



# Board of Selectmen Meeting

## Monday, June 26, 2023 – 5:30 PM

### Raymond High School Media Center

### 45 Harriman Hill Rd

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.

### AGENDA

1. Meeting Called to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Non-public Session: RSA 91-A:3 II (a), (e)
5. Open Items (Old Business/Tabled Items)
  - a. [Appointment of Library Trustee](#) – Kirsten Rundquist Corbett, Library Director
  - b. [RCTV Lease](#) – (previously approved, requires signatures)
  - c. 2023 MS-232 [Report of Appropriations Form](#) - NH Dept. of Revenue (requires signatures)
  - d. Unlicensed Dogs – [Civil Forfeitures](#) (requires signatures)
  - e. [Capital Reserve Fund Request](#): General Government Buildings Approval, Veterans Memorial Bandstand, request withdrawal of \$10,000 - work is completed.
  - f. [Capital Reserve Fund Request](#): Town Technology Fund, \$50,000 for Police Department Server Replacements, Town Server to Cloud Migration, Year 2 of 3 computer replacement plan and associated costs.
  - g. Certificate of Vote of Authorization: [2023-2025 Strategic Planning Grant](#) for Identification of Source and Demand Analysis, Water Quality Evaluation, Alternative Analysis, Cost and Funding, Draft and Final Technical Memorandums, \$50,000
  - h. Certificate of Vote of Authorization: [ARPA/Clean Water State Revolving Fund Asset Management Grant for MS4](#) - Stormwater Asset Management, \$30,000
  - i. Approve [letter to NH-DES stating that the Town is foregoing to Grant/Loan Package](#) that NHDES was going to award the town, which included \$875,000 coupled with a low interest loan (3.17% at the time) in the amount of \$2.625 Million.
6. New Business
  - a. Taft Way
    - i. Dan Perry Builders & Paul Morgado, owner – [Driveway Permit request](#) (action requested)
  - b. BID/RFP Openings
    - i. Water Treatment Plant Roof Replacement
    - ii. Lagoon Sludge Disposal Pricing, and
    - iii. Household Hazardous Waste Day Collection
7. Consent Agenda
  - a. Permit to Conduct Raffles
    - i. American Legion Auxiliary Unit 90 – July 27, 2023, \$5 for 6 tickets, \$250 in lottery tickets and a \$50 gift card.
    - ii. Raymond Republican Town Committee – July 9, 2023, \$5 for 1 ticket, or 3 tickets for \$10, or 5 tickets for \$20. Prizes not delineated on application.
    - iii. Raymond Historical Society – July 9, 2023, 50 cents per ticket, tickets for \$5 not delineated on application.

**b. Acceptance of Donations for 4<sup>th</sup> of July**

- i. Jack Barnes: \$500
- ii. Severino Construction: \$250
- iii. Palmer Gas: \$250 donation
- iv. Skovron: \$250 donation
- v. Raymond Chiropractic: \$50
- vi. SS Gallos (Supreme Pizza): \$250
- vii. Universal Electric: \$250
- viii. Crescent Group LLC (McDonald's): \$50
- ix. PJM Real Estate LLC: \$50
- x. NH Electric Co-op: \$500
- xi. Access Sports Medicine: \$250
- xii. Ace Hardware/Ben Franklin: \$100
- xiii. Raymond Septic: \$250
- xiv. Littlewoods: \$250

**8. Public Comment**

**9. Adjournment**

**Prepared by TM E. Cartier Creveling and Posted: June 23, 2023** at the Old Fire Station, Town Office; Town's website 24 hours in advance of meeting. **Note:** Select Board Meetings are broadcast live on Channel 22. If you need audio or visual assistance, please contact the Select Board's office prior to the meeting at 603.895.7007 or by e-mailing [townmanager@raymondnh.gov](mailto:townmanager@raymondnh.gov) 895-7007

## **Appointment of Library Trustee**

(These are the names I have of people who have expressed an interest in serving on the Library Trustees)

**Candidates:** Stephan Gafford

Bob Gagne

Cindy Bennett

Dana Zulager

*Please note that the e-mails that are included in this packet were sent to the Select Board members from constituents through their individual Town e-mail addresses, to which staff has NO ACCESS. Furthermore, unless staff are copied on any e-mails going to Board members, only the Board members will see them. The attached e-mails were provided to this office by Select Board Member Bridgeo. It appears that the Select Board may have thought that I or other staff had knowledge of these e-mails that were going to individual Board members, and that we were deliberately not providing them to be read aloud. That was and is not the case. Individual Select Board members are responsible for managing their own communications with their constituents.*



Main Desk:	603-895-7057	6 Epping Street	Monday:	12-8
Children's Room:	603-895-7058	P.O. Box 909	Tuesday:	10-8
Fax:	603-895-7059	Raymond, NH	Wednesday:	10-5
<a href="https://www.raymondnh.gov/dudley-tucker-library">https://www.raymondnh.gov/dudley-tucker-library</a>			Thursday:	12-8
			Friday:	10-5
			* During school year only: Saturday:	10-1

April 18, 2023

Board of Selectmen,  
Town of Raymond  
4 Epping Street  
Raymond, NH 03077

**SLATE OF CANDIDATES – Dudley-Tucker Library Board of Trustees Vacancy**

Dear Select Board:

It has come to our attention that there is a vacancy in the Board of Trustees, as of yesterday morning, when Virginia Fernald resigned her position.

RSA 202-A:6 states that a town having a public library shall, at a duly warned town meeting, elect a board of library trustees consisting of any odd number of persons. Such trustees shall serve staggered three-year terms or until their successors are elected and qualified. Vacancies on the board are filled by appointment by the town's governing body until the next election (RSA 202-A:10). The board may and should recommend no more than three candidates to fill the vacancy. Once appointed, the new trustee may also run for the position in the next election.

Any change that alters the size of the board must be voted on by the town. (RSA 669:16 and RSA 669:75) (NHLTA Trustee Manual July 2021)

To this end, we present our recommended slate of candidates to you, the Town of Raymond's Governing Body:

Stephan Gafford  
Robert Gagnon

Sincerely,

Valerie Moore  
Trustee, Dudley-Tucker Library

Jill Galus  
Trustee, Dudley-Tucker Library

## Karrie-Ann Vicente

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**From:** Alissa Welch  
**Sent:** Friday, June 16, 2023 10:01 AM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: Appointment of Library Trustee

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**From:** L B <LMB.888@hotmail.com>  
**Sent:** Thursday, June 15, 2023 2:11:36 PM  
**To:** Alissa Welch <awelch@raymondnh.gov>  
**Subject:** Appointment of Library Trustee

To the Raymond, NH Board of Selectman,

I am writing to encourage the Board of Selectmen (BOS) to appoint a Library Trustee who will uphold the Mission & Priorities of the American Library Association (ALA). In our most recent election, the majority of the Town of Raymond voted to remain associated with the ALA. Therefore the BOS has an obligation to the Town to appoint a Trustee who will follow the values and standards set forth by the ALA.

There are candidates being considered who do not agree with the ALA. These people are the vocal minority, as evident by the vote to remain associated with the ALA. We all know the expression "the squeaky wheel gets the grease". When it comes to the needs and wants of the Town, this should not be the case. Just because a person gets their friends & family to write in for them does not mean they are in the majority. The BOS should consider that, unlike in a general election, many people in the Town may not even realize that the position on the Library Board of Trustees is even open, and they may not know that there is an opportunity to speak for / against certain candidates.

When considering candidates for Library Trustee, I would encourage the BOS to appoint someone who will support the ALA, as the majority of the citizens in Town voted.

Respectfully,  
Lisa Bonnett

## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:56 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: Please read during public comment 4/25/23

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

From: Cindy Bennett <normandcindy13@gmail.com>  
To: Alissa Welch <awelch@raymondnh.gov>, CMaldonado@raymondnh.gov,  
dcampbell@raymondnh.gov, gplante@raymondnh.gov, pbridgeo@raymondnh.gov  
Date: 04/25/2023 6:05 PM EDT  
Subject: Please read during public comment 4/25/23

Please read aloud

Dear selectmen,

This letter is written in order to share my support to maintain the citizen vote on article 10. I fully support Kevin Pratt as the spokes person to speak about the water situation in Raymond. I appreciate the efforts made

By the new water committee that has formed to research and help to find solutions for the water issues . I believe this new committee has the best interest for the citizens of our town. Please listen to them and support our desire to bring water to each person as needed and to keep it clean. If we can't provide water to the current residents how can we bring in new housing for even more residents ? Work with us , your names will be the ones remembered for the better or worse going forward in this town.

Sincerely,

Cindy Bennett , citizen of Raymond

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Cindy Bennett

Call or text 603-493-8265  
youtube@cindybennett13  
youtube@Thiswaynetwork  
[normandcindy13@gmail.com](mailto:normandcindy13@gmail.com)

## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:49 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: New library trustee  
**Attachments:** New\_library\_trustee.eml; Library\_Trustee\_Appointment.eml; New\_Library\_Trustee.eml; Library\_Trustee\_position.eml; Library\_Trustee.eml; Cindy\_Bennett\_Library\_Trustee.eml; Library\_Trustee.eml; Library\_Trustee.eml

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

From: Alissa Welch <[awelch@raymondnh.gov](mailto:awelch@raymondnh.gov)>

To: Cindy Bennett <[normandcindy13@gmail.com](mailto:normandcindy13@gmail.com)>, Carlos Maldonado <[cmaldonado@raymondnh.gov](mailto:cmaldonado@raymondnh.gov)>, Patricia Bridgeo <[pbridgeo@raymondnh.gov](mailto:pbridgeo@raymondnh.gov)>, Dennis Campbell <[dcampbell@raymondnh.gov](mailto:dcampbell@raymondnh.gov)>, George Plante <[gplante@raymondnh.gov](mailto:gplante@raymondnh.gov)>

Date: 04/21/2023 6:58 PM EDT

Subject: RE: Library Trustee appointment

Hi Cindy,

Thank you for your email and interest in serving as a Library Trustee. The process as far as I am aware is that the Library Trustees themselves send the BoS a list of candidates to consider and make an appointment to the position. I would reach out to them directly and ask what the next steps would be to for you to take.

This is the Trustees email: [dtltrustees@raymondnh.gov](mailto:dtltrustees@raymondnh.gov)

Have a great weekend.

Thank you,

Alissa

Alissa L. Del Tufo Welch, Chairwoman

Raymond Board of Selectmen

[awelch@raymondnh.gov](mailto:awelch@raymondnh.gov)

603.895.7007

**From:** Cindy Bennett <[normandcindy13@gmail.com](mailto:normandcindy13@gmail.com)>

**Sent:** Friday, April 21, 2023 6:16 PM

**To:** Alissa Welch <[awelch@raymondnh.gov](mailto:awelch@raymondnh.gov)>; Carlos Maldonado <[cmaldonado@raymondnh.gov](mailto:cmaldonado@raymondnh.gov)>; Patricia Bridgeo <[pbridgeo@raymondnh.gov](mailto:pbridgeo@raymondnh.gov)>; Dennis Campbell <[dcampbell@raymondnh.gov](mailto:dcampbell@raymondnh.gov)>; George Plante <[gplante@raymondnh.gov](mailto:gplante@raymondnh.gov)>

**Subject:** Library Trustee appointment



## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:52 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: Library Trustee appointment

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

From: Cindy Bennett <normandcindy13@gmail.com>  
To: awelch@raymondnh.gov, CMaldonado@raymondnh.gov, pbridgeo@raymondnh.gov,  
dcampbell@raymondnh.gov, gplante@raymondnh.gov  
Date: 04/21/2023 6:15 PM EDT  
Subject: Library Trustee appointment

Hello, this letter is coming to you to ask to be considered for the vacant library trustee position. I know that Virginia had to step down due to health issues. I would like to be considered in her place. The people of Raymond voted for Virginia and I feel that I have the same goals that Virginia was hoping to bring to the table at The Dudley Tucker Library. I have been going to trustee meetings for the last several months to present dialogue about how we can use the library resources for the best in our town. Please consider a vote for me as a representative of the people in Raymond as was demonstrated by the voters by voting for Virginia.

Please let me know what the procedure is to bring my request to the board in person. I have not seen a public announcement for this position to be filled but I am acting on the knowledge that I know Virginia stepped down and I have been told that the selectmen will be appointing a trustee for the position.

Some of my desires for our library are to see more phonics readers added in the children's section of the library to help with the early readers. I had requested the children's section to order World Book Encyclopedias and they just got a new set, I would love to see some classes on how to use these to look up information, write reports and just for fun...yes they can be fun! Also, I would love to see us work together to bring more people into the library to encourage reading, and making learning fun. I would love to see the schools work with the library to provide unified content so that the library can be used as an extension of the schools to help with reading and participation in learning skills. I have been in touch with the children's librarian and I have talked with her about ways to implement these ideas. Please consider me for this position. I look at this as a great way to help the community.

Thank you for your consideration.

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Cindy Bennett

## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:52 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: RE: Library Trustee appointment

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

**From:** Alissa Welch <awelch@raymondnh.gov>  
**To:** Cindy Bennett <normandcindy13@gmail.com>, Carlos Maldonado <cmaldonado@raymondnh.gov>, Patricia Bridgeo <pbridgeo@raymondnh.gov>, Dennis Campbell <dcampbell@raymondnh.gov>, George Plante <gplante@raymondnh.gov>  
**Date:** 04/21/2023 6:58 PM EDT  
**Subject:** RE: Library Trustee appointment

Hi Cindy,

Thank you for your email and interest in serving as a Library Trustee. The process as far as I am aware is that the Library Trustees themselves send the BoS a list of candidates to consider and make an appointment to the position. I would reach out to them directly and ask what the next steps would be to for you to take.

This is the Trustees email: dtltrustees@raymondnh.gov

Have a great weekend.

Thank you,

Alissa

Alissa L. Dei Tufo Welch, Chairwoman

Raymond Board of Selectmen

awelch@raymondnh.gov

603.895.7007

**From:** Cindy Bennett <normandcindy13@gmail.com>  
**Sent:** Friday, April 21, 2023 6:16 PM

## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:51 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: LIBRARY TRUSTEE  
**Attachments:** LIBRARY\_TRUSTEE.eml; LIBRARY\_TRUSTEE.eml; Library\_trustee.eml; Library\_Trustee.eml; Cindy\_Bennett\_for\_library\_trustee.eml; Library\_Trustee\_Vacancy.eml; Library\_Trustee\_Open\_position.eml; position\_of\_Library\_Trustee.eml; Library\_Trustees.eml; Appointed\_Library\_Trustee.eml; Vacant\_Library\_Trustee\_position.eml; Library\_Trustee\_recommendation.eml; Library\_trustee.eml; Library\_Trustee\_Position.eml

## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:55 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: Letter to be read 5/15/23

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

From: Cindy Bennett <normandcindy13@gmail.com>  
To: Alissa Welch <awelch@raymondnh.gov>, CMaldonado@raymondnh.gov,  
dcampbell@raymondnh.gov, gplante@raymondnh.gov, pbridgeo@raymondnh.gov  
Date: 05/12/2023 1:00 PM EDT  
Subject: Letter to be read 5/15/23

Please read outloud into the record on 5/15/23

Dear Selectmen,

I wanted to respond to you about the comments by Gretchen Gott on the last meeting 5/ 10/23. She mentioned that she preferred that we should choose from the first nominees presented to you by the director because they had filled out the application. I want to let you know that there was no application. After the meeting I talked to Kirsten the director personally and she confirmed that there was no application. There was no public announcement of the open position either. When I wrote my original letter it was to make sure that it was known that I wanted to be considered for the open position. I wasn't following anything, just did what I thought should be done. Gretchen also mentioned that the other two candidates are more "neutral". That is her opinion. I don't know how that comment has any relevance to the trustee position. The trustee is a representative of the taxpayers whose money is being used to operate the public entity. The library provides books and resources for the whole community. I intend to help to make that happen.

I hope that you will allow my name as a nominee, I also hope to get your vote when the time comes. I have proven that I have some helpful ideas for the library. My concern is that we concentrate on providing books for children that they can't wait to come to read. I would like to revive the library and use it as a tool to increase the overall excitement for reading and learning in our town. With the actions within the last few months we have seen more interest in how the funds are spent at DTL. We have seen some great books requested and increased attendance for the adult classes being offered. We need to continue to look for ways to encourage knowledge and love for learning in our community and the library is a great place to make that happen. Making positive steps and using our resources for maximum benefit should satisfy everyone.

One more thing: I know that last week there were at least 2 citizens who wrote letters and asked for them to be read outloud but that was not done, also, I do not see them in the minutes online from the meeting either. I would like their requests to be honored. Thanks so much.

Thank you for your time,

Sincerely, Cindy Bennett

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## Karrie-Ann Vicente

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**From:** TRICIA BRIDGEO <silhouettefarm@comcast.net>  
**Sent:** Wednesday, June 14, 2023 12:54 PM  
**To:** Karrie-Ann Vicente  
**Subject:** Fwd: Re: Letter to be read 5/15/23

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

From: Cindy Bennett <normandcindy13@gmail.com>  
To: Alissa Welch <awelch@raymondnh.gov>, CMaldonado@raymondnh.gov,  
dcampbell@raymondnh.gov, gplante@raymondnh.gov, pbridgeo@raymondnh.gov  
Date: 05/12/2023 1:08 PM EDT  
Subject: Re: Letter to be read 5/15/23

Correction :

Sorry the date of the last meeting was 5/8/23 not 5/10

On Fri, May 12, 2023 at 1:00 PM Cindy Bennett <[normandcindy13@gmail.com](mailto:normandcindy13@gmail.com)> wrote:

Please read outloud into the record on 5/15/23

Dear Selectmen,

I wanted to respond to you about the comments by Gretchen Gott on the last meeting 5/ 10/23. She mentioned that she preferred that we should choose from the first nominees presented to you by the director because they had filled out the application. I want to let you know that there was no application. After the meeting I talked to Kirsten the director personally and she confirmed that there was no application. There was no public announcement of the open position either. When I wrote my original letter it was to make sure that it was known that I wanted to be considered for the open position. I wasn't following anything, just did what I thought should be done. Gretchen also mentioned that the other two candidates are more "neutral". That is her opinion. I don't know how that comment has any relevance to the trustee position. The trustee is a representative of the taxpayers whose money is being used to operate the public entity. The library provides books and resources for the whole community. I intend to help to make that happen.

I hope that you will allow my name as a nominee, I also hope to get your vote when the time comes. I have proven that I have some helpful ideas for the library. My concern is that we concentrate on providing books for children that they can't wait to come to read. I would like to revive the library and use it as a tool to increase the overall excitement for reading and learning in our town. With the actions within the last few months we have seen more interest in how the funds are spent at DTL. We have seen some great books requested and increased attendance for the adult classes being offered. We need to continue to look for ways to encourage knowledge and love for learning in our community

## Karrie-Ann Vicente

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**From:** Donna Mitchell <damitchell2012@gmail.com>  
**Sent:** Sunday, June 4, 2023 7:45 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** LIBRARY TRUSTEE

Good Evening,

As a Raymond, N.H. citizen, I am requesting that you please choose Cindy Bennett for library trustee.

Sincerely,  
Donna A. Turcotte Mitchell

Board of Selectmen  
Town of Raymond, NH

May 8, 2023

Dear Madam Chair,

Please read at Board of Selectman meeting tonight. I'm writing to the Board of Selectmen regarding the vacant Library Trustee position. I would like to recommend Cindy Bennett for consideration. She has numerous years of teaching experience both in conventional and homeschool settings. Having utilized the Dudley Tucker Library as a resource for knowledge, enrichment, pleasure and socialization for many years she knows extensively the importance a local library brings to the community. I feel Cindy Bennett would be the best person to help keep the Dudley Tucker Library the pride of Raymond.

Thank you!

A handwritten signature in black ink that reads "Tracey Stickney". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Tracey Stickney

## Karrie-Ann Vicente

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**From:** Donna Mitchell <damitchell2012@gmail.com>  
**Sent:** Sunday, June 4, 2023 7:45 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** LIBRARY TRUSTEE

Good Evening,

As a Raymond, N.H. citizen, I am requesting that you please choose Cindy Bennett for library trustee.

Sincerely,  
Donna A. Turcotte Mitchell



## Karrie-Ann Vicente

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**From:** Bob Gagnon <bobg.susanh@gmail.com>  
**Sent:** Tuesday, May 9, 2023 3:49 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo; Ernest M. Cartier Creveling  
**Cc:** Kirsten Corbett  
**Subject:** Library Trustee Open position

Dear Members of the Raymond Select Board,

I wish to restate my interest in the Library Trustee position for the remaining Election cycle. I was pleased to have the opportunity to present myself at the Board of Selectmen's meeting on May 1th (29.15).. Although I attended the last BOS meeting, I mistakenly did not request a Public Input slot to offer additional information about myself.

