenier	25 Hollywood Ave
	Blake Manning	14 Hollywood Ave
	David D. Dagonas	12 Hollywood Ave
	Stephanie Dagonas	12 Hollywood Ave
	Jason Madison	3 Briar Rd
	STAN Mabee	2 Briar Rd
EDWIN VICENTE		78 WEST SHORE DRIVE
KARRIE VICENTE		78 WEST SHORE DRIVE
	Larry Kent	72 West Shore Dr
	Janis Kent	72 West Shore Dr
	Rita Huston	69 W. Shore Dr.
	Philip Deary	73 Westshore Dr
	Sara R. McPherson	86 Westshore Dr.
	Robin Chalbeck	90 West Shore Dr
	Dave Chalbeck	90 West Shore Dr
	BRIAN BELOIN	22 Hollywood Ave
	Donna Rousseau	27 W. Shore Dr.

Dear Lake Resident: This petition is to stop the MS4 shoreline work proposed by Ed Runcie to the Town of Raymond.

We are trying to appeal the town's decision to move forward to secure a permit from the state which would allow the work to be performed to Governors Drive Beach. This work affects approximately 250 deeded right users and includes a "change of use" that was originally agreed upon between the residents and the town of Raymond in 2019.

This petition requests a halt on work and offers the opportunity for input from the association, residents, and state official regarding legal use. Please sign the petition so your voice can be heard.

SIGNATURE - PRINT NAME - STREET ADDRESS

	Nina Ferrara	27 Governors Dr
	Gregory S. Kavanagh	19 GOVERNORS DR
	Susan Cook	19 Governor Dr.
	Tom Harper	27 Governors Pl.
	Lisa Dube	8 Governors
	Steven Drown	49 Governors Drive
	Denise Casey	47 Governors Drive
	Nick Jenkins	43 Smith Pond Rd
	Aldrin Roy	25 GOVERNORS DRIVE
	Joseph R. Roy	25 GOVERNORS DR.
	Michael Foden	81 W. SHORE DR
	Suzanne Foden	81 W. Shore Dr.
	Maryella Albes	49 Governors Drive
	Richard Vignilla	25 GOVERNORS DRIVE
	Liz Aviles	25 Governors Drive
	Mark Francis	93 W. Shore Drive
	Pauline Demers	93 W. Shore Drive

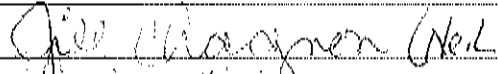
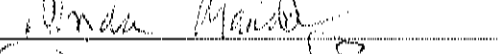

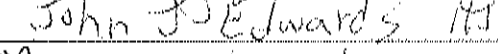
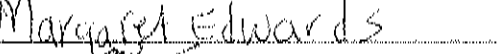
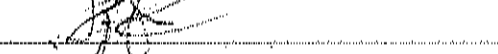


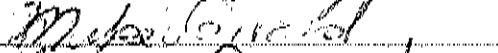
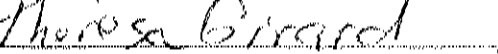

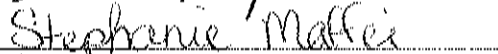

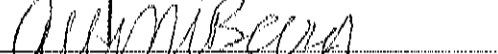
10/10/10

Dear Lake Resident: This petition is to stop the MS4 shoreline work proposed by Ed Runcie to the Town of Raymond.

We are trying to appeal the town's decision to move forward to secure a permit from the state which would allow the work to be performed to Governors Drive Beach. This work affects approximately 250 deeded right users and includes a "change of use" that was originally agreed upon between the residents and the town of Raymond in 2019.

This petition requests a halt on work and offers the opportunity for input from the association, residents, and state official regarding legal use. Please sign the petition so your voice can be heard.

SIGNATURE - PRINT NAME – STREET ADDRESS

	Jill Chagnon	34 Hollywood Ave
	Linda Mather	30 Hollywood Ave
	Linda White	30 Hollywood Ave
	John J. Edwards III	29 Hollywood Dr
	Margaret Edwards	29 Hollywood Dr
	John Ciano	3 NARRIE DR
	Lisa Ciano	3 NARRIE DR
	Rich Pray	27 West Shore Dr
	Mike Girard	25 West Shore DR
	Theresa Girard	25 West Shore DR
	David Bary	28 Hollywood Ave
	Stephanie Maffei	31 Hollywood ave
	Greg Maffei	31 Hollywood ave
	Allison M. Bary	28 Hollywood Ave

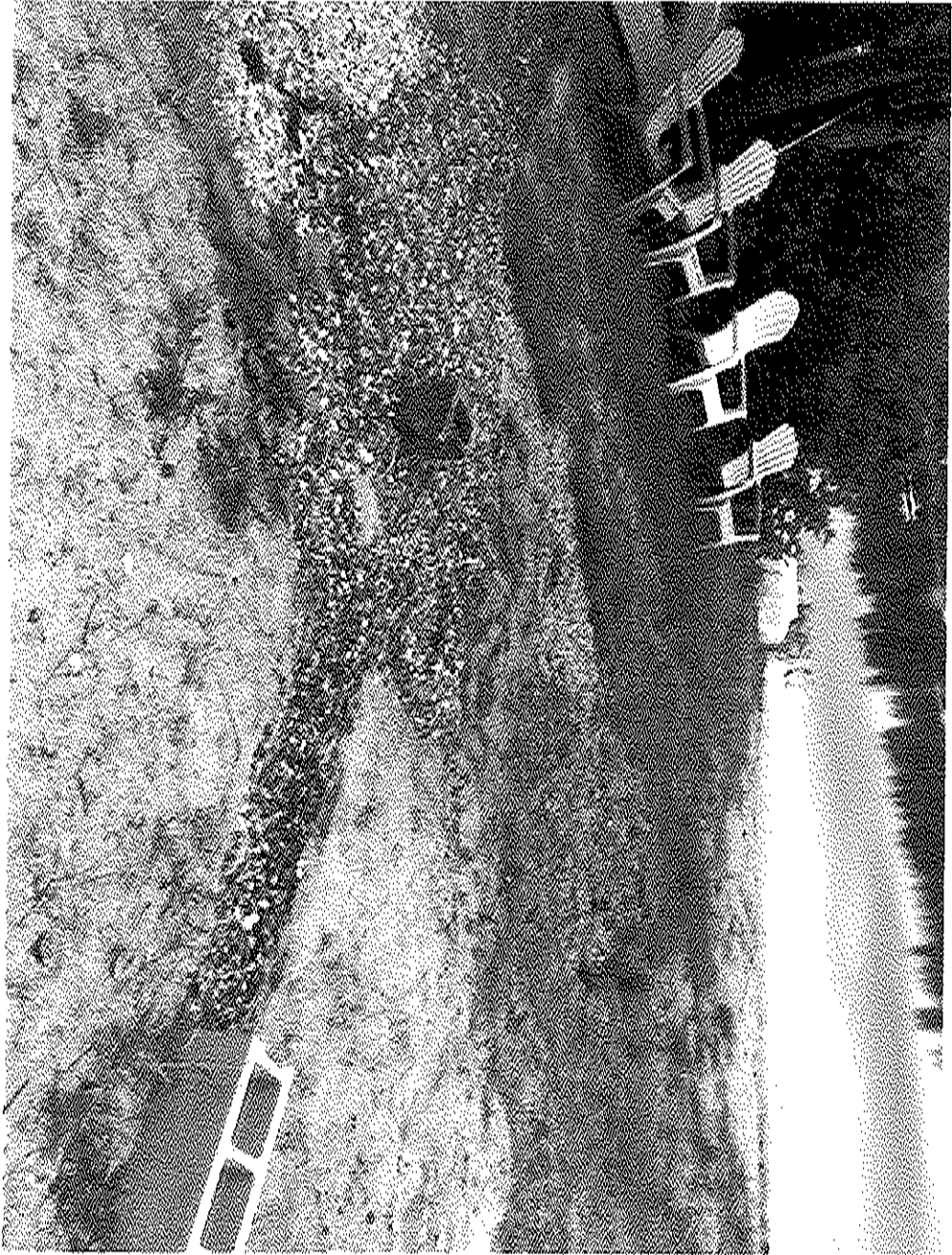
Dear Lake Resident: This petition is to stop the MS4 shoreline work proposed by Ed Runcie to the Town of Raymond.

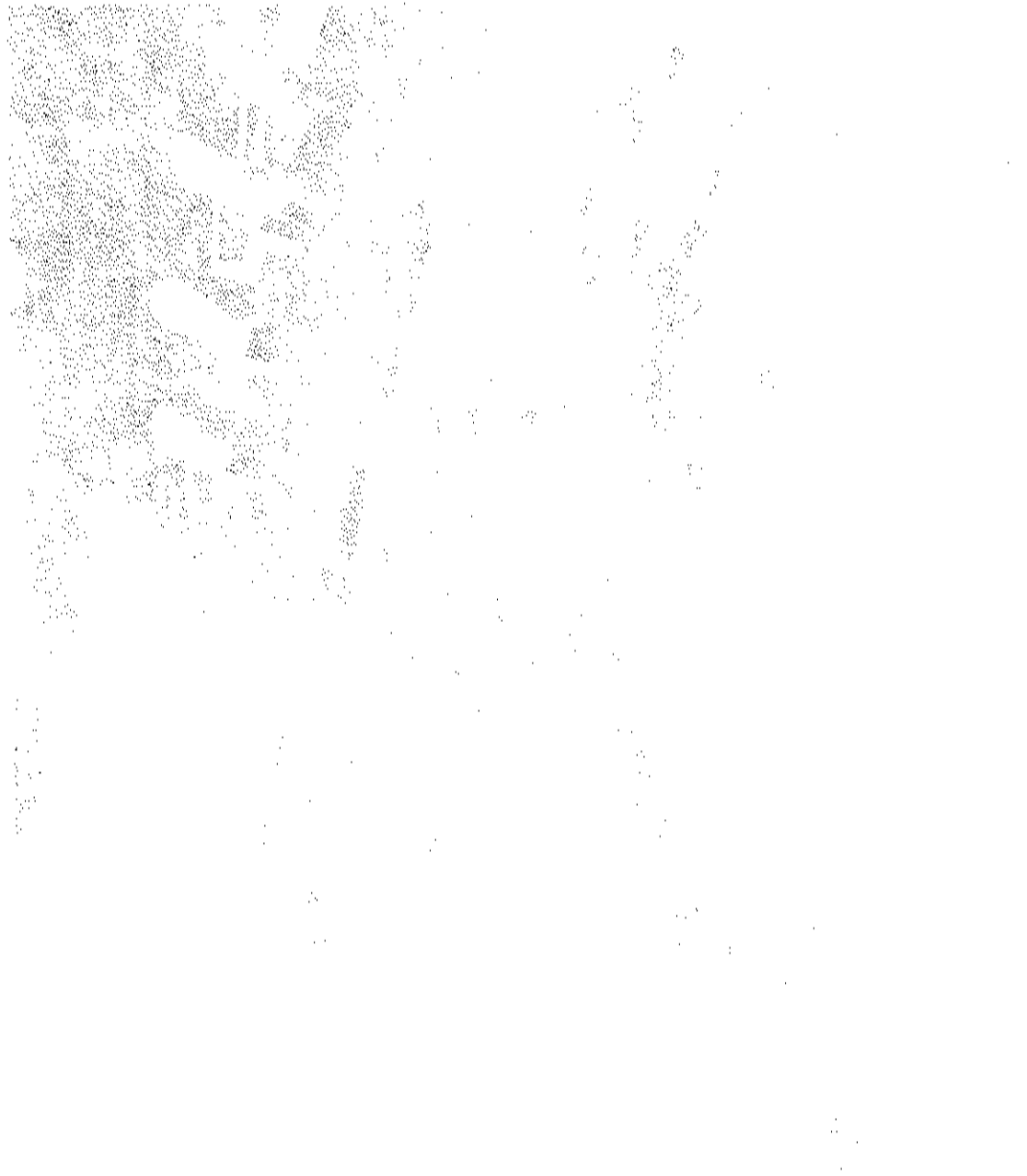
We are trying to appeal the town's decision to move forward to secure a permit from the state which would allow the work to be performed to Governors Drive Beach. This work affects approximately 250 deeded right users and includes a "change of use" that was originally agreed upon between the residents and the town of Raymond in 2019.

