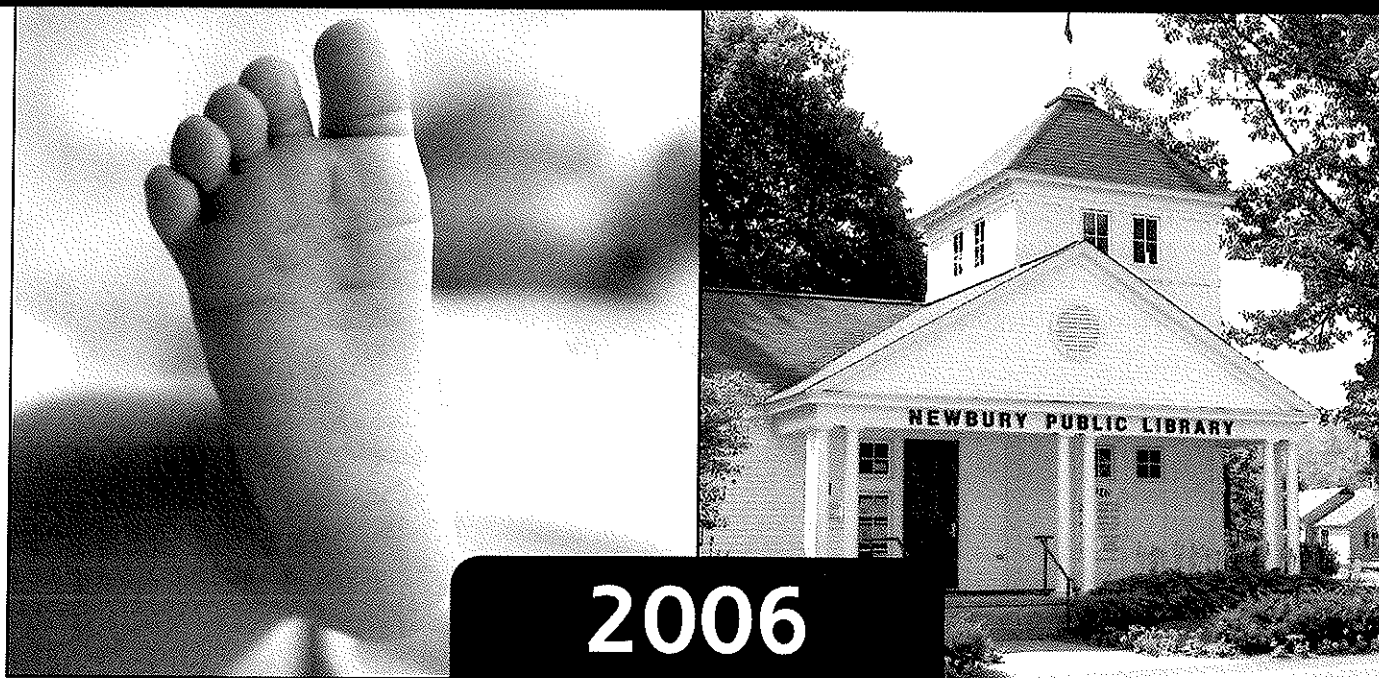




# HOW TO CREATE AN AWARD-WINNING *Annual Report*

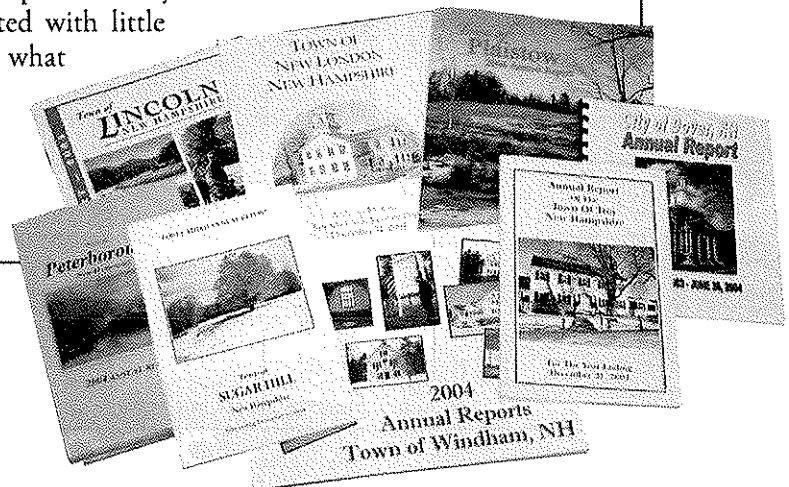


**T**he annual report is an opportunity for towns and cities to showcase their community, describing what makes it special and why people like to call it home. When reading the annual report, people want to know what has happened in their community during the past year and what is planned to occur in the future. Rather than merely stating facts and figures that are indistinguishable from those of another town, a good annual report will reflect this sense of community by including historic photographs, informative narrative reports and relevant financial information.