I do not hold a position on any board nor do I have a social media presence which might conflict with the responsibilities of a Library Trustee. I have volunteered my time and energy for the Town since I became a resident 35 years ago. I have been involved in Raymond Arts (raising money for our yearly RHS scholarships), Earth day events and cleanups, Town Fair, Raymond's 250th celebration, Raymond Voter Information Project, and the Fourth of July parade.

I was honored to be nominated for the Library Trustee position and I have spent my time reviewing their policies and forms. I have attended Library Trustee meetings (once I was the sole resident in attendance) and reviewed the minutes of prior meetings.. I attended recent meetings of the Library Trustees in which residents voiced their complaints regarding questionable material. I chose to listen to each opinion without making a comment. I believe every resident has the right to voice their opinion and I enjoy listening to comments that might match mine or be different from my own.

If I am selected for the Trustee position, I would focus on expanding the reading/storytelling time provided for the children. I've enjoyed my time as a Paraprofessional in Raymond schools, particularly when I was able to read to the Pre-K children who called me "Mr. Bob". I firmly believe that developing a strong reading skill is the best ability for a child to navigate their life.

If there is further information you want in order to choose the Library Trustee, please contact me at the above email address.

Bob Gagnon

## Karrie-Ann Vicente

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**From:** mjd <maya7@comcast.net>  
**Sent:** Monday, May 8, 2023 10:12 AM  
**To:** Patricia Bridgeo; George Plante; Dennis Campbell  
**Subject:** Library trustee

Please consider Cindy Bennett for library trustee.  
Thank you,  
Martin Devine

Sent from [Mail](#) for Windows

## Karrie-Ann Vicente

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**From:** Sharon M <sharonlmitch@gmail.com>  
**Sent:** Sunday, June 4, 2023 7:42 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** LIBRARY TRUSTEE

Dear Folks,

Please choose Cindy Bennett for Library Trustee.

Thank you and much appreciated.

Sharon Mitchell  
Raymond NH

## Karrie-Ann Vicente

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**From:** ROBIN BOISVERT <bertbovrt@comcast.net>  
**Sent:** Monday, May 8, 2023 7:47 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** position of Library Trustee

Dear Selectmen,

I cannot attend the BOS in person, kindly read this email into the public record.

It's very sad our chosen appointee for the library trustee became ill and can not fill her position, we all wish her the best on her recovery.

I'm writing to you to ask if you could please consider Cyndy Holdsworth Bennet for the Library Trustee's open position. I think she would be a perfect replacement for Virginia.

We are registered voters of the Town of Raymond.

Thank you,  
Bert & Robin Boisvert

## Karrie-Ann Vicente

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**From:** Barbara <blmaclaren45@gmail.com>  
**Sent:** Sunday, May 7, 2023 6:59 PM  
**To:** Alissa Welch  
**Cc:** George Plante; Carlos Maldonado; Patricia Bridgeo; Dennis Campbell  
**Subject:** Library Trustee Position

My husband and I were at your last meeting where two candidates for the vacant Library Trustees position spoke on their interest to fill the vacancy. A third candidate, Cindy Bennett, also spoke of her desire to fill the vacancy. I am writing to say that I highly recommend Cindy Bennett for that position as Library Trustee.

As an educator and mother who raised 13 children, Cindy understands the importance of reading and will work to bring more people to the library.

I have experienced firsthand Cindy's service to many groups and projects. She volunteers her time and uses it to the fullest, where others slack off. Cindy can always be accountable and give more than 100 percent.

I hope you will consider Cindy for the open position of Library Trustee.  
Thank you, Barbara MacLaren, Main St. Raymond, NH 03077

## Karrie-Ann Vicente

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**From:** joe lessard <joelessard@live.com>  
**Sent:** Sunday, June 4, 2023 2:12 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** Library trustee

As a registered voter here in Raymond I would like to ask to have Cindy Bennett for Library Trustee. The people elected Ginny Fernald and since she was unable to serve, we request a person with similar views to get the position. Thank you Joe Lessard . 603-895-4539 if you need to call and verify my input.

## Karrie-Ann Vicente

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**From:** Kera Goldsmith <Kera.Goldsmith@gmail.com>  
**Sent:** Monday, May 8, 2023 3:56 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** Library Trustees

Good Afternoon,

In advance of this evening's meeting I am writing to encourage the board to reconsider putting forth all applicants who have expressed an interest in the vacant position of our Library Trustees and not just a select few.

To be fair, an announcement should have been made by the board indicating the vacancy and a timeline for interested parties to apply by. I do not believe this occurred.

The willingness of any resident to commit themselves to a voluntary position on any of our boards or committees should be valued and recognized so as not to discourage members of our community from participating in the future.

Thank you for your consideration,  
Kera Clements

--

THIS EMAIL TRANSMISSION, AND ANY AND ALL ATTACHMENTS AND FORWARDS, IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE VIEWING OF THE INDIVIDUAL TO WHICH IT IS ADDRESSED. THIS E-MAIL AND ITS CONTENTS MAY NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT THE PERMISSION OF THE SENDER. THIS E-MAIL MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT/EMPLOYEE/AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY ME IMMEDIATELY BY TELEPHONE.

## Karrie-Ann Vicente

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**From:** Hannah Laughner <laughnerhannah@gmail.com>  
**Sent:** Sunday, June 4, 2023 2:00 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** Library Trustee

Dear Board of Selectmen,  
Please choose Cindy Bennett for library trustee. She has shown her dedication by attending many library trustee meetings and will be a voice for the people.  
Thank you.  
Sincerely,  
Hannah Laughner



## Karrie-Ann Vicente

---

**From:** Roger McGhee <rmcghee@gmail.com>  
**Sent:** Monday, May 8, 2023 2:45 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** Appointed Library Trustee

Honorable Selectmen,

I'm writing to you to ask that you seriously consider Cyndy Holdsworth Bennet for the position of Library Trustee.

It has been my experience that she genuinely has the best interests of Raymond and its citizens at heart, and I believe should be an ideal fit for this position.

I'm a registered voter, my property is located at 18 Pamela Ln, Raymond, NH 03077.

Thank you for your consideration in this matter.

Warmest regards,

--

Owen McGhee

603-395-1908

[View My Professional Linked in Profile](#)

## Karrie-Ann Vicente

---

**From:** Jessica Neskey <jmneskey@gmail.com>  
**Sent:** Sunday, June 4, 2023 1:40 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** Cindy Bennett for library trustee

Please choose Cindy Bennett for Library Trustee

Jessica Neskey  
9a Pinewood Cove Raymond NH

## Karrie-Ann Vicente

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**From:** Jerrilee Maille <jmhomeschool@comcast.net>  
**Sent:** Monday, May 8, 2023 12:14 PM  
**To:** Alissa Welch; Patricia Bridgeo; Carlos Maldonado; George Plante; Dennis Campbell  
**Subject:** Vacant Library Trustee position

I respectfully request that you consider Cindy Bennett for the vacant Library Trustee position. I believe her values to be similar to those of Virginia Fernald, who was elected by the majority of citizens in the last election. Cindy Bennett submitted her name to the Library Trustees, but was not included in their list. I believe it is appropriate to consider the requests of citizens and not just those of library employees or trustees in this situation. Thank you for your consideration.  
Respectfully, Jerrilee Maille

Sent from my iPad

## Karrie-Ann Vicente

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**From:** Jeff Roy <jeffreyjroy@yahoo.com>  
**Sent:** Monday, May 29, 2023 2:43 PM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo  
**Subject:** Library Trustee Vacancy

Raymond Board of Selectmen,

I am writing today to ask that Cindy Bennett be selected as the next Dudley-Tucker Library Trustee. In March, the citizens chose a more conservative candidate in Virginia Fernald to bring balance to the Dudley-Tucker Libraries board of trustees. The citizens spoke with their ballots. Due to unforeseen circumstances Virginia had to step down. The process involved in choosing the next trustee does not seem as democratic as a vote at the ballot box. I fear this will negate the choice voters made in March.

Every voice in our community deserves to be heard, whether in support of an issue or one of dissent. Cindy will not only bring balance to the library, but she will also bring a wealth of knowledge and creativity that will prove beneficial to everyone in our community. Cindy has proven herself as a wonderful asset to our town. She serves as a school board member, volunteers regularly, attends town meetings and is a regular speaker at those meetings. She is engaged wholeheartedly in our community.

Please consider all these factors when making your decision. The decision lies with the board but our vote in March stood for something. The people deserve to have a trustee that will work to represent every citizen's interest and in particular our children's.

Sincerely,

Jeffrey Roy  
12 Ida Ln.  
Raymond, NH 03077  
603-505-5199

## Karrie-Ann Vicente

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**From:** Bob Gagnon <bobg.susanh@gmail.com>  
**Sent:** Friday, June 16, 2023 8:50 AM  
**To:** Alissa Welch; Carlos Maldonado; Dennis Campbell; George Plante; Patricia Bridgeo; Ernest M. Cartier Creveling; Kimberly Galipeau  
**Subject:** Re: Library Trustee Open position

Dear Members of the Raymond Select Board,

I look forward to tonight's meeting and answering any questions that may be presented to me from the Board.

I hope to be considered for the Library Trustee position (until the next Election cycle) and would serve the Town, her People and the Library to the best of my ability. I choose to be non-political but I do enjoy solving problems. I believe the library should serve all people.

Bob Gagnon

On Tue, May 9, 2023 at 3:48 PM Bob Gagnon <[bobg.susanh@gmail.com](mailto:bobg.susanh@gmail.com)> wrote:

I wish to restate my interest in the Library Trustee position for the remaining Election cycle. I was pleased to have the opportunity to present myself at the Board of Selectmen's meeting on May 1th (29.15).. Although I attended the last BOS meeting, I mistakenly did not request a Public Input slot to offer additional information about myself.

I do not hold a position on any board nor do I have a social media presence which might conflict with the responsibilities of a Library Trustee. I have volunteered my time and energy for the Town since I became a resident 35 years ago. I have been involved in Raymond Arts (raising money for our yearly RHS scholarships), Earth day events and cleanups, Town Fair, Raymond's 250th celebration, Raymond Voter Information Project, and the Fourth of July parade.

I was honored to be nominated for the Library Trustee position and I have spent my time reviewing their policies and forms. I have attended Library Trustee meetings (once I was the sole resident in attendance) and reviewed the minutes of prior meetings.. I attended recent meetings of the Library Trustees in which residents voiced their complaints regarding questionable material. I chose to listen to each opinion without making a comment. I believe every resident has the right to voice their opinion and I enjoy listening to comments that might match mine or be different from my own.

If I am selected for the Trustee position, I would focus on expanding the reading/storytelling time provided for the children. I've enjoyed my time as a Paraprofessional in Raymond schools, particularly when I was able to read to the Pre-K children who called me "Mr. Bob". I firmly believe that developing a strong reading skill is the best ability for a child to navigate their life.

If there is further information you want in order to choose the Library Trustee, please contact me at the above email address.

Bob Gagnon

## **RCTV/SAU Agreement**

LEASE BETWEEN THE TOWN OF RAYMOND  
AND  
RAYMOND SCHOOL DISTRICT  
FOR LEASE OF RCTV SPACES AT RAYMOND HIGH SCHOOL

This Lease made and executed on December 20, 2022 between the Raymond School District, a corporation, organized pursuant to RSA 189: et. seq., and existing under the laws of the State of New Hampshire having its principal office at 43 Harriman Hill Rd., Town of Raymond, County of Rockingham, State of New Hampshire, referred to as "LESSOR" and Town of Raymond, a municipal corporation duly organized under the laws of New Hampshire, having its principal office at 4 Epping St., Town of Raymond, County of Rockingham, State of New Hampshire, referred to as "LESSEE".

WHEREAS, pursuant to RSA 53-C, the Raymond Board of Selectmen is the Franchising Authority of the Town of Raymond;

WHEREAS, pursuant to RSA 189, et seq., and RSA 194, et. Seq., the Raymond School Board has oversight responsibility for the property known as the Raymond High School; and

WHEREAS, pursuant to RSA 194:2, the Raymond School District is authorized to enter into leases relating to the use of Raymond High School.

NOW, THEREFORE, the Raymond School District and the Town of Raymond Board of Selectmen (referred to collectively as "the parties") agree as follows:

1. Definitions:

RCTV: The acronym for Raymond Community Television; the Public Education, and Government access town department overseen by the Cable Committee.

PEG: The acronym for "public, educational and government," used in conjunction with Access Channels, programming, support and facilities.

Production Control Room: A room that contains equipment that will allow signals to be received from remote locations and that will allow broadcast of signals over the cable system. This room will also contain equipment necessary to control equipment in the studio. In addition, this room will be used to store equipment such as cameras, editing equipment and the like.

Office: The space within the Production Control Room used for administrative and operational functions.

Meeting Control Annex: A space within a room that contains equipment necessary to broadcast from a designated meeting room.

Edit space: Space within the Media Directors office used to edit PEG programs

6. Security Measures:

LESSOR will work cooperatively with LESSEE to design and develop appropriate security measures for the RCTV Spaces.

A. Rights of access to RCTV Spaces shall be available only to persons authorized by the Town of Raymond Board of Selectmen or their agents, as designated in writing. All individuals authorized by the Town of Raymond with a right of access to RCTV spaces that are on the Lessor's premises shall have a current criminal history records check completed by the Lessor in compliance with RSA 189:13-a and District Policy GBCD and GBCD-R paid for by the Town, prior to access to the district's premises.

B. Such authorized persons shall have 24 hour by 7 day access to the Production Control Room and Studio.

C. RCTV Spaces shall be available to such authorized persons during non-school hours or during school hours if the room is not being used by the LESSOR. The Raymond School Board or their agents, designated in writing, shall have the first choice in scheduling studio time during school hours. Scheduling shall be jointly determined by the LESSEE and LESSOR.

D. LESSEE shall control and maintain a list of authorized RCTV personnel including phone numbers. This list shall be made available to LESSOR and a new revised copy delivered to LESSOR whenever a change takes place.

E. LESSEE shall maintain a list of persons authorized to use the studio during non-school hours including phone numbers. This list shall be made available to LESSOR and a new revised copy delivered to LESSOR whenever a change takes place. Provided, however, the Lessor reserves the right to object to and to remove any person on the list of persons authorized RCTV personnel.

F. LESSEE shall control, and maintain a list of all PEG equipment, its condition, status and location and will update the list whenever a change takes place.

7. Access to Facilities:

LESSOR's staff & faculty members certified by the RCTV Cable Coordinator as trained in the use of PEG equipment shall have access to the RCTV Spaces to provide instruction to high school students regarding the RCTV equipment, editing, and facilities during school hours. LESSOR's staff & faculty members may take a training course provided by RCTV in the use of the PEG channel equipment. Student access to the facilities shall be under the supervision of staff trained in the use of RCTV equipment. LESSOR's staff member shall be present at all times with students in the Production Control Room and in the Studio whenever RCTV equipment is present in that room.



IN WITNESS WHEREOF, each party to this agreement has caused to be executed at on the date indicated below.

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

TOWN OF RAYMOND  
BOARD OF SELECTMEN

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

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

RAYMOND SCHOOL BOARD

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

**DRA MS-232 Form**

**Report of Appropriations Actually Voted**



**Report of Appropriations Actually Voted**

**Debt Service**

4711	Long Term Bonds and Notes - Principal		\$0
4721	Long Term Bonds and Notes - Interest		\$0
4723	Tax Anticipation Notes - Interest		\$0
4790-4799	Other Debt Service		\$0
	<b>Debt Service Subtotal</b>		<b>\$0</b>

**Capital Outlay**

4901	Land		\$0
4902	Machinery, Vehicles, and Equipment		\$0
4903	Buildings		\$0
4909	Improvements Other than Buildings	23,36	\$482,455
	<b>Capital Outlay Subtotal</b>		<b>\$482,455</b>

**Operating Transfers Out**

4912	To Special Revenue Fund		\$0
4913	To Capital Projects Fund		\$0
4914A	To Proprietary Fund - Airport		\$0
4914E	To Proprietary Fund - Electric		\$0
4914O	To Proprietary Fund - Other		\$0
4914S	To Proprietary Fund - Sewer		\$0
4914W	To Proprietary Fund - Water	11	\$877,953
4915	To Capital Reserve Fund	16,17,18,19,20,25,26	\$1,246,842
4916	To Expendable Trusts/Fiduciary Funds	27	\$4,000
4917	To Health Maintenance Trust Funds		\$0
4918	To Non-Expendable Trust Funds		\$0
4919	To Fiduciary Funds		\$0
	<b>Operating Transfers Out Subtotal</b>		<b>\$2,128,795</b>

**Total Voted Appropriations** **\$12,242,677**



**Report of Appropriations Actually Voted**

**Water Distribution and Treatment**

4331	Administration		\$0
4332	Water Services		\$0
4335-4339	Water Treatment, Conservation and Other	11	\$168,464
<b>Water Distribution and Treatment Subtotal</b>			<b>\$168,464</b>

**Electric**

4351-4352	Administration and Generation		\$0
4353	Purchase Costs		\$0
4354	Electric Equipment Maintenance		\$0
4359	Other Electric Costs		\$0
<b>Electric Subtotal</b>			<b>\$0</b>

**Health**

4411	Administration		\$0
4414	Pest Control	21	\$1
4415-4419	Health Agencies, Hospitals, and Other	24	\$5,000
<b>Health Subtotal</b>			<b>\$5,001</b>

**Welfare**

4441-4442	Administration and Direct Assistance	11	\$59,688
4444	Intergovernmental Welfare Payments		\$0
4445-4449	Vendor Payments and Other	24	\$35,000
<b>Welfare Subtotal</b>			<b>\$94,688</b>

**Culture and Recreation**

4520-4529	Parks and Recreation	11,15	\$529,207
4550-4559	Library	11	\$332,475
4583	Patriotic Purposes	11,28	\$11,371
4589	Other Culture and Recreation	11	\$8,735
<b>Culture and Recreation Subtotal</b>			<b>\$881,788</b>

**Conservation and Development**

4611-4612	Administration and Purchasing of Natural Resources	11	\$925
4619	Other Conservation		\$0
4631-4632	Redevelopment and Housing		\$0
4651-4659	Economic Development	11	\$7
<b>Conservation and Development Subtotal</b>			<b>\$932</b>



Report of Appropriations Actually Voted

Account	Purpose	Article	Appropriations As Voted
<b>General Government</b>			
4130-4139	Executive		\$0
4140-4149	Election, Registration, and Vital Statistics	11	\$255,116
4150-4151	Financial Administration	11	\$674,867
4152	Revaluation of Property	11	\$100,290
4153	Legal Expense	11	\$50,601
4155-4159	Personnel Administration	11	\$300
4191-4193	Planning and Zoning	11	\$186,418
4194	General Government Buildings	11	\$250,469
4195	Cemeteries	11	\$40,772
4196	Insurance	11	\$1,370,567
4197	Advertising and Regional Association	11	\$20,000
4199	Other General Government	11,30	\$85,506
<b>General Government Subtotal</b>			<b>\$3,034,906</b>
<b>Public Safety</b>			
4210-4214	Police	11,12	\$2,251,779
4215-4219	Ambulance	11	\$49,298
4220-4229	Fire	11,14	\$731,695
4240-4249	Building Inspection	11	\$94,149
4290-4293	Emergency Management	11	\$2,809
4299	Other (Including Communications)	11,12	\$530,524
<b>Public Safety Subtotal</b>			<b>\$3,660,254</b>
<b>Airport/Aviation Center</b>			
4301-4309	Airport Operations		\$0
<b>Airport/Aviation Center Subtotal</b>			<b>\$0</b>
<b>Highways and Streets</b>			
4311	Administration	11	\$157,913
4312	Highways and Streets	11,22	\$1,388,420
4313	Bridges		\$0
4316	Street Lighting	11	\$22,001
4319	Other		\$0
<b>Highways and Streets Subtotal</b>			<b>\$1,568,334</b>
<b>Sanitation</b>			
4321	Administration	11,29	\$217,060
4323	Solid Waste Collection		\$0
4324	Solid Waste Disposal		\$0
4325	Solid Waste Cleanup		\$0
4326-4328	Sewage Collection and Disposal		\$0
4329	Other Sanitation		\$0
<b>Sanitation Subtotal</b>			<b>\$217,060</b>



Report of Appropriations Actually Voted  
Raymond

For the period beginning January 1, 2023 and ending December 31, 2023

Form Due Date: **20 Days after the Annual Meeting**

**GOVERNING BODY CERTIFICATION**

This is to certify that the information contained in this form, appropriations actually voted by the town/city meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Name	Position	Signature
Alissa Del Tufo Welch	Chair	
Carlos Maldonado	Vice Chair	
George Plante	Member	
Patricia Bridgeo	Member	
Scott Campbell	Member	

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal:  
<https://www.proptax.org/>

**For assistance please contact:**  
NH DRA Municipal and Property Division  
(603) 230-5090  
<http://www.revenue.nh.gov/mun-prop/>

**2023 Unlicensed Dogs**

**Civil Forfeiture Warrant**

## TOWN OF RAYMOND

Town Clerk/Tax Collector Office

M, T, W & F 8:00AM -- 12:30PM -- 1:30PM - 4:15 Th 1:00PM -- 6:00PM

TO: Board of Selectmen  
Ernest Creveling, Town Manager

FROM: Alyssa Richard, Town Clerk

DATE: June 19, 2023

RE: Unlicensed Dogs -- Civil Forfeitures

Please sign the attached Warrant For Unlicensed Dogs.

