Board of Selectmen Agenda
Monday, April 12, 2021
6:30 P.M. please notice Time Change
Raymond High School Media Center
43 Harriman Hill Road, Raymond

Please Note: The Board of Selectmen may at any time during a public meeting, enter a non-public session to conduct and facilitate town business. The Board of Selectmen will announce the RSA in which the session will be conducted and follow proper protocol under the confines of State Laws.

MEETING CALLED TO ORDER:

PLEDGE OF ALLEGIANCE:

MOMENT OF SILENCE:

PUBLIC COMMENTS:

AGENDA ITEMS:

1. Executive Council, Janet Stevens
2. Appointment of Committee Members to Committees
    - Swear in Appointed Officials
3. 2021 CRF Requests
4. Selection of Board Member for Old Firehouse Construction Manager Selection Committee
5. Bid Openings
    - Catch Basins
    - Street Sweeping
6. Use of Town Land Approval Process and Discussion
7. 2021 Road Construction
8. Resident Concerns – Mrs. Bridgeo

UNANTICIPATED REVENUE/DONATIONS TO THE TOWN: Aggregate Funds Donated for Front Door Fund

APPROVAL OF BOARD MINUTES:

- March 22, 2021

OTHER BUSINESS/BOARD ANNOUNCEMENTS:

- Board of Selectmen Meetings Time Change
- Mosquito Control Program began the week of April 5th, crews from Dragon Mosquito are checking swamps, marshes, woodland pools etc.
- April 17th 8:30AM – 1:00PM Drive Through Rabies & Microchip Clinic, Fremont Town Garage, 113 Danville Rd. Check the town website at www.raymondnh.gov/announcments for more information or call the Tax Clerk's office at 895-7025.
- License Your Dog – due January through April 30th to avoid additional fines, visit the town website at www.raymondnh.gov/announcements or call the Tax Clerk's office at 895-7025.
- April 26, 2021 @ 6:30 p.m. Board of Selectman Meeting – Interviews for Steering Committee and Vacant BOS Seat
- May 3, 2021 @ 6:30 p.m. Board of Selectman Meeting – Appointment to Steering Committee and Vacant BOS seat. Deadline for both the committee and vacant seat applications is 4/19/21 @ 4:00 go to www.raymondnh.gov/volunteering-in-raymond to get the form and fill out electronically, then email to dintonti@raymondnh.gov.
- May 10, 2021 @ 6:30 p.m. Board of Selectman Meeting – Public Hearing/Fee Tables

BOARD CORRESPONDENCE SENT/RECEIVED:

- Notice of Intent to Excavate (2) Map 28.3/Lot 120/1-22/Lot 44 & Map 10/Lot 3
- Notice of Intent to Cut Map 17/Lot 82
- Appointment to Town Office - Police

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

TOWN MANAGER'S REPORT:

BOARD OF SELECTMEN'S REPORT:

ADJOURNMENT:

Posted: April 9, 2021, Old Fire Station, Town Office; Town's website 24 hours in advance of meeting. **Note:** Board of Selectmen Meetings are broadcast live on Channel 22. If you need audio or visual assistance, call the Selectmen's Office 72 hours prior to the meeting at 603-895-7007.

TOWN OF RAYMOND, NH

CAPITAL RESERVE/TRUST FUND REQUEST

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

REQUEST FROM:
Department
Police Department

CONTROL NUMBER:
2021-03

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
3/29/2021	Chief LaBell	4/12/2021	
FUND NAME / ACCOUNT	**DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES**		
One Time/ Cyclic **05-8058-057**	**Purchase of LiveScan digital image capture system.** **To include:** • **Installation** • **Training** • **1 year on-site warranty**		$17,625.00
		Total	**$17,625**

Chairman George Plante — Approved / Not Approved

Vice Chair Kathy Hoelzel — Approved / Not Approved

Scott Campbell — Approved / Not Approved

Chris Long — Approved / Not Approved

Appointed Selectman — Approved / Not Approved

Article 29 One-Time or Cyclic Procurement Capital Reserve Fund:
To see if the Town of Raymond will vote to raise and appropriate the sum of One-Hundred Sixty-One Thousand, Five Hundred Dollars ($161,500) to be placed in the One-Time or Cyclic Procurement Capital Reserve Fund for the purposes set forth below and to authorize the expenditure of funds previously raised and appropriated for this CRF for their designated purposes authorized by 2020 Town Vote. This Capital Reserve Fund was established in 2020 for purpose of stabilizing the Town's Operational Budget and offset the tax impact of one-time or cyclic operational budget purchase needs. This sum is to come from the unassigned fund balance and no amount will be raised through future taxation. (Majority Vote Required)

784

Covid-19 Associated Expenses	$ 20,000
Town Re-Evaluation Expenses	$ 6,500
Legal Expenses and Settlements	$ 40,000
Police Department Technologies (Body Cameras and Electronic Finger Printing)	$ 95,000
TOTALS TO CAPITAL RESERVE FUND	$161,500

YES ●
NO ○

383

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

IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807

March 19, 2021

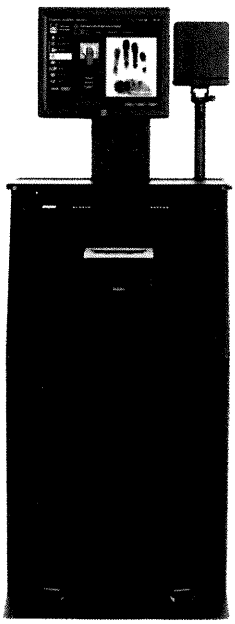
Chief Michael R. Labell
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
Tel: 603.895.4747 / Fax 603.895.0901
Email: mlabell@raymondnh.gov

Reference No. IDNH-L102020-01B

IDEMIA is pleased to provide Raymond Police Department with the following price quote for IDEMIA's LiveScan System equipped with accepted standard New Hampshire State Police (NHSP)/ Tri-State (TS) AFIS profiles for submission directly to the Tri-State (Maine, New Hampshire, Vermont) AFIS System.

IDEMIA's fully integrated LiveScan solution provides Raymond Police Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Digital image capture of upper, lower and writer's palms, slaps and rolls
- Mug Photo Capture
- Full compliance with Tri-State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print
- All livescan configurations include on-site installation, training, and 1 year on-site warranty



IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources **in the field** near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. Should Raymond Police Department report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Raymond Police Department staff members are not burdened with the added task of "parts replacement".

Solution Description and Pricing
IDEMIA proposes the equipment and services described in Table 1.

Tenprint, Palmprint Capture - Desktop

Table 1. Pricing

Description	Unit Price
IDEMIA LiveScan System Desktop, including the following: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, Wide screen Touch screen monitor, keyboard and mouse • Mugshot Capture Module (Camera, Software) • UPS • Criminal, Juvenile, Civil Applicant, and Applicant profiles using standard Tri-States workflows	$16,300
Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	$1,325
Installation / On-Site Training **Warranty**: 1 Year On-site ***Advantage*** Solution warranty, 9X5, Next day on-site response and parts replacement Freight	**Included**
TOTAL	**$17,625**
Post-Warranty - Annual Maintenance (to start after initial 1st Year Warranty)	
Annual Maintenance On-site ***Advantage*** Solution, 9X5, Next day on-site response and parts replacement	**$2,964**

Current shipping is 30+ days after receipt by IDEMIA of Raymond Police Department completed pre-install documentation, or as otherwise scheduled.

Annual Maintenance prices shown above are for Year 2 only. On-going maintenance pricing may escalate 5% per year, beginning in Year 3.

*Prior to placing an order with **IDEMIA**, Raymond Police Department is encouraged to contact **the** New Hampshire State Police for authorization for connectivity to the Tri-State AFIS.*

Customer Responsibilities
Raymond Police Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining all required authorizations for connecting to the Tri-State AFIS.

Assumptions
In developing this proposal, IDEMIA has made the following assumptions:

- Should Raymond Police Department desire or require the ability to interface the proposed IDEMIA Livescan with an RMS / JMS, upon request IDEMIA will provide Raymond Police Department an Interface Control Document (ICD) in which the Raymond Police Department RMS/JMS vendor can use to ensure compliance for the interface. Set-up will occur at the same time as the installation of the IDEMIA LiveScan. Additional fees may occur if this set-up is requested at a later date.

- If it is determined that the RMS/JMS cannot meet the requirements of the ICD, IDEMIA will analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the Raymond Police Department RMS/JMS.
- An inter-agency agreement between New Hampshire State Police, Tri-State AFIS and Raymond Police Department will be in place.
- Raymond Police Department will provide all necessary communication to connect to Tri- State AFIS. This includes, but is not limited to hubs, routers, modems, etc.
- On-site Installation Services will be scheduled after network connectivity to Tri-State AFIS has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Raymond Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Pricing is valid through: June 30, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, California 92807
Email jayne.goodall@us.idemia.com | Mobile: (951) 833-2311 | Office: (714) 575-2956

We look forward to working with you.

Sincerely,

Michael Hash
Vice President of Public Security, State & Local Government - IDEMIA

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	**Included in Warranty**	**Available for purchase**
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support - On-site 9X5*	**Included in Warranty**	**Available for purchase**
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

**Customer local time*

By signing this signature block below, Raymond Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): $_____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

_____

_____

_____

Billing Contact name

Telephone number ( )

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

Technical Contact name

Telephone number ( )

Email

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____ _____, ("Customer"), having a place of business at _____ _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. $_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.**

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed_____

Name_____

Title_____

Date_____

NAME ("CUSTOMER")

Signed_____

Name_____

Title_____

Date_____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9.UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

Julie Jenks

From: Michael Labell
Sent: Friday, March 19, 2021 11:16 AM
To: Julie Jenks
Subject: Re: Purchase of new LiveScan fingerprint System - status

No. This is the only system of this kind recognized by the State of NH.

From: Julie Jenks <jjenks@raymondnh.gov>
Sent: Friday, March 19, 2021 11:15 AM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: RE: Purchase of new LiveScan fingerprint System - status

Thank you Chief.

Did you get 2 additional quotes from other vendors?

Julie Jenks
Finance Director
Town of Raymond
(603) 895-7010

"Life has no limitations, except the ones you make." – Les Brown

From: Michael Labell <mlabell@raymondnh.gov>
Sent: Friday, March 19, 2021 11:13 AM
To: Julie Jenks <jjenks@raymondnh.gov>
Subject: Fw: Purchase of new LiveScan fingerprint System - status

Hi Julie,

This is the information needed for the PO to purchase the electronic fingerprint program outlined in warrant article 29. Could you please prepare a PO and then let me know what to do from there.

Thanks,

Mike

From: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Sent: Friday, March 19, 2021 10:43 AM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: RE: Purchase of new LiveScan fingerprint System - status

Good morning sir – please find attached the refreshed price quote. To place the order, all we would need is a copy of the signed purchase order or signed Proposal Authorization with total purchase price and a copy of the current tax exemption certificate (if applicable).

Jayne Goodall
Sr. Manager | Inside Sales
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

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From: Michael Labell <mlabell@raymondnh.gov>
Sent: Friday, March 19, 2021 7:28 AM
To: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Subject: Re: Purchase of new LiveScan fingerprint System - status

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Hi Jayne,

I would like to formally order the desktop version @ the quoted price of $17,625.00. I will need to have my finance department prepare a PO. Should I use the December 9, 2020 (ref. # IDNH-L102020-01A) quote, or will you send a more updated version? Please let me know the proper steps needed to make the official purchase.

Thanks,

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.4747 / Fax 603.895.0901
mlabell@raymondnh.gov

From: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Sent: Monday, March 15, 2021 2:57 PM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: RE: Purchase of new LiveScan fingerprint System - status

Good afternoon sir – thank you for the update. For a Desktop setup, a Tripod is included with the Camera. Please let me know if you need any additional info.

Jayne Goodall
Sr. Manager | Inside Sales
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

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From: Michael Labell <mlabell@raymondnh.gov>
Sent: Monday, March 15, 2021 11:32 AM
To: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Subject: Re: Purchase of new LiveScan fingerprint System - status

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Hi Jayne,

The funding has been approved to purchase the system. Before I do, I have a question. My original thought was to purchase the cabinet system at the quoted price of $19,825.00, however the layout of our booking room is small, so I think the desktop at the quoted price of $17,625.00 would be a better fit for us. Is all the equipment with the desktop the same except for no cabinet? Also, how does the camera system work without the benefit of the cabinet housing?

Thanks for your time with our last-minute questions before we make things official.

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.4747 / Fax 603.895.0901
mlabell@raymondnh.gov

From: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Sent: Wednesday, March 10, 2021 11:39 AM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: RE: Purchase of new LiveScan fingerprint System - status

Great news! Please let me know if you need any additional info. Stay safe and healthy.

Jayne Goodall
Sr. Manager | Inside Sales
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

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Anaheim CA 92807

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From: Michael Labell <mlabell@raymondnh.gov>
Sent: Wednesday, March 10, 2021 8:38 AM
To: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Subject: Re: Purchase of new LiveScan fingerprint System - status

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Hi Jayne,

Town vote was yesterday. It looks like our funding for the LiveScan System passed. I'm just waiting on the green light from my town manager to make it official. Will be in touch very soon.

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.4747 / Fax 603.895.0901
mlabell@raymondnh.gov

From: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Sent: Tuesday, March 9, 2021 2:48 PM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: Purchase of new LiveScan fingerprint System - status

Good afternoon – hope you are well. I am touching base to see if there are any updates on the purchase of the new LiveScan Fingerprint System. Thank you in advance for any updates.

Jayne Goodall
Sr. Manager | Inside Sales
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

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From: Michael Labell <mlabell@raymondnh.gov>
Sent: Tuesday, January 19, 2021 6:59 AM
To: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Subject: Re: Purchase of new LiveScan fingerprint System - status

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Hi Jayne,

Thanks for checking in. We have drafted a warrant article to go to the voters in March for the funds. If it is approved, we will be able to make the purchase late March early April. We are still very much interested.

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.4747 / Fax 603.895.0901
mlabell@raymondnh.gov

From: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Sent: Monday, January 18, 2021 2:29 PM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: Purchase of new LiveScan fingerprint System - status

Happy belated New Year! I am touching base to see if you need any additional info or if there is a timeline for purchase. Thank you in advance for any updates.

Jayne Goodall
Sr. Manager | Inside Sales
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

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From: Goodall, Jayne
Sent: Wednesday, December 09, 2020 5:33 AM
To: 'Michael Labell' <mlabell@raymondnh.gov>
Subject: RE: Purchase of new LiveScan fingerprint System - status

Good morning sir – please find attached the updated price quote. Please contact me with any questions. Have a wonderful safe and healthy day.

Jayne Goodall
Sr. Manager | Inside Sales & Operation
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

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From: Michael Labell <mlabell@raymondnh.gov>
Sent: Wednesday, December 09, 2020 5:05 AM
To: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Subject: Re: Purchase of new LiveScan fingerprint System - status

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Good morning Jayne,

Yes, an updated price quote would be great. We are currently working on securing the funding for the purchase. I hope the quote will be the same as that's the amount we've been working on...

Thank you,

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.4747 / Fax 603.895.0901
mlabell@raymondnh.gov

From: Goodall, Jayne <Jayne.Goodall@us.idemia.com>
Sent: Tuesday, December 8, 2020 11:14 AM
To: Michael Labell <mlabell@raymondnh.gov>
Subject: Purchase of new LiveScan fingerprint System - status

Good morning -I am following up on the price quote sent for the purchase of the new LiveScan Fingerprint System. Please let me know if you would like an updated price quote or if there is a timeline for purchase. Thank you in advance for any info.

Jayne Goodall
Sr. Manager | Inside Sales & Operation
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

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From: Goodall, Jayne
Sent: Tuesday, October 20, 2020 11:55 AM
To: 'mlabell@raymondnh.gov' <mlabell@raymondnh.gov>
Cc: 'Brendon.White@dos.nh.gov' <Brendon.White@dos.nh.gov>; McDermott, Jim <James.McDermott@us.idemia.com>
Subject: Price quote for new LiveScan System

Good afternoon – please find attached the price quote for the new LiveScan Fingerprint System. Please contact me with any questions.

Jayne Goodall
Sr. Manager | Inside Sales & Operation
Identify & Security, N.A.

Mobile (951) 833-2311
Office (714) 575 2956
****NEW EMAIL ADDRESS****
Email jayne.goodall@us.idemia.com

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Anaheim CA 92807

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Total Control Panel Login

To: mlabell@raymondnh.gov Remove this sender from my allow list
From: jayne.goodall@us.idemia.com

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

TOWN OF RAYMOND, NH

CAPITAL RESERVE/TRUST FUND REQUEST

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

REQUEST FROM:
Department
Police Department

CONTROL NUMBER:
2021-04

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
3/29/2021	Chief LaBell	4/12/2021	
FUND NAME / ACCOUNT	**DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES**		
One Time/ Cyclic **05-8058-057**	**Purchase of Body Cameras. To include:** • **Software/Storage Licensing** • **Equipment** • **Tech Assurance** • **Warranty**		$76,851.44
		Total	**$76,851.44**

Chairman George Plante — Approved / Not Approved

Vice Chair Kathy Hoelzel — Approved / Not Approved

Scott Campbell — Approved / Not Approved

Chris Long — Approved / Not Approved

Appointed Selectman — Approved / Not Approved

Article 29 One-Time or Cyclic Procurement Capital Reserve Fund:
To see if the Town of Raymond will vote to raise and appropriate the sum of One-Hundred Sixty-One Thousand, Five Hundred Dollars ($161,500) to be placed in the One-Time or Cyclic Procurement Capital Reserve Fund for the purposes set forth below and to authorize the expenditure of funds previously raised and appropriated for this CRF for their designated purposes authorized by 2020 Town Vote. This Capital Reserve Fund was established in 2020 for purpose of stabilizing the Town's Operational Budget and offset the tax impact of one-time or cyclic operational budget purchase needs. This sum is to come from the unassigned fund balance and no amount will be raised through future taxation. (Majority Vote Required)

784

Covid-19 Associated Expenses	$ 20,000
Town Re-Evaluation Expenses	$ 6,500
Legal Expenses and Settlements	$ 40,000
Police Department Technologies (Body Cameras and Electronic Finger Printing)	$ 95,000
TOTALS TO CAPITAL RESERVE FUND	$161,500

YES
NO

383

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

Julie Jenks

From: Michael Labell
Sent: Wednesday, March 24, 2021 11:15 AM
To: Julie Jenks
Subject: BODYCAM QUOTES FOR PO
Attachments: DOC032421-004.pdf; DOC032421-005.pdf; DOC032421-006.pdf

Hi Julie,

Attached are the bodycam quotes. I have chosen to work with AXON if the PO could please reflect that.

Their information is:

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
Phone: (800) 978-2737

Sales Representative:
Nick Horn

Thank you!

Michael R. Labell
Chief of Police
Raymond Police Department
1 Scribner Road
Raymond, NH 03077
603.895.4747 / Fax 603.895.0901
mlabell@raymondnh.gov

AXON

Discounts (USD)

Quote Expiration: 06/14/2021

List Amount	84,454.00
Discounts	7,602.56
Total	**76,851.44**

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	15,370.32
Year 2	15,370.28
Year 3	15,370.28
Year 4	15,370.28
Year 5	15,370.28
Grand Total	**76,851.44**

Q-274473-44232.864NH

Issued: 02/05/2021

Quote Expiration: 06/14/2021

Account Number: 125317

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Michael Labell
Raymond Police Dept. - NH
1 Scribner Rd
RAYMOND, NH 03077
US

BILL TO
Raymond Police Dept. - NH
1 Scribner Rd
RAYMOND, NH 03077
US

SALES REPRESENTATIVE
Nick Horn
Phone:
Email: nhorn@axon.com
Fax:

PRIMARY CONTACT
Michael Labell
Phone: 1-603-895-4747
Email: mlabell@raymondnh.gov

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	300	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	18	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	18	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		18	699.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
74211	AXON BODY 3 - 1 BAY DOCK		2	200.00	200.00	400.00
75015	SIGNAL SIDEARM KIT		18	249.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		18	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		18	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		36	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	309.04	5,562.72
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	2	0.00	0.00	0.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		2	0.00	0.00	0.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	1.49	447.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	18	180.00	173.72	3,126.96
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	453.82	907.64
73827	AB3 CAMERA TAP WARRANTY	60	18	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
Services						
80146	VIRTUAL BODYCAM STARTER		1	1,000.00	1,000.00	1,000.00
					Subtotal	15,370.32
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	15,370.32

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	524.72	9,444.96
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
Other						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	18	180.00	146.76	2,641.68
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	453.82	907.64
					Subtotal	15,370.28
					Estimated Tax	0.00
					Total	15,370.28

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	524.72	9,444.96
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
Other						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	18	180.00	146.76	2,641.68
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	453.82	907.64
73309	AXON CAMERA REFRESH ONE		18	0.00	0.00	0.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		2	0.00	0.00	0.00
					Subtotal	15,370.28
					Estimated Tax	0.00
					Total	15,370.28

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	524.72	9,444.96
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
Other						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	18	180.00	146.76	2,641.68
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	453.82	907.64
					Subtotal	15,370.28
					Estimated Tax	0.00
					Total	15,370.28

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	524.72	9,444.96
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
Other						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	300	4.80	4.80	1,440.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	18	180.00	146.76	2,641.68
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	453.82	907.64
73310	AXON CAMERA REFRESH TWO		18	0.00	0.00	0.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		2	0.00	0.00	0.00
					Subtotal	15,370.28
					Estimated Tax	0.00
					Total	15,370.28

Grand Total	**76,851.44**

PRO-VISION PRICE QUOTE

8625-B Byron Commerce Dr.
Byron Center, MI 49315

provisionusa.com
800-576-1126

PREPARED BY:
Joe Francis

PREPARED FOR:
Raymond Police Department

QUOTE #:
MASQ17309

DATE:
03/23/2021

Description	Part #	Qty	Unit Price	Ext. Price
Bodycam 4 with SecuraMax 5 Year Plan [250GB] @ $ 69/Mo Includes: Single Bodycam 4 and Single Camera Docking Station at the beginning of agreement, camera replacement at month 30, camera replacement at month 60. Ten Camera Dock can be substituted for every ten Single Camera Docks.	BC4-SMX250-5YR	18	$4,140	$74,520.00
Heavy Duty Magnet Mount	BC4-MNT-MAG	18	$74	$1,332.00
Bluetooth Event Triggering Device	BC4-TRIGGER	7	$295	$2,065.00
Ten Camera Dock Kit	BC4-DOCK-10	2	$795	$1,590.00

Total (Options Not Included)	$79,507.00
MSRP:	$93,570.00
Savings:	$14,063.00

Options & Accessories:

HARDWARE LEASE / INSTALLMENT PURCHASE OPTIONS:

60 Month Installment Purchase Option (per unit/month) $

Above Option with Installation (per unit/month) $

Lease price based on total product purchase divided by the total number of

NOTES:

TERMS:

General Terms: PRO-VISION®, Inc. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms or 2.0% Discount Net 10 Day Terms. (excludes installation and SecuraMax Server). Terms and Discounts do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hr/days, 7 days/week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. No technical support or warranty claims will be provided for any past due account. All transactions are subject to final PRO-VISION® Management Approval.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. A $360.00 document fee and one advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length with autopay discount. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.

Raymond Police Department Professional Service Agreement

Town of Raymond
4 Epping St
Raymond, NH 03077
United States

Michael Labell
Chief
mlabell@raymondnh.gov
6038954747

Reference: 20201013-111920771
Prepared: October 13, 2020
Expires: January 11, 2021
Prepared by: Carlo Capano
Business Manager
ccapano@utility.com
+1 (603) 493-0699

Products & Services

Item & Description	Quantity	Unit Price	Total
BodyWorn Bundle BodyWorn Camera and Mount, Holster Sensor, Media Controller, Body Camera Refresh at 37th Month, Holster Sensor, AVail Web SaaS and Warranty with 24/7 Technical Support	11	$7,095.00	$78,045.00 for 5 years
BodyWorn and Rocket IoT ~ Modem Communications BodyWorn Camera and Mount, Holster Sensor, Media Contoller, Rocket IoT for high speed data communication, ODB 2, Body Camera Refresh at 37th Month, and AVail Web SaaS and Warranty with 24/7 Technical Support	7	$10,505.00	$73,535.00 for 5 years
Smart Waypoint High Speed Data Access Point	1	$15,800.00	$15,800.00 for 5 years
CAD Integration/Activation	1	$15,000.00	$15,000.00

Subtotals

One-time subtotal	$182,380.00

Total $182,380.00

Signature

Date

Printed name

Questions? Contact me

Carlo Capano
Business Manager
ccapano@utility.com
+1 (603) 493-0699

Utility, Inc.
250 E. Ponce de Leon Ave, Suite 700
Decatur, GA 30030
US

Town of Raymond
Board of Selectmen Draft Minutes
Monday March 22, 2021
6:00 p.m.