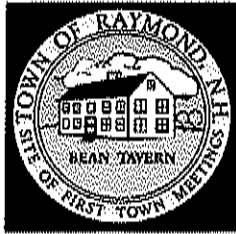
This petition requests a halt on work and offers the opportunity for input from the association, residents, and state official regarding legal use. Please sign the petition so your voice can be heard.

SIGNATURE - PRINT NAME - STREET ADDRESS

	JOANNE RIBBLETT	10 GOVERNORS DR.
	Mary Jane Liotis	10 Governors Drive
	Robyn W Haggert	6 Governors Dr
	LORENZO HAGGERT	6 GOVERNORS DR.
	Deborah Kendall	5 Governors Dr.
	ERIC KRUPSKI	5 Governors Dr
	Alexander Krupski	5 Governors Dr
	JASON E WARD	15 Governors Dr
	Denise Capone	15 Governors DR
	Cynthia Deutsch	17 Governors Dr.
	PETER DUDA	13 GOVERNORS DR
	MONICA L CYR	20 LAKEVIEW RD
	Jandra Lewis	21 Lakeview Rd
	Judith Mains	23 Lakeview Rd.
	Susan Sorkin	3 Governors Dr
	Bridget Sorkin	3 Governors Dr.
	Tyler Sorkin	3 Governors Dr.
	Dawn Sorkin	9 Woodlawn Rd.
	Emily Malinowski	9 Woodlawn Rd.
	Monique Duda	13 Governors Drive







Appointment to Town Office

To: **Linda Mooradian** of Raymond, in the County of Rockingham:

Whereas there is a **vacancy** in the office of **Cemetery Advisory Committee** of said town, and whereas we the subscribers have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Linda Mooradian** as a **Member** of the **Cemetery Advisory Committee** of said town. Upon your taking the oath of office and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

TERM OF OFFICE: *March 2023*

BOARD OF SELECTMEN:

GEORGE PLANTE, CHAIRMAN

KATHLEEN HOELZEL, VICE CHAIRMAN

SCOTT CAMPBELL

Date

CHRISTOPHER LONG

WILLIAM WELDY

I, **Linda Mooradian** do solemnly swear that I will faithfully discharge and perform all the duties incumbent on me according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire, so help me God. (This I do under the pains and penalties of perjury.)

Signature of Appointee

STATE OF NEW HAMPSHIRE,

Personally, appeared the above-named **Linda Mooradian** who took and subscribed the foregoing oath, before me:

Date received and recorded:

Town Moderator, Town Clerk, Selectmen, Justice of the Peace,
or School District Moderator or School District Clerk

Phone 603-931-7990 Address: 20 Old Bye Road, Raymond E-Mail : lyndamoormilan@gmail.com



Town of Raymond, NH
Appointment Application

l) Follow all Town policies regarding conduct, stewardship of funds, communications and ethics.

m) Help foster in a culture of civil and respectful public discourse, to help achieve the needs of the community and allow all voices to be heard.

Thank you for your willingness to serve this community.

Applicant Name: *Linda M. Moradinejad*

Applicant Signature: *Linda M. Moradinejad*

Applicant Contact Information

Address: *20. Old Bye Rd*
Raymond,

Cell: *603-837-7990* Email: *Lyndamarie.lmm@gmail.com*

0

1. What Appointment are you seeking? *Elementary trustee / or Sexton*
2. Have you attended the required (3) meetings? Y N N/A
3. The Raymond Board of Selectmen have outlined the following expectations for members to be appointed to a Board:

Please check all boxes below

- a) Show our residents respect, compassion and willing to fully hear their concerns without regard to who the individual is, past conflicts, close associations, affiliations.
- b) Work to foster credibility, impartiality, fairness and avoid level liabilities to the Town.
- c) Avoid at all times, any question of a perceived or actual conflict of interest involving you on an issue before the Board.
- d) Work to address any question of a perceived or actual conflict of interest involving another member on an issue before the Board.
- e) At all times, put the best interests of the Town and its residents above personal interests of yourself or others you know.
- f) Ensure you have enough flexibility with your personal and professional schedule to make the required meetings.
- g) Ensure you conduct the needed individual research and review of the subjects and documentation and come to these meetings fully prepared to discuss the scheduled agenda items.
- h) Handle conflict in a professional manner and avoid personal attacks on others or disruption of official Town business (to include social media outlets)
- i) Attend recommended training to enhance your knowledge in your area.
- j) Show respect and work through your respective Chairperson to address issues.
- k) Work through the Town Manager when seeking assistance from the Town Staff.



Appointment to Town Office

To: **Timothy Cahill** of Raymond, in the County of Rockingham:

Whereas there is a **vacancy** in the office of **Zoning Board of Adjustment** of said town, and whereas we the subscribers have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Timothy Cahill** as an **Alternate Member** of the **Zoning Board of Adjustment** of said town. Upon your taking the oath of office and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

TERM OF OFFICE: *April 30, 2024*

BOARD OF SELECTMEN:

GEORGE PLANTE., CHAIRMAN

SCOTT CAMPBELL, VICE CHAIRMAN

JOHN S. BARNES, JR. SELECTMEN

Date

CHRISTOPHER LONG

KATHLEEN HOELZEL

I, **Timothy Cahill** do solemnly swear that I will faithfully discharge and perform all the duties incumbent on me according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire, so help me God. (This I do under the pains and penalties of perjury.)

Timothy Cahill

STATE OF NEW HAMPSHIRE,

Personally, appeared the above-named **Timothy Cahill** who took and subscribed the foregoing oath, before me:

Date received and recorded:

Town Moderator, Town Clerk, Selectmen, Justice of the Peace,
or School District Moderator or School District Clerk

Phone _____ Address: _____ E-Mail : _____



TOWN OF RAYMOND

Zoning Board of Adjustment

4 Epping Street
Raymond, NH 03077
Tel: (603) 895-7016 • Fax: (603) 895-7064

August 25, 2021

Board of Selectmen
4 Epping Street
Raymond, NH 03077

Dear Board of Selectmen,

On August 25, 2021 the Zoning Board of Adjustment voted to recommend the appointment of two alternates to the ZBA of Mr. Keith Smith and Mr. Tim Cahill, for a three-year term.

If you have any questions, please do not hesitate to contact Christina McCarthy in the Community Development Department.

Respectfully,



Joyce Wood
Chair

Zoning Board of Adjustments

1 **Zoning Board of Adjustment Draft Minutes**
2 **August 25, 2021**

3 **Raymond High School, Room 109, 45 Harriman Hill Rd. - 7:30 p.m.**
4

- 5 Joyce Wood - Chairman
6 Scott Campbell - Board of Selectmen Representative
7 Joe Povilaitis -Vice Chairman
8 Paul McCoy - Member
9 Brad Reed - Planning Board Representative
0 Christina McCarthy - Tax Collector/ Planning Technician
1 Greg Arvanitis - Building Inspector
2

3 **Absent Members**

4 None
5

6 The first Item on the Agenda was a review of the Raymond Code of Ethics presented by
7 Gretchen Gott of the Ethics Committee. (See attached). The presentation concluded at
8 approximately 8:02pm.
9

0 Application #2021-002 - An application for Appeal of Administrative Decision
1 has been submitted by Patricia M. Panciocco on behalf of Diana L. and Thomas P.
2 Luszcz, for property identified as Raymond Tax Map 22/ Lot 35, located at 39 Old
3 Manchester Rd., Raymond NH, 03077 within Zone C1.
4

5 Motion:

6 Mr. McCoy made a motion to continue application 2021-002 until September 22, 2021, at 7:30
7 pm at Raymond High School. Mr. Reed seconded the motion. The motion passed with a vote of
8 5 in favor, 0 opposed and 0 abstentions.
9

0
1 Application #2021-007-The following application for a variance has been submitted by
2 Christopher E Ratte, Esq. from Shaheen & Gordon, PA on behalf of Anthony & Wendy
3 DeFranzo for relief from: Article 14 Section 14.1 Subsection 14.1.1 Allowed uses table, to allow
4 an accessory use as a commercial service establishment on a single-family residential property
5 in Zone B. The property is identified as Raymond Tax Map 31-4/ Lot 3 and located at 119
6 Langford Rd. and is within Zone B.
7

8 Christopher E Ratte: "So this property is primarily a single-family residential property. It does
9 have an existing barn. My clients bought the property this year. They own and operate a
0 demolition business which they run out of their home office. It is a permitted use in this zone.

1 Currently their vehicles and equipment are parked on another site that they lease. They need to
2 find another location. What we would like to do is park the equipment in the barn or around the
3 barn of their existing property where they already operate the office of the business. The existing
4 building will not be changed, they will be exactly the way they are now. Most of the equipment
5 will be in the barn. Some vehicles may be parked around the barn, but it will be mostly screened
6 by the existing vegetation. Granting a variance would not be contrary to the public interest
7 because this is very much in keeping with the existing property as it is. This is an agricultural
8 property. The types of equipment used by a commercial agricultural property which is permitted
9 in this zone, is very much the same as what my clients use in their demolition business. We
0 believe it is within the spirit of the ordinance because as I said it is keeping with the agricultural
1 nature of the neighborhood. It is an existing barn. Granting a variance would do substantial
2 justice because my clients are currently paying for a lease on other land to park their vehicles
3 which they will now have to find a new location when this current lease ends. When they have a
4 perfectly excellent location right at their home. There will be very little burden on the
5 neighborhood. It really is just parking and storage. It would not diminish the values of
6 surrounding properties because it would be in keeping with what is already there. It would
7 maintain the agricultural nature of the neighborhood. It would be screened mostly from the other
8 properties. It should have no effect on the surrounding properties. The fact that commercial
9 activity will not be conducted there is another benefit to this. If they were working on a farm there
0 would be much more activity. No fair and substantial relationship exists between the general
1 public purposes of the ordinance provision and the specific application of that provision to the
2 property because this is no more burdensome than a commercial agricultural use. The proposed
3 use is a reasonable one because the use is mostly off site it is really just storage of the vehicles
4 and equipment. It will be screen either inside the barn or behind the vegetation. So, it would be
5 very unobtrusive. The activities would be just parking and storage."

6
7 Mr. Campbell: "Do you know the sight distance where you are going to pull in the barn to that
8 corner? I know it is 130 feet. What size equipment are you going to be running in and out of
9 there?"

0
1 Anthony DeFranzo: "What size excavator do I have? A 220."

2
3 Mr. Campbell: "My problem is I know that corner and I have seen a lot of accidents on that
4 corner in the winter. It could be a catastrophic situation because the kids don't slow down on that
5 road."

6
7 Anthony DeFranzo: "I can assure you any snowfall the equipment doesn't leave the yard."

8
9 Christopher E Ratte: "Just so you know we are not going to have any fuel storage tanks for any
0 of the equipment."

1
2 Todd Matthias, 117 Langford Road: "They started moving equipment in a few months back.
3 There was an excavator, a lowboy at least 30 feet long. There was a dozer, there were two
4 tractor trailer trucks that they pulled in, and there was a trailer with (2) 275-gallon oil tanks that I
5 assume are for diesel fuel. These guys gave you a plot of what it looked like but if you look at the
6 sketch, he gave out all of that was in the 129 feet that abuts our property. We brought that to the
7 code enforcer because Brian Havastrough who originally put up this barn, it is an indoor riding
8 arena. There is no slab, no foundation. Nothing to protect any oil or spillage. My property abuts
9 the wetlands. This property does not. So, anything that runs off of their property and into the
0 wetlands can come back to me."