On the table in the Admin Office, please see the list of those owners of dogs that have failed to license or not renewed their dog licenses as of June 15, 2023 pursuant to RSA 466:14. As contained in this RSA, a civil forfeiture notice is required to be issued. The Town Clerk's Office will be issuing this notice on June 30, 2023 indicating payment, within 15 days, by July 15, 2023. This will allow the Animal Control Officer to perform his requirements by August 31, 2023 per RSA 466:16 Returns.

Please see the attached RSA 466:13, RSA 466:14 and RSA 466:16 for reference.

***Please be advised that this list is not public knowledge.***





## Town of Raymond

Office of Selectmen  
4 Epping Street  
Raymond, NH 03077

(603) 895-4735 x103 [www.raymondnh.gov](http://www.raymondnh.gov)

June 19, 2023

### WARRANT FOR UNLICENSED DOGS

To: Animal Control Officer

Date: June 19, 2023

Pursuant to New Hampshire RSA 466:14 entitled: "Warrants, Proceedings", you are hereby advised that according to the records of the Town Clerk, the attached is a list of owners of dogs that have failed to license or have not renewed their dog license pursuant to RSA 466:1. You are hereby directed to proceed forthwith in issuing a civil forfeiture for each unlicensed dog.

Pursuant to New Hampshire RSA 466:16, entitled "Returns", you have until August 31, 2023 to return this warrant with a statement as to whether all the unlicensed dogs in the Town of Raymond have been seized and held under the provisions of this chapter and whether complaints have been entered against all the persons who have failed to comply with the provisions.

Date: \_\_\_\_\_

Raymond Board of Selectmen

\_\_\_\_\_  
Alissa Welch, Chair

\_\_\_\_\_  
Carlos Maldonado, Vice Chair

\_\_\_\_\_  
George Plante

\_\_\_\_\_  
Scott Campbell

\_\_\_\_\_  
Patricia Bridgeo

## **Capital Reserve Fund Requests**

- e. **Capital Reserve Fund Request:** *General Government Buildings Approval, Veterans Memorial Bandstand*, request withdrawal of \$10,000
- f. **Capital Reserve Fund Request:** *Town Technology Fund, \$50,000 for Police Department Server Replacements, Town Server to Cloud Migration, Year 2 of 3 computer replacement plan and associated costs.*

TOWN OF RAYMOND, NH

CAPITAL RESERVE/TRUST FUND REQUEST

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



REQUEST FROM:  
**Department**  
 DPW General Government Buildings

CONTROL NUMBER:  
 2023-06

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
5/11/2023	Brian Arnold	June 16, 2023	
FUND NAME / ACCOUNT	DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES		
<b>Gen Gvt Bldgs Impvmts 05-8028-001</b>	Veterans Memorial bandstand post replacements.		\$10,000
<i>Capital Reserve Fund available balance as of March 2023 - \$553,153.60</i>			

Chair Alissa Del Tufo Welch Approved / Not Approved

Vice Chair Carlos Maldonado Approved / Not Approved

George Plante Approved / Not Approved

Scott Campbell Approved / Not Approved

Patricia Bridgeo Approved / Not Approved

## Julie Jenks

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**From:** Stacey Grella  
**Sent:** Thursday, May 11, 2023 9:50 AM  
**To:** Julie Jenks  
**Cc:** Brian Arnold  
**Subject:** CRF Request - GGB Funds for Bandstand Repairs  
**Attachments:** Veterans Memorial Bandstand Repair 2023.pdf; Bandstand Contract Fully Executed 2023.pdf; COI.pdf

Hi Julie...

I would like to use \$10,000 from the GGB CRF for repairs to be done at the Bandstand in the Town Common. This was put out to bid in March of 2023 with a submittal deadline of April 5<sup>th</sup>. We received only one response to the RFP and that was from Covered Bridge Outdoor Construction out of Manchester. Attached is the original RFP that was posted on our website and published in the newspaper, and also a copy of the contract between the Town and Covered Bridge along with their COI. Work will be scheduled to start soon and is to be completed no later than June 30<sup>th</sup> so it will be ready for the Town's 4<sup>th</sup> of July and Town Fair festivities.

It should be noted that in the RFP, the work requested was to replace only the 3" rotted section of each post, however, after our Parks Foreman met with the contractor on site, it was decided that replacing the entire post was a much more economical way to go and it made more sense for the integrity of the structure. This is also noted on the bid sheet submitted by Covered Bridge as part of the contract.

If you have any questions, or need anything else from me, please let me know...thanks!

S

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





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

**Veterans Memorial Bandstand Support System**

**2023**

The Town of Raymond, New Hampshire is soliciting proposals from Contractors interested in providing the repair of the Veterans Memorial Bandstand Support System.

The Town has a bandstand located in the Veteran's Memorial Park, that is in need of an 8 leg support system repair.

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

It is anticipated that the repair will begin at a mutually agreed upon date between the Contractor and the Town and completed no later than June 30, 2023.

The Town also reserves the right to reject any or all Bids and the right to adjust the schedule as may be required due to weather and/or Town events taking place on the Common.

All proposals must be provided in hard copy enclosed within a sealed envelope and clearly labeled "2023 Veterans Memorial Bandstand Support System" by the deadline noted below:

Deadline for receipt of proposals is 3:00 p.m. Wednesday, April 5, 2023

Interested parties should contact:  
Town of Raymond  
Department of Public Works  
4 Epping Street  
Raymond, NH 03077  
Email: [barnold@raymondnh.gov](mailto:barnold@raymondnh.gov)

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

**Contractors are required to plan to visit the job site and/or review the scope of work with the DPW Director or Buildings Foreman prior to bidding.**

Each Bid shall be submitted on the Bid Form furnished by the Town of Raymond and attached to this Request for Proposals package.

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

**Scope of Work:**

1. All work shall be coordinated through the office of the Buildings Foreman.
2. Unless otherwise agreed to by the parties, the work shall occur between 7:30 am and 3:30 pm Monday through Friday.

**Contractor Performance Criteria:**

1. Repair shall mean to Demo and replace rotted material to the following standards:

Upon successful completion of the repair, it is the contractor's responsibility for full cleanup of the work site, streets and parking areas.

**Demo prep:** Remove hand rails and electrical outlets

**Demo:** Remove the bottom 3" of each post

**Repair:** Replace the 3" of infected 4x4 with a fresh piece of pressure treated 6x6, securing it to the concrete base with the proper bracket system. Once the 6x6 is in place, the contractor must secure the new 6x6 to the existing 4x4 with the proper bracket system as well. Once the structure post is in place and secure it will be wrapped in white composite material as the finish product. The contractor must reset all handrails and power outlets.

2. The Contractor shall determine the number of employees necessary to meet this standard and achieve completion within the schedule constraints.
3. The Contractor shall have an on-site supervisor or foreman available to direct operations. This supervisor or foreman will report to the DPW Director or his designee regarding any problems encountered, resolution of corrective actions, provide daily progress reports and coordinate the next day's activities.
4. The interruptions for severe weather or other such events will be at the discretion of the DPW Director or his designee.
5. Regarding debris to be disposed of by the Town, the term debris shall mean all materials from the job site.
6. Operating hours shall mean from 7:30 am to 3:30 pm Monday thru Friday excluding holidays – other hours may be modified upon mutual agreement of the parties.

**Invoicing for Hours Worked:**

1. The Contractor may invoice for the approved hours accrued during active job operations at the All-Inclusive Hourly Rate identified on the Bid Form.
2. The Contractor will not be paid for:
  - Time consumed addressing equipment issues.
  - Time demobilizing, standing by or remobilizing due to weather conditions.
  - Time associated with re-working an area in a repetitive manner due to issues within the control of the Contractor such as faulty equipment, unskilled equipment operators or Contractor decisions to proceed with operations during questionable weather conditions.
3. All hours shall be reviewed at the end of each day. The Buildings Foreman or his designee must acknowledge and approve daily time slips for payment.
4. Work performed on Town property shall be invoiced to the Town of Raymond Attn: Stacey Grella, Public Works Department.

**Safety:**

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

**Insurance:**

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

## Bid Form

The Contractor shall provide an **all-inclusive hourly rate** that includes all elements of the bandstand repairs.

*The single rate shall be established to address costs associated with mobilization, daily travel, equipment maintenance, fuel and other tasks or materials as these items will not be paid for separately.*

**All-inclusive Hourly Rate:** \$ \_\_\_\_\_ **Estimated total hours:** \_\_\_\_\_

**Estimated Overall Total Contract Value:** \$ \_\_\_\_\_

*Actual contract value and payment will be based on actual approved hours of active work.*

**This Request for Proposal package and Bid Form, if accepted, will be considered a binding contract.**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name and Title of Authorized Signatory: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

By signing, I attest that on behalf of \_\_\_\_\_ I have read and I  
*Company name*

understand the "Important Bidder Information" provided and further, that I have visited the job site prior to preparing this Bid.





Town of Raymond, New Hampshire  
Department of Public Works

Veterans Memorial Bandstand Support System 2023

CONTRACT

**Scope of Work:**

All work shall be coordinated through the office of the Parks Foreman.

Unless otherwise agreed to by the parties, the work shall occur between 7:00 am and 3:00 pm Monday through Friday, excluding holidays. Other hours may be modified upon mutual agreement of the parties.

**Work needs to be completed no later than June 30, 2023.**

Work will include removing hand rails and electrical outlets and removing each post. Replace the entire post and wrap in all new composite trim, securing it to the concrete base with the proper bracket system. Once the post is in place, the contractor must secure the new post to the existing 4x4 with the proper bracket system as well. Once the structure post is in place and secured it will be wrapped in white composite material as the finish product. The contractor must reset all handrails and power outlets.

The Contractor shall determine the number of employees necessary to meet this standard and achieve completion within the schedule constraints. The Contractor shall have an on-site supervisor or foreman available to direct operations. This supervisor or foreman will report to the DPW Director or his designee regarding any problems encountered, resolution of corrective actions, provide daily progress reports and coordinate the next day's activities.

Interruptions for severe weather or other such events will be at the discretion of the DPW Director or his designee.

The structure and job site needs to be left in a secure and safe condition for the evening/overnight hours.

Regarding debris to be disposed of by the Town, the term debris shall mean all materials from the job site. Upon successful completion of the repair, it is the contractor's responsibility for full cleanup of the work site, streets and parking areas.

**Invoicing for Hours Worked:**

1. The Contractor may invoice for the approved hours accrued during active job operations at the All-Inclusive Hourly Rate identified on the Bid Form.
2. The Contractor will not be paid for:
  - Time consumed addressing equipment issues.
  - Time demobilizing, standing by or remobilizing due to weather conditions.
  - Time associated with re-working an area in a repetitive manner due to issues within the control of the Contractor such as faulty equipment, unskilled equipment operators or Contractor decisions to proceed with operations during questionable weather conditions.

3. All hours shall be reviewed at the end of each day. The Parks Foreman or his designee must acknowledge and approve daily time slips for payment.
4. Work performed on Town property shall be invoiced to the Town of Raymond Attn: Stacey Grella, Public Works Department.

**Safety:**

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

**Insurance:**

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

**Cost of Work:**

Per the submitted bid sheet by Covered Bridge Outdoor Construction, the cost of the work is as follows:

All Inclusive Hourly Rate:	\$150.00
Estimated Total Hours:	\$7,500

**Estimated Overall Total Contract Value:     \$10,000.00**  
Per the submitted bid sheet (attached)

Bandstand

### Bid Form

The Contractor shall provide an **all-inclusive hourly rate** that includes all elements of the bandstand repairs.

*The single rate shall be established to address costs associated with mobilization, daily travel, equipment maintenance, fuel and other tasks or materials as these items will not be paid for separately.*

All-inclusive Hourly Rate: \$ 150

Estimated total hours: 7,500

Estimated Overall Total Contract Value: \$ 10,000

*Actual contract value and payment will be based on actual approved hours of active work.*

**This Request for Proposal package and Bid Form, if accepted, will be considered a binding contract.**

Company Name: Covered Bridge Outdoor Construction

Mailing Address: 415 Millstone ave # 7 Manchester NH 03102

Name and Title of Authorized Signatory: Paul Bilodeau CEO

Signature: Paul Bilodeau

Date: 4/5/2023

Contact Person: Paul Bilodeau

Cell Phone: 603-479-9716


e-mail: PaulB@CBOCcorp.com

By signing, I attest that on behalf of CBOC Corp I have read and I  
Company name

understand the "Important Bidder Information" provided and further, that I have visited the job site prior to preparing this Bid.

\* Please note: Our bid is to replace the entire post and wrap in all new composite trim

The below listed parties agree to the above terms for repairs to the Veterans Memorial Bandstand in the Town Common in the Town of Raymond, NH.



Representative from Covered Bridge Outdoor Construction  
Print & Sign

5/3/23  
Date



Stacey Grella, DPW Operations Manager  
Town of Raymond, NH

5/4/23  
Date

CONTACT INFORMATION:

Brian Arnold, Parks Foreman  
Town of Raymond, NH  
603-867-4735  
barnold@raymondnh.gov

Stacey Grella, DPW Operations Manager  
Town of Raymond, NH  
603-895-7036  
sgrella@raymondnh.gov

Paul Bilodeau, CEO  
Covered Bridge Outdoor Construction  
415 Millstone Ave. #17  
Manchester, NH 03102  
603-479-9716  
paulb@cbocorp.com

**TOWN OF RAYMOND, NH**

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

**CAPITAL RESERVE/TRUST FUND REQUEST**



**REQUEST FROM:**

**Department**

Finance/IT Department

**CONTROL NUMBER:**

2023-07

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
6/20/2023	Finance/IT Department	6/26/2023	
FUND NAME / ACCOUNT	DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES		
Town Office Technology Improvements & Repairs 05-8002-007	1Path Managed Services, LLC – Multi-Year Contract <ul style="list-style-type: none"> <li>• PD - Server Replacement</li> <li>• Town – Server to iCloud Migration</li> <li>• Year 2 of 3 Computer Replacement Plan</li> <li>• All associated costs.</li> </ul>		\$50,000

*Capital Reserve Fund available balance as of May 2023 \$534.35 + WA#16 \$50,000 to be deposited in July 2023.*

Chair Alissa Del Tufo Welch Approved / Not Approved

Vice Chair Carlos Maldonado Approved / Not Approved

Selectman Approved / Not Approved

Scott Campbell Approved / Not Approved

Patricia Bridgeo Approved / Not Approved

## **Certificates of Vote of Authorization**

g. **Certificate of Vote of Authorization: 2023-2025 Strategic Planning Grant** for Identification of Source and Demand Analysis, Water Quality Evaluation, Alternative Analysis, Cost and Funding, Draft and Final Technical Memorandums, \$50,000

h. **Certificate of Vote of Authorization: ARPA/Clean Water State Revolving Fund Asset Management Grant for MS4** - Stormwater Asset Management, \$30,000



**Board of Selectmen Meeting**

**Monday, May 8, 2023**

**Motion:** Certificate of Vote of Authorization / Grant Signor Designation

**Grant:** 2023-2025 Strategic Planning Grant

I, \_\_\_\_\_, make a motion to designate Alissa Del Tufo Welch, Chairwoman of the Board of Selectmen to complete the Certificate of Vote of Authorization on behalf of the Town of Raymond NH so that the Town may enter into a Drinking Water Sustainability Grant agreement with the New Hampshire Department of Environmental Services to fund a Strategic Planning Grant project.

I would like to further authorize the Water Foreman, Scott Keddy to execute any documents which may be necessary to effectuate the grant agreement.

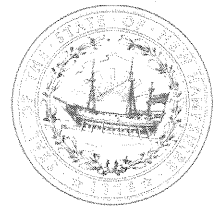
**Motion seconded by:** \_\_\_\_\_

<b>Voting:</b> Alissa Del Tufo Welch	In Favor / Not in Favor
Carlos Maldonado	In Favor / Not in Favor
George Plante	In Favor / Not in Favor
Patricia Bridgeo	In Favor / Not in Favor
Scott Campbell	In Favor / Not in Favor



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



April 28, 2023  
VIA EMAIL

Scott Keddy  
Town of Raymond  
[skeddy@raymondnh.gov](mailto:skeddy@raymondnh.gov)  
4 Epping St,  
Raymond, NH 03077

Subject: 2023-2025 Strategic Planning Grant  
Town of Raymond **PWS# 1971010**  
**Project# SPL-ARPA-029**

Dear Mr. Keddy,

Congratulations on your successful application to the 2023-2025 Strategic Planning Grant Program. The Department of Environmental Services intends to award a **grant for \$50,000** to the Town of Raymond for this important project.

To award the grant funds we must enter into a Grant Agreement and obtain Governor and Executive Council approval. Attached is the Grant Agreement paperwork. Please review these documents carefully and if everything is acceptable, please complete the documents as follows:

1. Print the attached Grant Agreement and have the authorized representative sign page 1 and initial and date pages 2 and 3.
2. Print the attached Exhibits A – C and have the authorized representative sign initial and date the bottom of each page.
3. Print the attached Consultant Selection Justification Form and indicate which consulting firm your community will be contracting with and how that consultant was selected. If the qualified consultant was selected based on an established, current relationship, please provide justification and explain how that experience will benefit the proposed project in the Non-competitive/Sole Source section.
4. Submit an original Certificate of Vote signed and notarized.
5. Submit a current certificate of insurance in compliance with our coverage requirements as outlined in the Grant Agreement. The Certificate Holder should be "State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095."

Please return **single-sided hard copy versions** of the completed documents to my attention at the address below. **Please note that any work funded by the grant cannot be completed until after the Governor and Council's approval.** All paperwork needs to be in no later than **May 15, 2023** to assure that we get all of the proper approvals in place. A checklist has been included for your reference.



Once the required paperwork is returned, NHDES will submit the funding package to Governor and Council for approval. As we move forward through the project, your NHDES assigned engineer for technical project review and reimbursement requests will be Rick Skarinka. They can be reached at [Richard.C.Skarinka@des.nh.gov](mailto:Richard.C.Skarinka@des.nh.gov) . Please feel free to contact me at 271-1994 or [Mathew.G.Deterling@des.nh.gov](mailto:Mathew.G.Deterling@des.nh.gov) if you have any questions about your grant agreement.

Sincerely,

Mathew Deterling  
Environmentalist III  
Drinking Water and Groundwater Bureau

Attachments: Grant Agreement  
Exhibits A-C  
Consultant Selection Justification Form  
Planning Grant Checklist Reference

Item	Action/Description
Grant Agreement and Exhibits A-C	Print out single-sided on plain white paper. In addition to the on the first page, please note that each page must be dated and initialed by the signor. <b>Also include Exhibits A-C which are also dated and initialed by the signee.</b>
Certificate of Vote of Authorization	This certificate provides proof that the person signing the grant agreement has the authority to do so. The certificate must be signed and notarized on the same date or prior date than the Grant Agreement. There should be 3 names on the certificate: The witness, the individual with the authority to execute the document and finally the Public Notary. These 3 names must be from 3 different individuals.
Consultant Selection Justification Form	This form is to document the selection process the community used for engineering services procurement. Please select one of the three options and attach supporting documentation as needed. If the qualified consultant was selected based on an established, current relationship, please provide justification and explain how that experience will benefit the proposed project in the Non-competitive/Sole Source section.
Insurance Certificate of Coverage	Obtain from your insurance carrier. You must provide this insurance document to indicate that you have coverage meeting the requirements of Paragraph 17 of the Grant Agreement. Note: The form must list the <i>Department of Environmental Services</i> as an additional insured in the certificate holder box and the expiration date should be at least 4 months out from when you are executing your grant documents.
Certificate of Existence or Good Standing*	<b>*Municipalities and government subdivisions are exempt from this requirement.</b> All other entities must be registered to do business in NH, and in good standing with the Secretary of State's office.
Vendor Code	<u>Grantees must have a Vendor Code. If you have received payments from DES in the past, you should already have a Vendor Code. If not, you will need to register for your Vendor Code online at:</u> <a href="https://admin.state.nh.us/purchasing/vendorregistration/">https://admin.state.nh.us/purchasing/vendorregistration/</a>

Strategic Planning Grant \$50,000
<b>Scott Keddy will sign Box 1.11 and initial/date remaining agreement and Exhibit pages.</b>
<b>Chairwoman Welch will sign in front of Notary at a pre-arranged time/date following the May 8, 2023 BOS Mtg.</b>
<b>Signed by Scott Keddy: As this designates him the 'authorized signor' he will have to be listed as the 'authorized executor of documents' on the Certificate of Authorization.</b>
<b>Already provided by Primex and included in grant packet.</b>
<b>Not applicable to Town of Raymond.</b>
<b>Already have State Vendor Code.</b>

**Please send documents by May 15,2023 to:**  
 Mathew Deterling  
 Drinking Water and Groundwater Bureau  
 NH Department of Environmental Services  
 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

**Contact:**  
[Mathew.G.Deterling@des.nh.gov](mailto:Mathew.G.Deterling@des.nh.gov)  
 Phone (603) 271-1994  
 Fax (603) 271-5171

# Water Sustainability Grant Program

VERSION 1.3

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## INSTRUCTIONS

NHDES-W-03-021

9/28/22

Voluntary

## All Available Forms:

NHDES-W-03-021

September 2022

The 2022-2023 Water System Sustainability Grant Program is a group of grants intended to assist Community Water Systems (CWS) in developing programs that will ensure sustainable operations and identify possible improvements in technical, managerial and/or financial operations, also known as Capacity Development. This program includes grants for drinking water asset management, green projects such as energy audits and energy audit implementation, and strategic planning projects.