Attendees:
Scott Campbell
Kathleen Hoelzel
George Plante
Christopher Long – late 6:45PM
Jack Barnes- absent

Staff: via Zoom Webinar Joseph Ilsley, Town Manager
Present @HS Deborah Intonti, Exec, Assist.

Chair Campbell opened meeting at 6:00 p.m.

Pledge of Allegiance: Recited.

Moment of Silence: Alan Orff, Katherine Riley, Shirley Noel, John Nash, Margaret Desilets, Brian Blake

Public Comment:
Ms. Bridgeo:
Came forward to address the Board regarding public comment and why do we have it at the beginning of the meeting. Selectmen Plante commented that the public comment at the beginning of the meeting is for residents that may have a comment that they would like to bring up to the Board. Can be any item or anything that is on their mind, not necessarily related to the meeting in progress, this would be the time to bring it up. We have citizen's comments/questions that residents can bring up regarding the agenda items that pertain to the meeting in progress. She also commented on how residents can meet and discuss what items that are happening in the town with the different boards. There are no platforms for townspeople to get together and discuss and educate the public. Selectman Plante also mentioned that the Joe with Joe is coming back on Friday mornings. Mr. Ilsley commented that if a townsperson wants to sponsor a Joe with Joe in the evening, he will do that, but it has to be sponsored planned event.

AGENDA:

Swear In of Elected Officer:
Vice Chair Hoelzel sworn in D. Scott Campbell as Selectman for three years. (2024).

Executive Councilor Janet Stevens:
She was not present.

Public Hearing:
Chair Campbell opened the public hearing at 6:19 p.m. Mr. Ilsley stated that Councilor Stevens was going to report on the GOFFER Grant in the amount of $20,928.47 from the State of New Hampshire that will help the fire victims of Sunview. She was instrumental in making this happen and came to visit the Town to see the damage and understand what the Town's needs were. Selectmen Plante also thanked Selectman Hoelzel for her role in the connections. There were no comments from the public. The Chair closed the public hearing at 6:24 p.m. Vice Chair Hoelzel made a motion to accept the donated funds from the State of New Hampshire to the Town of Raymond for the Sunview Fire Victims expenses incurred in the amount

of $20,928.47 and further to give the Town Manager the authority to sign the GOFFER Grant Agreement, seconded by Selectmen Plante, MOTION CARRIED, 3-0-0.

Holiday Events for 2021:

Chair Campbell read all the events. The Board and Town Manager discussed the process going forward for these events in the hopes to make these happen this year. Mr. Ilsley wanted this brought forward as there is a great deal of planning for some of these events and outside agencies are enlisted for help, we are looking for the Board's direction as to holding these events or any specific directives from the Board for these events. He agreed that we are able to meet CDC guidelines for these events and the safety and work towards the normalcy of these events. Selectman Plante made a motion to move forward with these events, seconded by Chair Campbell, MOTION CARRIED 3-0-0.

- National Day of Prayer 5/6/21
- Memorial Day 5/31/21
- 4th of July 7/5/21
- Town Fair 7/9 – 7/11
- 9-11 Ceremony 9/11/21
- Halloween 10/31/21
- Veterans Day 11/11/21
- Wreaths Across America 12/21
- Christmas on the Common 12/21

RCTV Zoom Agreement:

Mrs. Intonti noted that the changes suggested by Selectman Barnes at the last Board meeting have been added to the RCTV agreement. The Board needs to vote to accept the amended agreement and sign. Mr. Ilsley addressed the changes. In the original document presented RCTV stated that if a computer needed to be purchased, they would assume the cost; the updated language is that the Town would make the purchase of a laptop if needed up to $1,000.00. Also added language regarding if the State guidance disallows electronic Zoom meetings or the Board agrees that Zoom meetings are not necessary, then the agreement between RCTV and the Town would be null and void. Vice Chair Hoelzel made a motion to sign the agreement, seconded by Chair Campbell, MOTION CARRIED 4-0-0.

Election of Board Officers:

Selectman Plante read a letter of resignation from Jack Barnes from his seat on the Board of Selectman effective immediately, March 22, 2021. Vice Chair Hoelzel made a motion that regretfully she accepts his resignation, seconded by Selectman Plante, MOTION CARRIED, 4-0-0. Selectman Long stated that his dedication to this Town is exemplary and he is role model to the children and citizens of this Town. He thanked him for his duty to his country and the State of New Hampshire as a Senator. He will be missed very much. At this time, the Board will discuss the vacant seat at a later time.

Vice Chair Hoelzel nominated Selectman Plante as the next Board of Selectman Chair for 2021, seconded by Selectman Long, MOTION CARRIED 3-0-1. Selectman Campbell nominated Kathleen Hoelzel as the Vice Chair of the Board of Selectman, seconded by Selectman Long, MOTION CARRIED 3-0-1.

Appointment of Board Members to Committees:

Chair Plante took over the meeting.

Committee	BOS Member	BOS Alternate
Budget	K. Hoelzel	S. Campbell
Cable	S. Campbell	G. Plante
CIP	G. Plante	S. Campbell
Historic District	G. Plante	C. Long
Highway Safety	K. Hoelzel	G. Plante
Planning Board	G. Plante	C. Long
Recreation Advisory	K. Hoelzel	Vacant
Scholarships	K. Hoelzel	S. Campbell
Zoning Board	S. Campbell	Vacant

UNANTICIPATED REVENUE/DONATIONS TO THE TOWN: (covered above)

ACCEPTANCE OF BOARD MINUTES:

March 15, 2021 - Vice Chair Hoelzel made a motion to accept the minutes as presented and written, seconded by Selectman Campbell, MOTION CARRIED, 4-0-0.

OTHER BUSINESS/BOARD ANNOUNCEMENTS:

Next Board of Selectman Meeting is April 12, 2021. (Appointments of members to Town Committees)
May 10, 2021 – Public Hearing on Town Fees.

BOARD CORRESPONDENCE SENT/RECEIVED:

Timber Tax/Yield Tax Abatement – $84.00.
Chair Plante made a motion to accept, seconded by Vice Chair Hoelzel, MOTION CARRIED, 4-0-0.

CITIZEN QUESTION/ANSWER COMMENTS: no comments

TOWN MANAGER'S REPORT: See attachment of Charter attached.

Mr. Ilsley gave each member a copy of the Bean Tavern Charter for their review and comments. Vice Chair Hoelzel commented on selecting the Steering Committee. She commented to remove the Planning Board member and Budget Committee member off the roster and would like the committee to be composed of 2 Board of Selectmen, 1 Historic District Commission member, 1 Capital Improvement Committee and 3 members at large from the community. (Section B1, adjusted). Then they discussed the goals presented for their review and comments. The Board accepted goals recommendations A – I. Once committee has their recommendations, they would bring before the Board of Selectman in August and then a public hearing would be scheduled. Vice Chair Hoelzel made a motion to accept the Charter presented as amended and solicit members of the public to submit to Deborah Intonti an application to become a member of this committee, seconded by Selectman Campbell, MOTION CARRIED 4-0-0. Mr. Ilsley will draft up some options to task the committee to stay on track.

BOARD OF SELECTMEN'S REPORT:

Vice Chair Hoelzel, no comments, Selectman Campbell, no comments, Selectman Long congratulated Mr. Campbell's re-election to the Board of Selectmen. The Board wanted to table the process to filling the vacant Selectman seat.

NON-PUBLIC RSA 91A:3,II (e) LITIGATION

Vice Chairman Hoelzel made a motion to enter into nonpublic under the RSA above, seconded by Selectman Plante. Entered nonpublic at 7:05 p.m. The Board returned from nonpublic at 7:31 p.m. stated that the nonpublic minutes of 3/22/21 are sealed for five years until 3/22/2026.

ADJOURNMENT:

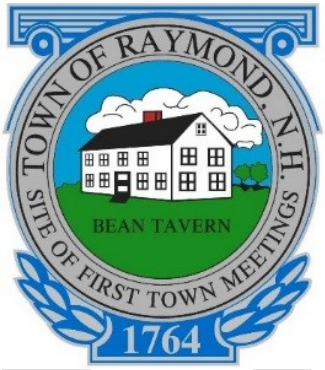
Chair Plante made a motion to adjourn the public meeting at 7:32p.m., seconded by Selectman Long, MOTION CARRIED VIA ROLL CALL VOTE, 4-0-0.

Minutes Recorded By:

Deborah Intonti
Executive Assistant to the
Board of Selectmen and Town Manager

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

Attachment: Bean Tavern Charter



TOWN OF RAYMOND

Bean Tavern Protection Steering Committee, Charter Options

(March 18, 2021)

DRAFT

Purpose: With March 9th, 2021 passage of the of Warrant Article 34 (see below) it is recommended the Raymond Board of Selectmen establish a Bean Tavern Protection Steering Committee. This document provides recommendations on:

- Options and Recommendations for Proposed Committee Membership
- Proposed Committee Goals and Objectives
- Proposed Charter

It is important to note; these recommendations are only intended to provide a framework to help the Board of Selectmen select a desired Charter and other options are available if desired by the Board of Selectmen.

In addition, the term "Protection" was intentionally recommended over "Preservation" because the term preservation implies a defined and narrow outcome that may eliminate the consideration of other options

Comprising the Charter: After each step, the Board of Selectmen need to select the desired option and then simply add that selection's narrative into the body of the Charter.

> **Warrant Article 34 – Establish a Capital Reserve Fund for the Purchase of 10 Old Fremont Road (Bean Tavern):**
>
> To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1-c for purpose of purchasing 10 Old Fremont Road (The Bean Tavern) to ensure the landmark's preservation and to raise and appropriate the sum of **Two Hundred Sixty Thousand Dollars ($260,000)** to be placed in this fund. This sum is to come from the unassigned fund balance and no amount will be raised through future taxation. Further, to name the Board of Selectmen as agents to expend from said fund. (Majority Vote Required).
>
> Recommended by the Board of
> Selectmen Recommended by the
> Budget Committee
> **Estimated 2021 Tax Impact: $0.000**

Charter Part 1: Selecting Committee Membership Options: It is recommended that the Committee be comprised of at a *minimum statutory members from the Board of Selectmen, Planning Board and the Historic District Commission (Town Officials) as well as members from the community (Members at Large)*. It is also encouraged that the quorum for this body be established as an odd number. Below outlines recommended membership concepts and structures:

> **Option A;** 5 Member Steering Committee (Three (3) Town Officials with alternates and Two (2) Members at Large:
>
> > **Option A Charter Narrative:** *The Bean Tavern Protection Steering Committee will be a **five (5)** member Committee with membership composed from a primary and alternate from the Raymond Board of Selectmen, Raymond Planning Board, and the Raymond*

DRAFT

*Historical District Commission. In addition, the Raymond Board of Selectmen will appoint **two (2)** members at large from the community.*

Option B1 & B2; 7 Member Steering Committee (Four (4) Town Officials with alternates and three (3) Members at Large. This option increases the membership to seven (7) and allows the Board of Selectmen to add in a member from the Budget Committee or Capital Improvement Committee while expanding community input:

Option B1 (Capital Improvement Committee Addition) Charter Narrative: *The Bean Tavern Protection Steering Committee will be a **seven (7)** member Committee with membership composed from a primary and alternate from the Raymond Board of Selectmen, Raymond Planning Board, Raymond Historical District Commission and Raymond Capital Improvement Committee. In addition, the Raymond Board of Selectmen will appoint **three (3)** members at large from the community.*

Option B2 (Capital Improvement Committee Addition) Charter Narrative: *The Bean Tavern Protection Steering Committee will be a **seven (7)** member Committee with membership composed from a primary and alternate from the Raymond Board of Selectmen, Raymond Planning Board, Raymond Historical District Commission and Raymond Budget Committee. In addition, the Raymond Board of Selectmen will appoint **three (3)** members at large from the community.*

Option C; 7 Member Steering Committee (three (3) Town Officials with alternates and four (4) Members at Large. This option maintains the recommended core membership of Town Officials and expands the community input to represent a majority of the Committee:

Option A Charter Narrative: *The Bean Tavern Protection Steering Committee will be a **Seven (7)** member Committee with membership composed from a primary and alternate from the Raymond Board of Selectmen, Raymond Planning Board, and the Raymond Historical District Commission. In addition, the Raymond Board of Selectmen will appoint **Four (4)** members at large from the community.*

Please note: Whatever structure is selected; the Board of Selectmen would just need to read that specific Charter Narrative into the record.

Charter Part 2: Selecting Committee Goal Options: It is recommended that the Committee work from specified goals to develop multiple options to present to the Board of Selectmen to latter be discussed and decided in posted public hearing. Below are identified proposed goals of the Committee for consideration and selection by the board of Selectmen. If the Goal is selected, then the Narrative for that Goal just needs to be read into the Charter under the Goal Section.

The Bean Tavern Protection Steering Committee is chartered to develop multiple options to be presented to the Raymond Board of Selectmen for public discussion and final decision based on the following goals:

Goal Option A: *Enduring Protection of the Historical Landmark through public or private ownership*

Goal Option B: *Define potential public and private uses that support Enduring Protection goals*

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Goal Option C: *Create no tax impact through increased appropriations*

Goal Option D: *Balance preservation efforts against the current Town-wide Capital Improvement Needs*

Goal Option E: *Develop and explore potential financial support options for each option developed*

Goal Option F: *Work with Town Manager for professional support and guidance as needed*

Goal Option G: *Identify and include in presentation both positive and negative second and third order effects of each recommendation using SWOT Analysis format*

Goal Option H: *Evaluate official designation of the property as a Historical Landmark*

Goal Option I: *Be ready to present recommendations to the Raymond Board of Selectmen by August 1st, 2021 and be present at Public Hearings for public questions.*

Example Charter: *The Board of Selectmen hereby Charter Bean Tavern Protection Steering Committee to provide the Board of Selectmen with recommendations regarding Town strategies for the Bean Tavern (10 Old Freemont Road)* ***Example Only; this would be based on what the BOS select:***

The Bean Tavern Protection Steering Committee will be a ***seven (7)*** *member Committee with membership composed from a primary and alternate from the Raymond Board of Selectmen, Raymond Planning Board, Raymond Historical District Commission and Raymond Capital Improvement Committee. In addition, the Raymond Board of Selectmen will appoint* ***three (3)*** *members at large from the community.*

The Bean Tavern Protection Steering Committee is chartered to develop multiple options to be presented to the Raymond Board of Selectmen for public discussion and final decision based on the following goals: ***Example Only; this would be based on what the BOS select:***

Goal Option A: *Enduring Protection of the Historical Landmark through public or private ownership*

Goal Option B: *Define potential public and private uses that support Enduring Protection goals*

Goal Option C: *Create no tax impact through increased appropriations*

Goal Option D: *Balance preservation efforts against the current Town-wide Capital Improvement Needs*

Goal Option E: *Develop and explore potential financial support options for each option developed*

Goal Option F: *Work with Town Manager for professional support and guidance as needed*

Goal Option G: *Identify and include in presentation both positive and negative second and third order effects of each recommendation using SWOT Analysis format*

Goal Option H: *Evaluate official designation of the property as a Historical Landmark*

Goal Option I: *Be ready to present recommendations to the Raymond Board of Selectmen by August 1st, 2021 and be present at Public Hearings for public questions.*

DRAFT

TOWN OF RAYMOND, NH

CAPITAL RESERVE/TRUST FUND REQUEST

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

REQUEST FROM:
Department
Town Manager

CONTROL NUMBER:
2021-05

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
4/8/2021	Joseph Ilsley	4/12/2021	
FUND NAME / ACCOUNT	**DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES**		
Purchase of 10 Old Fremont Rd 05-8058-064	**Total Purchase Price.**		$215,872.00
Total			**$215,872.00**

Chairman George Plante — Approved / Not Approved

Vice Chair Kathy Hoelzel — Approved / Not Approved

Scott Campbell — Approved / Not Approved

Chris Long — Approved / Not Approved

Appointed Selectman — Approved / Not Approved

Article 34 Establish a CRF Fund for the Purchase of 10 Old Fremont Road (The Bean Tavern):
To see if the Town of Raymond will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1-c for the purpose of purchasing 10 Old Fremont Road (The Bean Tavern) to ensure the landmark's preservation and to raise and appropriate the sum of Two Hundred Sixty Thousand Dollars ($260,000) to be placed in this fund. This sum is to come from the unassigned fund balance and no amount will be raised through future taxation. Further, to name the Board of Selectmen as agents to expend from said fund. (Majority Vote Required)

667

YES

NO

516

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

CHECK/DISBURSEMENT SHEET

Buyer:	Town of Raymond, New Hampshire
Seller:	Timothy T. Louis and Margaret E. Louis
Property:	10 Old Fremont Road, Raymond, New Hampshire
Closing Date:	April 9, 2021
Client No.	24200-32

Sources of Funds:

Buyer's Funds to Closing	$	215,872.00
TOTAL SOURCES:	**$**	**215,872.00**

Uses of Funds:

Wires:

Timothy T. Louis and Margaret E. Louis	$	119,356.90
Bank of NY Mellon via Bank of America	$	85,343.10

Checks:

* Drummond Woodsum	$	422.00
Carey & Giampa Realtors	$	10,750.00
Total Checks & Wires:	**$**	**215,872.00**
TOTAL USES:	**$**	**215,872.00**

* includes recording and L-Chip fees

Settlement Statement

Buyer:	Town of Raymond, New Hampshire
Seller:	Timothy T. Louis and Margaret E. Louis
Property:	10 Old Fremont Road, Raymond, New Hampshire
Closing Date:	April 9, 2021
Client No.	24200-32

Purchase Price:			**$**	**215,000.00**
Reductions/Settlement Charges to Seller:				
Bank of NY Mellon (payoff Loan 115369854 thru 5/5/21)	$	85,343.10		
Rockingham County Registry of Deeds				
(recording fees for discharge)	$	17.00		
(L-chip fee and e-filing fee)	$	30.00		
Carey &Giampa Realtors (commission)	$	10,750.00		
Drummond Woodsum (outgoing wire fee)	$	50.00		
Total Reductions/Settlement Charges:			**$**	**96,190.10**
Plus Credits to Seller:				
Credit for Oil proration	$	547.00		
Total Credits:			**$**	**547.00**
AMOUNT DUE TO SELLER:			**$**	**119,356.90**

Seller:

Timothy T. Louis by his Attorney-in-Fact
Margaret E. Louis, under Power of Attorney
dated December 17, 2019

Margaret E. Louis, Individually

Settlement Statement

Buyer:	Town of Raymond, New Hampshire
Seller:	Timothy T. Louis and Margaret E. Louis
Property:	10 Old Fremont Road, Raymond, New Hampshire
Closing Date:	April 9, 2021
Client No.	21200 32

Purchase Price:			**$**	**215,000.00**
Reductions/Settlement Charges to Buyer:				
Drummond Woodsum & MacMahon				
(legal fees)		POC		
(incoming wire fees)	$	15.00		
(preparation of closing binders)	$	200.00		
(outgoing wire fees)	$	25.00		
Rockingham County Registry of Deeds				
(recording fees - deed and poa)	$	48.00		
(L-Chip fee)	$	25.00		
(e-recording fees)	$	12.00		
Credit to Seller for Oil proration	$	547.00		
Total Reductions/Settlement Charges:			**$**	**872.00**
Less Credits to Buyer:				
Total Credits:			**$**	**-**
AMOUNT DUE FROM BUYER:			**$**	**215,872.00**

Buyer:
Town of Raymond, New Hampshire

By:_____
Joseph S. Ilsley
Its: Town Manager

COMMISSION STATEMENT

Buyer(s): Town of Raymond, NH

Seller(s): Timothy Louis & Margaret Louis

Property Address: 10 Old Fremont Rd Raymond, NH

Closing Date: On or before April 8, 2021

Selling Price: $215,000

Total Professional Fee: $10,750

Listing Agency/Broker Name: Carey & Giampa Realtors, LLC / Greg Gagalis

Commission Due Listing Agency: $10,750

Selling Agency/Broker Name: NA

Commission Due Selling Agency: NA

Escrow Deposit Amount: $0

Escrow Held By: NA

Bring Deposit to Closing? NA

Retain Deposit to Apply Toward Commission? NA

Thank you for closing this property with Carey & Giampa, Realtors

dotloop signature verification:

19. ADDITIONAL PROVISIONS:

1) Town of Raymond's successful completion of RSA 41;14-a process
2) Town of Raymond successfully secure legislative authority to acquire and appropriate and expend funds through 2021 Town Vote
3) The Buyer has the ability to withdraw from the purchase at the Buyer's option, if it is determined or suspected by the Buyer the existence of any issue causing unacceptable liabilities to the Town of Raymond, including but not exclusively limited to liens, environmental contamination, hazardous material or waste or contested rights of ownership.
4) Property be cleared of all personal effects and/or debris (excluding collapsed portion of the barn) prior to closing.
5) Seller is to provide Buyer with the last heating system service receipt (December 2019) prior to inspection.

20. ADDENDA ATTACHED: ☐ Yes ☑ No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

BUYER	DATE/TIME	BUYER	DATE/TIME
4 Epping Street			
MAILING ADDRESS		MAILING ADDRESS	
Raymond NH 03077			
CITY STATE ZIP		CITY STATE ZIP	

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER	DATE/TIME	SELLER	DATE/TIME
Andrew E Louis dotloop verified 09/03/20 8:39 AM EDT I6CK-PF6I-GY76-QKYZ			
104 Silver Glade			
MAILING ADDRESS		MAILING ADDRESS	
Chapel Hill NC 27514			
CITY STATE ZIP		CITY STATE ZIP	

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PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

~~the existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.~~

~~BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.~~

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing AS STATED ABOVE ~~and shall, within~~ By March 2021 ~~calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.~~

If BUYER provides written evidence of inability to obtain financing to SELLER by March 15 2021 ("Financing Deadline"), then:

(a) This Agreement shall be null and void; and

(b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and

(c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

~~(a) BUYER does not make application within the number of days specified above; or~~

(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

(a) Declaring BUYER in default of this Agreement; or

(b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

(a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and

(b) This Agreement will be terminated; and

(c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

(a) Will be entitled to all deposits in accordance with the Deposit Procedures; and

(b) This Agreement will be terminated; and

(c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller ____ Buyer ____

SELLER(S) INITIALS ____ / ____ BUYER(S) INITIALS ____ / ____

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2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or

3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.
BUYER HEREBY ELECTS TO *WAIVE THE RIGHT* TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE: ☐ ☐

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO
a. Restrictive Covenants of Record	☑	☐
b. Easements of Record/Deed	☑	☐
c. Park Rules and Regulations	☐	☑
d. Condominium documentation per N.H. RSA 356-B:58	☐	☑
e. Co-op/PUD/Association Documents	☐	☑
f. Availability of Property/Casualty Insurance	☑	☐
g. Availability and cost of Flood Insurance	☑	☐

If such review is unsatisfactory, BUYER must notify SELLER in writing within 1Apr2021 days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement (☑ is) (☐ is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT $215,000 TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

Financing: This agreement is expressly contingent upon the 2021 Town Meeting vote approving a warrant article(s) for the acquisition of the property as outlined in this Agreement and any amendments and the appropriation of funds to purchase the property; a failed vote on either renders this Agreement null and void. Under normal circumstances (i.e. absent COVID issues), the vote is held on the second Tuesday in March.