Reports need not be expensive to be of high quality. In terms of the format and content of annual reports, there are many varieties and options to choose from. However, when putting the report together, the most important consideration is the readers. Every annual report should be laid out, written and organized with the readers in mind.

Each year, the New Hampshire Local Government Center (LGC) conducts an Annual Report Contest. All New Hampshire municipalities are eligible to participate in the competition and are encouraged to submit their annual report for review. The LGC Annual Report Contest consists of two rounds of judging. Each report is first judged and scored based on basic financial information within the municipality's population category. The top ten from each of the seven population categories are selected and continue on to be judged for creativity and reader appeal. This two-tiered review process stems from the principle that if a report does not contain basic financial information, it is just not a good report no matter how creative and attractive it may be. In other words: You can't judge a book by its cover.

The following are some helpful tips to consider when compiling your community's next annual report. Many of these suggestions may be incorporated with little or no additional cost, and are what make previous Annual Report winners truly stand out in their respective categories.



## Financial Information

The basic financial information that should be included in the annual report are the balance sheet, the current and proposed budgets, the warrant, the auditor's report, and financial reports from the treasurer, tax collector, trustees of trust funds, town clerk and library trustees. Additionally, it is recommended that the following financial information also be included: a summary of receipts and expenditures; a comparison of the prior year's budget to actual expenditures; minutes from the prior year annual meeting; a schedule of town property; a summary of the inventory valuation and tax rate computation; and finally, a statement of outstanding debt.

### Audit Reports

Every annual report should include a report from the auditors, either from the independent CPA firm that conducted the audit or from the locally elected auditors. By law (RSA 21-J:21) the annual report must include a summary of the auditor's findings and recommendations, which addresses issues such as internal control weaknesses or reportable conditions. Often, the entire set of CPA audited financial statements, along with the accompanying notes, is included in the annual report, providing a complete and comprehensive presentation of the municipality's financial position.

Towns that have contracted with an independent CPA firm to perform a compilation rather than an audit *should not* include the compilation under the heading Auditor's Report since no audit was performed. To report a compilation as an audit is misleading to the readers.

### Signatures

Every report submitted by a town official or by a board, commission, or trustees should include the name(s) and/or signature(s) of the individual(s) responsible for that report. Each report submitted by a board, commission or trustees should include the names or signatures of a majority of the members, not just the chairman.

### Bank Accounts

Reports submitted by treasurers, library trustees and trustees of trust funds should identify the accounts and financial institution(s) where the funds are held, along with the dollar amounts on deposit as of year-end. This acknowledges the financial institutions that the town currently conducts business with and certifies to readers that the town's accounts were reconciled to the bank records.

### Graphs and Charts

A picture is worth a thousand words, or in this case, worth a thousand numbers. Graphs and charts easily convey to readers what the numbers attempt to tell them. For example, rather than just showing how the tax rate of \$23.49 was computed, consider adding a graph or chart to illustrate the change in the tax rate over the past five years. Such a graph or chart would show the recent trend of the tax rates, giving the reader a better perspective of the current \$23.49 rate. The same would be true for the town's total valuation—seeing in a graph the growth in valuation from year to year is more meaningful than seeing just a single number reported. Another example would be to include pie charts with the summary of revenues and expenditures. A visual representation such as this helps readers better understand where the money came from, and where it went. When using graphs and charts, be sure to include titles and proper explanations, and to place the graphs and charts in an appropriate section of the report.

### Schedule of Town Property

The schedule of town property should include both real and personal property. Land, buildings and equipment valued over a certain dollar threshold (vehicles and heavy equipment for example) should be included on this schedule.

## Creativity and Reader Appeal

### Arrangement and Layout

The order and layout arrangement of the annual report is one of the most important factors to consider in terms of reader appeal. For example, placing all the financial information in one section and the department reports in another section creates a logical flow. Avoid placing a narrative report at the bottom of a page just because that's where it fits. Draft a layout plan and stick with it. The graphic elements of the report should be handled with a high amount of consideration, as they create the first impression of your report.