Grant amounts, applicant matching and application timeframes are different for each funding opportunity. See specific grant category for more information.

Each water system may apply for multiple funding opportunities, but in order to ensure efficient use of funds, each project must be independent of each other. Similarly, any water system that has previously been awarded an Asset Management Grant must complete that grant project before applying for a new Asset Management Grant.

Learn more about the NHDES Asset Management Programs.

## CONTACT INFORMATION

### Contact

29 Hazen Drive  
PO Box 95  
Concord, NH 03302-0095

## CONTACTS

Email - [luis.adorno@des.nh.gov](mailto:luis.adorno@des.nh.gov)

## ADDITIONAL LINKS

NHDES Asset Management Programs

## GRANT AGREEMENT

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

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302	
<b>1.3. Grantee Name</b> Town of Raymond		<b>1.4. Grantee Address</b> 4 Epping Street, Raymond, NH 03077	
<b>1.5. Grantee Phone #</b> 603-895-9862	<b>1.6. Account Number</b> 03-44-44-440010-2476-072	<b>1.7. Completion Date</b> June 1 , 2025	<b>1.8. Grant Limitation</b> \$ 50,000.00
<b>1.9. Grant Officer for State Agency</b> Mathew Deterling		<b>1.10. State Agency Telephone Number</b> 603-271-1994	
If Grantee is a municipality or village district: "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."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Scott Keddy Water Department Foreman	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: _____		Assistant Attorney General, On:     /     /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT. LIMITATION ON AMOUNT. VOUCHERS. PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
  - 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
  - 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA. RETENTION OF DATA. ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee 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 Grantee notice of such termination.
11. EVENT OF DEFAULT. REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
    - 11.2.2 Give the Grantee 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 Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
    - 11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.2. 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
  - 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
  - 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.
    - 17.1 The Grantee 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
  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 Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS**

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor’s Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

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**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use

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documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)** As appropriate and to the extent consistent with law, to the greatest extent practicable, there is 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.

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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

extend or renew a contract) to procure or obtain equipment, services, or systems that use 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). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. 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).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. 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.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

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Date \_\_\_\_\_

**REPORTING REQUIREMENTS:** For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

<b>5: Infrastructure</b>	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

**All Clean Water and Drinking Water infrastructure projects:**

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

**For water and sewer projects:**

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

**II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M**

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40,

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United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

### **III. OTHER SPECIAL PROVISIONS**

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
  2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
  3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
  4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.
  5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
  6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged,

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Date \_\_\_\_\_

demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.”

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Raymond will contract with an engineering firm to complete the following outlined tasks. The goal of the project is to assess the current source capacity and identify alternatives to increase supply capacity.

**Task 1: Source Capacity Evaluation**

- Kickoff meeting with Owner, NHDES and other stakeholders. Obtain historic information and discuss current and historic operations, and outline goals for the project. The meeting will also establish a vision statement such as *“Goal of study is to identify cost effective solutions to increase water supply to meet the needs of the Town.”*
- Review operational information from the existing wells to establish supply capacity, and quality for each supply.
  - Review historic metered flow data from each of the wells for the past 5 years.
  - Review past well cleaning and redevelopment reports.
  - Assess current pump rates and compare to permitted production volumes and historic pump tests.
  - Review recent raw water quality to evaluate correlations between pumping rates and iron/manganese concentrations.
- Identify and restate current source capacity of the system noting permitted capacity and operational capacity.
- Update supply requirements.
  - Analyze and summarize historic water production for the last 5 years.
  - Review population projections and proposed developments to update the future estimated water demand.
  - Compare supply capacity and supply requirements.
  - Establish needed supply capacity to meet existing and future demands.
- Two additional meetings are included and will be held at appropriate intervals during the work.

**Task 2: Water Quality Evaluation**

- Review and summarize historic water quality trends for each well.
- Review and summarize distribution water quality testing results for iron, manganese and phosphate by location and proximity to system sources.
- Review recent customer complaint log and correlate complaints, locations and proximity to sources.
- Compare current water quality to current and future regulations.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

- Identify current water quality issues, specifically at Well #4, and evaluate possible changes to increase capacity.
- Review available water quality for potential new sources previously investigated (i.e., Thibeault)

**Task 3: Alternatives Analysis**

UE will identify up to 3 options to increase supply capacity, which may include:

- WTP Modifications
  - Bypass of filter system
  - Addition of an additional treatment capacity (second filter train) at the WTP
- Addition of a new well at the Thibeault site
- Addition of a new well at another site

**An invitation for NHDES participation in meetings is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council. **Completion date for the contract will be as listed on the grant agreement (section 1.7).**

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

# Certificate of Vote of Authorization For ARPA Grants

VERSION 1.6

## INSTRUCTIONS

NHDES-C-10-003  
September 2022

This form is intended for use by applicants who have received notice of and have submitted the ARPA grant funding application from NHDES. Following receipt of a complete application, NHDES will prepare a Grant Agreement to be signed by the applicant and returned along with the completed Certificate of Vote of Authorization.

A Certificate of Vote of Authorization is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement has the authority to do so. This form must be submitted with the final grant agreement documents. All grant funding programs will need to submit a Certificate of Vote of Authorization. This form must be signed within 30 days of the Grant Agreement.

Grant Agreements will require approval by Governor & Council.

If the applicant is applying for a loan through the Drinking Water State Revolving Fund (DWSRF) or the Clean Water State Revolving Fund (CWSRF) in addition to the ARPA grant funding the loan application process must be followed concurrently with the grant application.

Because of the time constraints set in place for ARPA funding by the US Department of the Treasury, NHDES is requiring that the final ARPA grant application and loan application (if applicable) be submitted by the grant deadline as sent in original grant offer. Failure to do so may jeopardize any ARPA funding offer.

Drinking Water Projects mail the original completed form to:

NHDES Drinking Water and Groundwater Bureau Attn: Johanna McKenna  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

Clean Water (Wastewater and Stormwater) Projects mail the original completed form to:

NHDES Wastewater Engineering Attn: Alysha Clark  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

## CONTACT INFORMATION

### Contact

Drinking Water Projects:

NHDES Drinking Water and Groundwater Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

Clean Water (Wastewater and Stormwater):

NHDES Wastewater Engineering  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

## CONTACTS

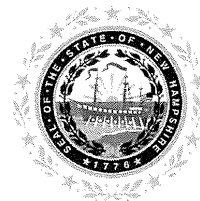
Drinking Water Projects : Johanna McKenna  
Email : [dwsrf@des.nh.gov](mailto:dwsrf@des.nh.gov)  
Phone : 603-271-2513  
Clean Water Projects : Alysha Clark  
Email : [alysha.p.clark@des.nh.gov](mailto:alysha.p.clark@des.nh.gov)  
Phone : 603-271-7598

## ADDITIONAL LINKS

NHDES Drinking Water State Revolving Fund  
NHDES Clean Water State Revolving Fund  
2021 American Rescue Plan Act (ARPA) Wastewater  
and Stormwater Grant Application



CERTIFICATE OF VOTE OF AUTHORIZATION
GRANTS ONLY



American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:

- 1. Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.
2. Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.
3. The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.
4. Mail original COV and Grant Agreement documents to program contact at NHDES.

Certificate of Vote of Authorization

TOWN OF RAYMOND

4 EPPING STREET, RAYMOND NH 03077A

I, Alissa Del Tufo Welch of the Town of Raymond, do hereby certify that at a meeting held on May 8, 2023, the Town of Raymond's Board of Selectmen voted to enter into a Drinking Water Sustainability Grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water improvement project.

The Town of Raymond further authorized the Water Department Foreman, Scott Keddy, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairwoman of the Board of Selectmen of the Town of Raymond, the \_\_\_ day of May 2023.

Alissa Del Tufo Welch

Signature:

On this \_\_\_ day of May 2023, Sharon E. Baker, before me (Notary Public) the undersigned Officer, personally appeared. Alissa Del Tufo Welch, who acknowledged herself to be the Chairwoman of the Board of Selectmen of the Town of Raymond being authorized so to do, execute the foregoing instrument for the purpose therein contained.

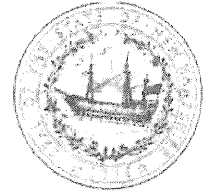
In witness thereof, I have set my hand and official seal.

Notary Public Sharon E. Baker My commission expires: March 8, 2028





The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

**Consultant Selection Justification Form  
 American Rescue Plan Act (ARPA)**

This form is intended to be used by funding recipients receiving grant funds through the American Rescue Plan Act (ARPA) to document the consultant selection process per Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 and provide justification to the New Hampshire Department of Environmental Services (NHDES).

<b>Community / Entity Name: Town of Raymond</b>	<b>PWSID (If Applicable): 1971010</b>
<b>Project Name: Raymond Water System Source Evaluation</b>	<b>ARPA Project Number:</b>
<b>Project Location: Raymond, NH</b>	
<b>Selected Consultant Name: Underwood Engineers</b>	

Please select one of the following justifications for consultant selection. Attach supporting documentation if applicable.

**Qualifications Based Selection (QBS)** – If your organization issued a request for qualifications (RFQ) and selected a consultant based on this process please provide the RFQ and a summary of the selection process. *This is required for Clean Water projects.* N/A

**Solicitation for Quotes/Proposals** – If quotes/proposals for professional consulting services were solicited, please provide a brief explanation of the process and an overview of the results.

**\* Non-competitive/Sole Source** – If non-competitive procurement was followed, indicate the qualifying circumstances: 1) micropurchase (value under \$10,000); 2) item or service only available from a single source; 3) public exigency or emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation; 4) or after solicitation of a number of sources competition was deemed inadequate. If none of these situations apply provide justification for this selection process. \*Non-competitive procurement requires the approval of the NHDES Bureau Administrator.

Underwood Engineers (UE) has provided various engineering services including a rate model update, water model update, impact review for proposed developments. UE is currently working with the Town to identify source capacity shortcomings. Additionally, UE did the most recent source design and construction administration work at Wells #1R and #4 which will be part of the planned evaluation.

The authorized signature shall match the authorized signature on the Grant Agreement.

Authorized Signature: *Scott Keddy* Date: *3-17-23*  
 Printed Name: Scott Keddy Title and Affiliation: Water Superintendent

<b>*NHDES USE ONLY – For approving non-construction non-competitive procurement procedures</b>			
NHDES Bureau Administrator Approval			
_____	_____	_____	_____
Name	Bureau	Signature	Date

ENGINEERING SERVICES REQUEST  
AUTHORIZATION TO PROCEED

To: Underwood Engineers, Inc. (UE)  
25 Vaughan Mall, Unit #1  
Portsmouth, New Hampshire 03801

ESR No.: Six (6) - 2022  
File No.:  
Description: **Raymond Planning Grant  
New Source Desktop Evaluation**

From: Town of Raymond, NH  
4 Epping St  
Raymond, New Hampshire 03077

Date: March 7, 2022

Raymond Contact(s) (this project):

Ernie Cartier Creveling, Town Manager;  
Scott Keddy, Water Superintendent

Under agreement for Professional Services as Consulting **Engineer** for the Town of Raymond, Raymond, NH (General Services Agreement UE #2892 dated 11/30/22), **Engineer** is authorized to proceed with the following work:

**Description/Background:**

Town and water department staff have several concerns regarding the existing source capacity of the system. Operators cite long operational times for the current wells and have concerns regarding new users that have applied for connection to the system.

The last demand estimate was performed in 2018 by Weston & Sampson (W&S) as part of a storage tank evaluation. This estimate should be updated by looking at current water production, and known requests for additional development.

There are 4 previously approved developments currently under construction, and there are 4 additional developments currently under review of the planning board. UE has performed a cursory supply capacity/demand comparison, using past/existing information. A comprehensive evaluation of the source water capacity is needed to evaluate how much additional source capacity is needed for current and 20-year future needs, and how that capacity is best attained. This information will help in planning capital improvements, provide guidance to establish policies to help generate revenue to pay for new sources, and provide input for the current rate study.

The water department cites concern with increased customer water quality complaints since Well 4 was put on-line in 2018. Since the well was installed, they have observed increasing iron and manganese concentrations in the raw water and recently switched the blended phosphate used in attempt to get better sequestration. Although the well has a permitted yield of 250 gpm, operators report they are currently not able to pump the well at more than 150 gpm without seeing water quality impacts from colored water. In addition to aesthetic issues and customer complaints, there are also health concerns with elevated manganese. A review of historic and current water quality and evaluation of current and near-future regulations will provide the Town with guidance on necessary capital projects and needs to improve water quality in the system.

### Task 1: Source Capacity Evaluation

- Kickoff meeting with Owner, NHDES and other stakeholders. Obtain historic information and discuss current and historic operations, and outline goals for the project. The meeting will also establish a vision statement such as “Goal of study is to identify cost effective solutions to increase water supply to meet the needs of the Town.”
- Review operational information from the existing wells to establish supply capacity, and quality for each supply.
  - Review historic metered flow data from each of the wells for the past 5 years
  - Review past well cleaning and redevelopment reports
  - Assess current pump rates and compare to permitted production volumes and historic pump tests
  - Review recent raw water quality to evaluate correlations between pumping rates and iron/manganese concentrations.
- Identify and restate current source capacity of the system noting permitted capacity and operational capacity.
- Update supply requirements.
  - Analyze and summarize historic water production for the last 5 years.
  - Review population projections and proposed developments to update the future estimated water demand
  - Compare supply capacity and supply requirements
  - Establish needed supply capacity to meet existing and future demands
- Two additional meetings are included and will be held at appropriate intervals during the work.

### Task 2: Water Quality Evaluation

- Review and summarize historic water quality trends for each well.
- Review and summarize distribution water quality testing results for iron, manganese and phosphate by location and proximity to system sources.
- Review recent customer complaint log and correlate complaints, locations and proximity to sources.
- Compare current water quality to current and future regulations.
- Identify current water quality issues, specifically at Well #4, and evaluate possible changes to increase capacity.
- Review available water quality for potential new sources previously investigated (i.e., Thibeault)

### Task 3: Alternatives Analysis

UE will identify up to 3 options to increase supply capacity, which may include:

- WTP Modifications
  - Bypass of filter system
  - Addition of an additional treatment capacity (second filter train) at the WTP
- Addition of a new well at the Thibeault site
- Addition of a new well at another site

Previous analysis have identified the WTP as a limiting factor in the system. Three of the system wells are treated at the plant, but cannot be pumped to the system without going through the WTP. One of the



four wells (Well #2) has been off-line since 2019 after a screen failure. We will evaluate potential changes to the WTP to enable the wells to bypass the filters and pump directly into the 'clearwell' to provide an emergency bypass of the aerator and filters. The configuration for a second train or re-configuration of additional treatment equipment will be evaluated to provide flexibility and redundancy to the existing WTP.

A significant amount of investigation was done on the Thibeault site over 10 years ago, including installation of two 8-inch test wells. A preliminary report was submitted to the NHDES for pump testing those wells before the project was halted. This site has been identified as a key future drinking water source in Town, and the development and connection of two new production wells at this site will be evaluated to increase the source capacity of the system.

A mid-project meeting will be held at the completion of this task to discuss the development of the alternatives.

#### **Task 4: Costs and Funding Options**

UE will establish planning level cost opinions for each alternative for comparison on a \$/gallon basis. We will evaluate possible funding options including:

- i. Local share
- ii. State & Federal Funding
- iii. Proposed and Future Developments

#### **Task 5: Technical Memorandum**

- We will prepare a technical memorandum to summarize the source capacity evaluation, water quality evaluation, source alternatives analysis, cost opinions and funding alternatives.
- We will provide conclusions and recommendations and summarize the next steps for the Town to increase supply.
- A draft memorandum will be issued for review by the Town and NHDES, followed by a meeting to discuss the report and receive feedback.
- A final memorandum will be issued after incorporating comments from the Town and NHDES. Report will be delivered in print and electronic format.

#### **Information to be Provided by Town**

- 5-years historic flow data from each source and the WTP.
- 5-years historic water quality data for each source.
- 5-years of Distribution water quality data
- 3-years WTP operational records
- Well cleaning and testing logs
- Flushing practices
- Current phosphate dosing rates
- NHDES permits for each source (PPV).
- Customer complaint log for past 3 years



**Work Not Included**

- Rate evaluation
- Storage evaluations
- Water Balance
- Modeling
- Topographic or Boundary Services
- Design Engineering Services

**Engineering Fees**

We propose to complete the work outlined in the scope of work on a time charge basis for a fee of \$50,000.

The budget is to be billed on a time and materials basis, at standard hourly rates for personnel assigned plus reimbursable expenses. Outside consulting services, if any, will be billed at cost plus 10%. Billings for services will be monthly and will be due Underwood Engineers, Inc. within thirty (30) days of the billing date.

**Budgets:**

Suggested budgets, as used herein, are best estimates by Underwood Engineers. The budgets are based on available information and prior to a detailed research on the Project. Budgets are not intended to be fixed prices but are reasonable estimates of average costs to complete projects of similar size. Engineer will not exceed the budget without written authorization.



**Schedule:**

Underwood Engineers, Inc. will begin work within ten (10) days of authorization to proceed and receipt of all necessary application materials.

Source and demand analysis	45 days
Water Quality Evaluation	60 days
Alternative Analysis	3 months
Cost and Funding	4 months
Draft Technical Memorandum	5 months
Final Technical Memorandum	6 months

**Authorization to Proceed**

Approval and authorization to proceed:

  
\_\_\_\_\_  
Ernest M. Cartier Creveling      Date  
Town Manager, Town of Raymond      

\_\_\_\_\_  
Keith A. Pratt, P.E      Date  
President, Underwood Engineers, Inc.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Raymond 4 Epping Street Raymond, NH 03077		<i>Member Number:</i> 277	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2023	1/1/2024	Each Occurrence	\$5,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	1/1/2023	1/1/2024	Combined Single Limit (Each Accident)	\$ 5,000,000
	Deductible    Comp and Coll: \$1,000			Aggregate	\$ 5,000,000
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	1/1/2023	1/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 5/1/2023    mpurcell@nhprimex.org
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



**Board of Selectmen Meeting**

**Monday, May 8, 2023**

**Motion:** Certificate of Vote of Authorization / Grant Signor Designation

**Grant:** ARPA/Clean Water State Revolving Fund Asset Management Grant

I, \_\_\_\_\_, make a motion to designate Alissa Del Tufo Welch, Chairwoman of the Board of Selectmen to complete the Certificate of Vote of Authorization on behalf of the Town of Raymond NH so that the Town may enter into ARPA/Clean Water State Revolving Fund Asset Management Grant agreement with the New Hampshire Department of Environmental Services to fund an Asset Management Program project.

I would like to further designate the Town Manager, Ernest Cartier Creveling, to execute any documents which may be necessary to effectuate the grant agreement.