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS AEL 09/03/20 8:39 AM EDT dotloop verified / _____ BUYER(S) INITIALS DSC / _____

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9. **TITLE:** if upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. **PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☑YES ☐NO

13. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:** _____ _____

14. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☑	☐	within 1Apr2021 days	f. Lead Paint	☑	☐	within 1Apr2021 days
b. Sewage Disposal	☑	☐	within 1Apr2021 days	g. Pests	☑	☐	within 1Apr2021 days
c. Water Quality	☑	☐	within 1Apr2021 days	h. Hazardous Waste	☑	☐	within 1Apr2021 days
d. Radon Air Quality	☑	☐	within 1Apr2021 days	i. Other Liabilities	☑	☐	within 1Apr2021 days
e. Radon Water Quality	☑	☐	within 1Apr2021 days	j. _____	☐	☐	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS _____ / _____

09/03/20 8:39 AM EDT dotloop verified

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PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

September 3, 2020 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this _____ day of _____, _____ between Timothy Louis and Margaret Louis ("SELLER") of 10 Old Fremont Road, City/Town Raymond, State NH Zip 03077 and Town of Raymond, NH ("BUYER") of 4 Epping Street, City/Town Raymond, State NH Zip 03077.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Raymond located at 10 Old Fremont Road, County Rockingham Book 2368 Page 1917 Date 08/07/1980 ("PROPERTY").

3. The **SELLING PRICE** is two hundred fifteen thousand Dollars $215,000. A DEPOSIT in the form of $0.00, is to be held in an escrow account by N/A N/A ("ESCROW AGENT"). BUYER ☐ has delivered, or ☐ will deliver to the ESCROW AGENT's FIRM within N/A days of the EFFECTIVE DATE, a deposit of earnest money in the amount of $$0.00. BUYER agrees that an additional deposit of earnest money in the amount of $$0.00 will be delivered on or before N/A. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of $$215,000.

4. **DEED:** Marketable title shall be conveyed by a Warranty Deed deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before 05/03/2021 at To be Determined or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 72 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Greg Gagalis of Carey & Giampa Realtors
is a ☑ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
xx of xx
is a ☐ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.
☐ NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds $1,000.

SELLER(S) INITIALS AEL 09/03/20 8:39 AM EDT / _____ BUYER(S) INITIALS _____ / _____

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ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

Addendum to the Purchase and Sales Agreement dated _____, between

Timothy Louis and Margaret Louis

_____, ("**SELLER**"), and

Town of Raymond, NH

_____, ("**BUYER**"), for

the property located at 10 Old Fremont Road Raymond, NH

_____

hereby agree to the following:

1. Seller agrees to allow town of Raymond and contractor access to property to conduct Phase I environmental test. Property to be returned to original condition after testing is completed.

2. The following replaces section 14 Inspections and #3 in section 19 of the Purchase & Sales agreement. Buyer to conduct Phase I Environmental test. Buyer has 60 days from the effective date of the Purchase & Sales agreement to conduct testing and have results.

3. All other conditions to remain in effect.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.

EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

Margaret H Louis 9/2/2020		Kathleen M. Hachey 9/2/2020	
BUYER	DATE / TIME	BUYER	DATE / TIME
John L. Barnes III 9/2/2020			
Andrew E Louis dotloop verified 09/03/20 8:39 AM EDT TXD3-9DQL-TVXX-XIXV			
BUYER	DATE / TIME	SELLER	DATE / TIME

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19. ADDITIONAL PROVISIONS:

1) Town of Raymond's successful completion of RSA 41;14-a process
2) Town of Raymond successfully secure legislative authority to acquire and appropriate and expend funds through 2021 Town Vote
3) The Buyer has the ability to withdraw from the purchase at the Buyer's option, if it is determined or suspected by the Buyer the existence of any issue causing unacceptable liabilities to the Town of Raymond, including but not exclusively limited to liens, environmental contamination, hazardous material or waste or contested rights of ownership.
4) Property be cleared of all personal effects and/or debris (excluding collapsed portion of the barn) prior to closing.
5) Seller is to provide Buyer with the last heating system service receipt (December 2019) prior to inspection.

20. ADDENDA ATTACHED: ☐ Yes ☑ No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

BUYER	DATE/TIME	BUYER	DATE/TIME
4 Epping Street			
MAILING ADDRESS		MAILING ADDRESS	
Raymond NH 03077			
CITY STATE ZIP		CITY STATE ZIP	

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER	DATE/TIME	SELLER	DATE/TIME
Andrew E Louis dotloop verified 09/03/20 8:39 AM EDT I6CK-PF6I-GY76-QKYZ			
104 Silver Glade			
MAILING ADDRESS		MAILING ADDRESS	
Chapel Hill NC 27514			
CITY STATE ZIP		CITY STATE ZIP	

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~~BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.~~

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing AS STATED ABOVE and shall, within By March 2021 ~~calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.~~

If BUYER provides written evidence of inability to obtain financing to SELLER by March 15 2021 ("Financing Deadline"), then:

(a) This Agreement shall be null and void; and

(b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and

(c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

~~(a) BUYER does not make application within the number of days specified above; or~~

(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

(a) Declaring BUYER in default of this Agreement; or

(b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

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If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

(a) Will be entitled to all deposits in accordance with the Deposit Procedures; and

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SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS _____ / _____

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dotloop signature verification:

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c. Park Rules and Regulations	☐	☑

	YES	NO
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g. Availability and cost of Flood Insurance	☑	☐

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LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☑ YES ☐ NO

13. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:** ____ ____

14. **INSPECTIONS:** The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☑	☐	within 1Apr2021 days	f. Lead Paint	☑	☐	within 1Apr2021 days
b. Sewage Disposal	☑	☐	within 1Apr2021 days	g. Pests	☑	☐	within 1Apr2021 days
c. Water Quality	☑	☐	within 1Apr2021 days	h. Hazardous Waste	☑	☐	within 1Apr2021 days
d. Radon Air Quality	☑	☐	within 1Apr2021 days	i. Other Liabilities	☑	☐	within 1Apr2021 days
e. Radon Water Quality	☑	☐	within 1Apr2021 days	j.	☐	☐	within ____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. **If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:**

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS ____ 09/03/20 8:39 AM EDT dotloop verified / ____ BUYER(S) INITIALS ____ / ____

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dotloop signature verification:

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

REALTOR® EQUAL HOUSING OPPORTUNITY

September 3, 2020 ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this _____ day of _____, _____ between Timothy Louis and Margaret Louis ("SELLER") of 10 Old Fremont Road, City/Town Raymond, State NH Zip 03077 and Town of Raymond, NH ("BUYER") of 4 Epping Street, City/Town Raymond, State NH Zip 03077.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Raymond located at 10 Old Fremont Road, County Rockingham Book 2368 Page 1917 Date 08/07/1980 ("PROPERTY").

3. The **SELLING PRICE** is two hundred fifteen thousand Dollars $215,000. A DEPOSIT in the form of $0.00, is to be held in an escrow account by N/A N/A ("ESCROW AGENT"). BUYER ☐ has delivered, or ☐ will deliver to the ESCROW AGENT's FIRM within N/A days of the EFFECTIVE DATE, a deposit of earnest money in the amount of $$0.00. BUYER agrees that an additional deposit of earnest money in the amount of $$0.00 will be delivered on or before N/A. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of $$215,000.

4. **DEED:** Marketable title shall be conveyed by a Warranty Deed deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before 05/03/2021 at To be Determined or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 72 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Greg Gagalis of Carey & Giampa Realtors
is a ☑ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
xx of xx
is a ☐ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*
*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.
☐ NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds $1,000.

SELLER(S) INITIALS AEL 09/03/20 8:39 AM EDT / _____ BUYER(S) INITIALS _____ / _____

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dotloop signature verification:

ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

Addendum to the Purchase and Sales Agreement dated _____, between

Timothy Louis and Margaret Louis

_____, ("**SELLER**"), and

Town of Raymond, NH

_____, ("**BUYER**"), for

the property located at 10 Old Fremont Road Raymond, NH

_____

hereby agree to the following:

1. Seller agrees to allow town of Raymond and contractor access to property to conduct Phase I environmental test. Property to be returned to original condition after testing is completed.

2. The following replaces section 14 Inspections and #3 in section 19 of the Purchase & Sales agreement. Buyer to conduct Phase I Environmental test. Buyer has 60 days from the effective date of the Purchase & Sales agreement to conduct testing and have results.

3. All other conditions to remain in effect.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.

EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

George H Louis 9/2/2020		Kathleen M. Haefel 9/2/2020	
BUYER	DATE / TIME	BUYER	DATE / TIME
John L. Barnes III 9/2/2020			
Andrew E Louis dotloop verified 09/03/20 8:39 AM EDT TXD3-9DQL-TVXX-XIXV			
SELLER	DATE / TIME	SELLER	DATE / TIME

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INVENTORY OF PROPERTY TRANSFER

STEP 3 - REAL ESTATE (continued)

Tax Map	Block	Lot
0 2 3	0 0 0	0 6 0

Acreage: 1. 9 9

Number of Parcels Purchased: 1

Multi Town Sale? Yes X No

If Yes, list municipalities:

Property Use (Check One): X Residential | Commercial | Mixed Res / Comm | Industrial | Other

Property Type (Check All That Apply): Land Only | Building Only | X Land & Building | Condo | Condex | Land & Manufactured Housing | Manufactured Housing | Multi-unit | Timber Rights | Mineral Rights

Features (Check One): Waterfront | Water Access | If multi-unit building, how many units?

STEP 4 - DEED

Transfer Date | Recording Date | Book No. | Page No. | Sale Price

Type of Transfer (Check one): X Warranty | Quitclaim | Mortgage | Sheriffs | Tax | Foreclosure | Commissioner's | Fiduciary | Probate | In Lieu of Foreclosure

STEP 5 - TRANSACTION DETAIL

Were there any special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value? Yes X No

If Yes, please choose all that apply from the list below or select "other" and fill in an explanation.

Family Sale | Sheriff's Sale | Business Affiliates | Bank Sale | Easement | Life Estate / Trust | Time Share

Government Sale | Abutter Sale | Other

Did the sale transfer 100% interest in the property? X Yes No If no what % interest transferred?

Did the sale price above include a consideration for non-taxable personal property? Yes X No If yes, indicate value below:

Furnishings | Other

Inventory | Timber

Was the sale price reduced because of a Land Use Change Tax? Yes X No If yes, by what amount?

Do you consider the selling price to be fair market value? X Yes No If no, explain

Have you or will you make improvements to the property after the purchase but before April 1st? Yes No

If yes please indicate approximate cost of these improvements:

Occupancy and status of structure: No Structure | New Construction (1 yr) | X Previously Occupied

Will the property serve as your primary residence? Yes X No

New Hampshire
Department of
Revenue Administration

PA-34

00PA341411862

INVENTORY OF PROPERTY TRANSFER

STEP 1 - PURCHASER(S) Grantee (use new primary mailing address)

Entity Type - (Check One): Individual | Joint | Partnership | X Corporation | Trust | LLC | Holding Company

Last Name / Entity: Town of Raymond New Hampshire
First Name:

Last Name / Entity:
First Name:

Last Name / Entity:
First Name:

Street No.: 4
Street Name: Epping Street
Apt / Unit:
Phone Number:

City: Raymond
State: NH
Zip Code + 4 (or Canadian Postal Code): 0 3 0 7 7 - 2 5 2 9

Email (optional):

STEP 2 - SELLER(S) Grantor (use new primary mailing address)

Entity Type - (Check One): Individual | X Joint | Partnership | Corporation | Trust | LLC | Holding Company

Last Name / Entity: Louis
First Name: Timothy T.

Last Name / Entity: Louis
First Name: Margaret E.

Last Name / Entity:
First Name:

Street No.: 48
Street Name: Dove Street
Apt / Unit:
Phone Number:

City: Portsmouth
State: NH
Zip Code + 4 (or Canadian Postal Code): 0 3 8 0 1 - 4 8 7 7

Email (optional):

STEP 3 - REAL ESTATE

Municipality: Town of Raymond
County: Rockingham

Street No.: 10
Street Name (If applicable): Old Fremont Road
Apt / Unit:

INVENTORY OF PROPERTY TRANSFER
SIGNATURE PAGE

STEP 7 - SIGNATURES

Power of Attorney (POA): By checking this box and signing below, you authorize the preparer listed on this document to act on your behalf for this document only, including entering the book and page numbers and filing this document electronically.

TAXPAYER'S SIGNATURE & INFORMATION (Purchaser's Signature is Required)

Under penalties of perjury, I declare that I have examined this return and to the best of my belief it is true, correct and complete.

Purchaser's Signature MMDDYYYY

Purchaser's Printed Name

Purchaser 2 Signature MMDDYYYY

Purchaser 2 Printed Name

Purchaser 3 Signature MMDDYYYY

Purchaser 3 Printed Name

PREPARER'S SIGNATURE & INFORMATION (If prepared by someone other than the Purchaser)

Under penalties of perjury, I declare that I have examined this document and to the best of my belief it is true, correct and complete. (If prepared by a person other than the taxpayer, this declaration is based on all information of which the preparer has knowledge.)

Preparer's Signature (if other than taxpayer) MMDDYYYY

Preparer's Printed Name (required if POA box is checked)

c9c7e5f0-89fa-4d90-a88f-5ea683008ee5

INVENTORY OF PROPERTY TRANSFER

STEP 6 - PREPARER

Entity

Drummond Woodsum

Last Name	First Name		
Watson, Esq.	Thomas		
Street No.	**Street Name**	**Apt / Unit**	**Phone Number**
501	Islington Street	Suite 2 C	6037927406
City	**State**	**Zip Code + 4 (or Canadian Postal Code)**	
Portsmouth	NH	03801-4877	

Email (optional)

e57b3a80-66af-40ae-8382-0150502937a4

STEP 5 - Transaction Detail

- Question 1: Check the appropriate box as to whether there were any special circumstances that would suggest the full price or consideration of the property was either more or less than its fair market value. If "yes," please choose all reasons that apply or select "other" and provide a detailed explanation.

- Question 2: Check the appropriate box as to whether the sale transferred 100% interest in the property. If "no," indicate the percentage of interest in the property that was transferred.

- Question 3: Check the appropriate box as to whether the sale price included a consideration for non-taxable personal property. If "yes," indicate the approximate value of furnishings, inventory, timber and/or other property (appliances, minerals, boats, equipment, inventory of a business, etc.) in the appropriate box.

- Question 4: Check the appropriate box as to whether the sale price was reduced because of a Land Use Change Tax per RSA 79-A:7. If "yes," please specify the amount.

- Question 5: Check the appropriate box as to whether you consider the selling price to be fair market value. If "no," please explain the reason(s) why.

- Question 6: Check the appropriate box as to whether the grantee has made or intends to make improvements to the property after the purchase but before April 1st. If "yes," please indicate the approximate cost of these improvements. Do not include improvements made by the grantor prior to establishing the sale price.

- Question 7: Check the appropriate box as to the occupancy and status of the structure.

- Question 8: Check the appropriate box as to whether the property will serve as your primary residence.

STEP 6 - Preparer

If this form was filled out by someone other than the purchser, please enter the full name, entity, address, identification number, phone number and email address (optional) of the preparer.

STEP 7 - Signatures (Paper Form)

- Power of Attorney (POA): By checking the POA box, and signing below, the taxpayer(s) authorizes the preparer listed in Step 6 to act on your behalf for this document only, including entering the Book and Page numbers and filing this document. This is a limited POA for this document only. If a Purchaser does not authorize the POA then a separate PA-34 must be filed.

- Purchaser's Signature and Information: The Form must be signed in ink and dated by the Purchaser(s).

- Preparer's Signature and Information: If the Form was prepared by someone other than the Purchaser(s), the Form must be dated and signed in ink by the preparer. The preparer's printed name is also required if the POA box is checked.

DEAR PROPERTY OWNER:
The Department of Revenue Administration is responsible for equalizing the value of property in each municipality. Equalization is used to accurately apportion county and school district taxes among the cities and towns and to distribute state revenues to the cities and towns. To equalize property values, the Department of Revenue Administration annually conducts a sales/assessment ratio study for each municipality. The information provided on the PA-34 form is needed to assist the Department in determining whether a particular sale involved is an "arms-length transaction" and should be included in our equalization sales/assessment study. If you have questions regarding this form, please contact us at (603)230-5920.

WHO MUST FILE
The purchaser, grantee, assignee or transferee of each transfer of real estate or interest in real estate must file the PA-34 form. There are "no exceptions."

WHEN TO FILE
Form PA-34 is due no later than 30 days from the recording date of the deed at the register of deeds or the date of the transfer, whichever is later.

WHERE TO FILE
A PA-34 form must be filed with the Department of Revenue Administration, P.O. Box 1313 Concord, NH 03302-1313 via the U.S. Post Office or hand carried to the Department of Revenue Administration at 109 Pleasant Street, Concord, NH, between the hours of 8:00 a.m. and 4:30 p.m. A copy of the PA-34 form must also be filed with the local assessing officials of the municipality in which the property is located.

NEED HELP?
Questions not covered here may be answered in our Frequently Asked Questions (FAQ) available on our website at www.revenue.nh.gov/ or by calling Taxpayer Services at (603) 230-5920, Monday through Friday, 8:00 am to 4:30 pm. All written correspondence to the Department should include the taxpayer name, taxpayer identification number, the name of a contact person and a daytime telephone number. Individuals who need auxiliary aids for effective communications in programs and services of the New Hampshire Department of Revenue Administration are invited to make their needs and preferences known. Individuals with hearing or speech impairments may call TDD Access: Relay NH 1-800-735-2964

NEED FORMS?
To access additional forms, please visit our web site at www.revenue.nh.gov/ or call the Forms Line at (603) 230-5001.

LINE-BY-LINE INSTRUCTIONS
Please PRINT legibly or type all information.

STEP 1 - Purchaser(s)
First select the applicable Entity Type of the purchaser.
Enter the full name and address (use new primary mailing address) of the purchaser(s), grantee(s), assignee(s) or transferee(s). Email address is an optional field. Please attach an additional PA-34 for more than three purchasers.

STEP 2 - Seller(s)
First select the applicable Entity Type of the seller.
Enter the full name and address (use new primary mailing address) of the seller(s), grantor(s), assignor(s) or transferor(s). Email address is an optional field.

STEP 3 - Real Estate

Property Location and Description: Enter the municipality, county, street number, street name, and apartment/unit number where the property is located. Provide the tax map, block and lot (parcel identification number) used by the municipality to identify the parcel as well as the area in acres and the number of parcels purchased. If the sale is a multi-town sale, please enter all of the municipalities where parcels are located. Parcel identification numbers are available at local assessing office.
Property Use: Select the primary use of the parcel; only one option may be selected.
Property Type: Select the property type of the parcel; select all that apply.
Features: Identify if the parcel is waterfront or has water access, if applicable. Only one option may be selected. For multi-unit buildings please indicate the number of units.

STEP 4 - Deed
Enter the transfer date, recording date and Book and Page numbers assigned by the County Register of Deeds, along with the sale price (actual amount paid). Please indicate the deed type for the transactions, only one option may be selected. Please note that Book and Page numbers are required and the form will be returned if these fields are left blank.

Town of Raymond
Board of Selectmen Approved Minutes
Monday March 15, 2021
6:30 p.m.

Attendees:

Scott Campbell
Kathleen Hoelzel
George Plante
Jack Barnes
Christopher Long - Absent

Staff:

Joseph Ilsley, Town Manager
Deborah Intonti, Exec, Assist.
Alyssa Richard, Town Clerk
Wayne Welch, Town Moderator

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

Pledge of Allegiance: Recited.

Moment of Silence:

Public Comments:

Robert McDonald read a statement to the Board. (attached to minutes) regarding the protest petition regarding how it was received by the Town. Generally, his concern was that when there are proposed warrant articles that deal with affecting land parcels in this Town, there should be a verified list of all affected parcels listed along with the proposed warrant article. The property owners who are affected by future warrant articles can check this verified list and attend the appropriate board meetings before these warrants are approved and placed on the ballot for voters.

Patricia Bridgeo: She stated that she was part of the meetings and discussions regarding the protest petitions that were placed on the ballot and she did not support them because the information was not available to the citizens. She asked the questions how do we go forward in this town so that citizens can be better informed? She expressed the public discourse and uncivil behavior even at the polls. She agreed with Mr. McDonald's statement. Mr. Barnes commented that she was correct, but people generally are not involved and do not attend these committee/board meetings. Ms. Bridgeo stated that some people do not feel comfortable speaking at these types of meetings, we need to create a setting where people can come together and have civil discussions on town issues without public discourse. Mr. Plante offered his opinion to state that prior to COVID we had "Joe with Joe" which allowed citizens to sit with the Town Manager and have these discussions, ask questions etc. of course that had to stop, and everything was relayed via social media, zoom etc., the connection of face to face has been lost. Chair Campbell agreed like an "abutters" list would be helpful when handling these types of property issues. He also apologized that they are being sought out and concerned for the safety of his family.

AGENDA:

Election Overview:

Vice Chair Hoelzel commented that we had a poor turnout for town voting. She expressed that it takes a huge effort to prepare for town voting. She thanked the Town Clerk, Town Moderator, the Town Staff and all the volunteers that dedicated their time. The results of the election are posted on the website. She also stated that on Friday, March 19th @ 6:00 p.m. at the IHGMS gymnasium there will be a recount for WA #1 (Elected Officials) for the Selectmen candidates and WA #3 Collective Bargaining for the SAU Teacher Contract. It is an open meeting to the public and the candidates can have observers. The Town Moderator, Mr. Welch reiterated what the Vice Chair stated. He explained that the Recount Board for the Town is made up of the Board of Selectmen, Town Clerk and the Town Moderator. We will be doing both recounts for the Town and School on the same night.

Swear In Elected Officials:

Vice Chair Hoelzel made a motion to tables agenda items 2, 3 and 4 until March 22, 2021 Board of Selectmen meeting due to the recount that will take place on March 19th; seconded by Chair Campbell, MOTION CARRIED 4-0-0.

Election of Board Officers:

Vice Chair Hoelzel made a motion to tables agenda items 2, 3 and 4 until March 22, 2021 Board of Selectmen meeting due to the recount that will take place on March 19th; seconded by Chair Campbell, MOTION CARRIED 4-0-0.

Appointment of Board Members to Committees:

Vice Chair Hoelzel made a motion to tables agenda items 2, 3 and 4 until March 22, 2021 Board of Selectmen meeting due to the recount that will take place on March 19th; seconded by Chair Campbell, MOTION CARRIED 4-0-0.

Utility Abatement Update:

Mr. Ilsley stated that the Town has four utility companies that have filed for utility abatements for 2020. He stated that it probably has a lot to do with HB 700 which changes the rules, and they are getting their adjustments in. Eversource has requested an abatement for $102,189; New Hampshire Electric CoOp requested an abatement off their assessed value of $212,685; and EIP Communications (Cell Tower) $199,000. Norther New England Telephone, LLC (Fairpoint), I have reviewed, and it is not specific to what they are asking for. I and the staff have met with George Sansoucy PE LLC. He has reviewed and is working with us to help us through this process per his contract with the Town. He will work with these utility companies first and advise us on the best way to move forward. No action for the Board at this time.

Bean Tavern Update:

Mr. Ilsley stated that the warrant article passed. This doesn't mean that we need an obligation from the Board to go purchase the tavern. I do need the Board to give me direction and how they want us to move forward. The purchase and sale agreement were signed a while ago, and now we close in 30 days. I would like at least one Board of Selectmen member working with me through the process. I need the Board to vote for me to go ahead and close the deal. He also recommended that next week we start assembling the citizen committee for the Bean Tavern so we can move forward. Selectman Barnes motioned to have the Town Manager pursue the purchase the property (10 Old Fremont Rd); seconded by Selectmen Plante; MOTION CARRIED 4-0-0. Chair Campbell, Selectman Barnes and Selectman Plante would like to be present at the Friday March 19th meeting at the property; we will post a quorum of members at the sight.

Town Hall 2021 Priorities of Work:

Mr. Ilsley ran down the list of priorities of work for the coming year. All of these items can be found in the 2020 Town Manager's report which gives more detail and explanations.