1
2 Jaqueline Matthias, 117 Langford Road: "As they brought in all these trucks, I watched all these
3 18 wheelers come flying up the road and back illegally on Donald Drive. I brought it to the Town.
4 The put it all behind the building and told me this is fair sight unseen. It's all inside the building.
5 The choose to buy a property that they didn't have approved for a company. And there is a
6 special needs kid on the road. Bicycles, walkers, The Wellstone House, this building was never
7 supposed to be a commercial building. They should have been told no. This is a residential
8 property.
9

0 Todd Matthias, 117 Langford Road: "They are already advertising 119 Langford Road as a
1 commercial business. There are 3 entrances into the property which according to the code you
2 are not supposed to have. He made that wider so he could bring his equipment in and park it
3 adjacent to my property. The 275-gallon oil tank that was on the trailer were on the property line.
4 I don't want a junkyard next to my house and that is what he made it look like within two/three
5 days."
6

7 Gregory Arvanitis: "The reason why they are here tonight is because I told them they couldn't do
8 what they were doing there. When I received a complaint from them, I informed them from the
9 neighbors. I informed Mr. DeFranzo that he couldn't park his vehicles there and run his
0 commercial business with the size of the vehicles he has as a home occupation. I did say I
1 wasn't going to stop him from putting anything in the barn. The operation of the business was a
2 problem and that is why they are here in front of you tonight." "If you were to grant this variance
3 you would do it with the condition that he would have to go in front of the Planning Board for a
4 site plan. At that point they would have to come up with a viable solution to what is inside the
5 building, how they are going to deal with water, how they are going to deal with oils, and it may
6 be that they need to put a concrete floor in the building. I don't believe they are going to have to
7 sprinkle the building."
8

9 Motion:

0 Mr. McCoy made a motion to have a site walk on this site. Mr. Campbell seconded the motion.
1 The motion passed with 5 in favor, 0, opposed, and 0 abstentions.

2
3 The site walk was set on Tuesday, August 31, 2021, at 5:30 pm at 119 Langford Road.

4
5 Motion:

6 Mr. McCoy made a motion to continue this application until September 22, 2021, at 7:30 PM. Mr.
7 Reed seconded the motion. The motion passed with 5 in favor, 0, opposed, and 0 abstentions.

8
9 **Application #2021-008-** The following application for a variance has been submitted
0 by VFW Post 4479 for relief from Article 15 Section 15.2 Subsection 15.2.1 Excepted
1 from this requirement are all buildings on any pre-existing lot in Zones B, C, D or E or
2 less than two (2) acres, which shall require setbacks of twenty-five feet (25') from all
3 property lines. The applicant is proposing to build an addition within the 25' setback.
4 The property is in Zone C1 and is identified as Raymond Tax Map 28-3 Lot 69 and
5 located at 39 Main Street.

6 Mr. McCoy recused himself from this application.
7

8 John Dyer, Quartermaster for the VFW Post: "Our post has been there for about 75 years, and it
9 has always been a smoking post. More and more we would hear that veteran say they would
0 become members there if it were not for the smoking. On the flip side we are one of the only
1 posts around that has a strong membership and we operate in the black with the smoking
2 membership that we currently have. We are looking to have our cake and eat it by creating a
3 nice, enclosed environment where smokers can sit out and enjoy a cigarette and make the
4 majority of the post non-smoking. We have been looking at this for some time and we have
5 looked at several different options on how to approach this. We asked the smokers and they
6 said they would like something so they could not stand out in the rain, something comfortable
7 indoors. After studying all this we thought the best and the most cost-effective way to achieve
8 that would be to put on a small addition down the south side of our building, and perhaps create
9 an outdoor area where some picnic tables could go outside and enclose that with a fence."

0
1 Mrs. Wood: "With the recusal of Mr. McCoy we do not have a full board. Let me advise you that
2 you can decide to continue this hearing to a later date, or we can go forward tonight and hear
3 your case. If we do not approve your variance request, you cannot use the fact that you do not
4 have a full board as grounds for an appeal. In order to grant approval of your application you
5 have to get at least 3 members to vote in favor of the variance."
6

7 The board discussed a site walk and set a date of Wednesday, September 1, 2021, at 5 pm at
8 the VFW.

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3

John Dyer: "Essentially we are looking to build a 3-season porch. No footings or foundation we would put in on sonotubes like you would on a porch on your home. Then a 6-foot fence from the corner of the building running down the property line and ending at the back of the building. It would be outdoor smoking but also the Covid issues are coming back around too and would be nice to have something outdoors."

Steve Clark, 4 Old Manchester Road: "A couple concerns of mine is access for when I have to do maintenance in the back. Mr. McCoy did say he would put in a gate. I don't like having to open a gate every time. That sound is going to get louder in the backyard. The tenant on the top level has a newborn baby. We are going to have a yard full of butts. You know where I stand, I don't want it there."

Amy Pettengill, 3 Old Manchester Road: "I did submit a letter with some pictures with our concerns. It is tight quarters there. The thing is it is a residential neighborhood. I have small kids. I love you guys, but the noise and I have little kids. My son is autistic. When people are drinking and people are smoking, people get loud. You will see in your walk through it is so tight back there."

Eric McKenzie, 1 Old Manchester Road: "Since the smoking is inside, we don't generally smell it. I don't have the access issues that some of my neighbors have. It's mostly just the noise. The smoking would be the bigger concern for me."

Mrs. McCarthy read a letter from Joyce Brackett of 5 Old Manchester Road (See attached).

Mr. McCoy: "The most important thing here is this is going to be a self-contained 10 by 37 building. It is going to have air conditioning. Proper smoke eaters. There would be no actual noise coming from that building. This is the only place to put it."

Motion:

Mr. Reed made a motion to continue this application until September 22, 2021, at 7:30 pm. Mr. Campbell seconded the motion. The motion passed with a vote of 4 in favor, 0 opposed and 0 abstentions.

Motion:

Mr. Povilaitis made a motion to accept the minutes from April 28, 2021, as amended. Mr. Reed seconded the motion. The motion passed with a vote of 4 in favor, 0 opposed and 0 abstentions.

Tim Cahill and Keith Smith introduced themselves and declared their intent to be alternates to the Zoning Board.

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1

Motion:

Mr. McCoy made a motion to recommend that the Board of Selectmen appoint Tim Cahill and Keith Smith as alternates to the Zoning Board provide that they attend both of the site walks next week. Mr. Povilaitis second the motion. The motion passed with a vote of 5 in favor, 0 opposed and 0 abstentions.

Motion:

Mr. Povilaitis made a motion to adjourn. Mr. McCoy seconded the motion. The motion passed with a vote of 5 in favor, 0 opposed and 0 abstentions.

Respectfully submitted,

Jill A. Vadeboncoeur



Appointment to Town Office

To: **Keith Smith** of Raymond, in the County of Rockingham:

Whereas there is a **vacancy** in the office of **Zoning Board of Adjustment** of said town, and whereas we the subscribers have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Keith Smith** as an **Alternate Member** of the **Zoning Board of Adjustment** of said town. Upon your taking the oath of office and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

TERM OF OFFICE: *April 30, 2024*

BOARD OF SELECTMEN:

GEORGE PLANTE., CHAIRMAN

SCOTT CAMPBELL, VICE CHAIRMAN

JOHN S. BARNES, JR. SELECTMEN

Date

CHRISTOPHER LONG

KATHLEEN HOELZEL

I, **Keith Smith** do solemnly swear that I will faithfully discharge and perform all the duties incumbent on me according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire, so help me God. (This I do under the pains and penalties of perjury.)

Keith Smith

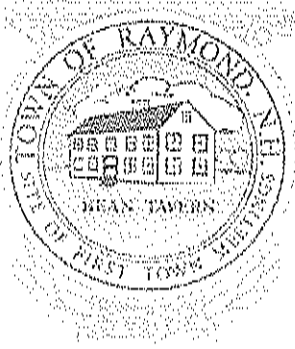
STATE OF NEW HAMPSHIRE,

Personally, appeared the above-named **Keith Smith** who took and subscribed the foregoing oath, before me:

Date received and recorded:

Town Moderator, Town Clerk, Selectmen, Justice of the Peace,
or School District Moderator or School District Clerk

Phone _____ Address: _____ E-Mail : _____



TOWN OF RAYMOND

Zoning Board of Adjustment

4 Epping Street
Raymond, NH 03077
Tel: (603) 895-7016 • Fax: (603) 895-7064

August 25, 2021

Board of Selectmen
4 Epping Street
Raymond, NH 03077

Dear Board of Selectmen:

On August 25, 2021 the Zoning Board of Adjustment voted to recommend the appointment of two alternates to the ZBA of Mr. Keith Smith and Mr. Tim Cahill, for a three-year term.

If you have any questions, please do not hesitate to contact Christina McCarthy in the Community Development Department.

Respectfully,

Joyce Wood
Chair

Zoning Board of Adjustments

1 **Zoning Board of Adjustment Draft Minutes**
2 **August 25, 2021**

3 **Raymond High School, Room 109, 45 Harriman Hill Rd. - 7:30 p.m.**
4

- 5 Joyce Wood - Chairman
6 Scott Campbell - Board of Selectmen Representative
7 Joe Povilaitis -Vice Chairman
8 Paul McCoy - Member
9 Brad Reed - Planning Board Representative
0 Christina McCarthy - Tax Collector/ Planning Technician
1 Greg Arvanitis - Building Inspector
2

3 **Absent Members**

4 None
5

6 The first Item on the Agenda was a review of the Raymond Code of Ethics presented by
7 Gretchen Gott of the Ethics Committee. (See attached). The presentation concluded at
8 approximately 8:02pm.
9

0 Application #2021-002 - An application for Appeal of Administrative Decision
1 has been submitted by Patricia M. Panciocco on behalf of Diana L. and Thomas P.
2 Luszc, for property identified as Raymond Tax Map 22/ Lot 35, located at 39 Old
3 Manchester Rd., Raymond NH, 03077 within Zone C1.
4

5 Motion:

6 Mr. McCoy made a motion to continue application 2021-002 until September 22, 2021, at 7:30
7 pm at Raymond High School. Mr. Reed seconded the motion. The motion passed with a vote of
8 5 in favor, 0 opposed and 0 abstentions.
9

0 Application #2021-007-The following application for a variance has been submitted by
1 Christopher E Ratte, Esq. from Shaheen & Gordon, PA on behalf of Anthony & Wendy
2 DeFranzo for relief from: Article 14 Section 14.1 Subsection 14.1.1 Allowed uses table, to allow
3 an accessory use as a commercial service establishment on a single-family residential property
4 in Zone B. The property is identified as Raymond Tax Map 31-4/ Lot 3 and located at 119
5 Langford Rd. and is within Zone B.
6

7 Christopher E Ratte: "So this property is primarily a single-family residential property. It does
8 have an existing barn. My clients bought the property this year. They own and operate a
9 demolition business which they run out of their home office. It is a permitted use in this zone.
0

1 Currently their vehicles and equipment are parked on another site that they lease. They need to
2 find another location. What we would like to do is park the equipment in the barn or around the
3 barn of their existing property where they already operate the office of the business. The existing
4 building will not be changed, they will be exactly the way they are now. Most of the equipment
5 will be in the barn. Some vehicles may be parked around the barn, but it will be mostly screened
6 by the existing vegetation. Granting a variance would not be contrary to the public interest
7 because this is very much in keeping with the existing property as it is. This is an agricultural
8 property. The types of equipment used by a commercial agricultural property which is permitted
9 in this zone, is very much the same as what my clients use in their demolition business. We
0 believe it is within the spirit of the ordinance because as I said it is keeping with the agricultural
1 nature of the neighborhood. It is an existing barn. Granting a variance would do substantial
2 justice because my clients are currently paying for a lease on other land to park their vehicles
3 which they will now have to find a new location when this current lease ends. When they have a
4 perfectly excellent location right at their home. There will be very little burden on the
5 neighborhood. It really is just parking and storage. It would not diminish the values of
6 surrounding properties because it would be in keeping with what is already there. It would
7 maintain the agricultural nature of the neighborhood. It would be screened mostly from the other
8 properties. It should have no effect on the surrounding properties. The fact that commercial
9 activity will not be conducted there is another benefit to this. If they were working on a farm there
0 would be much more activity. No fair and substantial relationship exists between the general
1 public purposes of the ordinance provision and the specific application of that provision to the
2 property because this is no more burdensome than a commercial agricultural use. The proposed
3 use is a reasonable one because the use is mostly off site it is really just storage of the vehicles
4 and equipment. It will be screen either inside the barn or behind the vegetation. So, it would be
5 very unobtrusive. The activities would be just parking and storage."