### Table of Contents

The table of contents should be one of the first pages of the report. Its purpose is to help readers easily locate specific information. The table of contents should be listed in a logical order, such as alphabetically or grouped by categories; do not however, list the table of contents in page number order.

Be sure to include every report in the table of contents and to name the reports consistently. For example, if you choose the title *Selectmen's Report*, then use *Planning Board Report* as well.

## Creativity and Reader Appeal *(continued)*

If you prefer to list the table of contents by categories, be sure to use logical groupings, such as:

### **Introduction**

Selectmen's Report, Town Manager's Report, Town Officials, 2005 Warrant, etc.

### **Financial Reports**

Auditor's Report, Balance Sheet, Comparative Statement of Revenue and Expenditures, Treasurer's Report, Tax Collector's Report, Town Clerk's Report, Trustees of Trust Funds Report, etc.

### **Department Reports**

Police Department, Fire Department, General Assistance, Public Works Department, etc.

### **Boards, Commissions and Other Reports**

Conservation Commission, Planning Board, Historic Commission, etc.

### **Vital Statistics**

Births, Deaths, Marriages

### **List of Town Offices**

The list of town offices should be highly visible and should include the service, physical address, mailing address, e-mail address if applicable, phone number and hours of operation. This information should be placed either on the inside front cover, immediately after the table of contents, or on the back cover (either inside or out). And don't forget to include the list of town offices in the table of contents!

### **Page Numbers**

Page numbers should be visible, placed in the same location on each page and consistent throughout the report. The outside corners, top or bottom, are the preferred placement for page numbers.

### **Typography**

Typestyle should be legible, should be an appropriate point size, and should be consistent throughout the document. For instance, the Selectmen's report and Fire Chief's report should not look as if they came from two different printers. Recommended fonts for body text include Times New Roman or Garamond with a point size no smaller than 10. Don't underline items or use all capital letters—rather, distinguish between headlines, subheadings, and body text by using italics, bolding and different point sizes.

### **Interior Graphics**

Interior graphics create visual interest and help draw the reader's attention. Graphics can include photographs of a historic nature, of community events or of important landmarks. Be sure to include captions and credits for all photos. Photos should be high resolution, clear images. Check with your

printing contractor if you're not sure whether the quality of the photo is conducive to printing in the report. In regard to clipart, use it sparingly and be sure the image is relevant. Never use clipart that has been copied from a Web site since it is not of sufficient resolution and will often appear blurry when printed in the report.

### **Narrative Department Reports**

The narrative department reports should be written for the average citizen who may not be familiar with financial information or statistics. The most important narrative is the report from the Board of Selectmen or Council. This report should not only explain what has happened during the past year, but should also discuss the community's immediate needs and issues, as well as plans for the future. Key points to address in the Selectmen's report include: What were the challenges and successes this past year? What are some of the long-range issues facing the community and how will these be addressed? What are the Board's goals for the upcoming year? Remember, as previously noted, this report should be submitted and signed by the entire Board of Selectmen, not just the chairman.

Other department reports should address similar issues as the Selectmen's report. For example, do not just list the number of incidents for the year. Instead, explain to citizens how their money was spent. Did department staff receive training that improved proficiency in their jobs? If so, mention that. Was a significant piece of equipment purchased? If so, discuss how that equipment has made a difference in operations. Are there special events, hiking trails or other opportunities of which citizens should be informed? Inclusion in the annual report is a great way of communicating these items to all citizens. Finally, including pictures with captions alongside the department reports, such as a photo of a local team alongside the Recreation Department report, a group photo of the Fire Department with the new fire truck, or a photo of the highway crew working on a local road, helps personalize these reports.

### **Proofread from Cover to Cover**

It is imperative that the report be proofread from cover to cover before submitting for printing. Every narrative report, every caption surrounding every picture, and every chart title should be carefully reviewed, preferably by a second or third set of eyes. And be sure to recheck the accuracy of *all* numbers presented in the report.

Remember, this annual report becomes an historic document that will be a reflection of the community for decades to come!