- Preparing for the 2021 Town Re-Evaluation
- Emergency Management Plan
- Hazards Mitigation Plan
- Revitalize Downtown Project
- Conduct Cemetery Beautification and Capital Needs Assessment
- 2022 Solid Waste Transition Plan

- Initiation of Downtown "Safe Routes" Strategy
- Town of Raymond Developer's Handbook
- Raymond Cable Television Integration Plan
- Bean Tavern Support
- Town Rates and Fees Process
- Closing the Chapter on Expending Funds on Private Property
- Continuing Efforts MS4 Water Quality Strategy
- Phase II of Capital Improvement Plan
- Addressing Water Tower & Well Two
- Phase I of Town Administrative Building
- Year #2 of Road Revitalization
- Phase II of Investigating and Mitigating Potential Environmental Hazards
- Year #3 of Sale of Deeded Properties
- Phase II Addressing Issues Facing Rental Properties
- Town Ordinance Update
- Develop a Downtown Economic Model

Selectman Barnes stated that he would like to see a "community center" or a meeting place that Boards can meet with constitutes. He would like the Board to have a permanent meeting place to hold their meetings rather than the school.

Public Comment from Citizen:

Patricia Bridgeo came forward to address the Board to state that the communication at the meetings is hard to follow along as most residents even if they are present at Board meetings, has no idea what is going on. She expressed that if these Board expect for residents to be involved, to try to help, to work together then the information that we are receiving needs to be understood. She asked about information regarding the economic development piece that Mr. Ilsley spoke about and how will the residents know or approve that this entity will be good for the town? Selectman Barnes stated that is a good point. He stated that having meetings to get the information out to the residents regarding taxes, or sue the town? Mr. Ilsley stated that seeking economic development for the town it is my fulfilling my duties for economic development as tasked by the Board of Selectmen. The town needs to actively seek out businesses to bring them in for the planning/zoning board who ultimately takes it from there. She would like to have the information up front instead of after the fact. We will take any pointers to help get information out to the public and I am willing to hear from the citizens.

Sunview Fire Update:

Mr. Ilsley stated his deepest gratitude to the community, business partners and volunteers who stepped up to assist these residents and the town in this time of need. Just on the Town side, there was roughly $68,000 to $72,000 raised through gift cards or monetary donations. There is only three people left out of the 19 that are actively looking for housing. State of New Hampshire came through with the grant money in the amount of $20,928.47 thanks to Executive Counselor Janet Stevens. Her level of dedication over a month trying to get this done. She would like to come to a Board meeting, preferably March 22nd. No more donations are needed to help these residents, but if anyone wants to donate, please consider donating to the local American Red Cross Chapter as they were a huge contributor as well in assisting these residents. We are closing the books on the Front Door Fund and will take care of these remaining residents. He thanked everyone involved and the Board for their support and direction. Selectman Plante

also commented that Selectman Barnes and Vice Chair Hoelzel had a lot to do with getting the elected officials involved to help out.

RCTV Cable Server Discussion:

Selectman Plante commented prior to a motion, that the Board of Selectmen recommend to the Cable Committee to come up with a 10-year plan to present to the Capital Improvement Committee which follow suit with large purchase items as all other town departments. Selectman Plante made a motion to accept the RCTV bid for the server in the amount of $45,097.00. He also stated that if this bid comes in more than $45,097.00, and less than the second bidder, that we draw the line at that amount. The Cable Committee did meet before the CIP committee to get their approval; Selectman Barnes seconded the motion to approve the bid presented; Vice Chair Hoelzel made a amended motion to move forward with the purchase of the server as recommended by the Capital Improvement Committee (CIP) and the Cable Committee in the amount of $45,097.00 plus the annual costs of $5,089.00, seconded again by Selectman Barnes, MOTION CARRIED 4-0-0.

Mr. Ilsley brought forward the agreement between the Town and RCTV regarding RCTV hosting the Zoom meetings for 1 year beginning in November 2020 and also RCTV purchasing the laptop needed to do so. The only alternation that Mr. Ilsley recommends it that the Town purchase the laptop, not RCTV as it should be a town expense ($1,000 approximately), the Board had already approved it, but put it in an agreement form. Selectman Barnes stated that he would like to table this to a future meeting as he stated that what happens if the Governor's orders for zoom meetings are no longer in regulation there is nothing in this agreement that states that the contract/agreement would then be null and void. He would like some language inserted into this agreement; seconded by Selectman Plante, MOTION CARRIED 4-0-0.

Unanticipated Funds/Donations to the Town:

Selectman Barnes made a motion to accept the last of the aggregate funds donated to the town for the Sunview Fire Victims totaling $10,713.53, seconded by Chair Campbell, MOTION CARRIED 4-0-0.

Approval of Board of Selectmen Minutes:

Vice Chair Hoelzel made a motion to approve the February 22, 2021 Board minutes as written, seconded by Chair Campbell, MOTION CARRIED, 4-0-0.

Other Business/Board Announcements:

Next Board meeting is March 22, 2021 @ 6:00PM which will be a public hearing.

Board Correspondence Sent/Received:

Chair Campbell read the correspondence received.

Citizens/Answers and Questions:

Julie Laughner came forward as a newly elected budget committee member she stated that she has a high degree of confidence in our staff elections officials but has a low degree of confidence in the voting machines. Vice Chair Hoelzel stated that as a past town moderator for the past 20 years or so, she has personally worked with the town voting machines and stated that the recounts that we have had over the years have come out with only 1 or 2 vote discrepancy. The machines are tested prior to every election along with the memory cards. Those items are secured after the test and there is a record of every single test conducted which is also secure. These items are all done on behalf of the Secretary of State's Office. Ballots are often the issue rather than the machine especially if the circle is not penciled in rather than a check mark which can throw votes off.

Town Manager's Report:

All town warrant articles passed. High percentage on the operational budget at about 76% of the votes in the affirmative. He also mentioned that he would like to start up Joe with Joe on April 30th hopefully held at the Longbranch Restaurant. He also agreed with Mr. McDonald's comments that if warrant articles were to affect property owners in the town, they should be scoped ahead of time especially with regard to protest petitions. It gives clarity on any issues and gives residents an opportunity to discuss and ask questions. He also apologized to the McDonalds for the issues that they have endured. He appreciative to residents like him who are willing to bring these difficult issues to the floor for open discussion.

Board of Selectmen's Report:

Selectman Barnes, no comments, Vice Chair Hoelzel, reminded everyone regarding the recount on March 19, 2021 @ 6PM, Chair Campbell, no comments, Selectman Plante announced that the Memorial Day Parade festivities will go ahead with all CDC guidelines in place, he invited all Boy Scouts, Girl Scout troops are invited to attend. He also commented on the initiatives of the highway garage. He thanked the staff for their dedication and commitment. Mr. Ilsley stated and thanked Richard Nunziato for his leadership and culture change at the highway garage. It is very much appreciated.

Nonpublic RSA 91-A:3, II (a) Personnel:

Vice Chair Hoelzel made a motion to enter into nonpublic session under RSA stated above, seconded by Selectman Barnes; MOTION CARRIED 4-0-0, Vice Chair Hoelzel, Yes; Selectman Plante, Yes; Selectman Barnes, Yes; S Chairman Campbell, YES. MOTION CARRIED 4-0-0. Vice Chair Hoelzel stated that the Board would only come out to adjourn and state the reason for the nonpublic. Entered nonpublic at 7:46p.m. The Board of Selectman closed nonpublic session at 8:25p.m. The Board resumed public session at 8:26 p.m. to announce that the nonpublic minutes of March 15, 2021 will be sealed indefinitely.

Adjournment:

Selectman Barnes made a motion to adjourn the public meeting at 8:26p.m., seconded by Vice Chair Hoelzel, MOTION CARRIED, 4-0-0.

Attachments to Minutes:

Mr. McDonald's statement

Minutes Recorded By:

Deborah Intonti
Executive Assistant to the
Board of Selectmen and Town Manager

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

Law Office of Cindy M. Bodendorf
Attorney Cindy M. Bodendorf
32 JOHN ST.
RAYMOND, NH 03077

Licensed in NH and MA

Telephone: 603-244-2720
Cell: 603-303-8086
Email: cindymbodendorf@gmail.com

April 1, 2021

Mr. George Plante - Chair
Raymond Town Offices
4 Epping Street
Raymond, NH 03077

RE: 91A – Access to Public Records

Dear Mr. Plante;

In accordance with NH RSA 91-A – Access to Public Records and Meetings, I am requesting a full and complete copy, including but not limited to the board of selectman meeting notes, minutes etc for the year of 2005. Kindly forward the records to my office within the next 14 days.

Should you have any questions and/or comments please do not hesitate to contact my office.

Best Regards;

Cindy M. Bodendorf, Esq.

Deborah Intonti

From: Joe Ilsley
Sent: Monday, April 5, 2021 11:06 AM
To: Kathy Hoelzel
Cc: George Plante; dscrenh@gmail.com; Christopher Long; Deborah Intonti
Subject: FW: Mask Mandate and the selectmans E.O.

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green category, Blue category

Here is the message I received from Glen Carron

Joseph S. Ilsley
Town Manager
Town of Raymond
4 Epping Street, Raymond NH 03077
Phone 603-895-7007

From: Glenn <glenn@scenicnursery.net>
Sent: Monday, April 5, 2021 10:47 AM
To: Joe Ilsley <jilsley@raymondnh.gov>
Subject: Mask Mandate and the selectmans E.O.
Importance: High

DEAR Mr Joseph Ilsley , town manager,

I would strongly suggest you read and review this link of the ADA... American with Disabilities Act, https://www.adasoutheast.org/ada/publications/legal/ada-and-face-mask-policies.php#t2 . It can be cumbersome to fit OUR mutual issue with what is written here but I think you will see where the Town of Raymond is lacking in compliance. I will not sue the town of Raymond as that is not my intent but rather to educate those who don't understand the ramifications of this "mandate" and how it does not have any bearing on those that it violates the rights of. https://en.wikipedia.org/wiki/Marbury_v._Madison Which BY CASE law shows that ANY LAWS , rules Statutes E.O. or such that violate the Constitution of NH and USA "can be IGNORED with impunity".
I would be glad to meet with you IN MY vehicles or other meeting, even a ZOOM meeting if that makes you feel more comfortable. Healthy people are NOT a risk to others. I do see that reasonable EQUAL accommodations must be used in order to keep from violating ones rights in the ADA. The adjustment by TOR for this purpose does not allow equal treatment under the law as by doing so, you are treating me MUCH differently and requiring more of my time to set this up.
https://www.adasoutheast.org/ada/publications/legal/ada-and-face-mask-policies.php#t2

Another thing that must also be kept in mind ... that i am NOT a US corporate citizen or NH resident (corp

designation) I , as an American State National , New Hampshirite, These have NO affect on me as they are not CRIMES if violated. (look up FSIA , Foreign Sovereign Immunities Act
, https://www.fjc.gov/sites/default/files/2014/FSIAGuide2013.pdf , This is for NATIONALS of the USA and not what many think it is for a foreigner or state outside of the USA , it has nothing to do with that but to assess violating state nationals such as myself.)
BTW you cans see that I am a national by my Rockingham County recording of my political Status change over 2 years ago. Just look up my name as you would look up land ownership. Its all there and is my public declaration), A crime being bodily or property injury or rights taken away , of which I claim that the last one is a crime being committed against ME for unduly removing my rights of entry into a Public building and being treated Unequally under the law. My being told that they can wait on me OUTSIDE , discriminates against me an my disability just as if I were in a wheel chair and was told the same thing.
Please do reconsider the review and even have legal counsel review this. You say you wont pay for me to discuss this with the Towns lawyers but a lawsuit is even more expensive and we KNOW that will definetley be much more than a few hours of counsel costs. You can ignore me and roll over my rights , or you can talk with me and work this out to a better treatment of these people like me, and there are MANY more of us than you realize. This C19 will NEVER go away , its here to stay , so lets do some real critical analysis of the situation and work this out in the PRIVATE or I will be forced to do it in the public. This is not a threat but , without alternative remedy and recourse I have NO choice but to pursue the only avenue left. PLEASE , please reach out so that I will not have to use the remaining remedy of my redress of grievances as outlined in the NH Constitution.
I can be reached at 603-895-0236 ANYTIME day or night ,

Glenn Lionel :Caron © Living Soul. All Rights Reserved.
c/o 9 Dudley Rd,
Raymond, New Hampshire [03077-1414]
Tel:603-765-6817
email: glenn@scenicnursery.net

Total Control Panel Login

To: jilsley@raymondnh.gov
From: glenn@scenicnursery.net

Message Score: 45
My Spam Blocking Level: High

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

Block this sender
Block scenicnursery.net

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

Deborah Intonti

From: Joe Ilsley
Sent: Monday, April 5, 2021 11:50 AM
To: Kathy Hoelzel; g_plante@comcast.net
Cc: Deborah Intonti; George Plante
Subject: RE: tel call
Attachments: emergency-order-74.pdf; Board of Selectmen Covid Reopening.docx; Re: Updates from July 7 2020

Kathy,

Attached are the:

1) State of NH Mask Mandate
2) BOS Covid-19 Reopening Plan; highlights Mask to be worn
3) E-mail for Chair; which ok's the plan and emphasizes PPE and Social distancing
    a. I added to the policy that if an individual refused to our could not wear a mask, that we would not deny the service. They would asked to go outside and we would accommodate them out there to ensure the safety of the public and closet adherence to CDC, State and BOS guidance without denying anyone service.
    b. It is important to note; due to spacing of the lobby 6 feet social distancing is extremely difficulty to achieve

Here is a bullet point synopsis of these events:

1) Glen came in for his vehicle registration on Friday April 2nd around 2:00PM
2) He refused to wear a mask implying medical issues
3) He was not asked about his issues and was told he needed to wear a mask or we could accommodate him outside
4) He refused to allow us to wait on him outside
5) PD arrived told him if he refused to wear a mask he needed to step out
6) He complied with PD
7) He was accommodated while he sat in his vehicle out of the elements; 36 degrees, partly sunny
8) He departed with no further issue and was able to register his vehicle

Joseph S. Ilsley
Town Manager
Town of Raymond
4 Epping Street, Raymond NH 03077
Phone 603-895-7007

From: Kathy Hoelzel <kmh34331@gmail.com>
Sent: Monday, April 5, 2021 9:54 AM
To: Joe Ilsley <jilsley@raymondnh.gov>; g_plante@comcast.net
Subject: tel call

Joe, I just received a message on my phone regarding mandated masks in the town office. I am aware from our conversation on Friday,that the person was offered service but not inside without a mask
He wants me to call him back . Because he basically said he was thinking of a lawsuit against the town, I have not returned his call.
Please send me a copy of the governors executive order and our policy to mandate in town buildings . I know that we have those on hand and it would save me time if you send to me.
I will not speak with him until I have heard from you . I know from past experience that if a person will mention a lawsuit we need to be careful of what we say in an effort to protect the Town of Raymond.
Selectman Hoelzel

Total Control Panel Login

To: jilsley@raymondnh.gov Remove this sender from my allow list
From: kmh34331@gmail.com

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

CHRISTOPHER T. SUNUNU
Governor

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR

Emergency Order #74 Pursuant to Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20 and 2020-21

An order requiring persons to wear masks or cloth face coverings when in public spaces without physical distancing

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak. This declaration remains in effect as of the date of this Executive Order; and

WHEREAS, on Friday, March 13, 2020, the Governor issued Executive Order 2020-04, an order declaring a state of emergency due to the Novel Coronavirus (COVID-19); and

WHEREAS, on June 15, 2020, the Governor issued Emergency Order 52, that transitioned from a Stay at Home Order to a Safer at Home Advisory, and that modified many of the restrictions on businesses, places of worship, and other places of commerce or gathering to allow them to continue to transition to full re-opening while limiting the risk of multiplying the spread of COVID-19 in New Hampshire; and

WHEREAS, on May 29, 2020, the U.S. Supreme Court observed that "[t]he precise question of when restrictions on particular social activities should be lifted during the [COVID-19] pandemic is a dynamic and fact-intensive matter subject to reasonable disagreement," and stated that "[o]ur Constitution principally entrusts the safety and health of the people to the politically accountable officials of the States to guard and protect," *South Bay United Pentecostal Church, et al., Applicants* v. *Gavin Newsom, Governor of California, et al.*, No. 19A1044, 590 U.S. __ (2020), at 3 (Roberts, C.J., concurring); and

WHEREAS, New Hampshire's courts have recognized that the COVID-19 pandemic justifies the Governor's declaration of a State of Emergency and the restrictions placed on New Hampshire's citizens, businesses, and other organizations through the Emergency Orders. *See Binford, et. al. v. Sununu,* Merrimack Cty. Super. Ct., 217-2020-CV-00152 (March 25, 2020) (Kissinger, J.), at 7-9; *Devine v. Sununu,* Rockingham Cty. Super. Ct., 218-2020-CV-00602 (June 18, 2020) (Schulman, J.); *Cooper v. Sununu,* Hillsborough Cty. Super. Ct., Southern Dist., 2020-CV-00266 (July 13, 2020) (Colburn, J.), at 15; *Athens v. Sununu*, Cheshire Cty. Super. Ct., 213-2020-CV-00104 (July 14, 2020) (Ruoff, J.), at 6–7; and

WHEREAS, New Hampshire courts have recognized that the outbreak and death toll in New Hampshire would likely be higher without the Governor's initial order declaring a State of Emergency, and that, given the alarming number of cases in neighboring states and the national and international coordination

required to sufficiently control the spread of the disease, COVID-19 is a "disaster of major proportions" that lies "beyond local control." *BAMP Track Operations, LLC v. Sununu*, Merrimack Cty. Super. Ct., 214-2020-CV-00046, at 13; and

WHEREAS, the CDC anticipates that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or have underlying chronic health conditions; and

WHEREAS, the CDC reports that COVID-19 is most commonly spread from an infected person to others through respiratory droplets, including:

- Between people who are in close contact with one another (within about 6 feet);
- Through respiratory droplets produced when an infected person coughs, sneezes, or talks;
- When the droplets land in the mouths or noses of people who are nearby or are possibly inhaled into the lungs; or
- By people who are not showing symptoms but who are infected with COVID-19.

WHEREAS, the CDC reports that COVID-19 is spread mainly from person to person, that COVID-19 is currently spreading very easily and sustainably, that COVID-19 is spreading more efficiently than influenza, and that the best way to prevent illness is to avoid being exposed to COVID-19 by taking the following steps:

- Maintain good physical distance (about 6 feet);
- Wash your hands often with soap and water, and if soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;
- Routinely clean and disinfect frequently touched surfaces; and
- Cover your mouth and nose with a cloth face covering when around others.

WHEREAS, in recent weeks, New Hampshire has experienced a significant increase in COVID-19 infections, many caused by community transmission, and a significant increase in individuals hospitalized due to COVID-19; and

WHEREAS, with the approaching holiday season, it is expected that many Granite Staters will travel within and outside of New Hampshire and attend indoor gatherings, all of which is likely to continue the recent increase in COVID-19 infections and hospitalizations; and

WHEREAS, the New Hampshire Division of Public Health has advised that wearing a cloth face covering is an effective tool for slowing the spread of COVID-19.

NOW, THEREFORE, pursuant to Section 18 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21 it is hereby ordered, effective immediately, that:

1. Beginning on November 20, 2020, all persons over the age of 5 within the State of New Hampshire shall wear a mask or cloth face covering over their noses and mouths any time they are in public spaces, indoors or outdoors, where they are unable to or do not consistently maintain a physical distance of at least six feet from persons outside their own households.

2. For purposes of this Order, the term "public spaces" includes any part of private or public property that is generally open or accessible to members of the general public. Public spaces include, but are

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
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TDD Access: Relay NH 1-800-735-2964

not limited to, lobbies, waiting areas, outside plazas or patios, restaurants, retail businesses, streets, sidewalks, parks, beaches, elevators, restrooms, stairways, parking garages, etc.

3. This Order is not intended to override any provisions related to the wearing of masks and cloth face coverings that are contained within industry specific guidance that is part of Exhibit B to Emergency Order 52. In any situation where the provisions of such industry specific guidance conflicts with this Order, the provisions of such industry specific guidance shall control.

4. Nothing in this Order shall be construed to prevent municipalities within the State of New Hampshire from enacting their own ordinances related to the wearing of masks or cloth face coverings that contain stricter provisions than those contained within this Order.

5. This Order shall not apply to the following:

    a) Educators, students, and staff within K-12 schools;
    b) Any person with a medical condition or disability that prevents wearing a mask or other face covering;
    c) Any person consuming food or drink or sitting at a restaurant or table to eat or drink;
    d) Any person engaged in physical strenuous physical activity;
    e) Any person giving a religious, political, media, educational, cultural, musical, or theatrical presentation or performance for an audience;
    f) Any person who is deaf or hard of hearing, and any person while communicating with an individual who is deaf or hard of hearing or who has a disability, medical condition, or mental health condition that makes communication with that individual while wearing a mask or face covering difficult;
    g) Any person obtaining or providing a service that requires the temporary removal of a mask or face covering;
    h) Any person asked to remove a mask or face covering to verify an identity for lawful purposes; or
    i) Any public safety worker actively engaged in a public safety role and when a mask or face covering would seriously interfere in the performance of their public safety responsibilities.

6. A person who declines to wear a mask or cloth face covering because of a medical or developmental issue, or difficulty breathing, shall not be required to produce documentation, or other evidence, verifying the condition.

7. The provisions of this Order shall remain in effect through January 15, 2021.

Given under my hand and seal at the Executive Chambers in Concord, this 19th day of November, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.

Christopher T. Sununu

GOVERNOR OF NEW HAMPSHIRE

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
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Board of Selectmen Covid-19 Re-Opening Guidance

All,

We have the re-opening guidance from the Board of Selectmen regarding facilities and lands. Below is the updated plan based on this direction.

General Public Re-Opening Guidance: Open up to the greatest extent possible while following CDC and State guidance and direction on Social Distancing and PPE. Each Department Head and Work Center Supervisor is to implement this guidance and identify physical and procedural needs for full implementation in their work center based on the items expanded below.

Front-end:

- 0800-1000 still reserved for elderly and high risk
- The number of people will be restricted to what can be allowed though 6-foot Social Distancing (family units allowed and do not require social distancing between the family unit, only others)
    - Example: if we can get 4 people in the lobby and counters and maintain social distancing then that would be the number allowed in at one time)
- PPE required
- Appointment requirement lifted (Meaning they will be no longer required)
    - Expectation is for a minimum of 2 widows open at a time (as prior to Covid-19(
- All other services provide through Covid-19 will continue

Tasks:

- Identify maximum number allowed per square footage
- Establish on the floor demarcation to aid residents social distancing
- Develop entry and exit flow plan
- Identify and other requirements needed to support
- Prepare signage for front door (remove unnecessary signage)

Library:

- Still open to family units by appointment; however, additional opening will be allowed for computer usage
- PPE required
- All other services provide through Covid-19 will continue

Tasks:

- Identify maximum number allowed per square footage
- Establish on the floor demarcation to aid residents social distancing
- Develop entry and exit flow plan
- Identify and other requirements needed to support
- Prepare signage for front door (remove unnecessary signage)

NOTE: This plan (and all future) must be approved by Library Trustees prior to implementation

DPW/ Water Dept:

- 0800-1000 still reserved for elderly and high risk
- The number of people will be restricted to what can be allowed though 6-foot Social Distancing (family units allowed and do not require social distancing between the family unit, only others)
    - Example: if we can get 1 people in the lobby and counters and maintain social distancing (while passing each other) then that would be the number allowed in at one time)
- PPE required
- Appointment requirement lifted (Meaning no appointment will be required)
- Walkup window still in place

Tasks:

- Identify maximum number allowed per square footage
- Establish on the floor demarcation to aid residents social distancing
- Develop entry and exit flow plan
- Identify and other requirements needed to support
- Prepare signage for front door (remove unnecessary signage)

Recreation:

- Change: the number of people will be restricted to what can be allowed though 6-foot Social Distancing (family units allowed)
    - Example: if we can get 4 people in the lobby and counters and maintain social distancing then that would be the number allowed in at one time)
- PPE required
- Appointment requirement lifted
- Summer Rec started yesterday

Tasks:

- Identify maximum number allowed per square footage
- Establish on the floor demarcation to aid residents social distancing
- Develop entry and exit flow plan
- Identify and other requirements needed to support
- Prepare signage for front door (remove unnecessary signage)

Note: Summer Recreation Program must adhere to State Guidance; there is no additional requirements from the Town of Raymond.