**Motion seconded by:** \_\_\_\_\_

<b>Voting:</b> Alissa Del Tufo Welch	In Favor / Not in Favor
Carlos Maldonado	In Favor / Not in Favor
George Plante	In Favor / Not in Favor
Patricia Bridgeo	In Favor / Not in Favor
Scott Campbell	In Favor / Not in Favor



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



October 21, 2022

David Frederickson  
Director of Public Works  
4 Epping Street  
Raymond, NH 03077

Re: CWSRF Asset Management Program Grant

Dear Mr. Frederickson:

Congratulations! By submitting a pre-application for a Clean Water State Revolving Fund (CWSRF) loan to develop an asset management program (AMP), you are taking a step toward inventorying, maintaining, and managing your community's valuable stormwater assets into the future. Thanks to CWSRF grant funding, we have converted our asset management principal forgiveness program to a grant program pending Governor and Executive Council approval. The biggest difference this makes for communities is eliminating the need to obtain the authority to borrow from your voters. Instead, you will need evidence of the authority to accept grant funds. Grant funds for AMP development are available if the following important steps are taken:

1. **Attend an Informational Session:** NHDES requires your AMP Team's attendance at one of informational sessions listed in the congratulations email where more details can be found.
2. **Authority to Accept Grant Funds:** Communities must provide evidence of the authority to accept grant funds.
3. **Qualifications-Based Selection (QBS) Procurement Process (if applicable):** If the grant recipient chooses to use a consultant, the grant recipient must issue a Request for Qualifications (RFQ) to select the most qualified consulting firm. The RFQ process does not consider cost as a selection criterion. After the most qualified consulting firm has been identified, the grant recipient and the consulting firm will attempt to negotiate a fair and reasonable price for the services provided. If an agreement cannot be reached, the grant recipient may move to the next most qualified consulting firm(s) until an agreement can be reached. If the grant recipient is already working with a consultant who was selected using the QBS process, the grant recipient must provide certification that the selected firm was hired using the QBS process for work related to the stormwater assets to be included in the AMP development project.
4. **Work Scope Approval:** Prior to submitting a loan application and prior to initiating work, the AMP work scope must be reviewed and approved by NHDES to ensure compliance with the minimum requirements of the program. Software and equipment purchases and equipment rentals must follow the current CWSRF procurement process. If any portion of the work scope budget will be used for software or equipment purchase, equipment rentals, or other outside services, these costs must be clearly identified in the project

[www.des.nh.gov](http://www.des.nh.gov)

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budget submitted with the draft work scope for review. The work scope should be submitted in DRAFT form along with an engineering contract. A NHDES contract template is available for use: [Engineering Report Phase Contract for Professional Services for Treatment Works](#). The [ARPA/CWSRF Asset Management Grant Guidance Document](#) outlines these requirements.

5. **Final Grant Application:** Completed grant applications must include the pre-approved work scope and pre-approved engineering contract. The [application forms and instructions](#) are available on the NHDES website.
  - Grant applications are due by **March 1, 2023**. Applications are considered using a rolling deadline and can be submitted any time before the due date.

*Note: If you are unable to complete the above steps by the full application deadline you must submit a new pre-application to continue to be considered for a CWSRF loan or grant.*

NHDES is encouraging communities to use this grant opportunity to develop a useful asset management decision-making tool for the community. Please submit questions about the wastewater and stormwater AMPs to Eliza Styczynski at [Eliza.J.Styczynski@des.nh.gov](mailto:Eliza.J.Styczynski@des.nh.gov). We look forward to working with you on this exciting project.

Sincerely,



Eliza J. Styczynski  
Sustainability Engineer  
Planning, Protection and Assistance Section  
Wastewater Engineering Bureau  
NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
Tel (603) 271-2508

cc: Kathleen Bourret, CWSRF Federal Provisions Administrator  
Sharon Nall, Supervisor  
Julie Jenks, Finance Director, Town of Raymond

Item	Action/Description	ARPA/CWSRF Asset Mgmt Grant \$30,000
Grant Agreement and Exhibits A-C	Print out single-sided on plain white paper. In addition to the on the first page, please note that each page must be dated and initialed by the signor. <b>Also include Exhibits A-C which are also dated and initialed by the signee.</b>	Town Manager will sign Box 1.11 and initial/date remaining agreement and Exhibit pages.
Certificate of Vote of Authorization	This certificate provides proof that the person signing the grant agreement has the authority to do so. The certificate must be signed and notarized on the same date or prior date than the Grant Agreement. There should be 3 names on the certificate: The witness, the individual with the authority to execute the document and finally the Public Notary. These 3 names must be from 3 different individuals.	Chairwoman Welch will sign in front of Notary at a pre-arranged time/date following the May 8, 2023 BOS Mtg.
Consultant Selection Justification Form	This form is to document the selection process the community used for engineering services procurement. Please select one of the three options and attach supporting documentation as needed. If the qualified consultant was selected based on an established, current relationship, please provide justification and explain how that experience will benefit the proposed project in the Non-competitive/Sole Source section.	May not be needed as it would have been submitted to the State for prior MS4 Grant/Loan Funding application
Insurance Certificate of Coverage	Obtain from your insurance carrier. You must provide this insurance document to indicate that you have coverage meeting the requirements of Paragraph 17 of the Grant Agreement. Note: The form must list the <i>Department of Environmental Services</i> as an additional insured in the certificate holder box and the expiration date should be at least 4 months out from when you are executing your grant documents.	Already provided by Primex and included in grant packet.
Certificate of Existence or Good Standing*	<b>*Municipalities and government subdivisions are exempt from this requirement.</b> All other entities must be registered to do business in NH, and in good standing with the Secretary of State's office.	Not applicable to Town of Raymond.
Vendor Code	Grantees must have a Vendor Code. <u>If you have received payments from DES in the past, you should already have a Vendor Code. If not, you will need to register for your Vendor Code online at:</u> <a href="https://admin.state.nh.us/purchasing/vendorregistration/">https://admin.state.nh.us/purchasing/vendorregistration/</a>	Already have State Vendor Code.

**Please send documents by June 1, 2023 to:**  
Kathie Bourret  
Wastewater Engineering Bureau, Water Divisions  
NH Department of Environmental Services  
29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

**Contact:**  
[Kathleen.A.Bourret@des.nh.gov](mailto:Kathleen.A.Bourret@des.nh.gov)  
Phone (603) 271-2902  
Fax (Not provided)

# Asset Management

*Improving the understanding and performance of drinking water, wastewater and stormwater assets.*

Asset Management is about delivering a specified level of service to customers and regulators at an optimal life cycle cost and an acceptable level of risk with a strategy that ensures long-term sustainability of public assets. NHDES' mission is to establish a centralized location to provide information, technical assistance and funding opportunities to assist communities with the development of sustainable asset management programs. The guidance documents listed on the right are helpful documents to start with.

The development of an asset management plan and implementation of the asset management program can help reduce operating risks and address infrastructure challenges as the infrastructure continues to age and deteriorate. Asset management enables an organization or a community to examine the need for each asset as well as the performance of the assets. This, in turn, allows the individual systems to self-evaluate their needs and funding strategies.

The ultimate goal of using asset management is to create a shift from "reactive" management of a community's assets to "proactive" management, thereby increasing the impact of community water infrastructure investments. This is an important step toward building sustainable communities. Asset management should not be limited to water infrastructure, but moreover could be utilized to proactively manage all community assets.

## **Is it a Plan or a Program?**

Asset Management is both, a plan and a program. An asset management plan is an integral part of an asset management program. You have to start by developing an idea into a plan. The plan is a written document that is detailed, task-specific and includes a description of steps already taken or steps to be taken. The data included in an asset management plan is static, up-to-date at the time the plan was written. The asset management plan is one piece of an asset management program, albeit a significant piece.

An asset management program combines the asset management plan with a method of delivery and a process. The method of delivery will include the tool(s) to be used to manage the assets such as an excel spreadsheet or asset management software. The process will include the methods or standard operating procedures developed to make sure that the delivery method is used as prescribed. In short, the program is the actual continuous implementation of the plan.



## ARPA/CWSRF Asset Management Grant Guidance Document October 2022

Through the available American Rescue Plan Act (ARPA) funding and the Clean Water State Revolving Fund (CWSRF), the New Hampshire Department of Environmental Services (NHDES) is currently offering **grant opportunities** for the development of an asset management program (AMP) for wastewater and/or stormwater assets.

### ARPA/CWSRF Asset Management Grant Guidance Document October 2022

Complete grant applications will be reviewed and processed in the order they are received. **Work scopes, schedules for completion of work, budgets and report phase engineering contracts must be pre-approved by NHDES prior to submitting the ARPA grant application and prior to initiating work.** The additional steps that must be taken **PRIOR** to submitting the ARPA grant application. Full descriptions of these steps can be found in the congratulation letter.

- **Attend an Informational Session.**
- **Authority to Accept Grants Funds.**
- **QBS Procurement Process (if applicable).**
- **Engineering Contract (if applicable).**
- **Work Scope Approval – see Attachment A for more details.**

### ADDITIONAL INFORMATION

**NHDES Involvement:** The following NHDES coordination and oversight is required. At a minimum, NHDES *must* attend the:

- Kick off meeting.
- Level of Service workshop.
- A minimum of one training session.
- Wrap-up presentation to the utility management and decision makers.

NHDES staff will also be requesting periodic status updates from those doing the work. NHDES must also be notified in advance of other meetings and trainings relative to the project and may attend as time allows.

**Required Deliverables:** All AMPs, while having the same core elements from one community to the next, are community specific. NHDES encourages the community to use this funding to:

- Focus on developing a **complete community-specific “decision making tool”** that will help the community better manage its valuable water infrastructure assets.
- Improve communication with all stakeholder groups relative to the value of the assets owned and the services provided.

The following deliverables are required to be prepared for use by the community and must be submitted for review by NHDES and the community a **minimum of 60 days prior** to the wrap up presentation.

- A summary of key decision points made during the development of the AMP and **other key information as described in each section below.** The overall summary document will be the user manual developed for the community (community user manual) for their reference as they continue to use and expand on the AMP developed.
- Standard operating procedures (SOPs) including identification of specific staff positions that will be responsible for continuing use of the AMP. SOPs may be in written, video or another format. The format(s) used should be based on the needs of the community.
- GIS files (if applicable) developed for the AMP.

**ARPA/CWSRF Asset Management Grant Guidance Document**  
**October 2022**

**AMP Development Schedule:** The AMP development work described above must be completed by the Completion Date listed in the grant agreement. The draft community user manual must be submitted to the community and to NHDES for review a minimum of 60 days prior to the wrap up presentation. Due to the nature of these grants, no schedule extensions can be accommodated. Disbursement requests may be submitted no more frequently than monthly throughout the grant period with the following milestones of the program development:

- Submission of draft deliverables to community/NHDES to review (maximum 75% disbursed).
- End of program development when everything is complete (remaining 25% disbursed).

All final disbursement requests must be dated prior to the Completion Date in the grant agreement to be approved for disbursement.

**Questions/Contact Information:**

For wastewater and stormwater projects/questions/approvals, contact:

Eliza Styczynski at [Eliza.J.Styczynski@des.nh.gov](mailto:Eliza.J.Styczynski@des.nh.gov)

For CWSRF Grant Administration questions, contact:

Kathie Bourret at [Kathleen.Bourret@des.nh.gov](mailto:Kathleen.Bourret@des.nh.gov)

For ARPA Grant Administration questions, contact:

Sarah Ridyard, PE at [Sarah.B.Ridyard@des.nh.gov](mailto:Sarah.B.Ridyard@des.nh.gov)

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Raymond		<b>1.4. Grantee Address</b> 4 Epping Street, Raymond, NH 03077	
<b>1.5. Grantee Phone #</b> 603-895-7007	<b>1.6. Account Number</b> 03-44-44-441018-5566-072-500574	<b>1.7. Completion Date</b> July 1, 2025	<b>1.8. Grant Limitation</b> \$30,000
<b>1.9. Grant Officer for State Agency</b> Kathie Bourret, CWSRF Federal Provisions Administrator		<b>1.10. State Agency Telephone Number</b> 603-271-2902	
If Grantee is a municipality or village district: "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."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Ernest Cartier Creveling, Town Manager	
<b>Grantee Signature 2</b> NA		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b> NA		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert Scott, Commissioner NH Dept. of Environmental Services	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>  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"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee 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 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail 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 Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.
    - 17.1 The Grantee 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
  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 Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



**EXHIBIT A**  
**SPECIAL PROVISIONS**

**BASE CWSRF – FY 2022 STATE Clean Water SRF Grant**

Federal Funds paid under this agreement are from Grants to the State from the U.S. Environmental Protection Agency, Clean Water State Revolving Fund Technical Assistance funds under CFDA #66.458. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID generated by SAM.gov.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

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Date \_\_\_\_\_

**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of Form Number G-1.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the

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information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use 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). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. 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).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. 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.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or

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(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

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**OTHER SPECIAL PROVISIONS**

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Subparagraph 17.1.2 of the General Provisions** shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death, or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.
  2. **Changes to the Scope of Services** or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).
  3. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
  4. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
  5. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.
  6. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
  7. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of

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authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.”

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Raymond will use the Clean Water Grant Program to develop and implement an Asset Management Program (AMP) for the Town of Raymond SW infrastructure in accordance with the State of New Hampshire Department of Environmental Services Wastewater Engineering Bureau Asset Management Program. The focus of the AMP will be to develop a complete community specific decision-making tool related to the assets of the stormwater collection system.

The Program will include the following core elements:

- Vision Statement and Stakeholder Group Identification
- Asset Inventory
- Level of Service Workshop
- Prioritization of Assets
- Life Cycle Cost Analysis
- Funding Strategy
- Implementation Plan
- Communication Plan
- Staff Training
- Wrap Up Presentation

Deliverables include the list below and will be submitted as DRAFT to NHDES and the community a minimum of 60 days prior to the wrap up presentation:

- A summary of key decision points made during the development of the AMP and other key information as described in the guidance document. The overall summary document will be the user manual developed for the community (community user manual) for their reference as they continue to use and expand on the AMP developed.
- Standard operating procedures (SOPs) including identification of specific staff positions that will be responsible for continuing use of the AMP.
- GIS files developed for the AMP (if applicable).

Additional details relative to the AMP development and deliverables are described in the October 2022 Clean Water Grant Program Asset Management Grant Guidance Document.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT C**  
**METHOD OF PAYMENT**

The NHDES shall pay to the Grantee the total reimbursable program costs up to the Grant Limitation of \$30,000 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the CWSRF Reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made. NHDES shall reimburse up to 75% of the total Grant Limitation prior to the submission of Draft Deliverables to NHDES and the remaining 25% will be reimbursed upon NHDES Approval of Final Deliverables.

All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials \_\_\_\_\_

Date \_\_\_\_\_



# Certificate of Vote of Authorization For ARPA Grants

VERSION 1.6

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## INSTRUCTIONS

NHDES-C-10-003

September 2022

This form is intended for use by applicants who have received notice of and have submitted the ARPA grant funding application from NHDES. Following receipt of a complete application, NHDES will prepare a Grant Agreement to be signed by the applicant and returned along with the completed Certificate of Vote of Authorization.

A Certificate of Vote of Authorization is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement has the authority to do so. This form must be submitted with the final grant agreement documents. All grant funding programs will need to submit a Certificate of Vote of Authorization. This form must be signed within 30 days of the Grant Agreement.

Grant Agreements will require approval by Governor & Council.

If the applicant is applying for a loan through the Drinking Water State Revolving Fund (DWSRF) or the Clean Water State Revolving Fund (CWSRF) in addition to the ARPA grant funding the loan application process must be followed concurrently with the grant application.

Because of the time constraints set in place for ARPA funding by the US Department of the Treasury, NHDES is requiring that the final ARPA grant application and loan application (if applicable) be submitted by the grant deadline as sent in original grant offer. Failure to do so may jeopardize any ARPA funding offer.

Drinking Water Projects mail the original completed form to:

NHDES Drinking Water and Groundwater Bureau Attn: Johanna McKenna  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

Clean Water (Wastewater and Stormwater) Projects mail the original completed form to:

NHDES Wastewater Engineering Attn: Alysha Clark  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

## CONTACT INFORMATION

### Contact

Drinking Water Projects:  
NHDES Drinking Water and Groundwater Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
Clean Water (Wastewater and Stormwater):  
NHDES Wastewater Engineering  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

## CONTACTS

Drinking Water Projects: Johanna McKenna  
Email: [dwsrf@des.nh.gov](mailto:dwsrf@des.nh.gov)  
Phone: 603-271-2513  
Clean Water Projects: Alysha Clark  
Email: [alysha.p.clark@des.nh.gov](mailto:alysha.p.clark@des.nh.gov)  
Phone: 603-271-7598

## ADDITIONAL LINKS

NHDES Drinking Water State Revolving Fund  
NHDES Clean Water State Revolving Fund  
2021 American Rescue Plan Act (ARPA) Wastewater  
and Stormwater Grant Application



CERTIFICATE OF VOTE OF AUTHORIZATION
GRANTS ONLY



American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:

- 1. Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.
2. Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.
3. The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.
4. Mail original COV and Grant Agreement documents to program contact at NHDES.

Certificate of Vote of Authorization

TOWN OF RAYMOND
4 EPPING STREET, RAYMOND NH 03077A

I, Alissa Del Tufo Welch of the Town of Raymond do hereby certify that at a meeting held on May 8, 2023, the Town of Raymond's Board of Selectmen voted to enter into a ARPA/Clean Water State Revolving Fund Asset Management Grant agreement with the New Hampshire Department Environmental Services to fund a Asset Management Program project.

The Town of Raymond further authorized the Town Manager, Ernest Cartier Creveling, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Charwoman of the Board of Selectmen of the Town of Raymond, the \_\_\_ day of May 2023.

Alissa Del Tufo Welch

Signature:

On this \_\_\_ day of May 2023, Sharon Baker, before me (Notary Public) the undersigned Officer, personally appeared. Alissa Del Tufo Welch, who acknowledged herself to be the Chairwoman of the Board of Selectmen of the Town of Raymond, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Sharon E. Baker My commission expires: March 8, 2028

## **Raymond, NH – Stormwater Asset Management Program**

### **American Rescue Plan Act (ARPA) Planning Grant**

#### **DRAFT Plan of Study for NHDES Approval**

##### Vision Statement or Summary of Project Goals:

The Town recognizes that a successful Asset Management Program (AMP) is meant to be a tool that provides utilities with critical information on increasing the efficiency and reliability of their assets while reducing the overall costs of ownership. For the program to be sustainable, the utility must be highly engaged with the program's development. Buy-in from town stakeholders is critical for the program to be put into action and maintained into the future. Consistent updates to the program will ensure that the desired level of service for each asset is maintained throughout the asset's life, incorporating planned maintenance, replacement, or upgrades.

The goal of the project is to develop an inventory of the Town's drainage system assets in the portion of the town that is designated as urbanized based on 2010 census data and is therefore regulated under the Town's General Permit for Stormwater Discharges from their Municipal Separate Storm Sewer System (MS4 Permit). The Town does not currently have a comprehensive map of their storm drain system. This map will be built using available record information and supplemented with field investigations to inventory existing stormwater assets. Based on review of available information and information collected as part of the field assessment, an evaluation of future maintenance, repair and replacement needs will be developed. The stormwater infrastructure inventory will be utilized to develop an AMP that includes level of service and life cycle cost analyses, as well as implementation and communication plans, to ensure the Town's stormwater assets are properly maintained and operated to minimize the risk of failure and protect public health and the environment. Asset Management Software provided by Beehive Industries will be utilized as part of this effort, as this software is currently being utilized by the Town in managing their water distribution system.

The AMP will be developed in accordance with the October 2022 NHDES ARPA/CWSRF Asset Management Guidance Document.

##### Breakdown of Tasks:

###### Task 1 – Kick-Off Meeting

A virtual kick-off meeting will be held the Town; the Town's consultant, Weston & Sampson; and NHDES at the start of the project. The Town will address the high-level purpose of the AMP, including any key assumptions and guiding principles governing the asset management program, during the kick-off meeting. At this time, a list of stakeholders will also be identified for inclusion in the Level of Service workshop.

###### Task 2 – Stormwater Asset Inventory and Mapping

The Town, through their consultant, Weston & Sampson, will review both drainage asset information collected for Raymond through the New Hampshire Statewide Asset Data Exchange System (NH SADES), as well as drainage record drawing information, where available, of the Town's drainage system within the MS4-regulated area that is under the Town's jurisdiction. This effort will be supplemented with field investigations to develop a map of the Town's drainage system within the MS4-regulated area. Up to 18 hours for a two-person team (36 hours total) will be spent in the field proceeding street by street within the MS4 urbanized area capturing the locations of drain manholes and catch basins utilizing Global Positioning System (GPS) technology at a nominal accuracy of +/- 1 ft. Streets will be prioritized based on knowledge of known drainage infrastructure as provided by town personnel. In addition, information collected under the Town's 2021 ARPA Grant-funded project, which includes stormwater planning tasks related to MS4 Permit compliance, will include an inventory and condition assessment of outfalls in MS4 regulated areas, and mapping of structural BMPs. This information will also be incorporated into the overall drainage infrastructure inventory, along with the catch basin data previously collected by the Town. The SOP on data collection developed through the NH SADES will also be utilized.