## Required Information for Annual Town Reports

The following information is required by statute to be included in the Annual Town Report. This is not necessarily an exhaustive list, since there is no one repository of statutory requirements for the Annual Town Report:

- Copy of Municipal Budget (Form MS-6 or MS-7); RSA 32:5, VII
- Final budget and ballot questions in official ballot communities; RSA 40:13, II
- Balance Sheet as of December 31 of the previous year (June 30 in fiscal year municipalities); RSA 41:9, IV
- Selectmen's Report; RSA 41:13 and RSA 41:14
- Tax Collector's Report (including summaries of tax warrants and tax lien accounts); RSA 41:35 MS-61
- Treasurer's Report; RSA 41:29, III
- Report of the highway agent; RSA 231:68
- Summary of report of Trustees of Trust Funds; RSA 31:33
- Report of municipal auditors; RSA 41:31
- Report of independent auditor's findings and recommendations; RSA 21-J: 21
- Report of Library Trustees; RSA 202-A: 12
- Report of Conservation Commission; RSA 36-A: 2
- Report of village districts/precincts to their voters; RSA 32:5, VII
- Report of school districts to their voters; RSA 32:5, VII
- Report of Public Works Commissioners; RSA 38-C: 5
- Report of Utility Systems; RSA 38:21

## Optional Information for Annual Town Reports

The following information is not required by statute to be part of the Annual Town Report. However, most communities choose to include these items in order to present a more comprehensive picture of municipal operations for the previous year:

- List of municipal officers
- Copy of town warrant (required in official ballot communities)
- Comparative statement of estimated and actual revenues for the previous year
- Comparative statement of appropriations and expenditures for the previous year (budget versus actual expenditures)
- Detailed statement of receipts (by revenue source) and expenses
- Summary of inventory valuation, taxes assessed, and tax rate computation
- Statement of outstanding debt (MS-5 or notes to the audited financial statements)
- Schedule of town property
- Report of independent auditor (auditor's opinion letter, MD&A, financial statements and notes)
- Summary minutes of previous year's annual town meeting, and any special meeting
- Report of the Town Clerk
- Reports of town departments
- Vital statistics

*Salary/Wage list*

## Deborah Intonti

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**From:** Carolyn Matthews <matthews1981@comcast.net>  
**Sent:** Thursday, November 21, 2019 2:36 PM  
**To:** Deborah Intonti  
**Subject:** RE: annual reports  
**Attachments:** ATT00001.htm

Thanks for your efforts Deb. My short answer is no, a visit to the board to report with a mention in the minutes and report attached would not suffice. Our annual Town Reports are archived on the town website and elsewhere and easily accessible to all citizens as well as other state entities. A more detailed explanation:

RSA 483:8-a:III (see below) governs the duties of local river advisory committees. In addition LRAC has a 2013 Management Plan, approved by the state, with related requirements. To fulfill the requirements of a) b) and c), I've been on the agenda at least once every year to update the board on LRAC issues as they specifically apply to Raymond. Last year, for example, I brought our new 20 year report and spoke about the new community grant opportunity through LRAC, and Raymond's Con Com was able to apply and receive \$6,000 from the National Park Service toward the wetlands study in Raymond. Also, I'm frequently in contact with Cons Com and Planning chairs and occasionally DPW on project reviews and other LRAC matters. To fulfill d) Local Advisory Committees across the state use an annual report to be included in the designated river's Towns Annual Report. In the case of the Lamprey River LAC, that report goes to all 14 towns in our watershed, including Raymond. It is a short report but contains important information for municipalities and their citizens, including our federal requirement to report that any grant money we distribute comes from the National Park Service, a return to citizens for federal taxes they pay.

My term as Raymond Rep to LRAC ends on June 2020. I've served two terms, three years each, and been involved in LRAC since 2009. We have two new LRAC Raymond recruits (we are allowed four seats) who will shortly be submitting letters to request nomination by our Board of Selectmen to the Commissioner of DES as Raymond Reps to LRAC. I can't speak for them, but only for myself. I will be hard pressed to explain to both the state RMPP program administration and the federal government (whose NPS Rep attends our LRAC meetings), and also to our Lamprey River AC why our Raymond Town Report last year did not include the LRAC annual report. I didn't realize that it had not been included last year or I would have spoken up then and certainly long before now.

Let me know if you have more questions. I'll be traveling 12/2 and not in touch via e-mail for about 10 days in early December, but I'll get back to you just as soon as I can.