Safety Complex:

- Opening vestibule walk-ups
- Number of people will be restricted to what can be allowed though 6-foot Social Distancing (family units allowed) in a defied area (cannot allow people to walk around the Bay
- PPE required
- No other parts of the Safety Complex open to visitors (let me know if the Board wishes this lifted).

Tasks:

- Identify maximum number allowed per square footage
- Establish on the floor demarcation to aid residents social distancing

- Develop entry and exit flow plan
- Identify and other requirements needed to support
- Prepare signage for front door (remove unnecessary signage)

Other Board of Selectmen Guidance on Facilities and Lands:

1) The Town is to lift the MOA requirement on the Sports leagues for the Porta-Johns, the facilities will be unlocked and posted with "Use at Own Risk"
    a. Also, the Town **will not** be providing additional sanitization for these facilities
2) Per the Board's direction Porto-Johns **will not** be provided for Carol Lake or River Side Park.
3) All Common Activities are suspended until approved by the Board of Selectmen
4) There are no additional directions on reopening Town Facilities

Tasks:

- Recreation is tasked with notifying sports leagues of change in policy
- Parks is tasked with proper signage and unlocking facilities on July 20th

Second Order Impacts:

Department Heads and Work Center Supervisors are also required to identify second order impacts of re-opening and the actions required (these are those periphery tasks or actions that must be taken as we lift restrictions).

1) On 20 July 2020's Board of Selectmen Meeting the Board of Selectmen should re-implement online fee. Rationale: Fully opening Service Counters will make the fee ineligible for re-imbursement under Cares Act funding.

Additional Guidance and Direction from Town Manager:

1) All Department Heads and Work Center Supervisors are required to have all task complete and ready for implementation by July 16th's Emergency Operation Center Meeting.
2) After approval of plans the Town of Raymond will stand down the Town Emergency Operation Center.
3) The Tuesday Town of Raymond EOC will transition to a Virtual Weekly Staff Meeting starting July 21st, 2020
4) The above guidance if for facilities and lands and does not alter direction on employee protective actions or requirements

Deborah Intonti

From: dscrenh@gmail.com
Sent: Wednesday, July 8, 2020 8:45 AM
To: Joe Ilsley
Cc: Kathleen Hoelzel; George Plante; Christopher Long; Deborah Intonti; Steve Brewer
Subject: Re: Updates from July 7 2020

Good Morning all, sorry for the late reply but I have been out of town and had to get right back to work on Monday and didnt have a chance to reach out to all.
1. Re-opening strategy for the town.
Sounds like all is moving in the right direction and we should be able to have everything open by July 20th as we all discussed. The BOS has full faith that the TM will follow all ADA and CDC requirements needed.
Once again I want to emphasize the need to exercise proper social distancing and PPE .
2. Bean Tavern.
Sorry I could not make the walk through. I really wanted to be there .
As we discussed the board would like to tie up the property with a purchase and sales agreement. This should give us time to see if the Town's people want to purchase it.
There is no need for anything more than that (engineering , ect).
I believe that the board should take a look at the purchase and sales before the offer.

3. Town Manager review.
I believe Deb typed up the last review and contract for the TM. I think we should have her do it again and retro back to 6/11/20 with the pay increase.

4. Town Manager reasonable accommodations.
As we discussed the phase in of the TM starting with 2 days first week (I believe this started last week) and increasing 1 day per week till are we back to normal operating procedure. The BOS has full faith in the TM that all ADA and CDC guidelines will be followed.

5. As for the Peter Harney memorial further discussion will be needed.

On Tue, Jul 7, 2020 at 12:05 PM Joe Ilsley <jilsley@raymondnh.gov> wrote:

Board,

Unfortunately there was no representative from the Board at the Town EOC meeting today, so I wanted to update you on the EOC discussions and a couple of other items and remind you regarding outstanding task of the Board. Also, I wanted to remind you that we have an EOC Scheduled for Thursday at 10:00AM.

EOC:

The EOC is still waiting for the BOS' guidance on Covid-19 reopening through the Feedback Sheet I provided on June 30th. Absent of that guidance and based on the positive trends in NH with Covid-19 and State of NH guidance to

maintain PPE and social distancing the EOC is posturing to move to Phase 4 between July 16th and July 21st and (Phase 3 was implemented fully yesterday). Although we are flushing out the specifics, Phase 4 will look something like this:

Front-end:

- 0800-1000 still reserved for elderly and high risk
- Service counters restricted to two residents at one time (will expand number of residents as time progresses or if social distancing can be achieved)
- PPE required
- Appointment requirement lifted
- All other services provide through Covid-19 will continue

Library:

- Sill open to family units by appointment; however, additional opening will be allowed for computer usage
- PPE required
- All other services provide through Covid-19 will continue

DPW/ Water Dept:

- 0800-1000 still reserved for elderly and high risk
- Service counters restricted to one residents at one time (this is due to the physical layout of the service counter)
- PPE required
- Appointment requirement lifted
- Walkup window still in place

Recreation:

- Family units allowed in the building as per Phase 3
- PPE required
- Appointment requirement lifted
- Summer Rec started yesterday

Safety Complex:

- Opening vestibule in the fire bay to walk-ups
- Restricted to one visitor at a time
- PPE required
- No other parts of the Safety Complex open to visitors

82A Prescott Road Update:

I spoke to representatives of DHHS regarding the assisted living facilities rejection of one of our residents based on their suspicion she was being exploited by her daughters. The agreed that If of concerns are accurate; the assisted living facility did fail to meet the mandatory reporting requirement in NH law regarding abused, neglected and exploited adults. There is and will be more to come; however as stated previously we will continue to address the issue.

Communication:

I had a phone conversation with Jack today regarding the Bean Tavern and he informed me he had not been provided any communications I have shared with the Board regarding Bean Tavenr , 82A Prescott Road, Reopening, the Communication Startegy or my Reasonable Accomidation Plan. I have preinted copies all of what I believe to be all of the communications going back to the last weeks of June and the supporting documentations and will be delivering these to him today. In the future, to avoid this isuue we will print out corispondences and get them to Jack so he is kept informed with the rest of the Board.

Outsatnd Board Actions:

As stated in my previous e-mail we are pending Board decisions Bean Tavern and Re-Opening. During the EOC, it also came to my attention we are still waiting for the Board to make a decision on regarding what to do with Peter Harney Memorial Contribution. To make it easier for the Board below are the following actions we are awaiting decisions from the Board:

1. Re-Opening Stategy Feedback
2. Bean Tavern Strategy Feedback
3. Peter Harney Memorial Direction
4. Town Manager Review
5. Town Manager Reasonable Acomidation Feedback

I will also print a copy of this message and get it to Jack too;

Joe

Joseph S. Ilsley

Town Manager

Town of Raymond

4 Epping Street, Raymond NH 03077

Phone 603-895-7007

Total Control Panel Login

To: jilsley@raymondnh.gov Remove this sender from my allow list

From: dscrenh@gmail.com

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

State of New Hampshire

Board of Tax and Land Appeals

Michele E. LeBrun, Chair
Albert F. Shamash, Esq., Member
Theresa M. Walker, Member
- - - - - - - - - - - - -
Anne M. Stelmach, Clerk

Governor Hugh J. Gallen
State Office Park
Johnson Hall
107 Pleasant Street
Concord, New Hampshire
03301-3834

NOTICE TO ALL TAX COLLECTORS:

Please complete and return this form to the Board of Tax and Land Appeals no later than May 3, 2021.

In accordance with the provisions of RSA 76:13, the Tax Collector shall notify the Board of Tax and Land Appeals, **in writing**, of the date on which the **final tax bill** was sent (tax bill that establishes the total tax liability – see RSA 76:1-a for definitions).

Complete the information below indicating the date of mailing of the final tax bill covering taxes which were committed to you on the original property tax warrant for **2020** (for the period of April 1, 2020 through March 31, 2021).

MUNICIPALITY: Town of Raymond

FINAL TAX BILL MAILED: 11/24/21

Final tax bill, pursuant to RSA 76:1-a, means one of the following. Please check one.

___ Bill annually;
_✓_ Bill semiannually (pursuant to RSA 76:15-a);
___ Operating with an optional fiscal year (pursuant to RSA 31:94-a); or,
___ Special legislative act; and
___ Bill quarterly (pursuant to RSA 76:15-aa).

Were any supplemental tax warrants issued that may be appealed under RSA 76:16-a.
Yes or No: No
If yes, when _____. *You do not need to attach a copy of the warrant.*

Christina McCarthy
Signature of Tax Collector

CERTIFICATION

I hereby certify a copy of this Form has been provided to the Selectmen/Assessors.

Date: 4/2/21

Christina McCarthy
Signature of Tax Collector

Telephone: 603-271-2578
TDD Access: Relay NH 1-800-735-2964
Visit our website at: www.nh.gov/btla

4/7/2021

To the Raymond Board of Selectmen,
I am writing this as a volunteer on the Cable Committee. Not as the Cable Coordinator.

Having been a founding member, the Cable Committee means a lot to me. I am concerned about its future. In particular, the future of some of its current members, myself included. I have debated this in my head long and hard for the last three weeks. Should I tell you about it or just wait and see what happens? Should I be proactive or just let life take its toll?

The Cable Committee has been the little engine that could. We started with nothing; begged and borrowed for surplus, and then managed our assets to grow. Off up on the hill, not in the town office or safety complex each day. Just doing our job and getting it done without angst or attention. We grew used to this autonomy, to this isolation. We have been efficient and self-sustaining. I have always said that the strength in RCTV does not lie with the Coordinator or even the volunteers. It lies with the Cable Committee. It is not Kevin's RCTV or the Town office RCTV; it is the Town's RCTV. It is a Committee of volunteers who (yes some who also work and are paid to get the jobs done), come up with ideas, discuss them, debate them, and most importantly take stewardship of the fees paid by the cable subscribers.

The Coordinator's position was created because the workload required at least a part time position. But unlike the Planning Technician or DPW Director, or Executive Secretary, or even the Town Manager, the Coordinators role on the Cable Committee is one of Leadership.

The Coordinator (Marc before me, Linda before him) has been the person the committee looks to for recommendations, advice, and accountability. Issues (like the live and on demand streaming that benefits non-cable franchise residents and the Franchise Agreements) have been discussed and debated. It has been the decisions of the Committee led by the Coordinator that have resulted in the things that RCTV does so well today. There have been times when the Coordinator has voted yes but also sometimes no.

"But times, they are a changing" as the song goes. People want more accountability, more oversight.

I would ask that you keep the Cable Committee the way it is for 1 more year. And let the Town Manager and I, as we move RCTV to being a more formal town department, work to establish this accountability and oversight.

It has been a tough year. For the Cable Committee and the Board & the Board and I as the Coordinator. I recognize that my actions and attitude towards the Board has impacted your view of the Cable Committee. We have lost your trust. My hope is that we can accomplish the transition to a town department without driving away the Cable Committee volunteers that make RCTV what it is today.

Thank you for taking the time to listen.
Respectfully,
Kevin Woods - Cable Committee member

BOARD OF SELECTMEN

RULES OF PROCEDURE

Public Comments:

- One 15-minute Public Input session will be allowed during each Board of Selectmen Meeting. Time will be divided equally among those wishing to speak; however, no person will be allowed to speak for more than 3 minutes.

- No person may address the Board more than twice on any issue in any meeting. Comments must be addressed to the Chair and we ask that the speaker conduct themselves in a respectful manner.

- Questions cannot be directed to an individual Board member and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Manager who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Board for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.

- Board members may request a comment be added to New Business at a subsequent meeting.

- No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.

CITIZEN QUESTION/ANSWER COMMENTS:

- Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Board and Town Manager, will determine if the question can be answered at that time.

- Issues raised during Citizen Questions/Answer Comments, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Manager who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Board for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.

Board of Selectmen Vote to Accept Donation

I move to accept the aggregate of funds donated to the Town in the amount of $4,465.00 remaining from the Sunview Fire Victims.

Date:_____

Motion Made By:_____

Second to the Motion By:_____

Scott Campbell, Selectman_____

George Plante, Selectman_____

Christopher Long, Selectman_____

Kathleen Hoelzel, Selectman_____

TOWN OF RAYMOND, NH

CAPITAL RESERVE/TRUST FUND REQUEST

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

REQUEST FROM:
Department
DPW General Government Buildings

CONTROL NUMBER:
2021-02

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
5/18/2020	Steve Brewer	4/12/2021	
FUND NAME / ACCOUNT	**DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES**		
Facility Revitalization 05-8058-061	**Design development phase activities.**		$40,000
		Total	**$40,000**

Chairman George Plante — Approved / Not Approved

Vice Chair Kathy Hoelzel — Approved / Not Approved

Scott Campbell — Approved / Not Approved

Chris Long — Approved / Not Approved

Appointed Selectman — Approved / Not Approved

TOWN OF RAYMOND
Public Works Department
Town Offices
4 Epping Street • Raymond, NH 03077
Tel: (603) 895-7036 • Fax: (603) 895-7064

March 16, 2021

Placework
Attn: Ms. Alyssa Murphy, AIA
96 Penhallow Street
Portsmouth, New Hampshire 03801

RE: Authorization to Proceed – Design Development – Construction Documents

Dear Ms. Murphy,

Consistent with our design services agreement executed on May 7, 2020, please proceed with the subject Design Development Phase activities which includes the formation of Construction Documents and collaborating with the Construction Manager. Based on my review of the Agreement and attached sub-consultant documents the fees associated with this effort will total approximately $82,000., plus allowed reimbursable expenses.

This letter also acknowledges that you are assisting with the Request for Proposal (RFP) for Construction Manager services which to date includes reviewing the RFP document prior to release, reviewing issued Addendum documents, and participating in the informational zoom meeting. The follow-on tasks will include participation in the Evaluation Committee and related firm interviews. It is acknowledged that these RFP phase services will be tracked, documented, and invoiced as additional services under the subject contract.

Please review this restart of project design with your subconsultant team an provide an updated schedule that brings us through 100% construction documents with key milestones and interface coordination meetings noted.

Thank you for your efforts to date. We look forward to bringing this project to a reality.

Sincerely,

Stephen Brewer
Director of Public Works

Placework

March 3, 2020

Stephen Brewer
Director of Public Works
Town of Raymond
Raymond, NH 03077

re: Old Firehouse Renovation

Dear Steve:

Thank you for the opportunity to work with The Town of Raymond to develop thoughtful, forward-thinking plans for the renovation of the Old Firehouse Building to house town offices. We are intrigued by the building's position as a civic landmark and Town goals of sustainability, accessibility, and longevity in the design and implementation of this project. As discussed at last week's meeting with you, we would like to present a proposed scope of or architectural services and corresponding fees for your consideration.

SUMMARY

The following document is an outline of the services that we believe your project requires, including both architectural and engineering. We believe that services are best divided into two major parts:

- Study Phase: Discovery and Visioning – to set project parameters and create existing conditions documentation
- Design and Construction Phase – full design documents through completion of construction

Fees for each phase, including those of the required consultants, are summarized at the end of the document. Please review the assumptions and scope below and provide us with your feedback.

KEY ASSUMPTIONS

SCOPE OF CONSTRUCTION WORK

- A full interior gut renovation of the Old Firehouse Building, to include demolition and replacement of all interior partitions and systems, for use as town offices.
  * Occupant space to be primarily on the ground floor, but some office use may extend to second floor.
  * No assumed occupied space on the third (attic) floor.
- Exterior repairs and upgrades as required to support reuse of the interior of the building

(scope of exterior work to be refined during study phase.)

- Upgrade of building utilities, systems, and envelope as required to meet applicable energy and building codes for the new building use.
- Accessibility and Life Safety upgrades to meet applicable codes and regulations.
- Site work to include areas immediately surrounding the building to provide required utilities and to improve accessibility, parking, and circulation around the Firehouse and neighboring Town-owned buildings.

PROJECT TIMELINE

The Study Phase of initial design and existing conditions documentation/assessment work will begin immediately, completing the Study Phase during the summer of 2020. Following the Study Phase and upon approval to proceed, the Design Phase will begin concurrent with owner procurement of a construction manager. Construction is anticipated to begin sometime in the spring of 2021, with move-in expected around the end of 2021.

ESTABLISHING PROJECT BUDGET

It is assumed that Placework will provide an order of magnitude opinion of probable cost at the conclusion of the Study Phase for planning purposes, based on recently-completed comparable projects and knowledge of current market conditions and escalation trends. If the Town of Raymond would prefer a third-party budget pricing exercise in the Study Phase, cost estimating services can be coordinated by Placework and provided at an additional cost. We have included a proposal from Jobin Construction Consultants as an "Add-Alternate".

PROCUREMENT METHOD

Based on preliminary discussions with the Town of Raymond, Placework assumes that the Town will select and engage a Construction Manager who will be on board before the end of the Design Development phase. If the procurement method or timing of CM team integration changes, Placework will assess and discuss impacts on the design project scope, schedule, and budget.

DESIGN TEAM

Placework has assembled a team of sub-consultants including civil, structural, mechanical, electrical, plumbing, and fire protection engineers. Additional consultants will be included as required as the project develops, and may include consulting services related to landscape, geotechnical, envelope, etc.

Current consultants include:

Civil & Structural Engineering	Ross Engineering
Mechanical + Plumbing Engineering	Design Day Engineers
Electrical Engineering (including Fire Alarm design)	Electrical Systems Engineering
Fire Protection Engineer - Code Consulting	Nortech Systems

STUDY PHASE: DISCOVERY AND VISIONING

SCOPE OF SERVICES

This preliminary phase will create a framework for the informed development of Construction Documents, that will be based in a clear understanding of project requirements and budget. In summary, the Study Phase includes Existing Conditions Assessment, Programming, Space Planning and Conceptual Design.

PROJECT STARTUP & VISIONING

- Kick Off Meeting with representative of company leadership, Facilities, and key decision-makers
  * Assemble project Steering Committee
  * Define project goals
  * Establish overall schedule for design and timelines for construction
  * Create conduit for project communications and set key dates for feedback
  * Set parameters for design team
  * Review initial assessment of Town-developed concepts/block diagrams
  * Gather key information or determine what additional documentation of existing building(s) and site is required
- Engineering Scoping Session:
  * Tour facilities with design team
  * Meet with Town of Raymond facilities management team and Placework engineering sub-consultants to establish detailed scope of work and systems Basis of Design

Deliverables: Meeting Minutes, Updated Project Schedule

EXISTING CONDITIONS ASSESSMENT, SITE & CODE ANALYSIS

- Review existing building documentation
- Create base documentation in digital format
- ½-day site visit with project team and Town of Raymond to review and document existing conditions (could be combined with Engineering Scoping Session above)
- Assessment of and general recommendations for: Site and Building Accessibility, Energy & Building Systems, Building Condition, Building Code Compliance, Site Circulation and Parking

Deliverables: Existing Conditions drawings, Narrative Building Assessment describing recommended scope of renovation work

PROJECTED SPACE NEED

- Gather and evaluate existing programming information and prior efforts
- Interview leadership, and other end users as directed by project Steering Committee
- Establish overview understanding of functionality and interrelationships of all programs/ departments housed at the Town Offices complex
- Establish approximate space requirements for building support space (mechanical, IT, etc.)

Deliverables: Tabular Program indicating future space need, Program Adjacency Diagrams

SPACE PLANNING AND SCHEMATIC DESIGN

- Develop Block Plans of program layout within space
- Create up to 3 alternative program layouts with comparative assessment of each
- Develop narrative approach for addressing future building systems, provide options as required
- Refine preferred alternative for final conceptual budget

Deliverables: Block Plans, Conceptual Design Options, Preferred Schematic Design

FINAL CONCEPT RECOMMENDATIONS

- Compile Narratives and Documentation into Study Report
- Final Concept Design: Site and Building Plans and Diagrams
- Narratives: Building Systems and Structural Design, Building Code and Accessibility Upgrades
- Statement of Probable Cost
- Create Order of Magnitude Statement of Probable Cost on cost/sf basis, with input from consulting engineers (engage cost estimating consultant if desired at additional cost)

Deliverables: Study Phase Report and Opinion of Cost

DESIGN & CONSTRUCTION PHASE

Following Steering Committee review and feedback from the Study Phase, the Design Team will develop documentation for The Town of Raymond to work with a Construction Manager to execute construction.

Placework may assist the Town of Raymond in the development of a Construction Management Request For Proposal and provide input on CM selection as needed using hourly rates attached to this proposal.

DESIGN DEVELOPMENT

- Meet with local code enforcement official(s) to review schematic plans
- Present design development to Steering Committee, including drawings in plan, elevation, wall systems and all interior and exterior material selections. 3-4 meetings are anticipated.
- Provide Outline Specifications for all building materials.
- Develop building systems coordination with the consultant team
- Coordinate Design Development Cost Estimate with Construction Manager

CONSTRUCTION DOCUMENTS

- Provide construction documentation as required for bidding and permitting.
- Issue progress review sets for coordination, client review, and possible mid-documentation cost estimating. 3-4 meetings are anticipated.
- Final coordination of all mechanical, plumbing, electrical systems and lighting with the engineering team
- Work with Construction Manager to develop GMP (Guaranteed Maximum Price), including appropriate design and construction contingencies

BIDDING & NEGOTIATIONS

- Answer questions and issue addenda as required to support the CM bid process
- Develop and issue clarifications and addenda as required.

CONSTRUCTION ADMINISTRATION

- Review and approval or response to all submittals and RFIs, as required.
- Attend bi-weekly meetings and preparation of field reports as required. Sixteen meetings are anticipated, based on an eight month construction schedule.
- Preparation of a punch list and participation in a final walk through.
- Preparation of As-Built record drawings based on contract documents marked up by the Construction Manager, to be submitted to the Town of Raymond in pdf format.

EXCLUSIONS

- Discovery, identification, handling, removal, disposal or liability for exposure to hazardous material and environmental contamination at the project site. All required testing of hazardous materials to be contracted directly by the Town of Raymond.
- Land Use Board Packages and Presentations. As the extent of required land use board submissions is not known as this time, all submissions and presentations to the Town of Raymond Board of Adjustment, Planning Board or Historic District Commission will be treated as Additional Services and billed at the approved hourly rates.
- Physical models or photo-realistic digital renderings.

SCHEDULE + FEE

A summary of fees by phase, based on a March 4 start date and the schedule indicated below, is as follows:

PHASE	DURATION	COMPLETION	FEE
Project Start Up + Visioning	2 weeks	March 16	$ 3,940
Existing Conditions Assessment	4 weeks	April 13	$ 6,740
Projected Space Needs	2 weeks	April 27	$ 2,240
Conceptual Design	4 weeks	May 25	$ 6,800
Final Study Recommendations	5 weeks	June 29	$ 7,520
Total Architectural			**$27,240**
Civil/Structural Engineering - Ross Engineering			$12.000
M/P Engineering - Design Day			$ 5,000
E + F/P Engineering - ESE			$ 1,800
Code Consulting - Nortech Systems			$ 2,125
TOTAL - study phase			**$48,165**

PHASE	DURATION	COMPLETION	FEE
Design Development	6 weeks	August 10	$16,580
Construction Documents	16 weeks	Nov. 30	$18,780
Bidding & Negotiations	5 weeks	January 4	$ 2,940
Construction	7-8 months	2021	$34,400
Total Architectural			**$72,700**
Civil/Structural Engineering - Ross Engineering			$ 8,000
M/P Engineering - Design Day			$21,500
E + F/P Engineering - ESE			$11,600
Code Consulting - Nortech Systems			$ 840
TOTAL - design & construction phase			**$114,640**

ADD ALTERNATES

Cost Estimate
Jobin Construction Consultants $1,650
See attached proposal for terms; this fee does not include a site meeting.

Boundary Survey
Ross Engineering $3,000

Should additional services beyond what is outlined in this document be required, they may be contracted either at an hourly rate. Placework's 2020 hourly rates are as follows:

Principal/Architect:	$140
Architectural Designer	$110
Administrative	$80

Reimbursable expenses, including those of su-contractors, will be charged at the following direct rates:

Mileage	$0.575/m
Black and White Plotting	$3.00/ea
Color Plotting	$3.00/sf
Mail	at cost

If the proposed scope of services and fees are acceptable, please sign this proposal and return one copy to us. Please do not hesitate to contact me if you have any questions or would like to discuss any aspect of this proposal further. We look forward to working together.