6
7 Mr. Campbell: "Do you know the sight distance where you are going to pull in the barn to that
8 corner? I know it is 130 feet. What size equipment are you going to be running in and out of
9 there?"

0
1 Anthony DeFranzo: "What size excavator do I have? A 220."

2
3 Mr. Campbell: "My problem is I know that corner and I have seen a lot of accidents on that
4 corner in the winter. It could be a catastrophic situation because the kids don't slow down on that
5 road."

6
7 Anthony DeFranzo: "I can assure you any snowfall the equipment doesn't leave the yard."

8
9 Christopher E Ratte: "Just so you know we are not going to have any fuel storage tanks for any
0 of the equipment."

1
2 Todd Matthias, 117 Langford Road: "They started moving equipment in a few months back.
3 There was an excavator, a lowboy at least 30 feet long. There was a dozer, there were two
4 tractor trailer trucks that they pulled in, and there was a trailer with (2) 275-gallon oil tanks that I
5 assume are for diesel fuel. These guys gave you a plot of what it looked like but if you look at the
6 sketch, he gave out all of that was in the 129 feet that abuts our property. We brought that to the
7 code enforcer because Brian Havastrough who originally put up this barn, it is an indoor riding
8 arena. There is no slab, no foundation. Nothing to protect any oil or spillage. My property abuts
9 the wetlands. This property does not. So, anything that runs off of their property and into the
0 wetlands can come back to me."

1
2 Jaqueline Matthias, 117 Langford Road: "As they brought in all these trucks, I watched all these
3 18 wheelers come flying up the road and back illegally on Donald Drive. I brought it to the Town.
4 The put it all behind the building and told me this is fair sight unseen. It's all inside the building.
5 The choose to buy a property that they didn't have approved for a company. And there is a
6 special needs kid on the road. Bicycles, walkers, The Wellstone House, this building was never
7 supposed to be a commercial building. They should have been told no. This is a residential
8 property.
9

0 Todd Matthias, 117 Langford Road: "They are already advertising 119 Langford Road as a
1 commercial business. There are 3 entrances into the property which according to the code you
2 are not supposed to have. He made that wider so he could bring his equipment in and park it
3 adjacent to my property. The 275-gallon oil tank that was on the trailer were on the property line.
4 I don't want a junkyard next to my house and that is what he made it look like within two/three
5 days."
6

7 Gregory Arvanitis: "The reason why they are here tonight is because I told them they couldn't do
8 what they were doing there. When I received a complaint from them, I informed them from the
9 neighbors. I informed Mr. DeFranzo that he couldn't park his vehicles there and run his
0 commercial business with the size of the vehicles he has as a home occupation. I did say I
1 wasn't going to stop him from putting anything in the barn. The operation of the business was a
2 problem and that is why they are here in front of you tonight." "If you were to grant this variance
3 you would do it with the condition that he would have to go in front of the Planning Board for a
4 site plan. At that point they would have to come up with a viable solution to what is inside the
5 building, how they are going to deal with water, how they are going to deal with oils, and it may
6 be that they need to put a concrete floor in the building. I don't believe they are going to have to
7 sprinkle the building."
8

9 Motion:

0 Mr. McCoy made a motion to have a site walk on this site. Mr. Campbell seconded the motion.
1 The motion passed with 5 in favor, 0, opposed, and 0 abstentions.

2
3 The site walk was set on Tuesday, August 31, 2021, at 5:30 pm at 119 Langford Road.

4
5 Motion:

6 Mr. McCoy made a motion to continue this application until September 22, 2021, at 7:30 PM. Mr.
7 Reed seconded the motion. The motion passed with 5 in favor, 0, opposed, and 0 abstentions.

8
9 **Application #2021-008-** The following application for a variance has been submitted
0 by VFW Post 4479 for relief from Article 15 Section 15.2 Subsection 15.2.1 Excepted
1 from this requirement are all buildings on any pre-existing lot in Zones B, C, D or E or
2 less than two (2) acres, which shall require setbacks of twenty-five feet (25') from all
3 property lines. The applicant is proposing to build an addition within the 25' setback.
4 The property is in Zone C1 and is identified as Raymond Tax Map 28-3 Lot 69 and
5 located at 39 Main Street.

6 Mr. McCoy recused himself from this application.

7
8 John Dyer, Quartermaster for the VFW Post: "Our post has been there for about 75 years, and it
9 has always been a smoking post. More and more we would hear that veteran say they would
0 become members there if it were not for the smoking. On the flip side we are one of the only
1 posts around that has a strong membership and we operate in the black with the smoking
2 membership that we currently have. We are looking to have our cake and eat it by creating a
3 nice, enclosed environment where smokers can sit out and enjoy a cigarette and make the
4 majority of the post non-smoking. We have been looking at this for some time and we have
5 looked at several different options on how to approach this. We asked the smokers and they
6 said they would like something so they could not stand out in the rain, something comfortable
7 indoors. After studying all this we thought the best and the most cost-effective way to achieve
8 that would be to put on a small addition down the south side of our building, and perhaps create
9 an outdoor area where some picnic tables could go outside and enclose that with a fence."

0
1 Mrs. Wood: "With the recusal of Mr. McCoy we do not have a full board. Let me advise you that
2 you can decide to continue this hearing to a later date, or we can go forward tonight and hear
3 your case. If we do not approve your variance request, you cannot use the fact that you do not
4 have a full board as grounds for an appeal. In order to grant approval of your application you
5 have to get at least 3 members to vote in favor of the variance."

6
7 The board discussed a site walk and set a date of Wednesday, September 1, 2021, at 5 pm at
8 the VFW.

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

John Dyer: "Essentially we are looking to build a 3-season porch. No footings or foundation we would put in on sonotubes like you would on a porch on your home. Then a 6-foot fence from the corner of the building running down the property line and ending at the back of the building. It would be outdoor smoking but also the Covid issues are coming back around too and would be nice to have something outdoors."

Steve Clark, 4 Old Manchester Road: "A couple concerns of mine is access for when I have to do maintenance in the back. Mr. McCoy did say he would put in a gate. I don't like having to open a gate every time. That sound is going to get louder in the backyard. The tenant on the top level has a newborn baby. We are going to have a yard full of butts. You know where I stand, I don't want it there."

Amy Pettengill, 3 Old Manchester Road: "I did submit a letter with some pictures with our concerns. It is tight quarters there. The thing is it is a residential neighborhood. I have small kids. I love you guys, but the noise and I have little kids. My son is autistic. When people are drinking and people are smoking, people get loud. You will see in your walk through it is so tight back there."

Eric McKenzie, 1 Old Manchester Road: "Since the smoking is inside, we don't generally smell it. I don't have the access issues that some of my neighbors have. It's mostly just the noise. The smoking would be the bigger concern for me."

Mrs. McCarthy read a letter from Joyce Brackett of 5 Old Manchester Road (See attached).

Mr. McCoy: "The most important thing here is this is going to be a self-contained 10 by 37 building. It is going to have air conditioning. Proper smoke eaters. There would be no actual noise coming from that building. This is the only place to put it."

Motion:

Mr. Reed made a motion to continue this application until September 22, 2021, at 7:30 pm. Mr. Campbell seconded the motion. The motion passed with a vote of 4 in favor, 0 opposed and 0 abstentions.

Motion:

Mr. Povilaitis made a motion to accept the minutes from April 28, 2021, as amended. Mr. Reed seconded the motion. The motion passed with a vote of 4 in favor, 0 opposed and 0 abstentions.

Tim Cahill and Keith Smith introduced themselves and declared their intent to be alternates to the Zoning Board.

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1

Motion:

Mr. McCoy made a motion to recommend that the Board of Selectmen appoint Tim Cahill and Keith Smith as alternates to the Zoning Board provide that they attend both of the site walks next week. Mr. Povilaitis second the motion. The motion passed with a vote of 5 in favor, 0 opposed and 0 abstentions.

Motion:

Mr. Povilaitis made a motion to adjourn. Mr. McCoy seconded the motion. The motion passed with a vote of 5 in favor, 0 opposed and 0 abstentions.

Respectfully submitted,

Jill A. Vadeboncoeur

Deborah Intonti

From: MIMI BERGERE <mbergere@comcast.net>
Sent: Monday, September 13, 2021 5:01 PM
To: Deborah Intonti
Subject: Fwd: Election process

----- Original Message -----

From: MIMI BERGERE <mbergere@comcast.net>
To: "gplante@raymondnh.gov" <gplante@raymondnh.gov>, "khoelzel@raymondnh.gov" <khoelzel@raymondnh.gov>, "clong@raymondnh.gov" <clong@raymondnh.gov>, "dcampbell@raymondnh.gov" <dcampbell@raymondnh.gov>, "lweldy@raymondnh.gov" <lweldy@raymondnh.gov>
Cc: "dintoni@raymondnh.gov" <dintoni@raymondnh.gov>
Date: 09/13/2021 10:58 PM
Subject: Election process

Dear Selectmen

I am writing to strongly urge you to implement hand counting of ballots in Raymond going forward.

I have been made aware of statistical anomalies on Machine 3 in the November 2020 election and hand counting is the only assurance of free and fair elections. Please read this into the record.

Regards

Mimi Bergere
38 Mountain Road

Mimi Bergere
Bergere Consulting Services

Total Control Panel

[Login](#)

To: dintonti@raymondnh.gov
From: mbergere@comcast.net

Message Score: 1
My Spam Blocking Level: High

High (60): Pass
Medium (75): Pass
Low (90): Pass

[Block this sender](#)
[Block comcast.net](#)

This message was delivered because the content filter score did not exceed your filter level.

Deborah Intonti

From: Brian Olivier <busybcarpentry@yahoo.com>
Sent: Thursday, September 16, 2021 4:35 AM
To: khoelzel@raymond.gov; g_plante@comcast.net; dscrenh@gmail.com;
clong@raymond.gov; lweldy@raymond.gov
Cc: Deborah Intonti
Subject: hand recount

Raymond must do a hand recount of election to verify accuracy and trust and eliminate doubt

Total Control Panel

[Login](#)

To: dintonti@raymondnh.gov [Remove this sender from my allow list](#)
From: busybcarpentry@yahoo.com

You received this message because the sender is on your allow list.

Deborah Intonti

From: Morin, Dale - 0035 - MITLL <dmorin@ll.mit.edu>
Sent: Thursday, September 16, 2021 10:19 AM
To: Deborah Intonti
Subject: Hand counting ballots

I sent this to the Board of Selectmen but I had your email wrong. I understand this issue is to be discussed at the meeting on Sep 20th.

Please read my remarks into the record.

Thank you.

Raymond Board of Selectmen,

I am writing to you to voice my concern over what appears to be unreliable or possibly unsecure electronic vote tabulating machines in Raymond. I do not see this as a partisan issue and I do not seek to change any election results.

I am very concerned with the results of the three machines used in Raymond. It seems very unlikely to me (if not statistically impossible) that two of the three machines could have percentages so close to each other, and the results of the third machine be completely reversed. If there is a valid explanation for this, please provide that information to me.