All the best for a happy Thanksgiving, and THANK YOU for your dedicated work for Raymond! Carolyn

RSA 483.8-a:III

III. The duties of such committees shall be:

(a) To advise the commissioner, the advisory committee, the municipalities through which the designated river or segment flows, and municipalities within tributary drainage areas on matters pertaining to the management of the river or segment, tributary drainage areas, and disposal of state-owned lands. Municipal officials, boards, and agencies shall inform such committees of actions which they are considering in managing and regulating

activities within designated river corridors.

(b) To consider and comment on any federal, state, or local governmental plans to approve, license, fund, or construct facilities or applications for permits, certificates, or licenses, that may alter the resource values and characteristics for which the river or segment is designated.

(c) To develop or assist in the development and adoption of local river corridor management plans under RSA 483:10. The local planning board, or, in the absence of a planning board, the local governing body, may adopt such plans pursuant to RSA 675:6 as an adjunct to the local master plan adopted under RSA 674:4. No such plan shall have any regulatory effect unless implemented through properly adopted ordinances.

(d) To report biennially to the advisory committee and the commissioner, and annually to municipalities on the status of compliance with federal and state laws and regulations, local ordinances, and plans relevant to the designated river or segment, its corridor, tributary drainage areas, and the activities of the local river management advisory committee including, but not limited to, committee volunteer hours, permit applications reviewed, corridor management plans and their implementation, and education and outreach efforts.

On November 21, 2019 at 8:33 AM Deborah Intonti <dintonti@raymondnh.gov> wrote:

I will bring that up to the Board on 12/2 and put the annual report on the agenda – if the LRAC report doesn't go into the annual report would bring invited to a Board meeting to give your report suffice and meet the requirement?



*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](mailto:dintonti@raymondnh.gov)*

*visit our website at [www.raymondnh.gov](http://www.raymondnh.gov)*

*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:** Carolyn Matthews <matthews1981@comcast.net>  
**Sent:** Wednesday, November 20, 2019 4:22 PM  
**To:** Deborah Intonti <dintonti@raymondnh.gov>  
**Subject:** Re: annual reports

Got it. I wondered last year why we were missing much of the traditional info and just assumed it had not met the deadline. Deb, just FYI for the Selectmen, LRAC is a statutory committee and required by state statute to report to all our 14 towns annually. I'm not sure how we can fulfill that requirement, and prove that we have fulfilled it, or reach citizens, if the LRAC annual report is excluded from the town report. I'll go ahead and prep the report for you so you'll have it, pending the Selectmen's decision.

On November 20, 2019 at 3:33 PM Deborah Intonti <dintonti@raymondnh.gov> wrote:

Hi Carolyn: good to hear from you. If we keep the same format as last year and only include the required documentation, then we won't be including extra reports. I will bring up at next BOS meeting and see what they want. Thank you for your patience

Sent from my iPhone

On Nov 20, 2019, at 2:33 PM, Carolyn Matthews  
<matthews1981@comcast.net> wrote:

Hi Deb ~ Can you tell me when annual reports are due for inclusion in the Town Report? If you have any restrictions on length or format, could you send that along too? I'll be reporting this year for the Lamprey River Advisory Committee.

Thanks a bundle. Carolyn 244-2027

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Total Control Panel

[Login](#)

To: [dintonti@raymondnh.gov](mailto:dintonti@raymondnh.gov)

[Remove](#) this sender from my allow list

From: matthews1981@comcast.net

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

**Town of Raymond  
Board of Selectmen Draft Minutes  
Monday, November 18, 2019  
6:00 PM  
Raymond High School Media Center**

**Meeting Called to Order at High School by:** Chair, Selectman Plante; 6:00 p.m.

**Board of Selectmen in Attendance:**

Jack Barnes  
George Plante  
Christopher Long  
Kathleen Hoelzel  
Scott Campbell

**Town of Raymond Staff:**

Joseph Ilsley – Town Manager

**Board of Selectmen Excused:** n/a

**Pledge of Allegiance:** The Pledge of Allegiance was recited.

**Moment of Silence:** Anthony Spinazzola, Lt. Jason Menard, Worcester Fire Department

**Public Comment:** opened at 6:01pm, closed at 6:01pm.

**Public Hearing:**

*In accordance with RSA 41 :14-a, acquisition or sale of land/buildings or both, the Raymond Board of Selectmen will hold two public hearings on **November 18, 2019 and December 2, 2019, with the vote to accept on December 16, 2019, at 6:00pm in the Media Center at the Raymond High School, 45 Harriman Hill Road.** To accept public comment on a proposal to acquire the following land donations to the Town of Raymond:*