Sincerely,

Alyssa Manypenny Murphy, AIA
Principal

PHASE I Accepted: _____ 5/7/20
Stephen Brewer — Date
Director, Department of Public Works

PHASE II Accepted: _____ _____
Date

Enclosures: Terms & Conditions
Proposals: Ross Engineering
Design Day
Electrical Systems Engineering
Nortech Systems
Jobin Construction Consulting

Billings/Payments: Invoices will be submitted each month by PLACEWORK to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and PLACEWORK, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and PLACEWORK may, without waiving any claim or right against the CLIENTs, and without liability whatsoever to the CLIENT or others, suspend the performance of services. In the event any portion of the account remains unpaid 60 days after billing, the client shall pay PLACEWORK's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to PLACEWORK in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by PLACEWORK.

Information Provided by Others: The CLIENT shall furnish, at their own expense, all information, requirements reports, data, survey and instruction required by this agreement. PLACEWORK may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Hidden Conditions and Hazardous Materials: PLACEWORK shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of person to, hazardous material or toxic substances in any for at the Project Site.

Indemnification: PLACEWORK hereby indemnifies and holds harmless the CLIENT, its officers and employees (collectively, the CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs that are unavoidably incurred by the Owner in litigation, solely caused by any negligent performance of professional services under this Agreement by PLACEWORK, including any Subconsultants thereof. Neither CLIENT nor PLACEWORK shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence. PLACEWORK shall not be liable for indirect, special, or consequential damages.

Consequential Damages: PLACEWORK and the CLIENT waive consequential damages, including without limitation, damages for loss of profits, loss of revenues and loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

Dispute Resolution: Any claim or dispute between the CLIENT and PLACEWORK shall be submitted to non-binding mediation, to take place in Rockingham County, New Hampshire, the expense of which shall be borne equally by the parties. In the event mediation does not resolve the dispute in its entirety, the parties agree that any and all disputes between the parties, regardless of the nature of the claims, shall be filed in Rockingham County Court, N.H., to the exclusion of all other jurisdictions.

Ownership of Documents: The Parties mutually recognize and agree that PLACEWORK's drawings and specifications, in whatever form they may be generated, are Instruments of Service solely with respect to this Project. As author, PLACEWORK retains copyright, common law, and statutory rights over all its drawings and specifications, in whatever form they may be generated. CLIENT may retain copies for reference, but CLIENT may not use these on other projects or to complete this PROJECT without PLACEWORK's continued services absent an agreement.

Unauthorized Changes: In the event that the CLIENT consents to, allows, authorizes or approves of changes to any plans, specifications, or other documents, and PLACEWORK does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of PLACEWORK. Therefore, the CLIENT agrees to release PLACEWORK from any liability arising from the construction, use or result of any unapproved changes.

Governing Law: The parties agree that this agreement shall be governed by the laws of the State of New Hampshire

Sub-consultants: PLACEWORK may use the services of sub-consultants when, in PLACEWORK's sole opinion; it is appropriate and customary to do so.

Termination: Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay PLACEWORK for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Insurance: PLACEWORK shall maintain: Commercial General Liability insurance in the amount of $1 million for each occurrence and $2 million general aggregate per project; Automobile Liability in the amount of $1 million combined single limit; Worker's Compensation and Employers' Liability under the N.H. statutory amounts; and Architects and Engineers Professional Liability in the amount of $3 million per claim and $3 million aggregate. PLACEWORK shall name the CLIENT as an additional insured under the Commercial General Liability Policy. The insurance policy shall contain a provision that the policy shall not be canceled or reduced in coverage until after thirty (30) days' advance written notice of such cancelation or reduction has been given to the CLIENT.

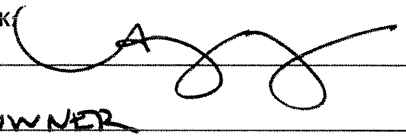
Accepted this 6 **day of** May **, 2020**

TOWN:

By: Joseph S Ilsley

Title: Town Manager

PLACEWORK:

By: 

Title: OWNER

Ross Engineering, LLC
Civil / Structural Engineering

909 Islington Street
Portsmouth, NH 03801

603-433-7560
alexross@comcast.net

January 29, 2020

Placework
96 Penhallow Street
Portsmouth, NH 03801

AGREEMENT FOR SERVICES

This work Agreement made the 29th day of January, 2020 by and between Placework hereinafter called the Client and Alex Ross-Civil Engineer/Surveyor of Portsmouth, New Hampshire, hereinafter called the Engineer.

Whereas, the client desires to employ the engineer to furnish engineering planning services for:

Engineering services as required for the Old Firehouse Renovation, Town of Raymond, NH, 4 Epping St., Raymond, NH 03077

SCOPE OF WORK

Civil Engineering:

- **Final Site plan including Grading, Drainage, and Utilities to assure the Renovated Firehouse will integrate with the natural grading of the Site, be aesthetically pleasing, & have no negative drainage effects.**
- **Existing septic inspection and evaluation**
- **Test pits, perc tests, design & submittal of subsurface system**
- **Correspondence with Contractor as Required**
- **Coordination for ADA accessibility & traffic flow**
- **2 Team meetings have been included, if additional meetings are necessary, attached hourly rates will apply**
- **Prepare site plan and submit for review. Revise as necessary; 2 Site Plan revision issues have been included, if additional revisions issues are necessary, attached hourly rates will apply**
- **Plan preparation and meeting attendance for any Town Land Use boards has not been included, if necessary, attached hourly rates apply**

Estimate: $12,000.00

Structural Engineering:

- **Modify structural drawings as necessary**
- **Review Contractors Bids**
- **Construction Administration and Inspections- 3 Site Visits included**
- **3 Plan revision rounds have been included**

Estimate: $8,000.00

Total:	**$20,000.00**

Ross Engineering, LLC
Civil / Structural Engineering

909 Islington Street
Portsmouth, NH 03801

603-433-7560
alexross@comcast.net

PHASE BREAKDOWN

Phase 1- Study Phase: Discovery and Visioning	=	**$12,000.00**
Phase 2- Design & Construction Phase	=	**$8,000.00**
	Total:	**$20,000.00**

ALTERNATE ITEM:

Surveying:

- **Surveying/Deed Research/Drafting Required for Boundary Survey**
- **Prepare Boundary Plan showing property lines, setbacks and right of ways**
- **No boundary monumentation installation is included, if boundary monumentation is to be installed, attached hourly rates apply**

Estimate: $3,000.00

CONTRACT CONDITIONS:

Estimate does not include a traffic study or detailed soil report. Estimate does not include preparation & submittal of site plans for necessary permits/applications. Sawcutting and any patching of pavement is not included. Wetland Delineation has not been included. Additional town meetings and addressing town concerns after submittal are unknown & will be an additional expense billed hourly. Estimate is based on the fact that monuments are present and no boundary conflicts exist. Existing pertinent drawings/surveys will be made available.

Client shall make prompt payment (within 15 days) for such Engineering Services on submittal of bi-weekly or monthly invoices. The Client agrees to pay a finance charge equal to 1.5% per month for balances unpaid after 30 days. If the account is not current, then the Engineer may stop work and any contractual obligation shall become void. If the amount due is not paid by the Client and it becomes necessary to take steps to collect on this debt, the Client shall, in addition to the outstanding invoice, be liable for the costs associated with the Engineer's attempts to collect said debt, including, but not limited to, attorney's costs and expenses, and shall make reimbursement of said costs and expenses to the Engineer within seven days from the date upon which the Engineer provides Client with documentation of same. The Client may interrupt or terminate the service on two (2) days notice, in writing. If the service is interrupted or terminated, the Client agrees to compensate the Engineer for all costs incurred to expiration of the notice period.

Work will commence upon receiving this signed agreement. The work will be completed on a mutually agreeable schedule. Please sign and return this Agreement at your earliest convenience.

BY: _____
Alex Ross, P.E., L.L.S.

BY: _____
Client

Ross Engineering, LLC
Civil / Structural Engineering

909 Islington Street
Portsmouth, NH 03801

603-433-7560
alexross@comcast.net

2020 Fee Schedule

Classification	Hourly[1] billing rate
Principal Engineer	$130
Engineer	$80
Engineering/Cad assistant	$75
Consultants	as quoted
Survey Field Crew (2 man survey crew with EDM)	$130

Litigation Support

Expert testimony will be billed at two times the standard Fee Schedule hourly rate.
Depositions will be billed at one and a half times the standard Fee Schedule hourly rate.

Expenses

Travel	$0.575/mile

[1] These hourly rates are firm through December 31, 2020.

DDMi DESIGN DAY Mechanicals Inc

January 22, 2020

Alyssa Manypenny Murphy
Manypenny Murphy Architecture
96 Penhallow St
Portsmouth, NH

Re: Old Firehouse
Raymond, NH

Design Day Mechanicals, Inc. is pleased to offer this proposal for performing the following HVAC & Plumbing Engineering Services. The intent is to provide services per your 01/16/2020 email.

Services included:

1. Schematic Design
    a. One (1) site visit to review existing conditions.
    b. SD level narrative & drawings submission.
2. Design Development
    a. One (1) design meeting.
    b. Load and ventilation calculations.
    c. DD level drawings submission.
3. Construction Documents
    a. One (1) design meeting.
    b. Stamped engineered design documents, including plans and specifications suitable for bid.
        i. Drawings in AutoCAD 2D.
        ii. Specifications on drawings.
4. Construction Administration
    a. Submittal review.
    b. RFI assistance.
    c. Three (3) site visits.

Services not included:

1. Meetings or site visits beyond what is described above.
2. Scope changes after Design Development.
3. As-Built or coordination drawings.

Fees:

Our fee for the above-noted services will be Twenty-Six Thousand Five Hundred Dollars ($26,500), broken down as follows:

- Schematic Design – Five Thousand Dollars ($5,000).
- Design Development – Eight Thousand Five Hundred Dollars ($8,500).
- Construction Documents – Eight Thousand Five Hundred Dollars ($8,500).
- Construction Administration - Four Thousand Five Hundred Dollars ($4,500).

Andrew W. Arsenault, P.E.	81 Pointed Fir Blvd, Wells, ME 04090	(207) 337-2473	andya@designdaymech.com
Douglas C. Waitt	P.O. Box 447, New Ipswich, NH 03071	(603) 801-6000	dougw@designdaymech.com
Richard D. Gagnon	84 Gilford Street, Manchester, NH 03102	(603) 668-5027	rickg@designdaymech.com
John L. Waitt	148 Beaver Ridge Rd, Ctr. Barnstead, NH 03225	(603) 269-7253	johnw@designdaymech.com
David C. Magnuson	65 Old Center Rd, Deerfield, NH 03037	(603) 463-1086	davem@designdaymech.com
Monique R. Magnuson	65 Old Center Rd, Deerfield, NH 03037	(603) 463-1086	moniquem@designdaymech.com

Additional Services:
Additional services performed above and beyond the scope of work described above will be billed at the following rates:

PE & Senior PM	$150.00/hour
Project Manager	$110.00/hour
Senior Designer	$ 85.00/hour
Designer	$ 75.00/hour
Junior Designer	$ 65.00/hour
Drafting	$ 60.00/hour

Terms and Conditions:
Reimbursable expenses above and beyond expenses normally included as a cost of performing our services will be billed at the following rates:

Plots, Fed EX and other delivery charges	Cost

Design Day Mechanicals, Inc. will generally submit invoices once a month for services performed during the previous month. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5%) percent per month (18% per annum) of the outstanding balance.

A signed copy of this proposal returned to Design Day Mechanicals, Inc. shall serve as an acceptance of the proposal including all terms and conditions, and authorizes Design Day Mechanicals, Inc. to perform the services described.

Our billing address is:
Design Day Mechanicals, Inc.
PO Box 447
New Ipswich, NH 03071

This proposal remains valid for sixty (60) days from the date of this letter.

Sincerely,

DESIGN DAY MECHANICALS, INC.

Andrew W. Arsenault, P.E., LEED AP

Client
Please print the name of the authorized signer _____

_____ _____
Authorized Signature Date

January 31, 2020

Ms. Alyssa Mannypenny Murphy AIA
Placework
96 Penhallow Street
Portsmouth, NH 03801

RE: **Raymond Town Offices (P220031REV)**
Raymond, New Hampshire

Alyssa,

We are pleased to offer our proposal for Consulting Services for the design of the electrical systems for the above referenced project. The fee for our services based on the following scope of work:

PROJECT DESCRIPTION

This project consists of the conversion of the existing old Firehouse to new Town Offices in Raymond, New Hampshire.

SCOPE OF WORK:

The scope of work for this project, as we understand it, will consist of the following:

USE GROUP:

- It is our understanding that the Use Group program for the building is as follows:
- Occupancy: Use Group B, Business.

GENERAL SCOPE:

- Attend one design team coordination and progress meeting.
- Visit the site to survey the existing conditions and prepare a survey of the electrical and fire alarm systems.

- Preparation of Lighting Energy Code compliance forms as required by the State of New Hampshire Energy Code (2015 IECC).

- Preparation of Design and Construction Control Affidavits as required by the Town of Raymond.

- It is our understanding that "as built" electrical design drawings of this facility will not be provided to us for our use.

- It is our understanding that the project will be designed under the 2015 International Building Code.

- It is our understanding that there may not be sufficient Electrical Capacity in the building and that a new electrical service will be required.

- It is our understanding that life safety systems at this facility will need to be upgraded as well.

Phase I – CONTRACT DOCUMENTS

- Preparation of construction drawings and specifications for the renovated area electrical systems including: Fire Alarm, lighting, emergency lighting, lighting control, mechanical systems power, power distribution, voice and data cabling systems and CATV cabling systems.

- Prepare drawings and specifications for fire alarm detection and signaling system upgrades.

Phase II – CONSTRUCTION ADMINISTRATION

The Construction Administration "scope of work" includes: Assisting contractors during the procurement process and review and processing of shop drawings. Three site visits during construction are included in our fee.

ENGINEERING SERVICES FEE

Our fee for the "scope of work" outlined above will be based on a fixed fee basis in the amount of $13,700.00 (Thirteen Thousand and Seven hundred dollars). The fee breakdown will be as follows:

Fee Breakdown

Phase 1		
Initial Site Assessment & Report (Electrical)		$1,800.00
	Subtotal:	$1,800.00
Phase IA – Contract Documents		
Electrical and Fire Alarm Design		$9,900.00
	Subtotal:	$9,900.00
Phase II – Construction Administration		
Electrical CA + 3 Site Visits		$1,700.00
	Subtotal:	$1,700.00
Expenses (Estimated)		$300.00
TOTAL ELECTRICAL FEE:		***$13,700.00****

We will invoice you monthly based on the time spent on the project and in relation to the percentage of completion.

* In addition, all expenses such as travel, printing, deliveries, etc. will be billed at 1.0 times our actual cost. Anticipated expenses for printing, deliveries, etc. is $300.00. Travel expenses will be billed at actual cost.

ADDITIONAL SERVICES

Any services required beyond the scope of work indicated above, including changes to approved floor plans will be considered extra services beyond the scope of work and will be invoiced separately at the following rates:

Engineers/Principals	$115.00
Designers	$85.00
BIM	$85.00
Trimble Points/Scanning	$95.00 (Ask about PER-DAY cost)
CAD Hours	$65.00

In addition, all expenses such as travel, printing costs, mail and courier services, etc. will be billed at our actual cost.

EXCLUDED WORK

The following work is not included in our fee:

1. Cost estimates.

2. Revisions to drawings, specifications, and other documents when revisions are made after approval of documents or content or after documents are substantially complete (70% completion or greater).

3. Special engineering studies or reports.

4. CAD files of floor plans will be provided to Electrical Systems Engineering, Inc. in an AutoCAD 2016 format.

5. Design of on-site power factor correction systems, uninterruptable power systems, or other power conditioning systems.

6. Design of telecommunications or data infrastructure or distribution systems.

7. Design of building lightning protection systems or special grounding grids or systems.

8. Design of security card access or surveillance systems.

9. Design of public address or paging systems or sound systems.

10. Engineering of seismic restraint systems.

11. Preparation of documents or forms for submission to the local utility company for energy rebate programs.

12. Record Drawing documentation.

13. System commissioning.

14. Design of alternative energy systems.

15. Design of standby or emergency distribution systems.

16. Design of emergency responder communication systems.

17. Short Circuit of Coordination Studies.

18. Arc Flash Hazard Analysis or electrical distribution equipment labeling.

INSURANCE

Our firm carries liability insurance for errors and omissions in the amount of two million dollars.

PAYMENT SCHEDULE

The invoice schedule will be as follows:

1. Monthly, based on percentage of completion of total Phase I fee and actual hours logged to the project.

2. Bid/Negotiation and Construction Administration will be billed monthly, based on actual hours expended for that month and work performed.

All invoices will be due and payable within sixty days.

ACCEPTANCE OF PROPOSAL

If you are in agreement with our fee and our understanding of the scope of the work for this project and authorize Electrical Systems Engineering Inc. to provide aforementioned services, please sign and return a copy of this proposal to us. The signed proposal shall be our authorization to proceed. If you have a JOB#/PO# you would like us to reference in our invoice
Please add below.

If you should have any questions with respect to this proposal, please feel free to call.

Sincerely,

Robert F. Greene, Jr.
Principal

Accepted by (Print Name):_____

Accepted by (Signature): _____

Title:_____ JOB#_____

Date:_____ PO#_____

CC: Sal F. Fazio, PE Principal ESE
CC: Kaitlyn Doherty HR Specialist / Executive Administrator

NORTECH SYSTEMS

Proposal

Valid for 30 days

January 21, 2020

Client:
Alyssa Manypenny Murphy
Placework
96 Penhallow Street
Portsmouth, NH 03801

Project:
Old Firehouse
4 Epping Street
Raymond, NH 03077

Dear Ms. Murphy,

Nortech Systems (Nortech) is grateful for the opportunity to work with Placework. If chosen, Nortech will provide fire protection engineering services for the above-mentioned project. Based on Nortech's understanding of the project, the following scope of work is proposed:

Proposed Scope of Work & Estimated Fee: Code Review ($2,125)
Nortech will visit the site to view existing conditions and discuss proposed work with the client or client's representative. With the extent of the project understood, Nortech will provide a code review that outlines the project and pertinent life safety codes. Documentation will reference the New Hampshire State Building Code (RSA 155-A) and the New Hampshire State Fire Code (Saf-C 6000). Specifically, Nortech detail what's required of the International Existing Building Code (IEBC-2015), the Fire Code (NFPA 1-2015), and the Life Safety Code (NFPA 101-2015) – with respect to fire and life safety.

Alternate Add-On: Review of Design Drawings ($840)
Nortech will review project design drawings for compliance with applicable codes – with respect to fire and life safety. After the initial review of design documentation, the review of major design changes would be billed at a time and material rate, in accordance with the attached fee schedule.

Exclusions
The following is excluded from the project scope of work:

1. The review of accessible components.
2. The review of energy conservation components.
3. The review of structural components.

Schedule
Work will be scheduled upon acceptance of written notice to proceed.

Payment
Nortech will perform the above services for a fixed fee. This fee will not be exceeded without discussions and written approval of the Client. Nortech Systems will submit monthly invoices for work completed. Payment is due within thirty (30) days of invoice date. Outstanding payments will be subject to a 1.5% per month interest charge.

Additional and Supplementary Services
Additional and supplementary services will be under separate agreement. Such services will be invoiced separately, based upon the agreed rate for service.

Terms and Conditions
The above Scope of Work will be completed in accordance with the attached Terms and Conditions. The attached Terms and Conditions are considered part of the proposed contract.

Respectfully Submitted,
Nortech Systems

Mark R. Richards, PE
Fire Protection Engineer

Agreement and Authorization

I have read the proposal, including the attached Terms and Conditions, and agree to the scope of work and fees. Nortech Systems is hereby authorized to proceed with the work, as detailed above, in accordance with the provisions of the proposal, including the attached Terms and Conditions.

Client:
Alyssa Manypenny Murphy
Placework
96 Penhallow Street
Portsmouth, NH 03801

Project:
Old Firehouse
4 Epping Street
Raymond, NH 03077

Proposed Scope of Work & Estimated Fee: Code Review ($2,125)

Accepted For: _____ _____
Name – Print Date

Accepted By: _____ _____
Authorized Agent – Signature Title

Accepted By: _____
Authorized Agent – Print

Alternate Add-On: Review of Design Drawings ($840)

Accepted By: _____ _____
Authorized Agent – Signature Title

Please complete the following information for our records:

Client Name/
Responsible Party: _____

Billing Address: _____

Physical Address: _____

Billing Contact: _____

Phone: _____

E-mail: _____
All invoices and statements are sent via e-mail.

Terms and Conditions

Applicable Law
Unless otherwise stated, this agreement shall be governed by the laws of the State of New Hampshire.

Client Responsibility
Upon request, the Client Shall timely provide Nortech Systems with all data and information required to perform services. After receipt of all data and information, Nortech Systems shall check whether all necessary data and documentation were provided. Nortech Systems shall notify the Client if additional information is required. Any costs incurred due to late delivery of data, false, incomplete, or incorrect information from the Client or Client's Representative shall be borne by Client.

Terms of Payment
The total fee for the services shall be invoiced by Nortech Systems in accordance with the conditions agreed upon in the contract. The total fee, except when stated as a lump sum, is understood to be an estimate, based upon the scope of services, and shall not be exceeded without discussions and written approval of the client. Where the fee is on an hourly basis, the rates shall be in accordance with the included Fee Schedule. Nortech Systems may submit monthly invoices for work completed. Payment is due within thirty (30) days of invoice date. Outstanding payments shall be subject to a 1.5% per month interest charge. If any portion, or all, of an invoice remains unpaid 90-days after billing, the Client shall pay all costs of collection, including attorney fees.

Meetings
Unless expressly indicated in the Scope of Work, meetings shall be billed on a time and materials basis. Preparation and attendance shall be billed at the hourly rate of the staff member(s) present for the meeting(s).

Termination of Services
This agreement may be terminated by the Client or Nortech Systems, should either fail to perform the obligations herein. In the event of termination, the Client shall pay Nortech Systems for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Services
All documents produced by Nortech Systems under this agreement shall remain the property of Nortech Systems and may not be used by the Client for any endeavor without the written consent of Nortech Systems.

Site Access
Nortech Systems shall have access to the site for activities necessary for the performance of the services. Nortech Systems shall take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Risk Allocations
In recognition of the relative risks, rewards and benefits of the project to both the Client and Nortech Systems, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Nortech Systems' total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of $50,000.00 or the amount of Nortech Systems' fee (whichever is greater). If the Client desires more liability coverage, this can be arranged but may result in an increase in the fee.

Severability
Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder provisions of this Agreement.

Fee Schedule

Staff Rates
Fire Protection Engineer: $105.00/ hour

*Portal-to-portal, two (2) hour minimum

Overtime
Overtime shall be paid at a rate of 1.5 times the Staff Rates.

Job Materials
Job materials (system components, wire, etc.), including freight and shipping, shall be billed to the client at actual cost plus 20 percent.

Reimbursable Expenses
Reimbursable expenses shall be billed to the Client at actual cost plus 20 percent, or at the cost listed within the following fee schedule:

Mileage: $0.575/ mile
Copies: $0.20/ each
Paper Plots (B&W): $3.00/ each
Paper Plots (Color): $5.00/ each
Mail: At Cost

JOBIN
CONSTRUCTION CONSULTANTS

18 CHECKERBERRY LANE
BEDFORD, NH 03110
603-486-6400

February 4, 2020

Ms. Alyssa Manypenny Murphy, AIA
Placework
96 Penhallow Street
Portsmouth, NH 03801

Proposal - Estimating Services – Raymond Town Offices – Raymond, NH

Dear Alyssa:

We appreciate the opportunity to provide you with this proposal for estimating services on the above project. The project involves budgeting of a gut renovation project at the Historic Old Fire Station, to be turned into Town Offices. Our estimate will be an order of magnitude estimate based on conceptual/schematic design level drawings. Our estimate will be provided in Schedule of Values/CSI format.