The security, integrity and accuracy of our election process should concern every Raymond resident, regardless of political affiliations. I have heard people say that they're just not going to vote anymore because "it doesn't matter how they vote". I feel that too many people have lost confidence in our system, specifically in the machines. Weather you believe it's valid or not, the concern is real and wide spread. The best way to restore that confidence is to eliminate the source of trepidation and halt the use of electronic machines.

I am asking the Board of Selectmen to implement hand counting of ballots at all future elections until confidence is restored.

I realize this will mean additional work so I am volunteering to count ballots from start to finish if that's what it takes.

Voting in our elections is one of the most important civic duties we have in this country. Our primary duty and responsibility must be to ensure complete confidence and integrity in our local election process, rather than ease and convenience.

We should be willing to work to get it right for all residents of Raymond.



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU
Governor

August 19, 2021

Deborah Intonti
Town of Raymond
4 Epping Street
Raymond, NH 03077

Dear Deborah,

Thank you for your interest in the Recovery Friendly Workplace (RFW) Initiative. By becoming a designated Recovery Friendly Workplace, you will establish a commitment to overall employee health and wellness by creating work environments that support people in recovery, as well as all those impacted by substance misuse. Your participation will send a strong message to existing and potential employees about the positive culture of your workplace.

There have been a number of exciting developments regarding this initiative since it launched in March 2018. With the support and guidance of business leaders and experts in the field of addiction, we:

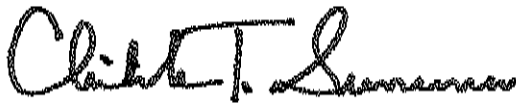
- Launched the RFW website (recoveryfriendlyworkplace.com)
- Recruited and engaged over 270 workplaces in this initiative
- Engaged dozens of interested states and organizations nationwide
- Developed an Advisory Council to provide oversight, technical assistance and support to guide our efforts
- Acquired and leveraged resources to support this initiative through the Department of Business and Economic Affairs, Community Development Finance Authority (CDFA), and other state funding partners
- Hired a Recovery Friendly Workplace Program Director to oversee the development, expansion, and implementation of the initiative
- Hired three Recovery Friendly Advisors (RFA) to recruit and guide workplaces through the designation process
- Awarded \$900k in CDFa funding to 5 nonprofit organizations to deliver RFW programming, trainings, and supports to workplaces in communities across NH

As part of the designation process, you will have access to a variety of tools and resources to assist with RFW implementation. These include:

- Initial orientation for your CEO's and Senior Management Teams, Human Resources Department, and other company champions
- Assessment of resources and readiness that currently exist within your business or organization
- Connection to local, community resources through the Regional Public Health Networks, Recovery Community Organizations, 2-1-1 NH, and The Doorway-NH
- Connection to non-profit organizations providing direct supports to RFWs, such as telephone supports, recovery coaches, and vocational programming
- Access to basic level trainings and lunch & learns for supervisors and employees on the following topics:
 - Substance Use Disorder & Stigma
 - Why the Workforce Needs People in Recovery
 - How to Access Resources in NH
 - Proven Results of Recovery Friendly Workplaces
 - Overcoming the Impact of Substance Use Disorder through Recovery
 - Saving a Life with Narcan
- Access to additional research-based training modules
- Sample Recovery Friendly declarations, policies, and procedures
- Referrals and connections to the NH Works for Recovery program and other resources to support businesses looking for workers with jobseekers looking for employment opportunities
- Customized, best-practice resources to assist businesses of all sizes and types in acquiring and maintaining Recovery Friendly status

We look forward to partnering with you on this important initiative. A representative will be in touch within the next 14 days to schedule a mutually convenient time to visit and provide the support and resources needed to move forward in the designation process. In the meantime, please feel free to contact our Program Director, Shannon Bresaw, if you have any questions at (603) 224-2595 or shannon@recoveryfriendlyworkplace.com.

Sincerely,



Christopher T. Sununu
Governor

Board of Selectmen Vote to Accept Donation

I move to accept the donated funds from Ursula Mackey in the form of checks to the Town in the amount of \$500.00:

Date: _____

Motion Made By: _____

Second to the Motion By: _____

Scott Campbell, Selectman _____

George Plante, Selectman _____

Christopher Long, Selectman _____

Kathleen Hoelzel, Selectman _____

William Weldy, Selectman _____

Deborah Intonti

From: Michael Labell
Sent: Thursday, September 9, 2021 1:46 PM
To: Julie Jenks; Deborah Intonti
Cc: Joe Ilsley
Subject: Re: DONATION-PD

Hi Julie,

Only verbal. It was dropped off to me at the PD this morning by her son. He advised me that she is being moved to the Rockingham County Nursing Home. While cleaning and organizing her vehicle he found an envelope the reads, "donation, Chief of Police-Raymond." He opened the envelope and discovered the \$500 check dated 7/8/21, signed by her. He told me that since he has power of attorney over her affairs and it was her intent to make the donation, he was dropping it off to us. He assumes she just never got around to stopping by with it herself.

I gave him my business card and asked him to send me an email explaining the situation. He told me that he would but that it is clear to him that his mother wanted to make this donation. I have not received an email.

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.0914 / Fax 603.895.0901
mllabell@raymondnh.gov

From: Julie Jenks <jjenks@raymondnh.gov>
Sent: Thursday, September 9, 2021 1:28 PM
To: Michael Labell <mllabell@raymondnh.gov>; Deborah Intonti <dintonti@raymondnh.gov>
Cc: Joe Ilsley <jilsley@raymondnh.gov>
Subject: RE: DONATION-PD

Thank you Chief.

Was there a statement of intent for the donated funds?

Julie Jenks

Finance Director
Town of Raymond
(603) 895-7010

"Alone we can do so little; together we can do so much" – Hellen Keller

URSULA B MACKAY
45 ARROW LANE
RAYMOND, NH 03077

2978

31-7216271
479

03077 NH

DATE: 2/5/2008
PAY TO THE ORDER OF: Raymond Police
\$ 500
Five hundred 00/100

Peoples United Bank
peoples.com

FROM: donation Charles Mackay

⑆2221172186⑆ 0390012713⑆ 2978

Chief of Police
Raymond

donation

Ursula contribution

J Hunter Reichert <jhreichert@yahoo.com>

Thu 9/9/2021 3:29 PM

To: Michael Labell <mlabell@raymondnh.gov>

Chief Labell,

Nice to meet you today. I spoke with mom and confirmed her contribution to you and your force.

Thanks for what you do!

Hunter Reichert
c. 434.409.4280

Total Control Panel

[Login](#)

To: mlabell@raymondnh.gov
From: jhreichert@yahoo.com

Message Score: 1
My Spam Blocking Level: High

High (60): Pass
Medium (75): Pass
Low (90): Pass

[Block this sender](#)
[Block yahoo.com](#)

This message was delivered because the content filter score did not exceed your filter level.

TOWN OF RAYMOND, NH

CAPITAL RESERVE/TRUST FUND REQUEST

4 Epping Street
 Raymond, NH 03077
 (603) 895-7009
 Fax (603) 895-7064



REQUEST FROM:
Department
 Town Manager

CONTROL NUMBER:
 2021-14

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
7/29/2021	Joseph Ilsley	8/30/2021	
FUND NAME / ACCOUNT	DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES		
Purchase of 10 Old Fremont Rd 05-8058-064	Expenses associated to the purchase process.		\$8,994.17
Total			\$8,994.17

Chairman George Plante

Approved / Not Approved

Vice Chair Kathy Hoelzel

Approved / Not Approved

Scott Campbell

Approved / Not Approved

Chris Long

Approved / Not Approved

William Weldy

Approved / Not Approved

Article 34

Establish a CRF Fund for the Purchase of 10 Old Fremont Road (The Bean Tavern):

To see if the Town of Raymond will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1-c for the purpose of purchasing 10 Old Fremont Road (The Bean Tavern) to ensure the landmark's preservation and to raise and appropriate the sum of Two Hundred Sixty Thousand Dollars (\$260,000) 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 667 NO 516

Cap Resv- Purchase of 10 Old Fremont Rd
 05-8058-064

<u>Period Description</u>	<u>Transaction Date</u>	<u>Source</u>	<u>Sub Source</u>	<u>Reference Number</u>	<u>Amounts</u>	<u>Transaction Description</u>
Apr-21	4/30/2021	AP	INV	Jlenks April CC	26.35	Citizens Bank - USPsMstr: BnTvm Purchase Docs.
Apr-21	4/30/2021	AP	INV	750298	6,368.61	Drummond Woodsum Attorneys At Law - 2020 Bean Tavern Purchas.
May-21	5/31/2021	AP	INV	753282	959.41	Drummond Woodsum Attorneys At Law - 2020 Bean Tavern Purchas.
Mar-21	3/31/2021	AP	INV	749563	1,639.80	Drummond Woodsum Attorneys At Law - 2020 Bean Tavern Purchas.
					<u>\$ 8,994.17</u>	



PO BOX 18204
BRIDGEPORT, CT 06601-3204

MEMO STATEMENT

Account Number	
Statement Date	MAY 11, 2021
Total Activity	\$55,371.85

** MEMO STATEMENT ONLY **
DO NOT REMIT PAYMENT

JULIE JENKS
TOWN OF RAYMOND NH
4 EPPING ST
RAYMOND NH 03077-2529

**NDD00354

6046FD48 - 00000000 - 0001 - 0001



Account Summary For:
JULIE JENKS
TOWN OF RAYMOND NH
4 EPPING ST
RAYMOND NH 03077-2529

Account Number: 5530 9500 0072 4272
Credit Line: \$75,000
Total Cash Line: \$0
Available Cash: \$0
Statement Date: MAY 11, 2021
Disputed Amount: \$0.00

To report card lost or stolen, call 1-800-443-0164
For 24-hour customer service, call 1-888-798-4600
Send billing inquiries to: CITIZENS BANK PO BOX 18290 BRIDGEPORT, CT 06601-3290
For online access to your account go to WWW.CENTRESUITE.COM/CENTRE?CITIZENS

ACCOUNT SUMMARY

JULIE JENKS 5530 9500 0072 4272	Purchases & Other Debits	+	Cash Advances	-	Credits	=	Total Activity
Account Total	\$55,371.85		\$0.00		\$0.00		\$55,371.85

ACCOUNT ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-14	04-13	52704871103700771925208	WASTE MGMT WM EZPAY 8668342080 TX	48,836.28
04-14	04-13	75229391103000270542711	PALMER GAS AND OIL 603-8987986 NH	27.38
04-14	04-13	75418231103118793471512	MICROSOFT MSBILL.INFO MSBILL.INFO WA	837.50
04-14	04-13	75418231103118793471546	MICROSOFT MSBILL.INFO MSBILL.INFO WA	180.00
04-15	04-14	5542950110489421772479	POWR INC 4156912830 CA	9.99
04-15	04-14	82305091104000011779539	WIX.COM 926445453 SAN FRANCISCOCA	4.99
04-15	04-15	55432861106200650547844	AMZN Mktp US*YTOSE5BK3 Amzn.com/billWA	27.58
04-19	04-16	55310201106083778942658	AMZN MKTP US*JW7F75JF3 AMZN.COM/BILLWA	29.99
04-22	04-21	52704871111700576490580	ADOBE ACROPRO SUBS 8004438158 CA	186.89
04-22	04-21	25265081112000019183880	ONEPATH 678-6955500 GA	1,355.00
04-26	04-23	55432861113200965417220	VISTAPR*VistaPrint.com 866-8936743 MA	16.00
04-27	04-26	55432861116200853187890	PITNEYBOWESLEASEDEQUIP 844-256-6444 NY	493.86
04-29	04-28	05410191118105275649214	StaplesBusinessCredit 877-457-6424 MA	451.50
04-29	04-28	52704871119083761011376	CHECKSFORLESS.COM 8002455775 ME	80.46
04-29	04-28	02305371119000536395836	USPS PO 3270200077 RAYMOND NH	26.35
05-03	05-01	82305091121000015789995	WIX.COM PREMIUM-PLAN SAN FRANCISCOCA	149.00
05-06	05-05	82305091125000011378402	WIX.COM FRIENDSOF RAY SAN FRANCISCOCA	68.55
05-06	05-05	52704871125700786182419	WASTE MGMT WM EZPAY 8668342080 TX	2,590.54



E J 6 8 J 8 8 9 J 7 0 U S

4. The Postal Service insures "negotiable items" (defined by postal regulations as items that can be converted to cash without largely, currency, or bullion up to a maximum of \$15 per mailpiece).