###### Task 3 – Level of Service (LOS) Analysis

The Town, with assistance from their consultant, Weston & Sampson, will define and establish the desired level of service for different stormwater assets. The interplay between community expectations and available/necessary funding is key to this exercise. A Level of Service statement provides an opportunity to frame the expectations of the stormwater system and prioritize capital improvement projects accordingly. To establish the level of service, a LOS workshop will be held with stakeholders. The workshop will occur within the first quarter of the AMP framework development and will include attendance by NHDES staff.

In addition, the condition, typical life span, and remaining useful life of the asset will be determined, where feasible. Additional key indicators and performance measurements to be utilized in establishing the level of service for assets may include (if information is available):

- Age of infrastructure;
- Existing stormwater system capacity based on Instances of surface flooding and associated capacity limitations;
- Frequency of flooding onto private property and insurance claims;
- Impacts as they relate to permit requirements and associated regulatory changes;
- Water quality of receiving water or other water quality complaints;
- Areas of planned growth; and
- Infrastructure failures.

#### Task 4 – Prioritization of Assets & Life Cycle Cost Analysis (LCCA)

The Town, through their consultant, Weston & Sampson, will determine the asset's risk of failure based on potential for failure and the impact on the system. Asset prioritization will be established based on the risk of failure. An asset table will be developed for each asset that includes asset characteristics, condition, criticality rating, useful life and replacement costs. A Priority List of Assets (PLA) will be created for a five-year annual budget period. The LCCA will include an analysis of the life cycle costs of each critical asset including capital costs (major rehabilitation or replacement of the asset), operation and maintenance costs of the asset over its useful life, and final disposal costs for the assets. An order of magnitude life cycle cost will be determined for each asset class, along with the estimated useful life. Understanding the life cycle cost of an asset will allow the Town to:

- Move from reactive maintenance to predictive maintenance.
- Know the associated costs of asset rehabilitation vs. replacement.
- Allocate funds accordingly based on asset condition, useful life, and criticality.

Using the above evaluation data, the Town will determine the total level of investment required to achieve the Level of Service determined as part of the AMP.

#### Task 5 – Budget and Financing Strategy

The Town, through their consultant, Weston & Sampson, will review the long-term funding needs, established by the PLA with the level of funding available. Weston & Sampson will review the Town's existing funding available and allocated to utility operation and maintenance to determine if changes are needed to implement the Asset Management Program as a regular line item in the Town's operating budget for the Town's stormwater system. Recommendations will be made to meet long-term funding needs required of the Asset Management Program, including available grants and alternative funding sources such as the implementation of a stormwater utility and/or establishment of public/private partnerships.

#### Task 6 – Develop Implementation Plan

The Town, through their consultant, Weston & Sampson, will develop an implementation plan which outlines critical tasks to ensure the Asset Management Program continues effectively. The implementation plan will include standard operating procedures related to maintenance and repair activities, as well as monitoring and updating the inventory and risk assessment on an ongoing basis. The implementation plan will also identify Town staff responsible for implementing the Asset Management Program.

#### Task 7 – Develop Communication Plan

The Town, through their consultant, Weston & Sampson, will develop a communication plan to inform stakeholders about the Asset Management Program. The Plan will include recommended communication methods, frequencies, and sample formats to be shared with each stakeholder group. The Plan will outline a timeframe for completion of deliverables.

#### Task 8 – Software and Training

The Town of Raymond currently utilizes Beehive Industries Asset Management Software for the operation and maintenance of their water distribution system. To maintain continuity, the Town would like to use this same software to operate and maintain the Town's stormwater system assets. As such, the Town would expand on their existing Beehive Asset Management software to include the purchase of the stormwater with MS4 module, which will provide the Town with access to up to six (6) specific forms and up to six (6) reports tailored to the operation and maintenance needs of the Town's drainage system, and compliance with the Town's MS4 Permit. The costs provided herein constitute a one-time deployment fee. The Town will be required to pay for future renewals one-year after agreement execution.

Beehive Industries will provide remote assistance in installing the specified software on a computer provided by the Town of Raymond. Beehive Industries will also provide unlimited remote training sessions and support on the Beehive Stormwater Asset Management software. One of the virtual training sessions will be attended by NHDES staff.

#### Task 9 – Community User Manual

The Town, through their consultant, Weston & Sampson, will prepare a draft Community User Manual summarizing the work completed for review by NHDES. Any comments provided by NHDES will be incorporated in the final Community User Manual. The Manual will include the following components:

- Overview of the Software Selection Process;
- Overview of the Asset Inventory Process, including selected naming convention and a plan for locating missing assets in the future;
- LOS Goals, Stakeholder Groups, and a process for evaluating current and future LOS goals;
- Asset Prioritization Methodology and process for future maintenance of the asset inventory by the community;
- Life Cycle Cost by Asset (LCCA) Type, and how the LCCA will be maintained going forward;
- 5-year PLA;
- Long-term Funding Strategy;
- Implementation Plan;
- Communication Plan; and
- A summary of training conducted as part of the Asset Management Program Development, as well as Software Standard Operating Procedure for Updates and Maintenance of the Beehive Asset Inventory.

#### Task 10 – Wrap-Up Presentation

The Town and their consultant, Weston & Sampson, will conduct one (1) final presentation of the Asset Management Program with attendance by both municipal staff responsible for implementing and maintaining the Asset Management Program and NHDES staff. The presentation will focus on the utility and community management, and be made available to the public for their viewing and also provide an opportunity for the public to participate. An electronic copy of the presentation will be submitted to NHDES prior to the wrap-up presentation.

**Cost Allocation**

<b><u>Breakdown of Cost by Service or Expense</u></b>	<b><u>Total Cost</u></b>
Weston & Sampson Professional Engineering Services  (Includes \$393 for Transportation/Mileage for Weston & Sampson)	\$24,984
Beehive Industries Asset Management Software (includes purchase of stormwater w/MS4 module and unlimited remote training & software support)	\$4,840
Field Equipment Rental (GPS unit)	\$176
<b>Total Cost:</b>	<b>\$30,000</b>

1. Rental of field equipment will follow NHDES procurement guidelines.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Raymond 4 Epping Street Raymond, NH 03077		<i>Member Number:</i> 277	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence	\$5,000,000	
			General Aggregate	\$5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease – Each Employee	\$2,000,000	
			Disease – Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 2/21/2023    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Refusal of Drinking Water and Groundwater Trust Fund  
Grant/Loan Package for Raymond Water Utility Deficiency  
Repair Work**





# TOWN OF RAYMOND

## Select Board

4 Epping Street  
Raymond, NH 03077  
Telephone: (603) 895-7007

June 26, 2023

Cheryl Bondi, Ph.D.  
P.O. Box 95  
29 Hazen Drive  
Concord, NH 03302-0095

Dear Dr. Bondi,

We regret to inform you that the Town of Raymond will be foregoing the opportunity for funding through the Drinking Water and Groundwater Trust Fund for which the Town applied and was notified of via letter dated November 18, 2022 of eligibility for the following amounts:

**Project Description**

**Funding Award Amount**

New Water Storage Tank (Replacement)

Up to \$875,000 in grant funds

Up to \$2,625,000 in loan funds

Thank you for the opportunity. Hopefully, the Town will come to an agreement on how to responsibly correct the deficiencies in the municipal water utility, as directed by the Administrative Order issued by the New Hampshire Department of Environmental Services and by the demand for a Corrective Action Plan to address deficiencies in water supply.

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Alissa Welch, Chair

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Carlos Maldonado, Vice Chair

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George Plante

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Dennis Campbell

---

Patricia Bridgeo

## **Taft Way – Permission to Obtain a Building Permit**

All the Board needs to do this evening is to allow the applicant to present to you. The supporting documentation that follows this cover sheet contains the background information you will need. If you have questions, please let me know before the meeting, so I can have the answers for you.



# TOWN OF RAYMOND

Town Manager

4 Epping Street

Raymond, NH 03077

Telephone: (603) 895-7007

June 5, 2023

## Taft Way

**Issue:** Taft Way is a platted subdivision approved by the Raymond Planning Board in 1984. As part of that subdivision, extensions to both Taft and Coolidge Ways were approved. Subsequently, in 2002, the Board of Selectmen accepted a list of roads, which included Taft Way. The motion at the time did not specify any kind of partial acceptance. Looking at RSA 674:41 (b) (2) defines the conditions under which Taft Way does provide frontage for this lot. As a result of this parcel and unpaved extension of Taft Way meeting the description under that RSA section, this lot does have frontage on a town road. The actions that would need to occur in order for the Select Board to be able to grant permission to issue a building permit are in accordance with RSA 674:41.

According to research that was conducted back in 2017 (information is in your Teams folder that Karrie-Ann has set up), this is in fact a lot with legal frontage. This information was sent to the ZBA's attorney initially, because the applicant originally thought they would have to apply for a variance, but given that it meets the statutory definition of having frontage, the applicant is asking the Select Board for permission to construct part of their driveway over the unpaved portion of Taft Way to get to the paved cul-de-sac. It has been recommended that the Select Board review this under RSA 641:41, and because this subdivision was approved with an extension of Taft Way, which was not improved at the time. I have been through the and I found advice given to the applicant by the Planning Board at the time. The minutes state:

*"Mr. Robbins was advised that the portions of roads located would have to be brought to town standards or a variance received to locate a home on a road other than a town road."*

**Legal Advice:** At this point it is out of the Planning Board's jurisdiction, but it is a platted road and does provide frontage according to RSA 674:41. According to both the ZBA attorney and the Select Board's attorney, allowing them to proceed with a limits of liability approved by legal counsel, executed and recorded at the registry of deeds is the process that the Town should follow.

Survey and Lot Subdivision  
for

# Robbins Estates

East Drive

Raymond, Rockingham County, New Hampshire  
Scale: 1 inch = 100 feet  
MAY 1983

APPROVED FOR SUBDIVISION  
BY THE RAYMOND PLANNING BOARD  
ON DATE 4/12/83  
CERTIFIED BY: Stephen Allen CHAIRMAN  
AND/OR \_\_\_\_\_ SECRETARY

Taft Road

Condo Locked  
No Lead  
Frontage

CHESTER & MARY ROBBINS SR.  
TAX MAP 6 LOT 51  
AREA: 2,823,345.8 sq ft  
60.22 AC

DEED REFERENCE  
DANIEL & RUTH CAMPBELL TO  
CHESTER & MARY ROBBINS  
VOL - 2342 PAGE 08502 JULY 79

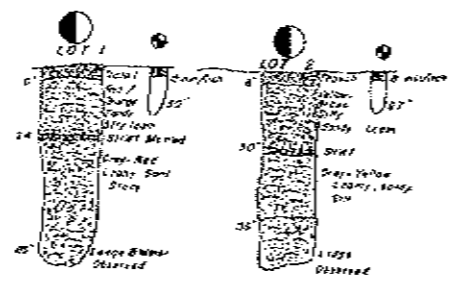
Now or Formerly  
ALBERT B. KING  
Tax Map 5 Lot 60

Now or Formerly  
ALBERT B. KING  
Tax Map 5 Lot 60

See NH Dept. of Public Works Plan  
No. PFD-38-21, Sheet 22 of 23, &  
Subsequent County Register of Deeds  
Vol. 20-2023, Page 17-17-23

Now or Formerly  
LYMAN & FAYE HAMMOND  
TAX MAP 5 LOT 55

**SOIL DATA:**  
45B = Marlbank clay fine  
Sandy loam 3-8% Slopes  
547B = Leicester Silty Loam  
3-8% Slopes  
See Rockingham Soil Survey Sheet #18



**Surveyor Certification**  
I hereby certify this plat to be correct and accurate based upon field procedure and deed research.  
Ronald J. Hatch  
Ronald J. Hatch, P.L.S.



**Ron Natoli Associates**  
814 Elm St., Suite 410, Manchester NH  
(603) 667-3121

D-12345

RE: ZBA

Joe Driscoll <joe@mitchellmunigroup.com>

Wed 4/12/2023 11:03 AM

To: Christina McCarthy <cmccarthy@raymondnh.gov>

Hi Chris,

Just wanted to sum up our discussion yesterday regarding Taft Way.

The variance application that has been filed presents an issue to the Town, based on Taft Way itself. The owner of Map 16 Lot 2-4, has requested a variance from the road frontage requirement because the property does not physically abut the cul-de-sac at the end of Taft Way. However, based on the subdivision plan (D-12345) this lot was approved based on Taft Way coming up further and actually being the property boundary for this parcel. So "on paper" there is potentially road frontage.

Based on the BOS minutes that I received, it appears that Taft Way was accepted by the BOS on April 15, 2002, in a motion that included numerous other properties. Consequently, the question becomes, what did the Town accept? The subdivision plan (included in the application) shows Taft Way, and based on caselaw a dedication of a road can occur by filing a subdivision plan with the road on it, with the planning board. So if that subdivision plan was the dedication that was subsequently accepted in 2002, then the entirety of Taft Way indicated on that plan is a Town road. Therefore, the lot would have frontage on the road. The applicant would then simply need permission to build the contemplated portion of his driveway in that area to connect with the present cul-de-sac. It would then appear that no variance would be required.

If there was a different dedication/mechanism that this was accepted under, then the analysis could change, and the Town road may be limited to the actual pavement on the ground. However, of note (but not likely controlling) is that the Town's tax maps include the entirety of Taft Way on the Plan, not simply the current paved portion.

I would recommend bringing this road ownership issue to the applicant's attention, so that they can do the necessary research to make the decision as to what they do. Importantly however, I would just note that if the Town accepted the entirety of Taft Way, then there can be the issue raised by the applicant that he is supposed to have a class V road in front of his property.

Additionally, as this is likely to go to the Selectboard for them to address, I would recommend giving me the authority to discuss this issue with the Selectboard's counsel so there isn't any confusion as to the issue that has been raised.

Let me know if there are any questions and I hope all is well.

Best regards,

Joseph H. Driscoll IV, Esq.  
Mitchell Municipal Group, P.A.  
25 Beacon Street East  
Laconia, NH 03246  
(603) 524-3885  
Fax (603) 524-0745  
[www.mitchellmunicipalgroup.com](http://www.mitchellmunicipalgroup.com)



**From:** Keriann Roman <KRoman@dwmlaw.com>  
**Sent:** Wednesday, May 3, 2023 10:42 AM  
**To:** Ernest M. Cartier Creveling <townmanager@raymondnh.gov>  
**Subject:** FW: DWPermitAppandPastTaftExplanation.pdf

Ernie,

If this owner is an abutter to the paper street portion of Taft that was never developed, he is presumed to own title to the center of a street or way and thus could install a driveway on it, if all other Town requirements are met.

As to future Road acceptance, Yes, the Town retains the Right to accept this additional portion of Taft way and upgrade it. But we can't legally use that as a reason to deny access to this lot.

I can't tell if he has a 674:41 problem – does his lot abut on the finished portion of Taft? If it does *not*, then while the Planning Board approval of the original plan gives still gives this owner the right to build on a lot for which that paper street provides the sole access (that is, frontage). RSA 674:41, I(b), the buildings on a such a street approved by the planning board cannot be used or occupied until the street has been completed to the specifications mandated by the planning board, which this portion of the road has not been so upgraded. So, in THAT case, he will need BOS 674:41 approval to build on this lot using this driveway as access to the upgraded portion of Taft.

**Keriann Roman**  
Attorney

☎ | 603.792.7419  
KRoman@dwmlaw.com

RAYMOND PLANNING BOARD MINUTES

APRIL 12, 1984

The special meeting of the Raymond Planning Board was called to order at 7:40 p.m.

Mr. Robbins presented his final plan to the board with all corrections made. Chairman Steven Sloan signed the plan with acceptance of the board. Three (3) copies of the plans were provided the board for their use and Mr. Robbins retained the mylar for recording purposes. A check was received for \$12.00 for sub-division and recording fees. Mr. Robbins was advised that the portions of roads located would have to be brought to town standards or a variance received to locate a home on a road other than a town road.

Mr. Panzarri came before the board and advised the board that he and his brother are in the process of buying lot 42 map 3 of the Raymond Tax maps. He indicated their interest in sub-dividing the land into various size lots from 2-5 acres in three phases of construction over the next several years. At his request, he was provided a sub-division check list and offered the board that Richard Ladd will be engineering the project. The board then advised Mr. Panzarri that Richard Ladd was quite aware of all requirements of the board and they expressed confidence in him.

Mr. Roscoe Finch of Metropolitan Foods addressed the board and that he had applied for and received a building permit nine (9) months ago and has recently been advised by the building inspector that it had been revoked due to the lack of construction start during the required six (6) month period. Mr. Finch approached the building inspector to re-apply for a permit and was told in the interim the planning board had adopted site plan review. The building inspector referred him to the planning board for a decision on his needing site plan review.

Alternate Ralph Stead arrived late at 8:00 p.m.

The building inspector was present at the meeting and advised the board that he had conducted somewhat of a site survey at the time of the original permit. He also advised the board that Mr. Finch had been very cooperative and that he and Mr. Finch walked the site to determine best location and size of building relative to parking, driveways and lot lines.

It was decided that Mr. Finch should be allowed to continue with his construction and will return to the May 3, 1984 meeting to apprise the board of his construction plans that was agreeable to board members and Mr. Finch.

**RAYMOND BOARD OF SELECTMEN MINUTES 04/15/02**

The meeting was called to order at 7:00 p.m. by Chairman Harold Wood. Members present: Norm Weldy, Wayne Welch, Paul Brown and Jonathan Wood. Also present: Town Manager Richard C. Bates.

Chairman Harold Wood led a salute to the flag and a moment of silence for departed citizens Tammy Runcie and David Welch.

**ANNOUNCEMENTS**

State of New Hampshire paving schedule includes Route 156 and Route 27.

**PUBLIC FORUM**

Bill Kelley stated he did research and found that \$27,620 was allocated for the monument by a vote of the people at Town Meeting in 2000. There was also an Article 8 in the amount of \$1,500 for the monument in a CIP fund. He asked why the Town didn't place additional funds into this CIP this year. Chairman Harold Wood stated that if we didn't use the money it would have been returned to the general fund. Town Manager Bates stated that he would check on this.

Bill Kelley asked if the gazebo repairs were bid on and if the columns will be square or round. Town Manager Bates stated that the columns are square and the project only needs to be painted. Chairman Wood stated that this was not put out to bid because the labor and materials were donated.

Bill Kelley complimented the work that was done on the plaques and urged citizens to take a look at them.

**COMMITTEE REAPPOINTMENTS**

The Board of Selectmen met briefly with the Board members due for reappointment and took the following action on each:

Cemetery Committee – Linda Weldy & Ed Martini

MOTION: Selectman Welch made a motion to reappoint Linda Weldy to the Cemetery Committee. The term of office shall expire on April 30<sup>th</sup>, 2005. Selectman Brown seconded. Voted unanimously in the affirmative. Selectman Weldy abstained.

MOTION: Selectman Weldy made a motion to reappoint Ed Martini to the Cemetery Committee. The term of office shall expire on April 30<sup>th</sup>, 2005. Selectman Brown seconded. Voted unanimously in the affirmative

Zoning Board of Adjustment - Robert Gonser & Sharon Weldy

MOTION: Selectman Weldy made a motion to reappoint Robert Gonser to the Zoning Board of Adjustment. The term of office shall expire on April 30<sup>th</sup>, 2005. Selectman Jonathan Wood seconded. Voted unanimously in the affirmative.

APPROVED 05-06-02



**RAYMOND BOARD OF SELECTMEN MINUTES 04/15/02**

MOTION: Selectman Brown made a motion to reappoint Sharon Weldy to the Zoning Board of Adjustment. The term of office shall expire on April 30<sup>th</sup>, 2005. Selectman Wood seconded. Voted unanimously in the affirmative. Selectman Weldy abstained.

Conservation Commission- Assunta Ege

MOTION: Selectman Brown made a motion to reappoint Assunta Ege to the Conservation Commission. The term of office shall expire on April 30<sup>th</sup>, 2005. Selectman Weldy seconded. Voted unanimously in the affirmative.

**WATER LINE REPAIR PROGRAM**

Representatives from Pennichuck Water met with the Board of Selectmen to discuss offering a water line repair program to all water users in the Town of Raymond.

They distributed pamphlets describing the water service repair program that Pennichuck offers to all its customers. This program allows the user to pay a reasonable yearly rate that guarantees that if they have any problem with their water service either the provider or Pennichuck will repair or replace the service.

Pennichuck would like to extend this program to Raymond Water Department users since they already have subscribers in Raymond on their own two community systems. They requested that the Town include the provided information in each water bill and prepare a cover letter explaining the program to our users.