*Map 28-2/Lot 40 Juanita Drive Property*

*Map 41/Lot 4 Chadwick Property (note: not subdivided)*

*Map 35/Lot 15 Griset Property (note: not subdivided)*

The Chairman opened the public hearing for public comment at 6:02pm The Chairman read the public hearing notice for discussion. The Chairman asked the public if anyone had public input on this subject to Board. No Board discussion was presented. Ms. Kent, Chairman of the Conservation Commission came forward to speak. Ms. Kent stated that some of the Conservation Commission members walked the property of Juanita Drive, they observed that the property is small and provided good neighborhood access to the Rockingham Rail Trail and it is along the Lamprey River. They also observed that the property is very steep and had some trails. The flat trail on the left went out directly to the rail trail. They also observed that the area near the river was very flat and when the river floods, that it is a flood plain. The Conservation Commission wrote a letter of recommendation that the town accept the donation of Juanita Drive. She commented that once the property is accepted, there are two trails (one that belongs to the abutter) and one



46 that would be used for the public, she suggested some signage (to the Rail Trails) to direct the public to the  
47 correct trail so as to not be on the abutters property.

48 The Conservation Commission worked on the Norris Farm/ Griset Property along with the Planning Board  
49 phase of this project. It is a conservation subdivision and is part of the conservation subdivision in the  
50 respect that it we are going to use that part of the zoning the landowner makes half of the property  
51 conservation land. Mr. Griset wanted to donate most of the conservation part to the town and since it abuts  
52 Flint Hill there was an interest from the Conservation Commission to add this to the Flint Hill property and  
53 expand that conservation area. This piece of property is around five acres. The Conservation Commission  
54 recommended that the Town accept the donation in accordance with the Conservation subdivision plan and  
55 she further added that they had previously written a letter in July 16<sup>th</sup> to the Planning Board which made  
56 that recommendation.

57 The Chadwick property has been a project that the Conservation Commission and the Chadwick's have  
58 working on for a while. The Chadwick's wanted to donate part of their property and they are working  
59 through a program through the USDA that is administered by National Resource Conservation Service  
60 NRCS. This particular part of the property that they want to protect has wetlands, so one of the criteria to  
61 be part of this program is to have suitable wetlands and land for water life management. The other part of  
62 the program is based on a point system so one of the ways to help the Chadwick's qualify for this program  
63 was if the Town would accept the donation as conservation land. The reason is that the NRCS would prefer  
64 that properties that are under their conservation protection be owned by municipalities land trust versus  
65 private landowners. So, the Conservation Commission came before the Board of Selectmen back on  
66 November 19, 2018 and asked if the Town would accept the donation of this land. The Board approved the  
67 Conservation Commission to move forward with this project. The Chadwick's have been approved for this  
68 project and we are now in the final stages. As stated back in November the Conservation Commission  
69 recommends that the Town accept the land donation from the Chadwick's.

70 Chairman Plante asked the Griset Property and the Chadwick Property about each other? Ms. Kent replied  
71 that they do not, but both properties about Flint Hill conservation. She also stated that these properties will  
72 not be part of the same conservation easement as Flint Hill is as this is a separate program administered by  
73 separate entities. This would be an extension, more conservation land for the town. Selectman Barnes asked  
74 if the land can be hunted on? Yes, replied Ms. Kent if the Board of Selectman choose to allow hunting.  
75 Chairman Plante asked what the tax impact would be by acquiring this land? Mr. Hsley couldn't recall  
76 exactly, but roughly he estimated around \$700.00. Ms. Kent added that there is no expense to acquire the  
77 property, any expenses that would need to be expended would come from Conservation Commission funds  
78 and we will cover management activities. Selectman Hoelzel asked if there was an ongoing cost to the town  
79 once this property is acquired? Ms. Kent replied no; there is no stewardship fee and no ongoing fees to  
80 anyone. Chairman Plante asked about signage on these properties, is that something we can ask of the  
81 donators to acquire the placards? Ms. Kent stated in the case of Juanita Property, because the piece is small  
82 some signs showing where the town line is would be advisable. Same thing with the Chadwick property as  
83 it will sub-divided it will require some signage which we can present through the Planning Board.