Fee for the above services: $ 1,650

Fee to attend a meeting with the client if desired: $ 600

Hourly rate for additional services is $ 125/hour. Reimbursable expenses will be limited to the cost of reproduction should hard copies of scalable drawings not be provided to us.

We appreciate the opportunity to provide you with estimating services for this project.

Sincerely,

Marc Jobin

FORM
PA-38

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO EXCAVATE

RSA 72-B

(Assigned by Municipality)

YR	TOWN	OP#
21	383	03 - E

For Tax Year April 1, 2021 to March 31, 2022

PLEASE TYPE or PRINT *(If filling in form on-line; use TAB key to move through fields)*

1. Town/City of: RAYMOND
2. Tax Map/Block/Lot #: M10 L3
3. Name of Access Road: 91 CHESTER RD
4. Total Acreage of Lot: 674
5. Date of Permit per RSA 155-E:2: 7-31-2000 *(Municipal Excavation Permit)*
   or
6. Date of Report, *if required,* per RSA 155-E:2, I (d):
7. Permit Number per RSA 485-A:17, *if any*: PDBP-2541 WPC-397713 *(Alteration of Terrain Permit)*
8. Incidental Construction/155-E:2-a Exception: *Check if YES* ■
9. Total Permitted Area (acres): 674
10. Excavation Area (acres) as of April 1: 6 +/-
11. Reclaimed Area (acres) as of April 1: —
12. Remaining Cubic Yards of Earth to Excavate:
13. Type of Ownership:
    - ● Owner of land
    - ○ Previous owner retaining deeded earth excavation rights
    - ○ Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

14. DESCRIPTION OF EARTH TO BE EXCAVATED **DURING TAX YEAR**

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	
LOAM	
STONE PRODUCTS	292,000
OTHER ( )	
TOTAL	

15. **CHECK THE BOX THAT DESCRIBES THIS INTENT**
    - ● ORIGINAL WITH $100 FEE (check payable to State of New Hampshire)
    - ○ ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
    - ● SUPPLEMENTAL WITH $100 FEE (exceeding original estimate of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

AGGREGATE INDUSTRIES
PRINT CLEARLY OR TYPE NAME OF OWNER

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED: 3-18-21

Shawn Clancy (Quarry Manager)
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

91 CHESTER RD
MAILING ADDRESS

RAYMOND	NH	03077
CITY OR TOWN	STATE	ZIPCODE

LAURA.NORSEC AGGREGATE-US.COM
E-MAIL ADDRESS

603-895-0132	
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN:

E-MAIL REPORT & CERTIFICATE? YES ○ NO ○
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required $

Security Posted (Bond, Certified Check, etc.) $

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE

The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

1. All owners of record have signed the Intent;
2. If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
3. The form is complete; and
4. Any bond required under RSA 72-B:5 has been received.
5. The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN

SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS

SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

FORM **PA-7**

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR	TOWN	OP#
21	383	01 - T

For Tax Year April 1, 2021 to March 31, 2022

PLEASE TYPE OR PRINT *(If filling in form on-line; use TAB Key to move through fields)*

1. Town/City of: Raymond
2. Tax Map/Block/Lot or USFS Sale Name & Unit No.
   M17 L82
3. Intent Type: Original (X) Supplemental ( ) _____ (Original Intent Number)
4. Name of Access Road: Mark Lane
5a. Acreage of Lot: 161 Acreage of Cut: 150
5b. Anticipated Start Date: 4-20-2021
6. Type of ownership (check only one):
   a. Owner of Land and Stumpage (Sole Owner) (X)
   b. Owner of Land and Stumpage (Joint Tenants) ( )
   c. Owner of Land and Stumpage (Tenants in Common) ( )
   d. Previous owner retaining deeded timber rights ( )
   e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ( )

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER ( ) **OR** LOGGER / FORESTER (X)

BY MAIL ( ) **OR** E-MAIL ( )

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) — DATE SIGNED: 4/6/21

CHRIS MCCARTHY

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) — DATE SIGNED: 4/6/21

Christopher McCarthy

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

PO Box 249 249

MAILING ADDRESS

Seabrook	NH	03874
CITY OR TOWN	STATE	ZIPCODE

E-MAIL ADDRESS

345 0710	
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut
White Pine	250.0 MBF
Hemlock	100.0 MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	4.0 MBF
Yellow Birch	4.0 MBF
Oak	60.0 MBF
Ash	12.0 MBF
Soft Maple	12.0 MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	10.0 MBF
Other (Specify)	MBF
Pulpwood	**Tons**
Spruce & Fir	
Hardwood & Aspen	
Pine	100
Hemlock	100
Biomass Chips	200
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	200 Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt.See exemptions on back of form.

Species	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Dennis J Gourley — 4-2-2021

SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT — DATE

Dennis J Gourley Lumber & Excavation LLC

PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

389 Lane Rd

MAILING ADDRESS

Chester	NH	03036
CITY OR TOWN	STATE	ZIPCODE

603 548 5772	
PHONE NUMBER	E-MAIL ADDRESS

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received.
   $ _____ Date: _____
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

FORM
PA-7
Instructions

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

RSA 79:10

GENERAL INSTRUCTIONS

WHO MUST FILE	The owner shall complete Form PA-7, Notice of Intent to Cut Wood or Timber (Intent), and shall file the form with the municipality (town, city,or unincorporated place) where the property to be cut is located.
WHEN TO FILE	The Intent shall be filed with the municipal assessing officials at the beginning of each tax year or prior to commencing each cutting operation. Cutting cannot take place until the Intent is signed by the municipal assessing officials and has been posted on the job site. If the property is subsequently sold, Rev 3402.01 (i) shall be followed.
WHERE TO FILE	File the form with the municipality for approval by the municipal assessing officials and an assigned operation number. A Timber Tax bond may be required, see below. The Intent must be signed by the municipal assessing officials and an operation number assigned prior to distribution. DISTRIBUTION: The original, signed copy is retained by the municipal assessing officials; a copy to the Owner, a copy to the Logger, and a copy to the Department of Revenue Administration (DRA) by **Mail** to: PO Box 487 Concord NH 03302-0487; by **E-mail** to: timber@dra.nh.gov or by **Fax to**: (603) 230-5943.
WHO MUST PAY	After Form PA-8, Report of Wood or Timber Cut (Report), is submitted to the municipality, a tax bill will be issued to the owner and payment shall be remitted directly to the municipality. The Timber Tax is a 10% tax on the stumpage value at the time of cutting.
REPORT & CERTIFICATE	Once the Intent has been signed and an operation number assigned, appropriate copies shall be forwarded by the municipality to the owner and the DRA. After the copy of the Intent has been received by the DRA, a Report and a Certificate will be issued by the DRA to the individual indicated on Line 6. The Certificate should be posted in a conspicuous place within the area of the cutting.
EXEMPTIONS	**RSA 79:1, II (b), The following persons shall not be required to file an Intent to Cut or be subject to the Timber Tax: (1)** A person who cuts, within the tax year, up to 10,000 board feet of logs from his own land for use in the construction, reconstruction, or alteration of his own buildings, structures, or fences situated in the State of New Hampshire; provided that such buildings are not being built for sale purposes; **(2)** A person who cuts or causes to be cut, within the tax year, up to 20 cords of fuel wood for his own consumption in the State of New Hampshire for domestic fuel purposes, or any amount for the manufacture of maple sugar or syrup; **(3)** Federal government, state government, cities, towns, school districts, or other political subdivisions which cut wood or timber for their own use, on lands under their ownership or jurisdiction or both. **(4)** Persons engaged in the clearing or manufacturing of rights-of-way or water storage reservoir areas incidental to the furnishing of utility services or transportation services to the public; provided, however, that when the person clearing or causing the clearing of said right-of-way sells or agrees to sell the wood or timber, he shall be deemed an "owner" as defined in RSA 79:1 II(a). **(5)** A person who cuts or causes to be cut, within the tax year, up to 10,000 board feet of logs and 20 cords of wood or the equivalent in whole tree chips, from the person's own land within a municipality, for land conversion purposes other than timber growing and forest uses, provided that those persons intending to convert the use of the land have secured all required permits including, but not limited to, building permits, subdivision or zoning permits, excavation permits, or site plan approvals, as necessary for the use to which the land will be converted, and are able to furnish proof of such permits. **RSA 79:2 Release From Taxes. (6)** All growing wood and timber except fruit trees, sugar orchards, nursery stock, Christmas trees, and trees maintained only for shade or ornamental purposes or for genetically-engineered short rotation tree fiber, which shall not be subject to the yield tax, shall be released from the general property tax and the school tax in unincorporated places provided for in RSA 198:16, but the land on which such growing wood and timber stands shall be assessed.
TIMBER TAX BOND	Bond Required: **1.** If owners are **not** current on property taxes and/or timber taxes; **2.** If owners are tenants in common and **all have not** signed the Intent; and **3.** Owners do not own property in the municipality. Timber Tax Bonds are equal to the estimated Timber Tax.
NEED HELP	Call the Department's Municipal & Property Division at (603) 230-5950. Hearing or speech impaired individuals may call TDD Access: Relay NH 1-800-735-2964.
NEED FORMS	Forms may be obtained by mail from the New Hampshire Department of Revenue Administration, PO Box 487 Concord NH 03302-0487, by calling (603) 230-5950 or on the Department's Web site at www.revenue.nh.gov/forms.

LINE-BY-LINE INSTRUCTIONS

LINE 1	Enter the name of the New Hampshire municipality where the cut is to take place.
LINE 2	Enter the municipality assigned tax map, block, and lot number or the US Forest Service Sales sale name and unit number.
LINE 3	Indicate if the Intent is an original or supplemental. Original means the first filing in a tax year. Supplemental means an additional filing to make corrections or additions to information contained on the original Intent. If this is a supplemental, enter the original operation number as previously assigned by the municipality.
LINE 4	Enter the name of the road from which the cutting will be accessible.
LINE 5	Enter the total number of acres in the lot, the number of acres you are working on, and the anticipated start date of the cutting.
LINE 6	Check the box to indicate the type of ownership of the land. Check the box indicating if the Report and Certificate should be sent to the Owner or Logger/Forester. Provide an e-mail address if you would like the Report and Certificate e-mailed to the Logger/Forester.
LINE 7	The form must be signed and dated by all owners of the property, unless the owner's are Tenants in Common (see RSA 79:1, II (a), 2). Clearly print the complete name(s), mailing address and telephone number of the owner(s). Provide an e-mail address if you would like the Report and Certificate e-mailed to the owner(s).
LINE 8	Enter the estimated amount of timber to be cut by thousand board feet (MBF), tons or cords under the appropriate species. The cutting should take place during the Tax Year April 1 to March 31. A Supplemental Intent must be filed if the total volume of the cut exceeds the original estimate by 25% or more, except when a bond is required. If a bond is required, a Supplemental Intent is required for any additional volumes of timber regardless of the 25% threshold.
LINE 9	Enter the species of any amounts not included in section 8 you are claiming an exemption for and the amount of the cut in the space provided. [See exemptions numbers 1-6 above]
LINE 10	The Intent must be signed and dated by the Logger/Forester or person responsible for the cutting who accepts responsibility for verifying the volumes of wood to be reported by the owner. The person signing should be familiar with RSA 227-J, the timber harvest laws. Clearly print the name, complete mailing address and telephone number of the Logger/Forester or person responsible for cutting.

Property Location BATCHELDER ROAD | Map ID 017/000 / 082/ / | Bldg Name | State Use 1300
Vision ID 923 | Account # 000945 | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date 4/7/2021 9:25:06 AM

CURRENT OWNER

MCCARTHY, CHRISTOPHER W
DONALD J MCCARTHY
P.O. BOX 249
SEABROOK NH 03874

TOPO	UTILITIES	STRT / ROAD	LOCATION
4 Rolling		1 Paved	3 Rural
7 Swampy			
8 Ledge			

SUPPLEMENTAL DATA

Alt Prcl ID	006/ 020/ / /
SERIAL#	000945
BMSI ACC	002698
LAND/BLD	L/O
LAND_US	RESD
BLDG_US	
GIS ID	
SALES RE	
TIF	
DBL WIDE	
(not used)	923
Assoc Pid#	

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RES LAND	1300	336,900	336,900
		Total 336,900	336,900

2230
RAYMOND, NH

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
MCCARTHY, CHRISTOPHER W	4246	1523	02-24-2004	U	I	220,800	1B
WATEX CORPORATION	2562	0095	09-06-1985	U		0	

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
2020	1300	336,900	2019	1300	336,900	2018	1300	336,900
	Total	336900		Total	336900		Total	336900

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
50				

NOTES

ROW OFF OF BATCHELDO RD
ROW OFF OF MARK LANE
POSSIBLE ACCESS OFF OF
WENDOVER LANE

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	336,900
Special Land Value	0
Total Appraised Parcel Value	336,900
Valuation Method	C
Total Appraised Parcel Value	336,900

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result
04-18-2000	KL			00	Measur+Listed

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit P	Land Value
1	1300	RES ACLNDV M	C3		43,560	SF	1.75	1.00000	5	0.40	50	1.000		SW	0.5082	0.7	15,500
1	1300	RES ACLNDV M	B		164.000	AC	4,000	1.00000	0	0.70	50	1.000	TOPO		1.0000	1,960	321,400
				Total Card Land Units	7,187,40	SF	Parcel Total Land Area			165.0000						Total Land Value	336,900

Property Location BATCHELDER ROAD | Map ID 017/000 / 082/ / | Bldg Name | State Use 1300
Vision ID 923 | Account # 000945 | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	99	Vacant Land
Model	00	Vacant
Grade:		
Stories:		
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms		
Total Bthrms:		
Total Half Baths		
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		
Loc Adj		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

CONDO DATA

Parcel Id		C		Owne	0.0
			B	S	

Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION

Building Value New	0
Year Built	0
Effective Year Built	0
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	0
External Obsol	0
Trend Factor	1
Condition	
Condition %	0
Percent Good	
RCNLD	0
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

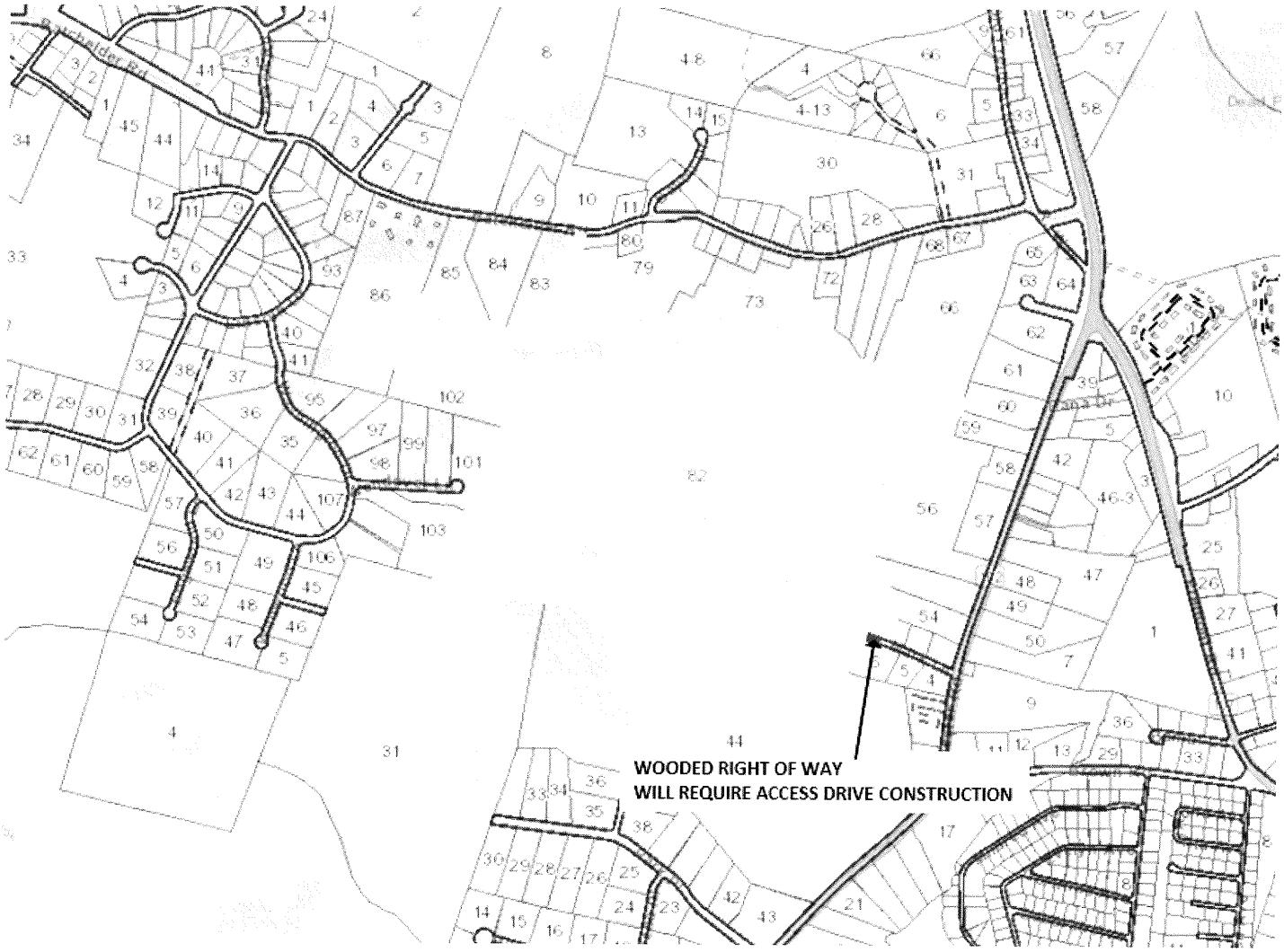
BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
	Ttl Gross Liv / Lease Area	0	0	0		0

Deborah Intonti

From: Steve Brewer
Sent: Thursday, April 8, 2021 9:11 AM
To: Joe Ilsley; Deborah Intonti
Subject: Chris McCarthy Land
Attachments: 0593_001.pdf

This is the Chris McCarty parcel that we have discussed from time to time.
Seeking an Intent to Cut
They will need to cut an access road through the end of the Mark Lane ROW to reach the McCarthy Land.
Board may wish to invoke a requirement for split cord wood for this.
Access Road construction should be executed consistent with all environmental and logging regulations.
The condition of Mark Lane shall be documented to verify the status of any excessive deterioration due to the logging operations.



From: Deborah Intonti <dintonti@raymondnh.gov>
Sent: Thursday, April 8, 2021 8:55 AM

To: Steve Brewer <sbrewer@raymondnh.gov>
Subject: NEEDS YOUR APPROVAL FOR BOS MTG 4/12

Intent to Cut Please approve.

Thank you,
Deborah
Deborah Intonti
Executive Asst./HR Coordinator
Town of Raymond
4 Epping Street, Raymond NH 03077
Office Phone:: 603-895-7007
Cell Phone:: 603-706-3409
Fax:: 603-895-7064
dintonti@raymondnh.gov
visit our website at www.raymondnh.gov

<><>

FORM
PA-38

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO EXCAVATE

RSA 72-B

For Tax Year April 1, 21 to March 31, 22

(Assigned by Municipality)

YR	TOWN	OP#
21	383	02 - E

PLEASE TYPE or PRINT *(If filling in form on-line; use TAB key to move through fields)*

1. Town/City of: RAYMOND
2. Tax Map/Block/Lot #: 28.3 L120 / 1-22 L44
3. Name of Access Road: INDUSTRIAL DRIVE
4. Total Acreage of Lot:
5. Date of Permit per RSA 155-E:2:
   or *(Municipal Excavation Permit)*
6. Date of Report, *if required,* per RSA 155-E:2, I (d):
7. Permit Number per RSA 485-A:17, *if any*:
   (Alteration of Terrain Permit)
8. Incidental Construction/155-E:2-a Exception: *Check if YES* ☐
9. Total Permitted Area (acres):
10. Excavation Area (acres) as of April 1:
11. Reclaimed Area (acres) as of April 1:
12. Remaining Cubic Yards of Earth to Excavate:
13. Type of Ownership:
    - ☑ Owner of land
    - ○ Previous owner retaining deeded earth excavation rights
    - ○ Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways
14. DESCRIPTION OF EARTH TO BE EXCAVATED **DURING TAX YEAR**

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	—
SAND	—
LOAM	—
STONE PRODUCTS	110,785
OTHER ( )	—
TOTAL	110,785

15. **CHECK THE BOX THAT DESCRIBES THIS INTENT**
    - ☑ ORIGINAL WITH $100 FEE (check payable to State of New Hampshire)
    - ○ ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH $100 FEE (exceeding original estimate of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)
16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

(ARLEIGH GREEN) HARDROCK DEV. LLC
PRINT CLEARLY OR TYPE NAME OF OWNER

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED

ARLEIGH GREEN, OWNER
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

, AGENT — 4-2-21
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED

RICHARD C. HARTMANN
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

93 MAIN STREET		
MAILING ADDRESS		
EXETER	NH	03833
CITY OR TOWN	STATE	ZIPCODE
E-MAIL ADDRESS		
603-772-5285		
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)	

DATE INTENT SENT TO TOWN: 4- -21

E-MAIL REPORT & CERTIFICATE? YES ○ NO ☑
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required $

Security Posted (Bond, Certified Check, etc.) $

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE

The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

1. All owners of record have signed the Intent;
2. If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
3. The form is complete; and
4. Any bond required under RSA 72-B:5 has been received.
5. The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN

SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS

SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

FORM
PA-38
Instructions

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO EXCAVATE

GENERAL INSTRUCTIONS

WHO TO CONTACT	Any person who may have questions pertaining to the completion of this form may contact the Department of Revenue Administration, Municipal & Property Division, at (603) 230-5950.
WHO MUST FILE	Every owner who intends to excavate earth shall file a Form PA-38 with the municipal assessing officials in the town or city where such excavation is to take place. Owners shall include: 1. Any person who owns land upon which earth is excavated; 2. A previous owner who retains earth excavation rights to the land and who registers a claim with the registry of deeds; or 3. Any person who has purchased excavated earth or earth excavation rights upon public lands, or removes earth from a public right- of-way.
WHEN TO FILE	A separate Form PA-38 must be filed for each tract of land where the excavation will occur: 1. Prior to excavation; and 2. At the beginning of the tax year (April 1) for excavation not yet completed or in progress.
ADMINISTRATION & ENFORCEMENT FEE	The original Form PA-38 must be accompanied by the $100 administration and enforcement fee if the estimated amount of earth to be excavated exceeds 1,000 cubic yards during the tax year. **MAKE CHECKS PAYABLE TO: STATE OF NEW HAMPSHIRE** and submit it to your municipal assessing officials along with the completed PA-38.
SUPPLEMENTAL NOTICE OF INTENT TO EXCAVATE	Every owner who has filed a Form PA-38 under RSA 72-B:8 shall file a supplemental Form PA-38 for the amount of earth which exceeds the original amount of earth estimated. If the owner originally stated an estimate of 1,000 cubic yards or less and was exempt from the $100 enforcement fee, the owner shall provide the $100 enforcement fee with the supplemental Form PA-38 if the total excavated volume exceeds 1,000 cubic yards. If the owner paid the $100 enforcement fee with the original Form PA-38, no additional fee is required for the supplemental Intent. Failure to file a supplemental Form PA-38 and failure to provide the required enforcement fee shall constitute a violation by the owner or any other person doing the excavation, or both.
BOND	If an owner does not own land in the town in which the owner intends to excavate and has filed a Form PA-38, the municipal assessing officials shall notify the owner in writing of the amount and conditions of any other security deemed necessary to secure the payment of the excavation tax. If an owner ceases to own land in the town where such owner is excavating after filing a Form PA-38, such owner shall notify the municipal assessing officials and the Department in writing of the change in ownership within 15 days of the change. An owner who neglects to so notify the municipal assessing officials or the Department shall be guilty of a misdemeanor. Any person who commences excavation or continues to excavate without furnishing a bond or other securities as deemed necessary by the municipal assessing officials shall be guilty of a misdemeanor. **Bonding is for excavation purposes only, not for reclamation purposes.**
LIEN	Unless a bond or other security is provided, all excavation tax assessments create a lien upon the land on the date of excavation on account of which it is made and against the owner of record of such land.
PENALTY	Excavation before the appropriate Form PA-38 has been filed with and signed (in ink) by the municipal assessing officials shall constitute a violation.
DISTRIBUTION	The owner shall file the Form PA-38 with the municipal assessing officials. After the municipal assessing officials sign the Form PA-38, the following distribution will occur: 1. The municipal assessing officials will retain the original; 2. A signed copy will be provided to the owner; and 3. A signed copy will be mailed, with enforcement fee (*if applicable*), to: **NH DEPT OF REVENUE ADMINISTRATION** **MUNICIPAL & PROPERTY DIVISION** **PO BOX 487** **CONCORD NH 03302-0487**
TDD ACCESS	Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department. TDD Access: Relay NH 1-800-735-2964.