Public Works Director McCarthy stated that he believes this is an excellent service to offer the water users. It is not mandatory but will help those users who take advantage of it to avoid what can be as much as \$2000 to replace a leaking service line. He stated that Pennichuck Water would like to use our customer database for names and addresses to get the information to our water users.

Selectman Welch stated that he would like to review all the material that Pennichuck would like to send out. They agreed and Town Manager Bates will put this on the May 6<sup>th</sup> agenda.

**COMMITTEE REAPPOINTMENTS CONTINUED**

The Board of Selectmen met briefly with the Board members due for reappointment and took the following action on each:

Planning Board - Stephen Sloan

MOTION: Selectman Brown made a motion to reappoint Stephen Sloan to the Planning Board. The term shall expire on April 30<sup>th</sup>, 2005. Selectman Jonathan Wood seconded. Voted unanimously in the affirmative.

**CEMETERY COMMITTEE DISCUSSION**

Ed Martini, Chairman of the Cemetery Committee met with the Board of Selectmen to discuss various issues pertaining to the Cemetery Advisory Board.

APPROVED 05-06-02

### **RAYMOND BOARD OF SELECTMEN MINUTES 04/15/02**

Mr. Martini stated that one of the prime concerns is having enough people that can participate in the meetings on a regular basis. Meetings have been sporadic over the past years. Members show up only to find that there are not enough members to have a quorum. Mr. Martini stated that there is the possibility of abolishing the advisory board altogether. Under the Town Manager form of government, the advisory board is advisory only and not required under the law. The Town can function and run the cemetery without the advisory board.

Town Manager Bates stated that this does not mean that there is not a need to have the board. The board could provide useful input when changes to policy and procedure are necessary as well as for future development issues.

Mr. Martini stated that a long time member Rick Smith should be honored in some way and suggested dedicating the Town Report to him. The Board of Selectmen will take that under consideration.

### **ROUTE 27 EXCAVATION – WILLIAM KELLEY**

Mr. Kelley stated his concerns that Raymond Sand and Gravel has a hole on a lot that has not been filled in. He stated they have been in violation for 45 days and questioned why no action has been taken.

Town Manager Bates stated that the following action has been taken:

APRIL 3RD, 2002

Planner Grassie issued a letter to Mr. Cole for Map 7 Lot 38B notifying him that he may not have filed the required Notice of Intent to Excavate with the Town of Raymond or New Hampshire DRA. Requested he do so or provide a copy of the form.

APRIL 9th, 2002

Planner Grassie issued a Notice of Violation for Map 7 Lot 38B requiring that all excavation and/or reclamation activity on the site cease immediately, that a reclamation plan be submitted to the Raymond Planning Board within 15 days and that the plan comply with the requirements of RSA 155:E and the Town of Raymond Earth Excavation Regulations. Reclamation must be performed in accordance with the approved plan.

Planner Grassie stated that they came in last summer to bring the site down to elevation and there was a plan. Mr. Cole was supposed to bring in a site plan to show all the elevations between his pit, the house lot and RBG. Planner Grassie stated that Mr. Cole kept digging below the water lever. Planner Grassie stated he directed Mr. Cole to work with him to get it corrected. On April 2<sup>nd</sup>, Planner Grassie stated he did an inspection. It was after this that the notices were sent out. Planner Grassie stated Mr. Cole has until April 30<sup>th</sup> to submit a site plan. APPROVED 05-06-02

**RAYMOND BOARD OF SELECTMEN MINUTES 04/15/02**

Chairman Harold Wood stated that there have been violations in the past but Mr. Cole has always corrected them.

Mr. Kelley was very concerned that it took 45 days before a violation was issued. He stated that a child could get hurt in the hole. He asked how can the man break the law and not get him a violation?

Town Manager Bates stated that it was clear that Mr. Cole had ample time to correct the violation and that is why the notices were sent out.

**ACCEPTANCE OF DEDICATED STREETS UNDER RSA 674:40-A**

Chairman Harold Wood read the list of roads the Board of Selectmen need to accept as public streets in accordance with state statute as follows:

- |                   |                  |                   |
|-------------------|------------------|-------------------|
| Ann Logan Circle  | Henry Court      | Park Place        |
| Ashley Court      | Heritage Way     | Quintan Farm Rd.  |
| Bayou Drive       | Hillside Drive   | Randy Lane        |
| Blackberry Road   | Homestead Drive  | Raspberry Road    |
| Blake Road        | Huckleberry Road | Rite Aid Lane     |
| Castle Rock Drive | Industrial Drive | Sargent Drive     |
| Colonial Drive    | Infinity Drive   | Sherburne Drive   |
| Countryview Drive | Jay Court        | Stone Post Circle |
| Crowley Court     | Kellie Lane      | Stone Post Ln.    |
| Edgewood Lane     | Kristopher Lane  | Stoney Brook Ln.  |
| Manor View Drive  | Tanglewood Dr.   | Uneeda Drive      |
| Enterprise Way    | Morgan Farm Rd.  | Coolidge          |
| Feng Drive        | Norrie Drive     | Ventura Drive     |
| Fieldcrest Drive  | Norris Farm Road | Watson Hill Rd.   |
| Genco Way         | Pamela Lane      | Wendover Lane     |
| Greenwood Ext.    | Wildwood Lane    | Pierce            |
| Jennifer Katie    | Otter Poplar     | Glen Ridge        |
| Peachtree Acre    | Juanita          | Donna             |
| Power             | Welch            | Francesca         |
| Donald            | Grout Farm       | Abbey             |
| Clover            | Lakeview         | Sesame            |
| Washington        | Walnut Hill      | Nancy             |
| Lincoln           | Spring           | Kula              |
| Darlene           | Taft             | Paradise          |
| Whitey            | Old Bye          | John              |
| Oak               | David            | Kathy             |
| Meadow            | Richard          | Riverside         |
| Darren            | Saddlepath       | Tamarack          |

**RAYMOND BOARD OF SELECTMEN MINUTES 04/15/02**

**DRAFT**

MOTION: Selectman Weldy made a motion to accept the roads listed above as public roadways under the provisions of RSA 674:40 (a), adopted at the March 2002 Town Meeting. Selectman Brown seconded. Voted unanimously in the affirmative.

**COMMITTEE REPORTS**

Cable – Selectman Welch reported that the open house went well on Sunday.

Recreation – Selectman Welch reported that the Recreation Commission has applied for a grant. The people from the grant walked the site and were impressed. The commission discussed improving parking at the fields.

Selectmen's Institute – Chairman Harold Wood stated that Planner Grassie gave a presentation on Land conservation and the meeting went very well.

Planning Board – Selectman J. Wood reported that the Master Plan was adopted.

**TOWN MANAGER REPORT**

Town Clerk's Office has been extremely busy. They are now licensing dogs.

Public Works Department has started cleanup, work on putting power to the bandstand and environmental audit.

Town Manager Bates attended an Economic Development Conference which was very informative.

Town Manager Bates also attended the State of the State address by the Governor. Water related issues were the main topic of conversation.

**OTHER BUSINESS**

Selectman Weldy announced there will be a Dare Graduation on Friday night.

Bill Kelley stated his concerns about the social security requirements for exemptions. He requested to be on the agenda for May 6<sup>th</sup> as a State Representative.

**APPROVAL OF MINUTES**

MOTION: Selectman Weldy made a motion to approve the minutes April 8, 2002. Selectman Welch seconded. Voted unanimously in the affirmative.

**Non Public**

MOTION: Selectman Weldy made a motion to enter into Non-public session under NH RSA 91:A3,II(c)(d)&(e). Selectman Brown seconded. Chairman Harold Wood polled the Board. Selectman Wood, YES Selectman Brown, YES, Selectman Weldy, YES, Selectman J. Wood, YES, Chairman H. Wood, YES.

APPROVED 05-06-02

**RAYMOND BOARD OF SELECTMEN MINUTES 04/15/02**

The Board of Selectmen entered into Non-public session at 6:46 p.m. Town Manager Bates and Selectmen's Secretary Bette Patterson joined them.

MOTION: Selectman Weldy made a motion to return to public session at 9:59 p.m. to seal the minutes of the non-public session until such time as they are no longer needed. Selectman Welch seconded. Voted unanimously in the affirmative by the remaining Selectmen.

**ADJOURNMENT**

MOTION: Selectman Welch made a motion to adjourn. Selectman Brown seconded. Voted unanimously in the affirmative. MEETING ADJOURNED AT 10:00 P.M.

Respectfully submitted,

Bette Patterson  
Administrative Assistant

APPROVED 05-06-02



DRIVEWAY PERMIT

PAGE 1 of 3

PERMIT NUMBER: \_\_\_\_\_

DATE: 2/28/2023

Is this a temporary permit? [ ] Yes [X] No

Pursuant to NH RSA 236:13, pertinent provisions of the TOWN OF RAYMOND, NEW HAMPSHIRE code, regulations and relevant amendments, anyone wishing to move an existing driveway or install a new driveway to access a Town controlled road must secure an approved DRIVEWAY PERMIT from the Department of Public Works.

Applicant Name: Daniel Perry Builders LLC Fee Paid: 136.00

Applicant Address: 22 Wellington Dr. Hampstead NH 03841 Map/Lot Number: 16/2-4

Cell Phone: 603-216-7056

Email: dpbuilder909@gmail.com PERMIT FEE: \$94.00 TEMPORARY PERMIT FEE: \$16.00

DRIVEWAY INFORMATION:

Driveway Address: Taft Way

Driveway status? New [X] Existing [ ]

Will this driveway provide access to a residential use? Yes [X] No [ ]

Will driveway serve more than one dwelling unit? Yes [ ] No [X]

Will this driveway provide access to a commercial use? Yes [ ] No [X]

Proposed surface material? Asphalt Pavement [X] Concrete Pavement [ ] Gravel [ ]

Will construction impact? Sidewalk [ ] Curbing [ ] Stonewall [X] Tree(s) with Town ROW [ ]

The Applicant / Property Owner, heirs, successors and assigns hereby agree that:

- 1. This driveway shall be installed in accordance with the attached Driveway Design and Construction Standards and any conditions to the approval of this Permit.
2. The Property Owner, heirs, successors and assigns will have continuing responsibility for the maintenance and adequacy of the driveway, grading, drainage, culvert, headwalls, vegetation impacting sight distance and other improvements made in connection with this driveway work.
3. This driveway shall be used for access only. An approval does not authorize parking within the Town Right of Way.
4. The Property Owner, heirs, successors and assigns shall hold harmless the Town of Raymond, its agents, employees and Boards against any action for injury or damage sustained by reason of exercising this DRIVEWAY PERMIT.
5. This parcel shall have no more than one driveway.
6. The final decision regarding driveway location and construction requirements rest with the Director of Public Works.
7. This Permit will expire in 1 year from the approval date if work is not completed per requirements.

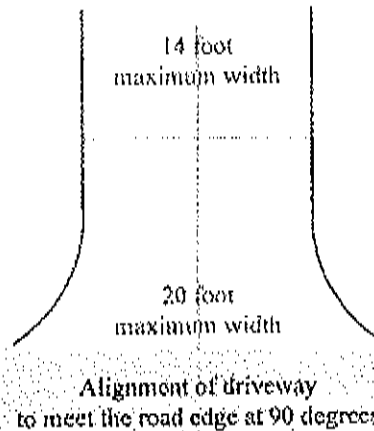
603.519.1272



PERMIT NUMBER: \_\_\_\_\_

Design and Construction Standards

1. Within 25 feet of the Town road, a driveway shall not exceed 14 feet in width and transition to a maximum of 20 feet. The transition shall include a radius at each sideline of the driveway where it meets the road. The radius shall be a minimum of 8 feet.
2. To protect the road edge, all driveways shall be paved for a minimum distance of 10 feet from the road edge for the full width of the driveway and its radius transitions.
3. Pavement shall consist of bituminous asphalt concrete, concrete or smooth paving stones.
4. The driveway surface may change to gravel or other surface types beyond the required 10 foot paved apron.
5. Driveways shall meet the sideline of the street at 90 degrees.
6. Driveway grading at the driveway apron where it meets the road shall slope back away from the road surface at a minimum of 2% slope. No runoff from the driveway shall flow into the road.



CONTRACTOR: Daniel Perry Builders LLC Date: 2/28/2023  
Office Phone Number: 603-329-5622 Cell Phone: 603-216-7056

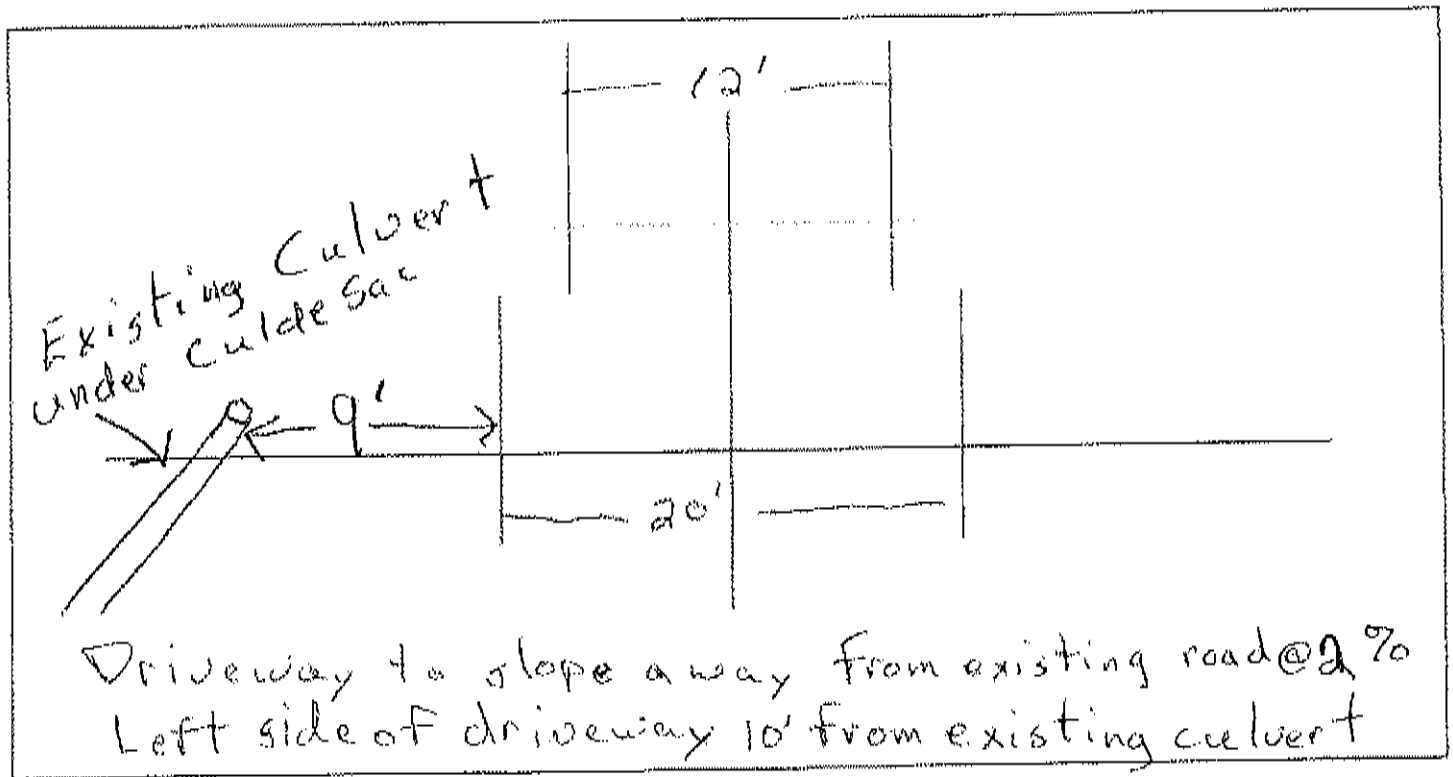
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Date: _____
DIRECTOR OF PUBLIC WORKS: _____		



PERMIT NUMBER: \_\_\_\_\_

Provide a sketch of the proposed driveway location, dimensional and topographic information.

1. Location information to include horizontal distance from the point where the driveway center line meets the edge of the road to a nearby fixed landmark such as a utility pole.
2. Dimensional information to include driveway width at the street, width at a point 10 feet in from the edge of the road pavement, radius, overall length of driveway.
3. Topographic information to identify whether the driveway profile will travel higher than the road surface or drop below the road surface. Provide information regarding existing road side drainage facilities.



CONDITIONS OF APPROVAL:





The State of New Hampshire  
Department of Environmental Services

Robert R. Scott, Commissioner



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WETLANDS AND NON-SITE SPECIFIC PERMIT 2023-00129 PAGE 1 OF 4

NOTE CONDITIONS

**PERMITTEE:** DANIEL PERRY BUILDERS LLC  
28 WELLINGTON DR  
HAMPSTEAD NH

**PROJECT LOCATION:** TRAFF WAY, RAYMOND TAX MAP 16 LOT 2-4

**WATERBODY:** UNKNOWN

**APPROVAL DATE:** FEBRUARY 14, 2023

**EXPIRATION DATE:** FEBRUARY 14, 2028

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Based upon review of permit application 2023-00129 in accordance with RSA 482-A and RSA 485-A:17, the New Hampshire Department of Environmental Services (NHDES) hereby issues this Wetlands and Non-Site Specific Permit. To validate this Permit, signatures of the Permittee and the Principal Contractor are required.

**PERMIT DESCRIPTION:** Impact 813 square feet of palustrine forested wetland for the installation of a 36-inch by 32.5-foot RCP culvert for the construction of a driveway for access to buildable uplands for the construction of a single-family residential dwelling.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING PROJECT-SPECIFIC CONDITIONS:**

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the following plans by Ferwerda Mapping LLC received by the NH Department of Environmental Services (NHDES) on January 19, 2023:
  - a.) The 'Proposed Condition Plan' dated December 7, 2022 and revised through December 23, 2022 and,
  - b.) The 'Threatened & Endangered Species' plan dated December 23, 2022.
2. In accordance with Env-Wt 524.05(a), residential, commercial, or industrial development projects in non-tidal wetlands shall submit a construction notice with the department at least 48 hours prior to commencing work.
3. In accordance with Env-Wt 307.03(b), all work, including management of soil stockpiles, shall be conducted so as to minimize erosion, minimize sediment transfer to surface waters or wetlands, and minimize turbidity in surface waters and wetlands using the techniques described in Env-Wq 1505.02, Env-Wq 1505.04, Env-Wq 1506, and Env-Wq 1508; the applicable BMP manual; or a combination thereof, if the BMP manual provides less protection to jurisdictional areas than the provisions of Env-Wq 1500.
4. In accordance with Env-Wt 307.03(g)(1), the person in charge of construction equipment shall inspect such equipment for leaking fuel, oil, and hydraulic fluid each day prior to entering surface waters or wetlands or operating in an area where such fluids could reach groundwater, surface waters, or wetlands.
5. In accordance with Env-Wt 307.03(g)(3) and (4), the person in charge of construction equipment shall maintain oil spill kits and diesel fuel spill kits, as applicable to the type(s) and amount(s) of oil and diesel fuel used, on site so as to be readily accessible at all times during construction; and train each equipment operator in the use of the spill kits.
6. In accordance with Env-Wt 307.03(g)(2), the person in charge of construction equipment shall repair any leaks prior to using the equipment in an area where such fluids could reach groundwater, surface waters, or wetlands.
7. In accordance with Env-Wt 307.03(h), equipment shall be staged and refueled outside of jurisdictional areas (unless allowed) and in accordance with Env-Wt 307.15.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