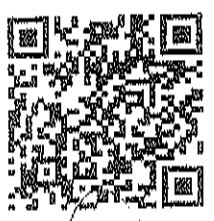
5. The Postal Service does not provide coverage for consequential losses due to loss, damage, or delay of Priority Mail Express items or for concealed damage, spillage of perishable items, and articles improperly packaged or too fragile to withstand normal handling in the mail. Coverage, terms, and limitations are subject to change. For additional limitations and terms of coverage, consult the DMH, which is available at ps.usps.com.

Itemized Claims (less, Damaged or Missing Contents): Either the mailer or the addressee may file an itemized claim for loss, damaged or missing contents. The claimant may submit the claim online at usps.com or by mail, for more information see Publication 122, Domestic Claims Customer Reference Guide. The timeframes for claims are as follows: claims for loss - no later than 7 days but no later than 60 days after the date of mailing; claims for damage or missing contents - immediately but no later than 60 days from the date of mailing. Retain the original USPS mail receipt or electronic receipt for claims purposes. For claims involving damage or missing contents, also retain the article, container, and packaging for Postal Service inspection when requested.

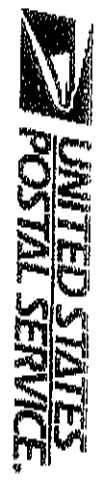
Standard of Postage and Fees (Service Performance): If delivery of a Priority Mail Express piece item does not meet the scheduled delivery commitment(s), online and commercial customers may submit a refund request by visiting usps.com. Retail customers may submit a refund request either online at usps.com or at retail locations. Refund requests for postage must be submitted no later than 30 days from the date of mailing; Extra Services fees refund requests must be submitted no later than 60 days from the date of mailing. Each tracking number can only be submitted once for all applicable returns. Refund requests for PMS or PMS with Extra Services must be combined into a single submission.

Thank you for choosing Priority Mail Express service.

Tracking: For USPS Tracking, scan the QR Code below or go to usps.com or call 800-222-1811



E J 6 8 J 8 8 9 J 7 0 U S
Priority Mail Express tracking number



15 FREETOWN RD STE 1
RAYMOND, NH 03077-9998
(800)275-8777

04/28/2021 09:13 AM

Product	Qty	Unit Price	Price
PM Express 1-Day	1		\$26.35

Flat Rate Env			
Portland, ME 04101			
Flat Rate			
Signature Requested			
Scheduled Delivery Date			
Thu 04/29/2021 03:00 PM			
Money Back Guarantee			
Tracking #:			
EJ681889170US			
Insurance			
Up to \$100.00 included			

Total \$26.35

Grand Total: \$26.35

Credit Card Remitted \$26.35
 Card Name: MasterCard
 Account #: XXXXXXXXXXXX4272
 Approval #: 064250
 Transaction #: 806
 AID: A0000000041010 Chip
 AL: MASTERCARD
 PIN: Not Required

USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

Vendor: 005060-Drummond Woodsum Attorneys At Law

Payee: Drummond Woodsum Attorneys At Law Check Date: 6/08/2021 Check Number: 00116031

Invoice Number	PO Number	Date	Description	Amount	Discount
750295		4/30/2021	Tax Deeding, 2019 Properties	\$639.60	
750296		4/30/2021	2020SmithPondRd-Mates,et al. V.TOR	\$5,680.22	
750297		4/30/2021	2020 Covid-19 Responses/Issues	\$42.64	
750298		4/30/2021	2020 Bean Tavern Purchase	\$6,368.61	
750299		4/30/2021	2020Wood V. TOR (Audette RD)	\$127.92	
750300		4/30/2021	General Representation	\$2,643.68	

Subtotal: \$15,502.67 \$0.00
Check Total: \$15,502.67

Vendor: 005060-Drummond Woodsum Attorneys At Law

Payee: Drummond Woodsum Attorneys At Law Check Date: 6/08/2021 Check Number: 00116031

Invoice Number	PO Number	Date	Description	Amount	Discount
750295		4/30/2021	Tax Deeding, 2019 Properties	\$639.60	
750296		4/30/2021	2020SmithPondRd-Mates,et al. V.TOR	\$5,680.22	
750297		4/30/2021	2020 Covid-19 Responses/Issues	\$42.64	
750298		4/30/2021	2020 Bean Tavern Purchase	\$6,368.61	
750299		4/30/2021	2020Wood V. TOR (Audette RD)	\$127.92	
750300		4/30/2021	General Representation	\$2,643.68	

Subtotal: \$15,502.67 \$0.00
Check Total: \$15,502.67

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



Town of Raymond
 4 Epping Street
 Raymond, NH 03077-
 (603)895-4735

Citizens - General Fund

Check # **00116031**
 Check Date: **6/08/2021**

Pay: Fifteen Thousand Five Hundred Two and 67/100 ***** DOLLARS

Check Amount
\$15,502.67

To Order Of:

Drummond Woodsum Attorneys At Law
 84 Marginal Way
 Suite 600
 Portland, ME 04101-2480

⑈00116031⑈ ⑆011401533⑆ 3305127246⑈

Drummond Woodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600 TAX ID NUMBER
Portland, ME 04101-2480 01-0351512
207.772.1941 Main
207.772.3627 Fax

RECEIVED

May 18, 2021

Town of Raymond, NH
ATTN: Finance Department
Raymond Town Offices
4 Epping Street
Raymond NH 03077

MAY 25 2021

Initial: _____

Invoice No.: 750298 ✓
Client No.: 24200
Matter No.: 32

MATTER SUMMARY

For professional services rendered and/or costs incurred through April 30, 2021:

RE: 2020 Bean Tavern Purchase (KR)

Professional Services	\$ 8,068.50
Courtesy Discount	<u>\$ -1,613.70</u>
Net Professional Services	\$ 6,454.80
Costs Incurred	<u>\$ 335.81</u>
TOTAL THIS INVOICE	\$ 6,790.61
Advanced Payments Applied	<u>\$ -422.00</u>
BALANCE DUE THIS INVOICE	\$ 6,368.61

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

BILLING OFFICE

84 Marginal Way, Suite 600 TAX ID NUMBER
 Portland, ME 04101-2480 01-0351512
 207.772.1941 Main
 207.772.3627 Fax

May 18, 2021

Town of Raymond, NH
 ATTN: Finance Department
 Raymond Town Offices
 4 Epping Street
 Raymond NH 03077

Invoice No.: 750298
 Client No.: 24200
 Matter No.: 32

For professional services rendered and/or costs incurred through April 30, 2021:

RE: 2020 Bean Tavern Purchase (KR)

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
4/01/21	RLV	Attention to file, review purchase and sale agreement, draft closing agenda	1.10	181.50
1/02/21	TRW	Review proposed agenda; telephone conference with Ms. Van Pelt	.50	187.50
4/02/21	TRW	Erv various electronic correspondence from and to Ms. Van Pelt; Attorney Fillmore and Mr. Gagalis	.30	112.50
4/02/21	RLV	Draft miscellaneous sale documents; settlement statement, email to Town of Raymond for tax information; telephone conference w/ Attorney Watson regarding closing documents; emails to broker	1.90	313.50
4/02/21	CCF	Follow up regarding closing matters	.20	41.00
4/05/21	TRW	Review electronic correspondence from and to Ms. Van Pelt; Attorney Fillmore; and Mr. Gagalis; review Registry of Deeds records online; telephone conference with Attorney Fillmore; review and revise warranty deed, non-foreign certification, and other closing documents; telephone call to Ms. Van Pelt's voicemail; draft tax pro-ration agreement, environmental warranty, and review and revise settlement statement	3.00	1,125.00
4/05/21	RLV	Draft real estate transfer documents, revise closing agenda	2.50	412.50
4/05/21	CCF	Attention to closing questions from Attorney Watson	.20	41.00
4/06/21	TRW	Extended telephone conference with Ms. Van Pelt; review POA documents; telephone conference with Ms. Van Pelt review electronic correspondence from Ms. Van Pelt; draft authorization to release bank information; telephone conference with Ms. Van Pelt	1.20	450.00

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

Date	Prof	Description of Service	Hours	Amount
4/06/21	RLV	Telephone conference w/ Attorney Watson regarding revisions to documents; attention to emails from Broker; telephone conference to Rockingham County regarding fees; telephone conference w/ Bank of America regarding payoff; revise loan documents per Attorney Watson; draft correspondence to Seller	4.10	676.50
4/07/21	TRW	Electronic correspondence from Mr. Gagalis; revise letter to sellers; electronic correspondence from Ms. Van Pelt; electronic correspondence from Attorney Fillmore; telephone conference with Ms. Van Pelt;	.70	262.50
4/07/21	RLV	Attention to emails, fax authorization to Bank of America, telephone conference w/ Attorney Watson; telephone conference w/ Bank of America	3.50	577.50
4/07/21	CCF	Attention to closing details	.30	61.50
4/08/21	TRW	Review various electronic correspondence to and from Ms. Van Pelt, broker and Attorney Fillmore; telephone conference with Ms. Van Pelt; review package of seller documents from broker; telephone conference with Ms. Van Pelt; telephone conference with broker; telephone conference with broker; electronic correspondence from broker; travel to and from to seller home for re-signing documents; telephone conference with Ms. Van Pelt; deliver documents to FEDEX	1.90	712.50
4/08/21	RLV	Finalize documents, circulate to parties for execution, coordinate closing, telephone conference w/ Bank of America regarding release of lien; telephone conference with broker regarding documents	2.80	462.00
4/08/21	CCF	Attention to closing matters	.20	41.00
4/09/21	RLV	Telephone conference w/ broker, emails to buyer and Attorney Fillmore regarding signed documents from buyer; telephone conference with Attorney Fillmore regarding same; follow up emails to broker and Attorney Watson regarding delay in closing	.60	99.00
4/09/21	CCF	Follow up regarding closing details	.40	82.00
4/21/21	RLV	Email to Attorney Fillmore regarding status of matter	.10	16.50
4/22/21	TRW	Review various electronic correspondence from and to Ms. Van Pelt, Mr. Gagalis and Attorney Fillmore; telephone conference with Ms. Van Pelt	.50	187.50
4/22/21	RLV	Emails to and from Attorney Fillmore and Attorney Watson and Mr. Cone-Coleman regarding funding and disbursing this matter. Telephone conference w/ Attorney Watson regarding closing; email to Broker regarding same	1.60	264.00
4/22/21	CCF	Attention to closing status and documents	.50	102.50
4/23/21	RLV	Attention to emails regarding closing documents	.10	16.50
4/23/21	CCF	Follow up regarding closing status	.20	41.00
4/27/21	TRW	Telephone conference with Ms. Van Pelt; review various electronic correspondence	.30	112.50
4/27/21	RLV	Emails to Attorney Fillmore and the Broker regarding the matter; telephone conference w/ Attorney Watson	.40	66.00
4/28/21	TRW	Review various electronic correspondence; telephone conference with Ms. Van Pelt	.30	112.50
4/28/21	RLV	Attention to emails, emails to and from broker regarding signed documents; coordinating closing disbursement; telephone conference w/ Attorney Watson regarding payoff	1.10	181.50