Please Note:
Land Use Requests must go before the Technical Review Committee for approval. Upon approval from TRC, the Board of Selectmen will approve request.

Application for Use of Public Lands
Town of Raymond, NH

Date of Application: 3/25/2021

Contact Person's Name: Marin Gray - Raymond Baptist Church

Address: PO Box 106 - 145 Rt 27 - Raymond NH 03077

Telephone: (H) 603-895-2859 (C) _____

Organization: Raymond Baptist Church

Public Land to be used: Town Common

- **If you are planning on using the Recreational Rails to Trails for your event, make sure you contact DRED (*Department of Resources and Economic Development*) at 271-2665 to get a permit**

Public Roads to be used: (if applicable): N/A

- **Attach maps, routes to show routing for any event on public roads:**

(Attach extra sheets to this form, if applicable)

Brief Description of use: National Day of Prayer

Date and duration of proposed use: May 6 2021 12:00 pm - 1 pm

Maximum number of people attending event: Est 50

Maximum decibel level if public address system or sound amplification is used: _____

Will portable bathrooms be provided and if so number of units: No

How will trash be removed and any damage restored: _____

Will police protection be provided if necessary: N/A

Will an inclement weather date be needed? If so, what is the proposed date: N/A

- **Proof of Insurance must be provided for all vendors/businesses prior to event and on file with Town Offices *(if not a Town sponsored event)***
- *Please fill out this application and deliver to the Town of Raymond, NH, 4 Epping Street, Raymond, NH 03077, Attention: Technical Review Committee Chair.*

If applicable, you will be asked to meet with the Technical Review Committee for final approval at least 30 days prior to event. The entity may be asked to appear before the Board of Selectmen when the request is posted to the meeting agenda. The Town Manager's Assistant will notify the entity on the Friday before the meeting.

Technical Review Committee Approval
Date:_____

_____
TRC Chairman Signature

Board of Selectmen Approval
Date:_____

_____
_____
_____
_____
_____

Please Note:
Requests must be received 30 days in advance of use (whenever possible). Requests must go before the Land Use Working Group, they may also need approval from the Emergency Management Working Group and the Board of Selectmen.

Application for Use of Public Lands
Town of Raymond, NH

Date of Application: _____ **Date Received (office use only):** _____

Organization Requesting Use: _____

Responsible Person's Name: _____

Address: _____

Telephone: (H) _____ (C) _____

Email Address: _____

Public Land to be used: _____

_____

Public Roads to be used: (if applicable): _

_____

- **Attach maps with routes marked to show plan for any event on public roads.** ***(Attach extra sheets to this form, if applicable)***

Are you requesting any public road closures: **YES / NO** list roads: _____

_____

Detailed Description of use: _____

_____

_____

Date(s) of proposed use: _____

Starting Time: _____ Ending Time: _____
(make sure to include set-up and clean-up time)

Will an inclement weather date be needed? If yes, what is the proposed date: _____

Maximum number of people attending event: _____

YES **NO** Will sound amplifiers / PA systems / air horns be used? If yes, describe use:_____

_____

YES **NO** Will there be fundraising, solicitation, or fees charged while on town property? If yes,

describe: _____

YES **NO** Will food / beverages / merchandise be sold? If so, describe: _____

_____

YES **NO** Will portable bathrooms be needed? if so, number of units: _____

YES **NO** Will the event require field preparation / painting / lining? If so, describe: _____

_____

YES **NO** Will you require access to electricity? If Yes, describe need: _____

YES **NO** All trash generated from the event must be removed – Carry In – Carry Out. Or a dumpster may be rented for the event. Will a dumpster rental be necessary?

YES **NO** Will police protection / traffic control / parking management be necessary? If yes, you will need to contact the Raymond Police Department (895-4747) to schedule.

YES **NO** Are they any special provisions / requests that are not addressed? _____

_____

- **Proof of Insurance must be provided for all vendors/businesses prior to event and on file with Town Offices *(if not a Town sponsored event)***
- *Please fill out this application and deliver to the Town of Raymond, NH, 4 Epping Street, Raymond,NH 03077, Attention: Land Use Working Group.*
- **Please note: If you are planning on using the Recreational Rails to Trails for your event, make sure you contact DRED (*Department of Resources and Economic Development*) at 271-2665 to get a permit.**

If applicable, you will be asked to meet with the Land Use Work Group and/or Emergency Mgt. Working Group for final approval at a minimum of 14 days prior to event. The organization may be asked to appear before the Board of Selectmen when the requestis posted to the meeting agenda. The Town Manager's Assistant will you on the Friday beforethe meeting.

Land Use Working Group Approval

Signature: _____

Date: _____

Emergency Mgt. Working Group Approval

Signature: _____

Date: _____

Board of Selectmen, Chair Approval

Signature: _____

Date: _____

Office Use Only

Total Fees: _____

Paid: CASH / Check # _____

Date: _____

Total Fines: _____

Paid: CASH / Check # _____

Date: _____

Please Note:
Requests must be received 30 days in advance of use (whenever possible). Requests must go before the Land Use Working Group, they may also need approval from the Emergency Management Working Group and the Board of Selectmen.

Application for Use of Public Lands
Town of Raymond, NH

Date of Application: _____ **Date Received (office use only):** _____

Organization Requesting Use: _____

Responsible Person's Name: _____

Address: _____

Telephone: (H) _____ (C) _____

Email Address: _____

Public Land to be used: _____

_____

Public Roads to be used: (if applicable): _

_____

- **Attach maps with routes marked to show plan for any event on public roads.** ***(Attach extra sheets to this form, if applicable)***

Are you requesting any public road closures: **YES / NO** list roads: _____

_____

Detailed Description of use: _____

_____

_____

Date(s) of proposed use: _____

Starting Time: _____ Ending Time: _____
(make sure to include set-up and clean-up time)

Will an inclement weather date be needed? If yes, what is the proposed date: _____

Maximum number of people attending event: _____

YES **NO** Will sound amplifiers / PA systems / air horns be used? If yes, describe use:_____

_____

YES **NO** Will there be fundraising, solicitation, or fees charged while on town property? If yes,

describe: _____

YES **NO** Will food / beverages / merchandise be sold? If so, describe: _____

_____

YES **NO** Will portable bathrooms be needed? if so, number of units: _____

YES **NO** Will the event require field preparation / painting / lining? If so, describe: _____

_____

YES **NO** Will you require access to electricity? If Yes, describe need: _____

YES **NO** All trash generated from the event must be removed – Carry In – Carry Out. Or a dumpster may be rented for the event. Will a dumpster rental be necessary?

YES **NO** Will police protection / traffic control / parking management be necessary? If yes, you will need to contact the Raymond Police Department (895-4747) to schedule.

YES **NO** Are they any special provisions / requests that are not addressed? _____

_____

- **Proof of Insurance must be provided for all vendors/businesses prior to event and on file with Town Offices *(if not a Town sponsored event)***
- *Please fill out this application and deliver to the Town of Raymond, NH, 4 Epping Street, Raymond,NH 03077, Attention: Land Use Working Group.*
- **Please note: If you are planning on using the Recreational Rails to Trails for your event, make sure you contact DRED (*Department of Resources and Economic Development*) at 271-2665 to get a permit.**

If applicable, you will be asked to meet with the Land Use Work Group and/or Emergency Mgt. Working Group for final approval at a minimum of 14 days prior to event. The organization may be asked to appear before the Board of Selectmen when the requestis posted to the meeting agenda. The Town Manager's Assistant will you on the Friday beforethe meeting.

Land Use Working Group Approval

Signature: _____

Date: _____

Emergency Mgt. Working Group Approval

Signature: _____

Date: _____

Board of Selectmen, Chair Approval

Signature: _____

Date: _____

Office Use Only

Total Fees: _____

Paid: CASH / Check # _____

Date: _____

Total Fines: _____

Paid: CASH / Check # _____

Date: _____

Facility Use Guidelines

The Town of Raymond reserves the right to implement policies, rules and regulations for the use of Town facilities in order to promote the overall safety of patrons, as well as to safeguard and protect these parks & facilities. The Town of Raymond reserves the right to suspend usage and scheduling privileges if any applicant/organization fails to comply with Town policies, and site specific rules and regulations, and all legal requirements.

- The applicant/organization will be held responsible for all actions, behavior and conduct of all patrons, guests, and members associated with the event.
- In addition, the applicant/organization will be responsible for any property damages incurred directly as the result of use and agree to reimburse the Town of Raymond for any loss or damage to property.
- Full payment must be received at least one week (7 days) prior to the scheduled use of the facility.
- Youth leagues are not authorized to reallocate any unused and previously scheduled field/facility times to another league or organization.

Additionally, all RSA & Town Ordinances apply (see Town of Raymond website for additional information).

Requirements from applicants

- Facility Request Form must be completely filled out.
- Current liability insurance naming the Town of Raymond as certificate holder and as an additional insured on the policy.
- Payment of all fees (Cash or Check only)
- Police Detail (if necessary) must be scheduled through the Raymond Police Department 895-4747. *Detail to be paid by organization renting/hosting the location/event*
- Parks Employee may need to be scheduled over the weekend for field prep and/or maintenance. *The Employee to be paid by organization renting/hosting the location/event.*
- All trash generated from the event must be removed – Carry In – Carry Out. Or a dumpster may be rented for the event. *Trash barrels may be scheduled for use and emptied by the organization renting/hosting the location/event.*

The following items are prohibited:

- No field prep or maintenance of fields. All work on fields to be done by Parks employees or Raymond Youth League Administers.
- No alcoholic beverages on any town property at any time.
- No smoking inside any buildings, on the town common, at Riverside Park or at any ball fields
- All vehicles must be parked in legal parking spaces. Absolutely no vehicles on field areas.

Priorities for usage

1 Town of Raymond Events

2 Raymond Youth Sports Associations
Raymond School District

3 Raymond Organizations [Scouts/Rotary/etc] / Churches / Etc...

4 Non-Resident Youth Sports / Businesses / Private Camps /

Facility Reservation Process

- Application completed minimum of 30 days prior to event.
- Application turned in to Town of Raymond or Raymond Recreation.
- Town staff will send completed application to Land Use Committee (and additional departments as necessary) and request any questions or concerns at least 3 days prior to the scheduled meeting. Based on need gather additional info and / or invite applicant to meeting.
- Land Use Committee (additional departments as necessary) meet to review request within two weeks of receiving request.
- Large events and/or road closures will need Emergency Management Working Group and may need selectmen approval.
- Following the application review, the applicant will be notified of approval or disapproval and any additional conditions.

Applicant's Address Here:

Dear _____:

Please find attached several documents with regard to your upcoming _____ scheduled on dates here.....

The prospective Boards are granting permission to hold this event, we are asking you to take the following precautionary measures to ensure that all staff, residents and participates are protected and safe.

Please ensure that per CDC guidelines you are doing the following:

- Considering options to increase physical space between participants/visitors such as, erecting partitions, and marking street to guide spacing at least 6 feet apart.

- Cloth face coverings can prevent the wearer from spreading COVID-19 to others.

- Hand Washing/Sanitizer: CDC recommends employees protect themselves from respiratory illness with everyday preventive actions. Participants/visitors should wash hands often with soap and water for at least 20 seconds, or use a hand sanitizer that contains at least 60% alcohol if soap and water are not readily available, especially during key times when persons are likely to be infected by or spread germs:

    - After blowing one's nose, coughing, or sneezing
    - Before, during, and after preparing food
    - After using the toilet
    - After touching garbage
    - After touching objects that have been handled by others

- Discard all PPE into a trash can. (Trash is carry in/carry out)

I also attached the #maskupnewhampshire documents that gives you ideas for signage as well as social media campaigns for safety.

Please sign below that you agree and will follow the above stated guidelines in order for you to have a safe, fun, family friendly event.

I agree to the above statements:

_____

Signatures here

Town of Raymond, New Hampshire

Fee Schedule for Facilities/Events

Location/Event	Raymond Non-Profit	Non-Raymond Non-Profit & Raymond not non-profit	Non-Raymond for Profit
Town Common	$0	$50	$200
Riverside Park	$25	$50	$200
Cammett Rec Area *Full complex*	$0	$50/hour $200/day	$150/hour $600/day
- CRA Baseball 1	$0	$25	$50
- CRA Baseball 2	$0	$25	$50
- CRA Baseball 3	$0	$25	$50
- CRA Soccer U14	$0	$25	$50
- CRA Soccer U12	$0	$25	$50
- CRA Soccer U10	$0	$25	$50
107 Fields *Full complex*	$0	$50/hour $200/day	$150/hour $600/day
- 107 Football Field	$0	$25	$50
- 107 BabeRuth Field	$0	$25	$50
- 107 Softball 1	$0	$25	$50
- 107 Softball 2	$0	$25	$50
- 107 T-ball Field	$0	$25	$50
Torrent Hall	$25	$25	$50
Road Race Permit	$25	$100	$250

- Fees are for a 2-hour block unless noted.

Painting / Lining Fees per field ($50 discount for additional fields on same date)
- Football Field $250
- Soccer/Lacrosse/Field Hockey $150
- Baseball/Softball $100

Set-up / Clean-up / Maintenance charge is $50 per employee per hour. To be billed following the event. Any organization who does not make payment will be prohibited from future use.

Portable Toilet Fee - $85 per event
Daily Dumpster Use / rental fee ??
Power fee ??
Road Closure fee ??
Police Detail $$
Raffle / Vendor Permits ??

Please Note:
Land Use Requests must go before the Technical Review Committee for approval. Upon approval from TRC, the Board of Selectmen will approve request.

Application for Use of Public Lands
Town of Raymond, NH

Date of Application: 3/30/21

Contact Person's Name: Nate Butcher + JC Rooney

Address: 334 Portsmouth Ave Greenland, NH

Telephone: (H)_____ (C) 978 587 7721

Organization: Granite State Baseball League

Public Land to be used: Welch Baseball Field

- **If you are planning on using the Recreational Rails to Trails for your event, make sure you contact DRED (*Department of Resources and Economic Development*) at 271-2665 to get a permit**

Public Roads to be used: (if applicable): _____

- **Attach maps, routes to show routing for any event on public roads:**

(Attach extra sheets to this form, if applicable)

Brief Description of use: Men's 9 inning baseball games on Sundays 4/25 - 8/8. ANY time slot works There are several Sundays we will not need (5/9, 5/30, 7/4)

Date and duration of proposed use: Sundays anytime About 3hrs

Maximum number of people attending event: 24

Maximum decibel level if public address system or sound amplification is used: 0

Will portable bathrooms be provided and if so number of units: No

How will trash be removed and any damage restored: If there is no trash on site happy to take ours away

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: E Sports	
Foy Insurance Group Inc or Foy Specialty Insurance Agency PO Box 1030 Exeter NH 03833	PHONE (A/C, No, Ext): (603) 772-4781	FAX (A/C, No): (603) 772-3244
	E-MAIL ADDRESS: Sports@foyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allied World Surplus Lines	24319
INSURED	INSURER B:	
The Granite State Over - 30 Baseball League, DBA: Granite PO Box 681 Merrimack NH 03054	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 3/12/21 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR Form 00008 06 04 09 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			5075-1848-02	3/12/2021	3/12/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(***)Baseball FOR USE OF FIELDS: Any Person or Organization including Certificate Holder is additional insured if written signed contract or agreement to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER	CANCELLATION
rhg-klg@myfairpoint.net Town of Raymond NH Rec. Department 4 Epping Street Raymond, NH 03077	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Foy/sLEANN

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Will police protection be provided if necessary: Certainly hope not!

Will an inclement weather date be needed? If so, what is the proposed date: 8/8

- **Proof of Insurance must be provided for all vendors/businesses prior to event and on file with Town Offices *(if not a Town sponsored event)***
- *Please fill out this application and deliver to the Town of Raymond, NH, 4 Epping Street, Raymond, NH 03077, Attention: Technical Review Committee Chair.*

If applicable, you will be asked to meet with the Technical Review Committee for final approval at least 30 days prior to event. The entity may be asked to appear before the Board of Selectmen when the request is posted to the meeting agenda. The Town Manager's Assistant will notify the entity on the Friday before the meeting.

Technical Review Committee Approval
Date:_____

_____
TRC Chairman Signature

Board of Selectmen Approval
Date:_____

_____
_____
_____
_____
_____

Deborah Intonti

From: JC Rooney <jcrooney13@gmail.com>
Sent: Tuesday, March 30, 2021 11:48 AM
To: Deborah Intonti
Cc: Michelle Weaver
Subject: Re: Message Notification from VPS, 19785877721, ROONEY JC

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you so much for helping me out with this. I know it's late notice, but 4/25, 5/2, and 5/16 are the 3 dates we REALLY need. Attached is our insurance certificate for the Town of Raymond and the application. If there is ANYTHING we can do to expedite this, please let me know. Happy to make a donation, put in some manual labor, whatever it takes!

Thank you
JC

On Tue, Mar 30, 2021 at 11:19 AM Deborah Intonti <dintonti@raymondnh.gov> wrote:

Good Morning!

As discussed, please find the form for land use for the Town of Raymond. You had mentioned that Sunday mornings would be an option for you as well. Please include your email on the form so we can reach out to you should we have additional questions. We will be in touch ASAP.

Thank you,

Deborah

Deborah Intonti

Executive Asst./HR Coordinator

Town of Raymond

4 Epping Street, Raymond NH 03077

Office Phone:: 603-895-7007

Cell Phone:: 603-706-3409

Fax:: 603-895-7064

dintonti@raymondnh.gov

***visit our website at** www.raymondnh.gov*

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Before printing think green; read on the screen.

This message contains information intended solely for the individual named. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail sent and received on the Town's system is subject to potential disclosure under N.H. R.S.A. 91-A and in litigation unless exempt by law. Users of the e-mail system should be aware that e-mail is not a private or confidential means of communication. Please do not hit "reply all" when responding to this email, any questions or concerns should be sent directly to the sender. Thank you.

From: TOWN HALL VOICE MAIL <townofraymondnh@gmail.com>
Sent: Tuesday, March 30, 2021 10:10 AM
To: Deborah Intonti <dintonti@raymondnh.gov>
Subject: Message Notification from VPS, 19785877721, ROONEY JC

A voice message was left from 19785877721 ROONEY JC at 9:12 AM on March 30, of 1 minutes 21 seconds length. New:1, Old:0.

Total Control Panel | Login

To: dintonti@raymondnh.gov | Remove this sender from my allow list
From: jcrooney13@gmail.com

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

Appointment to Town Office

To: Richard Labell of ***Raymond***, in the County of Rockingham:

Whereas there is a vacancy in the office of the **Raymond Police Department** in said town, and whereas we the subscribers have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Richard Labell** to the position of **DETECTIVE SERGEANT** of said town. Upon your taking the oath of office and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

TERM OF OFFICE: ***Indefinite***

Honorable Selectmen:

_____
Scott Campbell

_____
Kathleen Hoelzel

_____

_____
Date:

_____
George Plante

_____
Chris Long

I, **Richard Labell,** *do* solemnly swear that I will faithfully discharge and perform all the duties incumbent on me according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire, so help me God.

_____
Richard Labell

STATE OF NEW HAMPSHIRE,
ROCKINGHAM COUNTY, SS.

Personally, appeared the above named

who took and subscribed the foregoing oath, before me:

_____
Clerk/Deputy Clerk

Date received and recorded:

_____

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 6/24/21 at the AL Post 90. The prizes will be lottery tickets 250.— + tuckaway Card 50.—

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

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: 4/9/21

To: Representative, AL Aux 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 ticket

2. Pay Out Plan: Lottery tickets gift card

3. Time Frame of Games: now til 6/24/21

Jan Howarth
Representative Signature

JAN HOWARTH
Print Name Here

howard3@comcast.net

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.

Raymond Mission Statement

WHEREAS: The administration and government of the Town of Raymond are committed to serving the diverse needs and interests of the people of Raymond;

WHEREAS: Raymond is a place where each family, individual and visitor of the Community may enjoy comfort and security, recreation and prosperity at home, in the workplace and at school;

WHEREAS: It is recognized that the highest quality of life can be facilitated through adequate public service, clean environment, crime prevention, quality education, safe housing and commerce;

WHEREAS: Raymond will be recognized as a community that is cooperative, creative and conscientious that enhances the quality of life through planning and implementation in preparation for the future while maintaining our heritage;

BE IT HEREBY RESOLVED: With the future in mind we will work in cooperation with the Community to intelligently help Raymond to continue to be a Town we can all be proud of, while keeping pace with ever changing new technology and thinking. This shall be done without losing sight of Raymond's history.

Adopted August 8, 1994
Amended May 2, 2016
Raymond Board of Selectmen

Request to be added to the Selectmen agenda, April 12th, 2021.

I, Patricia Bridgeo would wish to come before the board and the public to discuss:

Availability of Information

Accessibility of Information

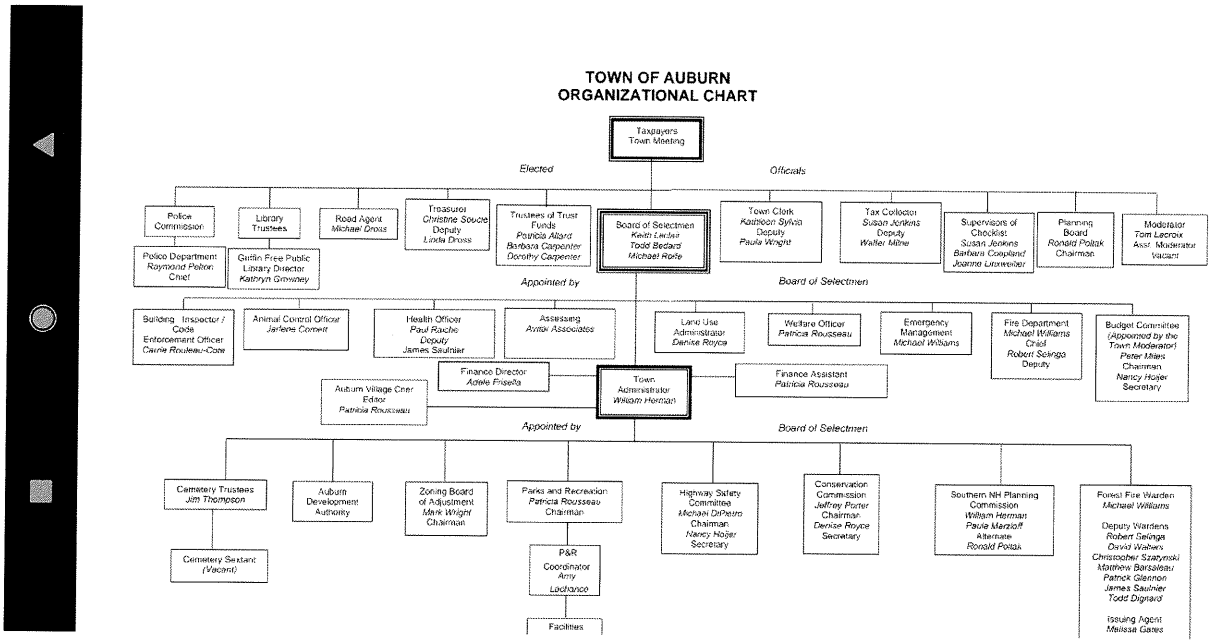
Timely manner of Information

Procedure and meeting protocol

Organizational Chart for our Town

And the use of hybrid Zoom.

Example:



Thank you for your time and if you have any questions please feel free to call 603-548-1752.