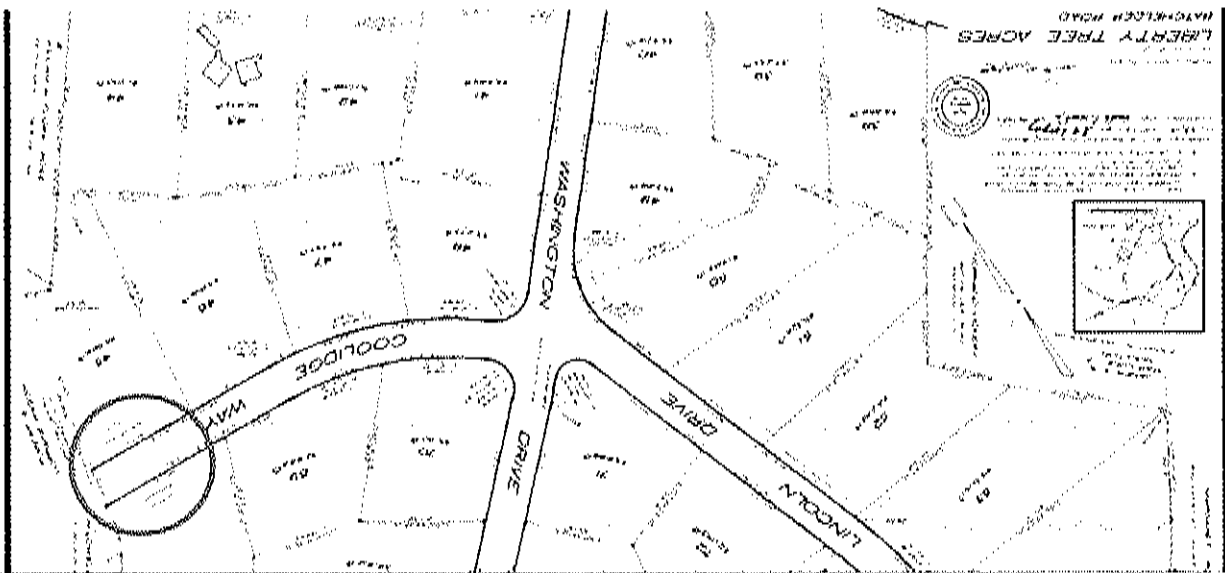
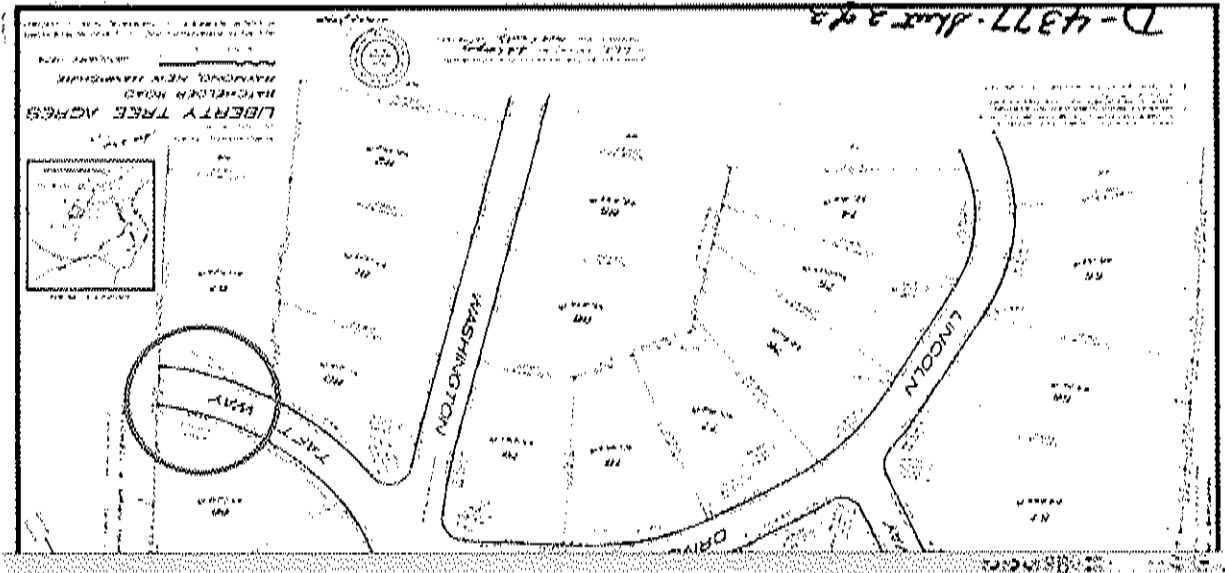
TDD Access: Relay NH 1 (800) 735-2964

23. In accordance with Env-Wt 307.12(b), upon completion of construction, all disturbed wetland areas shall be stabilized with wetland seed mix containing non-invasive plant species only.
23. In accordance with Env-Wt 307.12(c), any seed mix used shall not contain plant species that are exotic aquatic weeds.
24. In accordance with Env-Wt 307.12(a), within 3 days of final grading or temporary suspension of work in an area that is in or adjacent to surface waters, all exposed soil areas shall be stabilized by seeding and mulching, if during the growing season; or mulching with tackifiers on slopes less than 3:1 or netting and pinning on slopes steeper than 3:1 if not within the growing season.
25. In accordance with Env-Wt 307.12(f), if any temporary impact area that is stabilized with seeding or plantings does not have at least 75% successful establishment of wetlands vegetation after 2 growing seasons, the area shall be replanted or reseeded, as applicable.



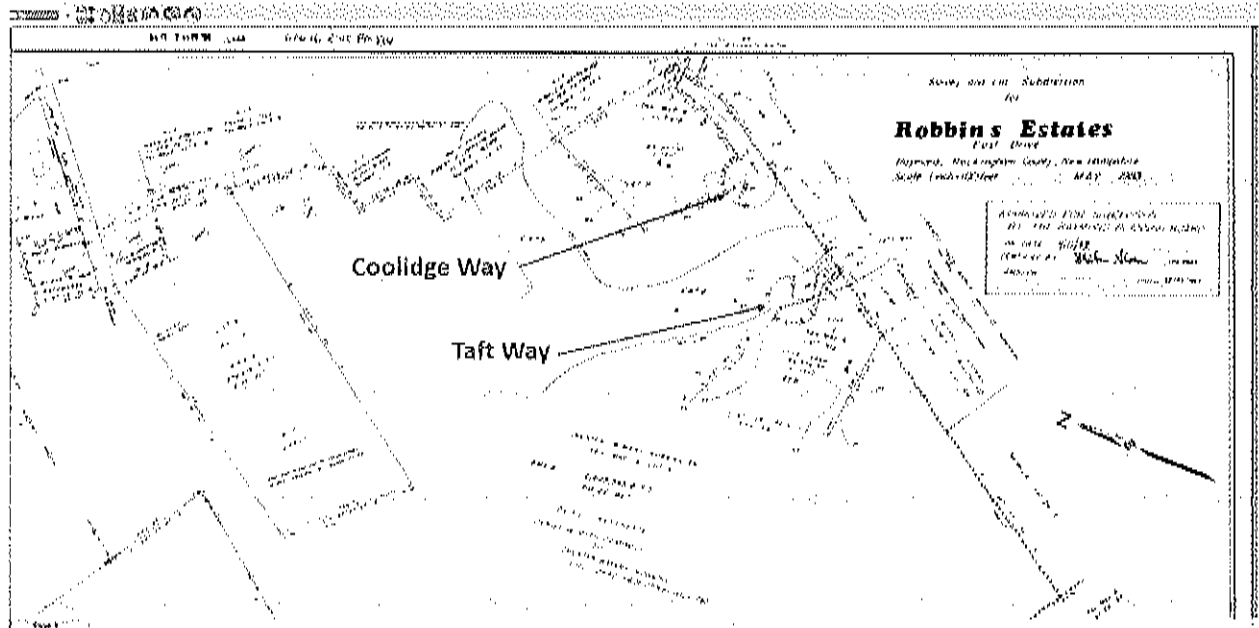
**Summary of Request and Unanswered questions re: Request to subdivide with access from ci-de-sac at end of Coolidge Way. E. Cartier Creveling**

There is a landowner wishing to subdivide a 2+ acres parcel of land with frontage on an undeveloped road within a plat approved by the Planning Board in 1984. That approval resulted in extensions to two roads from a previous plat approved by the Planning Board in 1974. The first two maps are from the original Liberty Tree Acres approved by the Planning Board in 1974. In the following plat, approved in 1984 by the Raymond Planning Board, you will see approved extensions to both Coolidge Way and Taft Way.

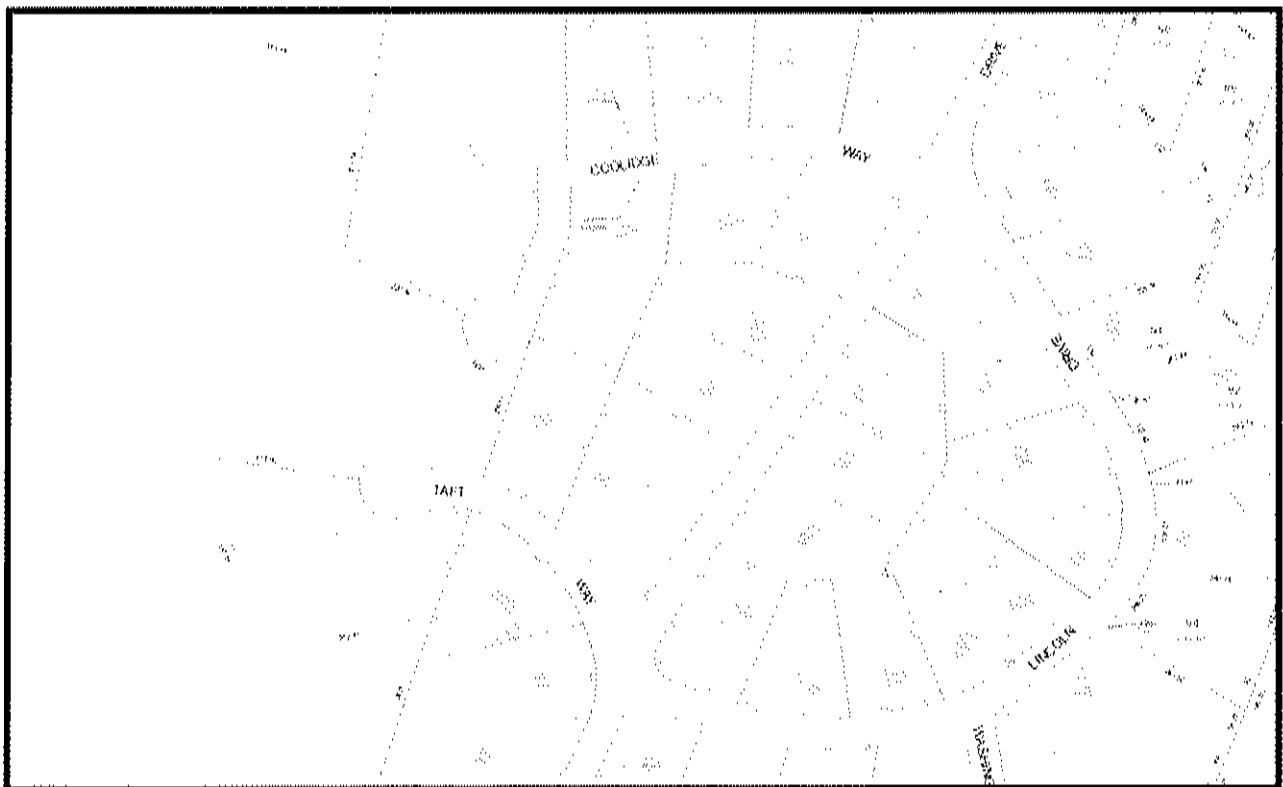


**Summary of Request and Unanswered questions re: Request to subdivide with access from cl-de-sac at end of Coolidge Way. E. Cartier Creveling**

Here is the 1984 Robbins Estates plan, as recorded at the registry. I have added the text boxes and arrows for clarification.



Here is what it looks like without all the clutter on our tax maps (just for clarity).



**Summary of Request and Unanswered questions re: Request to subdivide with access from ci-de-sac at end of Coolidge Way. E. Cartier Creveling**

Here is the reality. As you can see, the streets were never built out per the plan, however, they are still represented on paper. It appears from our GIS reader/Tax Map tool, that the cul-de-sac on Coolidge Way was built partly within the reservation on the plat for Coolidge and partly on the lot it was extended to serve.



The landowner of the parcel at the end of the platted cul-de-sac wants to subdivide yet another 2 + acre lot, but wants to gain access to it from the built (actual) cul-de-sac, through the remainder of the undeveloped Coolidge Way via a driveway.

The questions are:

1. Does the frontage on a paper street work to meet the zoning requirements, or will the applicant need a variance? Interestingly, in the one paragraph reference to this project in the 1984 minutes, Chairman Sloan stated to Mr. Robbins that the roads would have to be brought up to Town standards before they could be built upon, or a variance sought.
2. Will the applicant need to go to the Selectmen for permission to obtain a building permit in accordance with RSA 674:41?
3. Is there any easement or other instrument needed from someone to the current applicant for access from the built cul-de-sac through the dedicated Taft Way corridor to the proposed lot?
4. All of the above.

Summary of Request and Unanswered questions re: Request to subdivide with access from cl-de-sac  
at end of Coolidge Way. E. Cartier Creveling



## **Bid Openings**

- i. Water Treatment Plant Roof Replacement
- ii. Lagoon Sludge Disposal Pricing, and
- iii. Household Hazardous Waste Day Collection



## **Raffle Requests**

i. American Legion Auxiliary Unit 90 – July 27, 2023, \$5 for 6 tickets, \$250 in lottery tickets and a \$50 gift card.

ii. Raymond Republican Town Committee – July 9, 2023, \$5 for 1 ticket, or 3 tickets for \$10, or 5 tickets for \$20. Prizes not delineated on application.

iii. Raymond Historical Society – July 9, 2023, 50 cents per ticket, or ten tickets for \$5, prizes not delineated on application.



**Town of Raymond  
Permit to Conduct a Raffle**

In accordance with RSA 287-A, the Raymond Board of Selectmen hereby grants this permit for the use by AL Aux Unit 90, a charitable organization, in the conduction of a raffle drawing. The drawing will be Thursday 7/27/2023 at the AL Post 90. The prizes will be Lottery Tickets and a gift card.

The price will be \$ 5.00 for 1 ticket or 3 tickets for \$ 6 tickets.

Any violations of the provisions of the RSA 287-D-2 will be cause for revocation of this permit. In particular, all tickets must be printed with the following information:

Name of Organization  
Place of the drawing  
Amount of "donation"

Date & Time of the drawing  
Prize(s) Awarded

RAYMOND BOARD OF SELECTMEN

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Date

cc: *Raymond Police Department*

Date: 05/27/23

To: Representative, ALA Unit 90 (Name of Organization)

From: Deborah Intonti, Executive Administrative Assistant

\*\*\*\*\*

In order for consideration of the submitted permits requested to be approved, the Board of Selectmen and the Raymond Police Department, are hereby requesting the additional information for compliancy purposes:

1. Rules of the Game:

Purchase tickets

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

2. Pay Out Plan:

...\$250.00 in lottery tickets and \$50.00 gift card

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

3. Time Frame of Games:

now until 7/27/23

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

\_\_\_\_\_  
Representative Signature

Jan Howarth - howarjd@comcast.net

Print Name Here

Thank You for providing this information. Upon receipt and review you will be notified once a determination of the permit requests is made by the Board of Selectmen.

If you have any questions, or need additional information in the meantime, please call 603-895-7007.



# Town of Raymond Permit to Conduct a Raffle

In accordance with RSA 287-A, the Raymond Board of Selectmen hereby grants this permit for the use by RAYMOND Republican Town Committee, a charitable organization, in the conduction of a raffle drawing. The drawing will be Sunday 7-9-23 at the TOWN FAIR. The prizes will be 50/50 raffle  
3 - GIFT CARDS, 3 Framed watercolor PRINTS by a local artist

The price will be \$ 5.00 for 1 ticket or 3 tickets for \$ 10.00 or 5 tickets for \$20.00

Any violations of the provisions of the RSA 287-D-2 will be cause for revocation of this permit. In particular, all tickets must be printed with the following information:

- |                      |                            |
|----------------------|----------------------------|
| Name of Organization | Date & Time of the drawing |
| Place of the drawing | Prize(s) Awarded           |
| Amount of "donation" |                            |

**RAYMOND BOARD OF SELECTMEN**

\_\_\_\_\_

Chairman

\_\_\_\_\_

Vice Chairman

\_\_\_\_\_

Selectman

\_\_\_\_\_

Selectman

\_\_\_\_\_

Selectman

\_\_\_\_\_

Date:

cc: Raymond Police Department

Date: JUNE 19<sup>th</sup> 2023

To: Representative, Raymond Republican TC (Name of Organization) RRTC  
Phone Number: 978-804-0970  
Email Address: RRTC.NH@GMAIL.COM

From: Kimberly Galipeau, Executive Administrative Assistant

\*\*\*\*\*

In order for consideration of the submitted permits requested to be approved, the Board of Selectmen and the Raymond Police Department, are hereby requesting the additional information for compliancy purposes:

1. Rules of the Game:

ANYONE CAN PURCHASE TICKETS  
CASH ONLY  
PURCHASE TICKETS, PLACE STUB IN Container of item you wish to win  
DO NOT HAVE TO BE PRESENT TO WIN -  
WINNERS NOT PRESENT, WILL BE CONTACTED BY PHONE OR EMAIL

2. Pay Out Plan:

WINNING RAFFLE TICKETS WILL BE DRAWN  
SUNDAY JULY 9<sup>th</sup> AT 2 PM. WINNERS NOT PRESENT WILL  
BE CONTACTED BY PHONE OR EMAIL

3. Time Frame of Games:

TOWN FAIR FRIDAY JULY 7 to Sunday July 9  
DRAWING AT 2 PM - 2023

  
Representative Signature

NICHOLE O'BLENIS  
Print Name Here  
nicholeob@gmail.com  
978-870-4241

Thank you for providing this information. Upon receipt and review you will be notified once a determination of the permit requests is made by the Board of Selectmen.

If you have any questions, or need additional information in the meantime, please call 603-895-7007.



**Town of Raymond  
Permit to Conduct a Raffle**

In accordance with RSA 287-A, the Raymond Board of Selectmen hereby grants this permit for the use by RAYMOND HISTORICAL SOCIETY, a charitable organization, in the conduction of a raffle drawing. The drawing will be JULY 9, 2023 at the DEPOT MUSEUM. The prizes will be VARIOUS DONATED PRIZES.

The price will be \$ 50¢ for 1 ticket or 10 tickets for \$ 5.00.

Any violations of the provisions of the RSA 287-D-2 will be cause for revocation of this permit. In particular, all tickets must be printed with the following information:

Name of Organization	Date & Time of the drawing
Place of the drawing	Prize(s) Awarded
Amount of "donation"	

RAYMOND BOARD OF SELECTMEN

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Date:

cc: Raymond Police Department

Date: \_\_\_\_\_

To: Representative, MICHAEL QUINTAL (Name of Organization) Raymond Historical Society  
Phone Number: 603-496-8425  
Email Address: GOOSE743@COMCAST.NET

From: Kimberly Galipeau, Executive Administrative Assistant

\*\*\*\*\*

In order for consideration of the submitted permits requested to be approved, the Board of Selectmen and the Raymond Police Department, are hereby requesting the additional information for compliancy purposes:

1. Rules of the Game:

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

2. Pay Out Plan:

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

3. Time Frame of Games:

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

Michael Quintal  
Representative Signature

MICHAEL QUINTAL  
Print Name Here

Thank you for providing this information. Upon receipt and review you will be notified once a determination of the permit requests is made by the Board of Selectmen.

If you have any questions, or need additional information in the meantime, please call 603-895-7007.

## **Acceptance of 4th of July Donations**







**Board of Selectmen Vote to Accept Funds**

I move to accept the donated funds for the: \_\_\_\_ 4<sup>th</sup> of July Parade \_\_\_\_\_

**Funds donated by and amounts:**

Universal Electric	Amount Donated: \$250.00
Crescent Group LLC (McDonalds)	Amount Donated: \$50.00
PJM Real Estate LLC	Amount Donated: \$50.00
NH Electric Co-op	Amount Donated: \$500.00
Access Sports Medicine	Amount Donated: \$250.00

Date: \_\_\_\_\_

Motion Made by: \_\_\_\_\_ Second to the Motion By: \_\_\_\_\_

***Approvals:***

Selectman: \_\_\_\_\_

Alissa Welch, Board Chair

Selectman: \_\_\_\_\_

Carlos Maldonado, Board Vice Chair

Selectman: \_\_\_\_\_

Patricia Bridgeo, Board Member

Selectman: \_\_\_\_\_

Scott Campbell, Board Member

Selectman: \_\_\_\_\_

George Plante, Board Member



**Board of Selectmen Vote to Accept Funds**

I move to accept the donated funds for the: \_\_\_\_ 4<sup>th</sup> of July Parade \_\_\_\_\_

**Funds donated by and amounts:**

Ace Hardware / Ben Franklin	Amount Donated: \$100.00
Raymond Septic	Amount Donated: \$250.00
Littlewoods	Amount Donated: \$250.00

Date: \_\_\_\_\_

Motion Made by: \_\_\_\_\_ Second to the Motion By: \_\_\_\_\_

***Approvals:***

Selectman: \_\_\_\_\_

Alissa Welch, Board Chair

Selectman: \_\_\_\_\_

Carlos Maldonado, Board Vice Chair

Selectman: \_\_\_\_\_

Patricia Bridgeo, Board Member

Selectman: \_\_\_\_\_

Scott Campbell, Board Member

Selectman: \_\_\_\_\_

George Plante, Board Member