84 Mr. Hsley read a resident concern for this public hearing into the record. *"I have an issue with the Town*  
85 *accepting donated property. Why should all the property taxpayers have to bear the burden of paying*  
86 *more because someone chooses to "donate" to release their property from the tax burden?"*

88 *Also, why did only one Planning Board member accept the Chadwick Property, but six members were in*  
89 *favor of the Town accepting Juanita Property and six members were in favor of the Town accepting the*  
90 *Griset Property? Please be sure every BOS has a copy of this email prior to calling for a vote." Tina*  
91 *Thomas, Raymond Resident*

92 The public hearing closed at 6:16 p.m.

93 **Solid Waste & Recycling Committee Presentation:**

94 Mr. Watjus, Chair of the Committee came forward to present his committees presentation. He went up to  
95 Concord to investigate HB 617. They studied solid waste and recycling and would like to make some  
96 changes. He participated in 5 of the meetings and is bringing forward the information that he gathered. *(see*  
97 *attached reports attached to these minutes)*. He expressed that NH landfills will soon reach capacity by  
98 2034; the state currently has three commercial landfills with unlimited service, three limited landfills  
99 (limiting where waste can be taken from). As these landfills reach capacity and or close, costs will rise.  
100 Once a landfill is closed and capped, the waste in the landfill does not continue to breakdown as there is no  
101 moisture, oxygen or heat which is required for the breakdown process. Mr. Ilsley made a point of  
102 clarification: Mr. Watjus is a volunteer on a committee that the Board appointed. What he is briefing is  
103 not his opinions and he is bringing information to us the information that was stated from a state committee  
104 to which he has donated his own time to attend these meetings. Other ways that we can dispose of trash, 1)  
105 Wheelabrator in Concord, not an incinerator and is considered better than a landfill, and is used as waste to  
106 energy sending electricity to homes, 2) composting, there are permits given, but they are limited to no meat  
107 or dairy products. These ways of generating clean electricity decreases greenhouse gases that would have  
108 been emitted from landfills and fossil-fuel power plants. Some things to be considered is how much will  
109 the costs rise? How are we going to pay for it? Should single stream change to source separate and how  
110 would it be done? Do we keep recycling at the curb and keep subsidizing it with trash bags? Or should we  
111 do trash only at the curb and bring our recyclables to the transfer station? How can the transfer station be  
112 utilized to benefit the taxpayer and is there a way to collect funds from the marketable recyclables? Mr.  
113 Watjus also mentioned that the other members, Ms. Pouliot, Ms. Dube and Mr. Woods have sent in their  
114 letters of resignation. There are only two members left, me and Selectman Hoelzel. Mr. Watjus turned in  
115 their letters to the Board.

116 **Dumpster Ordinance Discussion:**

117 Mr. Ilsley gave an overview of the dumpster ordinance thus far and how and why this is being brought  
118 forward now. Tonight, is a discussion, and an opportunity for the Board to make changes, if any, and for us  
119 to seek approval from the Board to send off for legal review. Once that is complete, this ordinance will be  
120 subject to two public hearings before going to the Board for a final vote and then it would become part of  
121 the Town Code.

122

123 Troy Higgins, Bill Casey, Doug Linder, Tyler Smith, Donna Ryan, Beth Thompson and Curtis Pelletier all  
124 came forward to speak to the Board regarding trash bag prices, the dumpster ordinance put forth and their  
125 concerns and questions regarding their property and how this ordinance affects them. Mr. Higgins expressed  
126 that he has a dumpster that he keeps his dumpster locked and it is in his driveway and he expressed that the  
127 trash bag prices are very expensive that is why he went with a dumpster. He does not feel that the town has  
128 a right to tell him how to dispose of his trash in his own yard. Mr. Ilsley stated that there does need to be  
129 some control whether the proposed ordinance went too far brings great discussion and hear comments  
130 specifically about it, but we cannot go with no regulations. It has to meet both sides of the issue and be fair.  
131 He is open to hear solutions. Mr. Smith stated that he was under the impression that a homeowner could  
132 only put out two trash bags a week. Mr. Casey expressed that he has a dumpster and has two to three bags  
133 of waste a day; the dumpster is in his front yard in his driveway near the road as the trucks did damage to

his driveway and he does not want to put a fence up because of the location of the dumpster now. He also only has his dumpster emptied bi-weekly, according to this ordinance, it is required to have a weekly pickup and that would cost him more. Ms. Thompson expressed that she has a dumpster and she is cleaning out a residence and with all of these restrictions how is she supposed to comply? Mr. Pelletier expressed that as a community we need to come together and work this out, because what we have now is not working.