Date	Prof	Description of Service	Hours	Amount
4/28/21	CCF	Follow up regarding status of closing documents	.20	41.00
4/29/21	TRW	Electronic correspondence from and to Attorney Roman and Attorney Fillmore and Ms. Van Pelt ; telephone conference with Ms. Van Pelt	.30	112.50
4/29/21	KR	Attention to payoff letter and check on status of closing	.20	41.00
4/29/21	RLV	Review updated payoff from Bank of America, revise seller side of settlement statement, email to Broker; follow up regarding check	1.20	198.00
4/29/21	CCF	Attention to closing issues	.20	41.00
4/30/21	KR	Address purchase check issue; conference with D.Intonti and J.Jenks regarding same	.50	102.50
4/30/21	PF	Travel to/from bank to make deposit	.50	60.00
4/30/21	CCF	Attention to closing matters	2.60	533.00
TOTAL PROFESSIONAL SERVICES				\$ 8,068.50
Less Professional Courtesy Discount				<u>\$ -1,613.70</u>
NET PROFESSIONAL SERVICES				\$ 6,454.80

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Thomas R. Watson	TRW	Shareholder	9.00	375.00	3,375.00
Seriann Roman	KR	Shareholder	.70	205.00	143.50
C. Christine Fillmore	CCF	Shareholder	5.00	205.00	1,025.00
Roberta L. Van Pelt	RLV	Paralegal	21.00	165.00	3,465.00
Patricia Frechette	PF	Legal Assistant	.50	120.00	60.00
TOTALS			36.20		\$ 8,068.50

COSTS INCURRED

Date	Description of Service	Amount
4/05/21	Copies, 04/05/2021, Thomas R. Watson	1.00
4/12/21	Delivery Service, FedEx, 4/12/2021	12.07
	Office Services Costs	322.74
TOTAL COSTS INCURRED		\$ 335.81
TOTAL THIS INVOICE		\$ 6,790.61
Advanced Payments Applied		<u>\$ -422.00</u>
BALANCE DUE THIS INVOICE		\$ 6,368.61

Vendor: 005060-Drummond Woodsum Attorneys At Law

Payee: Drummond Woodsum Attorneys At Law

Check Date: 6/22/2021

Check Number: 00116160

Invoice Number	PO Number	Date	Description	Amount	Discount
753280		5/31/2021	2019(Blaisdell,Roscoe)BaldHillRd	\$535.08	
753281		5/31/2021	2020 SmithPondRd Mates,Et al. V TOR	\$360.88	
753282		5/31/2021	2020 Bean Tavern Purchase	\$959.41	
753283		5/31/2021	2020Wood v. TOR (Audette Rd)	\$63.96	
753284		5/31/2021	General Representation 5/1-5/31/21	\$1,748.24	

Subtotal: \$3,667.57 \$0.00
Check Total: \$3,667.57

Vendor: 005060-Drummond Woodsum Attorneys At Law

Payee: Drummond Woodsum Attorneys At Law

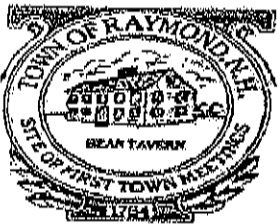
Check Date: 6/22/2021

Check Number: 00116160

Invoice Number	PO Number	Date	Description	Amount	Discount
753280		5/31/2021	2019(Blaisdell,Roscoe)BaldHillRd	\$535.08	
753281		5/31/2021	2020 SmithPondRd Mates,Et al. V TOR	\$360.88	
753282		5/31/2021	2020 Bean Tavern Purchase	\$959.41	
753283		5/31/2021	2020Wood v. TOR (Audette Rd)	\$63.96	
3284		5/31/2021	General Representation 5/1-5/31/21	\$1,748.24	

Subtotal: \$3,667.57 \$0.00
Check Total: \$3,667.57

THE FACE OF THIS CHECK IS PRINTED IN BLUE. THE BACK CONTAINS A SIMULATED WATERMARK.



Town of Raymond

4 Epping Street
Raymond, NH 03077-
(603)895-4735

Citizens - General Fund

Check # **00116160**
Check Date: **6/22/2021**

Check Amount
\$3,667.57

Pay: Three Thousand Six Hundred Sixty-Seven and 57/100 ***** DOLLARS

To Order Of:

Drummond Woodsum Attorneys At Law
84 Marginal Way
Suite 600
Portland, ME 04101-2480

⑈00116160⑈ ⑆011401533⑆ 3305127246⑈



DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600 TAX ID NUMBER
Portland, ME 04101-2480 01-0351512
207.772.1941 Main
207.772.3627 Fax

RECEIVED

June 9, 2021

Town of Raymond, NH
ATTN: Finance Department
Raymond Town Offices
4 Epping Street
Raymond NH 03077

JUN 14 2021

Initial: _____

Invoice No.: 753282
Client No.: 24200
Matter No.: 32

MATTER SUMMARY

For professional services rendered and/or costs incurred through May 31, 2021:

RE: 2020 Bean Tavern Purchase (KR)

Professional Services	\$ 876.50
Courtesy Discount	<u>\$ -100.00</u>
Net Professional Services	\$ 776.50
Costs Incurred	<u>\$ 182.91</u>
TOTAL THIS INVOICE	\$ 959.41
Previous Balance (See Details)	<u>\$ 6,368.61</u>
TOTAL BALANCE DUE FOR THIS MATTER	<u>\$ 7,328.02</u>

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

DrummondWoodsum

ATTORNEYS AT LAW

BILLING OFFICE

84 Marginal Way, Suite 600 TAX ID NUMBER
Portland, ME 04101-2480 01-0351512
207.772.1941 Main
207.772.3627 Fax

June 9, 2021

Town of Raymond, NH
ATTN: Finance Department
Raymond Town Offices
4 Epping Street
Raymond NH 03077

Invoice No.: 753282
Client No.: 24200
Matter No.: 32

For professional services rendered and/or costs incurred through May 31, 2021:

RE: 2020 Bean Tavern Purchase (KR)

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
5/05/21	TRW	Telephone conference with R. Van Pelt; telephone conference with R. Van Pelt; telephone conference with C. Cone-Colman; telephone conference with G Gagalis; letter to A Louis	.60	225.00
5/05/21	RLV	Review documents received by client, coordinate disbursement of proceeds; record documents via SimpliFile;	2.00	330.00
5/05/21	CCF	Follow up regarding closing matters	.20	41.00
5/07/21	RLV	Reply to email from Broker	.10	16.50
5/12/21	RLV	Post closing follow up, prepare closing binder and mail to client	1.10	181.50
5/18/21	RLV	Create and email electronic closing binder per client's request	.50	82.50
TOTAL PROFESSIONAL SERVICES				\$ 876.50
Less Professional Courtesy Discount				<u>\$ -100.00</u>
NET PROFESSIONAL SERVICES				\$ 776.50

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Thomas R. Watson	TRW	Shareholder	.60	375.00	225.00
C. Christine Fillmore	CCF	Shareholder	.20	205.00	41.00
Roberta L. Van Pelt	RLV	Paralegal	3.70	165.00	610.50
TOTALS			4.50		\$ 876.50

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

COSTS INCURRED

Date	Description of Service	Amount
	Outgoing U.S. Wire	50.00
5/05/21	Recording Fees, Rockingham County Registry Of Deeds, 5/5/2021	65.00
5/10/21	Delivery Service, FedEx, 5/10/2021	36.85
	Office Services Costs	31.06
	TOTAL COSTS INCURRED	\$ 182.91
	TOTAL THIS INVOICE	\$ 959.41

Bean Tavern

Vendor: 005060-Drummond Woodsum Attorneys At Law

Payee: Drummond Woodsum Attorneys At Law **Check Date:** 5/04/2021 **Check Number:** 00115752

Invoice Number	PO Number	Date	Description	Amount	Discount
749562		3/31/2021	2020SmithPondRd-Mates,et al V TOR	\$3,129.36	
749563		3/31/2021	2020 Bean Tavern Purchase	\$1,639.80	
749564		3/31/2021	Tax Deeding 2020 1 Bertha Ave.	\$240.24	
749565		3/31/2021	2020Wood V TOR(Audette RD)	\$447.72	
749566		3/31/2021	General Representation March 2021	\$1,684.28	

Subtotal: \$7,141.40 **Discount:** \$0.00
Check Total: \$7,141.40

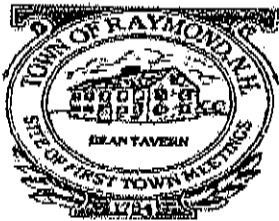
Vendor: 005060-Drummond Woodsum Attorneys At Law

Payee: Drummond Woodsum Attorneys At Law **Check Date:** 5/04/2021 **Check Number:** 00115752

Invoice Number	PO Number	Date	Description	Amount	Discount
749562		3/31/2021	2020SmithPondRd-Mates,et al V TOR	\$3,129.36	
749563		3/31/2021	2020 Bean Tavern Purchase	\$1,639.80	
749564		3/31/2021	Tax Deeding 2020 1 Bertha Ave.	\$240.24	
749565		3/31/2021	2020Wood V TOR(Audette RD)	\$447.72	
49566		3/31/2021	General Representation March 2021	\$1,684.28	

Subtotal: \$7,141.40 **Discount:** \$0.00
Check Total: \$7,141.40

THE FACE OF THIS CHECK IS PRINTED IN BLUE. THE BACK CONTAINS A SIMULATED WATERMARK.



Town of Raymond
 4 Epping Street
 Raymond, NH 03077-
 (603)895-4735

Citizens - General Fund

Check # 00115752
Check Date: 5/04/2021

Pay: Seven Thousand One Hundred Forty-One and 40/100 ***** DOLLARS **Check Amount** \$7,141.40

To Order Of:

Drummond Woodsum Attorneys At Law
 84 Marginal Way
 Suite 600
 Portland, ME 04101-2480

⑈00115752⑈ ⑆011401533⑆ 3305127246⑈

BILLING OFFICE

84 Marginal Way, Suite 600 TAX ID NUMBER
Portland, ME 04101-2480 01-0351512
207.772.1941 Main
207.772.3627 Fax

April 19, 2021

Town of Raymond, NH
ATTN: Finance Department
Raymond Town Offices
4 Epping Street
Raymond NH 03077

Invoice No.: 749563
Client No.: 24200
Matter No.: 32

MATTER SUMMARY

For professional services rendered and/or costs incurred through March 31, 2021:

RE: 2020 Bean Tavern Purchase (KR)

Professional Services	\$ 1,432.50
Costs Incurred	<u>\$ 207.30</u>
TOTAL THIS INVOICE	\$ 1,639.80

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

BILLING OFFICE

84 Marginal Way, Suite 600
Portland, ME 04101-2480
207.772.1941 Main
207.772.3627 Fax

April 19, 2021

Town of Raymond, NH
ATTN: Finance Department
Raymond Town Offices
4 Epping Street
Raymond NH 03077

Invoice No.: 749563
Client No.: 24200
Matter No.: 32

For professional services rendered and/or costs incurred through March 31, 2021:

RE: 2020 Bean Tavern Purchase (KR)

PROFESSIONAL SERVICES RENDERED

Date	Prof	Description of Service	Hours	Amount
3/22/21	KR	Correspond with Manager Ilsey and Ms. Intonti regarding purchase and public hearing process; review minutes and vote of BOS to purchase	.60	123.00
3/23/21	KR	Work on title matters for property closing; correspond with title examiner	.50	102.50
3/24/21	CCF	Review file regarding terms and status; begin preparing closing documents	.60	123.00
3/25/21	CCF	Attention to closing documents and process	1.00	205.00
3/29/21	TRW	Electronic correspondence from Attorney Fillmore; telephone conference Attorney Fillmore; electronic correspondence from Attorney Fillmore	.40	150.00
3/29/21	KR	Attention to title search results; correspond with title researcher regarding same	.40	82.00
3/29/21	CCF	Attention to closing matters	.80	164.00
3/30/21	TRW	Review file; telephone conference to Mr. Gagalis' voicemail; review title report; telephone conference with Ms. Ledoux; telephone conference with Ms. Van Pelt; telephone conference with Mr. Gagalis	1.00	375.00
3/30/21	RLV	Telephone conference w/ Attorney Watson regarding matter	.20	33.00
3/31/21	TRW	Electronic correspondence from Mr. Gagalis; review executed P&S	.20	75.00

TOTAL PROFESSIONAL SERVICES \$ 1,432.50

PROFESSIONAL FEE SUMMARY

Professional	Init	Position	Hours	Rate	Total
Thomas R. Watson	TRW	Shareholder	1.60	375.00	600.00
Merriann Roman	KR	Shareholder	1.50	205.00	307.50

Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

Invoice No.: 749563

April 19, 2021

Professional	Init	Position	Hours	Rate	Total
C. Christine Fillmore	CCF	Shareholder	2.40	205.00	492.00
Roberta L. Van Pelt	RLV	Paralegal	.20	165.00	33.00
TOTALS			5.70		\$ 1,432.50

COSTS INCURRED

Date	Description of Service	Amount
3/29/21	Title Search, Leslie Russell Lafond, 03/29/2021	150.00
	Office Services Costs	57.30
	TOTAL COSTS INCURRED	\$ 207.30
	TOTAL THIS INVOICE	\$ 1,639.80

Board of Selectmen Vote to Accept Donation

I move to accept the donated funds from Ursula Mackey in the form of checks to the Town in the amount of \$500.00:

Date: _____

Motion Made By: _____

Second to the Motion By: _____

Scott Campbell, Selectman _____

George Plante, Selectman _____

Christopher Long, Selectman _____

Kathleen Hoelzel, Selectman _____

William Weldy, Selectman _____

donation

Chief of Police -
Raymond

URSULA B MACKAY
44 ARROW LANE
RAYMOND, NH 03077

2978
51-7218/2211
439

2/8/20 DATE

\$ 500 -
DOLLARS

Pay to the order of
Five hundred and 00/100

Peoples United Bank
peoples.com

FOR
donation
Charla Mackay

⑆221172186⑆ 0390012713⑈ 2978

Member FDIC

Board Approval for 2021–2022 New Hampshire Highway Safety Grant:

Grant #: 22-157

Motion:

I, _____ make a motion to accept from the NH Highway Safety Department, the following grant amount on behalf of the Raymond Police Department, and further authorize the Town Manager, Joseph Ilsley to sign said documents, seconded by _____ .

Vote: Motion carried: Y N

Raymond Highway Safety Grant
Effective 10/1/2021 to 9/30/2022

\$ 15,908.00

George Plante, Chair _____

Kathy Hoelzel, Vice Chair _____

Chris Long, Selectman _____

William “Lee” Weldy, Selectman _____

Scott Campbell, Selectman _____

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

GENERAL PROVISIONS

Grant Agreement Title: Raymond Highway Safety Grant **Grant Agreement #:** 22-157

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Raymond Police Department		1.4. Subrecipient Address 1 Scribner Road, Raymond, NH 03077	
Chief of Police Name:	Michael Labell	Chief of Police email:	mlabell@raymondnh.gov
Grant Contact Name:	Maureen Smith	Grant Contact's email:	msmith@raymondnh.org
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town Government		1.4.2 DUNS # 078700949	Exp Date: 12/21/2021
		UEI #	Exp Date:
1.5. Subrecipient Phone #	1.6. Effective Date	1.7. Completion Date	1.8. Grant Limitation \$ 15,908.00
603-895-0914	10/01/2021	09/30/2022	(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))
1.9. Grant Officer for State Agency Kim Roberts		1.10. State Agency Telephone Number 603-271-6708	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / /, before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable)			
By: On: / /			

2. SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire. 4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.
- 4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.
- 5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION

- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST** No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.
16. **INDEMNIFICATION** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND**
- 17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. **THIRD PARTIES** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS

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

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

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

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

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CASH MANAGEMENT

Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for

those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

TERMINATION (§200.340)

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award; (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities; (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—(i) Has exhausted its opportunities to object or challenge the decision, see §200.342; or (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently: (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days; (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

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

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E

INDIRECT (F&A) COSTS (§200.414)

(a) *Facilities and administration classification.* For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the "Administration" category; for IHEs, they are included in the "Facilities" category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) *Diversity of nonprofit organizations.* Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) *Federal Agency Acceptance of Negotiated Indirect Cost Rates.* (See also §200.306.)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section. (2) The Federal awarding agency head or delegate must notify OMB of any approved deviations. (3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates. (4) As required under §200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in §200.332(a)(4).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Government wide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in §200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PROCUREMENT BY STATES (200.317)

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

GENERAL PROCUREMENT STANDARDS (§200.318)

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

COMPETITION (§200.319)

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

METHODS OF PROCUREMENT TO BE FOLLOWED (§200.320)

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases—(i) Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law. (v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved. (2) *Small purchases—(i) Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity. (ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;(B) Two or more responsible bidders are willing and able to compete effectively for the business; and(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised; (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source; (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) After solicitation of a number of sources, competition is determined inadequate.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (§200.321)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

DOMESTIC PREFERENCES FOR PROCUREMENTS (§200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROCUREMENT OF RECOVERED MATERIALS (§200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (B) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

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

Authorized Contract Signatory: _____

Date: _____

Signors Printed Name: _____

Signors Title: _____

EXHIBIT A

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT PATROLS	\$ 5,054.00	\$ 1,263.50
DUI ENFORCEMENT	\$ 4,960.00	\$ 1,240.00
DISTRACTED DRIVING	\$ 2,494.00	\$ 623.50
PEDESTRIAN BICYCLE	\$ 0.00	\$ 0.00
JOIN THE NH CLIQUE	\$ 850.00	\$ 212.50
DRIVE SOBER OR GET PULLED OVER	\$ 1,700.00	\$ 425.00
U DRIVE, U TEXT, U PAY	\$ 850.00	\$ 212.50
E-CRASH EQUIPMENT (MDT)	\$ 0.00	\$ 0.00
E-CRASH EQUIPMENT (Printers/Scanners/Receivers)	\$ 0.00	\$ 0.00
Total Total amount Federal funds obligated to the subrecipient, (2.CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).	\$ 15,908.00	\$ 3,977.00

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Budget period (new) – 10/1/2021 to 9/30/2022
Is This a Research and Development Project: NO

EXHIBIT B

GRANT REQUIREMENTS AND INFORMATION

- Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

Reimbursement Schedule and Required Paperwork

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. **January 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** for July-September (Quarter 4)

- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Overtime Payroll Reimbursement Form (HS-20) for each project;
 3. Match Tracking Form (HS-22) for each project;
 4. Quarterly Summary Report (HS-100 QSR) for each project;
 5. Patrol Activity Reports (HS-200) for each project; and
 6. Updated Grant Application/Performance Tracking Tool (App/PTT)

- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
 2. Copy of the detailed equipment invoice;
 3. Match Tracking Form (HS-22);
 4. Copy of Cancelled Check; and
 5. Final Equipment Report (HS-8E)

- If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.

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

- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.

- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ **Date:** _____

Signors Printed Name: _____ **Signors Title:** _____

**Project Titles, PSP & Task, CFDA and FAIN
Numbers**

SPEED ENFORCEMENT PATROLS

PSP & Task 22-02-04 FAST Act 402
CFDA: 20.600
FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0

DUI ENFORCEMENT

PSP & Task 22-07-04 FAST Act 402
CFDA: 20.600
FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0

DISTRACTED DRIVING

PSP & Task 22-04-04 FAST Act 402
CFDA: 20.600
FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0

PEDESTRIAN BICYCLE

PSP & Task 22-06-04 FAST Act 405h
CFDA: 20.616
FAIN Number (Subaward): 69A3751830000405hNH0, 69A3752230000405hNH0

JOIN THE NH CLIQUE

PSP & Task 22-01-04 FAST Act 402
CFDA: 20.600
FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0

DRIVE SOBER OR GET PULLED OVER

PSP & Task 22-07-11 FAST Act 402
CFDA: 20.600
FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0

U DRIVE, U TEXT, U PAY

PSP & Task 22-04-11 FAST Act 402
CFDA: 20.600
FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0, 69A37522300004020NH0

E-CRASH EQUIPMENT (MDT)

PSP & Task 22-03-06 FAST Act 405c
CFDA: 20.616
FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0,
69A3752130000405cNH0, 69A3752230000405cNH0

E-CRASH EQUIPMENT (Printers/Scanners/Receivers)

PSP & Task 22-03-06 FAST Act 405c
CFDA: 20.616
FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0,
69A3752130000405cNH0, 69A3752230000405cNH0

Scope of Work

SPEED ENFORCEMENT

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Speed overtime enforcement patrols should support the problem statement identified in your grant application.
- Speed enforcement patrols should be no more than **4-hours** in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Scope of Work

Impaired Driving Enforcement (DUI)

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- DUI enforcement patrols, including DUI saturation patrols, can be a minimum of **4-hours** and a maximum of **6-hours** in duration.
- With **written**, pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour.
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Scope of Work

Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing New Hampshire’s Hands Free Electronic Device Law as well as other activities that occur behind the wheel that cause the driver to be distracted. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Grant Requirements and Information”.**

- The locations, as well as time and days, of the distracted driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- Distracted Driving enforcement patrols should be no more than **4-hours** in duration.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour, the officer must provide an explanation as to why they were not able to fulfill three documented stops per hour. **Note:** When conducting Distracted Driving enforcement patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of **one granted-funded officer per cruiser**; however, multiple cruisers may be out at one time. **Exception:** Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Scope of Work

High Visibility Mobilizations

Departments have an allowable budget to conduct overtime enforcement during each of the time periods listed below. Unspent funds from a campaign period cannot be rolled over into any other time period or enforcement activity.

Grant-funded overtime enforcement activity may occur any day and time but primary efforts should be directed at the specified campaign theme; departments are encouraged to use their own internal data to conduct enforcement activity in their community hotspots.

NOTE: Please e-mail your Field Representative, *in advance*, if a mobilization effort will not be conducted.

Join the NH Clique Enforcement Patrols- \$850 total: The purpose of this mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts. Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent. **Prior** to officers conducting "Join the NH Clique Patrols", they must complete a **one-time** Online training course; "Child Passenger", sponsored by Police Standards and Training. A certificate of completion, by the officer conducting the patrol, must be submitted with the grant reimbursement request. **Note: Officer's patrol time will not be paid for, if this online training was not completed prior to the patrol.**

- **Required Dates:**

- One 3-4 hour patrol conducted on kickoff day- **Saturday, May 23, 2022**
- The remaining patrol hours shall be conducted between **May 24, 2022 - June 5, 2022, 3rd Quarter**

Drive Sober or Get Pulled Over-\$850 each: The purpose of these **two** mobilizations will focus on the apprehension of the impaired driver.

- **\$850- Required Dates of the first mobilization:**

- One 3-4 hour patrol conducted on kickoff day **Friday, December 17, 2021**
- The remaining patrol hours shall be conducted between **Saturday, December 18, 2021 - Saturday, January 1, 2022- 1st Quarter**

- **\$850- Required Dates of the second mobilization:**

- One 3-4 hour patrol conducted on kickoff day **Friday, August 19, 2022**
- The remaining patrol hours shall be conducted between **Saturday, August 20, 2022 - Monday, September 5, 2022-4th Quarter**

U Drive, U Text, U Pay-\$850 total: The purpose of this mobilization is to enforce New Hampshire's Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- **Required Dates:**

- One 3-4 hour patrol conducted on kickoff day **Thursday, April 7, 2022**
- The remaining patrol hours shall be conducted between **Friday, April 8, 2022 – Monday April 11, 2022- 3rd Quarter**

Grantee Initials: _____

Grantee Initials: _____

Grantee Initials: _____

Date: _____

Date: _____

Date: _____