The takeaway from this discussion was to revisit the weekly pickup (too excessive), requirement to have screening, ( costly), and a temporary exemption for residents that may need a larger dumpster for a period of time (i.e. cleaning out a residence, construction materials etc.) Selectman Hoelzel expressed how important it is for residents to come to deliberative session. That is a time for the community to make the changes that they want to see in these warrant articles. She also asked how the residents that are here at the meeting tonight feel about the town not being involved in the trash (PAYT) program? The Board wanted to schedule the public hearings to be scheduled in January. No action at this time.

#### **Cable Franchise Agreement Update & Discussion:**

Mr. Ilsley stated that he and Mr. Woods from the Cable Committee continue to work collaboratively with the attorney at Donahue, Tucker and Ciandella (DTC). The paradigm is that the community television cable and the cable company work that we work with has changed. The courts have decided that they can now charge for not only for the services that we have been receiving free, cable that goes to the school, cable that goes to the town and maintenance of the cabling line. As we have reached out the cable provider and they cannot scope the issue and thanked Mr. Woods for his work on this. Cities across the US are suing the FCC to stop this charge. So, this means that for individuals that have a cable bill, 2% of the cable bill pays for RCTV. So, what they are saying is that all of these additional costs that are un-scoped they can raise the percentage for us to maintain the system. The attorney that is working with us has made amendments to the current agreement that gives us clauses to get out of this. In addition, one of the clauses under the new agreement was to pursue a new infrastructure that will allow us to HD. Currently we have coaxial cables that have reached the end of their life cycle and there is a lot of maintenance costs and the court law costs will be passed on to us. The initiative that Mr. Woods brought forward was to go to fiber which would enhance the quality of the picture and in addition to that it would be a reduction in the maintenance costs. It would be fully funded by the funds in the capital reserve under cable. Keeping the current contract with these restrictions that allow us to get out of it is the best answer. If this law goes south it would allow us to choose other options. Mr. Woods commented that because the cable committee did their due diligence and have built up funds in this account, if we were to make improvements, the cable committee has the funds to do that and costs would not burden the cable user. With the Cable Committees approval, the Town Manager would like to do the analysis and bring back some answers to the Board. The cable coordinator agreed and welcomed the assistance; he will bring it before the committee. The action for tonight is the Board would like for DTC and Comcast to continue to negotiate the amendment. Mr. Ilsley recommendation to the Board is he is seeking permission to bring it forward to Comcast to negotiate if terms are changed during this time then we bring it forward to set up the public hearings. Selectman Barnes made a motion per the recommendation of the Town Manager, seconded by Selectman Hoelzel, MOTION CARRIED 5-0-0.

#### **Sale of Tax Decded Property Bid:**

Selectman Campbell opened the bid for 11 Mary Ave.; Diamond Edge Real Estate Development, LLC, \$68,000 along with a \$500.00 check enclosed.

#### **CRF Computer & Technology Equipment:**

Mr. Ilsley reported that when we did the server change over, we found out that the highway department computers were never connected to the server. We will purchase computer equipment through our vendor in the amount of \$4,476.60 and connectivity will be \$835.00. Selectman Hoelzel made a motion to approve the CRF in the amount of \$5,311.60, seconded by Selectman Long, MOTION CARRIED, 5-0-0.

185 **Acceptance of Unanticipated Donation for the Town:**

186 The Firefighter Association donated a Kabota Utility Vehicle, Side by Side to the Fire Department. They  
187 also donated and helped install a washer (extractor) and dryer -- that will wash and dry turnout equipment  
188 for the fire department. Blackstone Reserve Development Owner donated a truck load of loam for the side  
189 of the Safety Complex and they planted grass. We thank everyone for their generosity. He also mentioned  
190 that the Fire Fighters Association Christmas Tree Sale will be on December 7 and December 8<sup>th</sup> at the fire  
191 station.  
192

193 **Approval of Board Minutes:**

194 Selectman Hoelzel made a motion to accept the Board minutes of November 4, 2019 as presented,  
195 seconded by Chairman Plante, MOTION CARRIED, 5-0-0.  
196

197 **Other Business/Board Announcements:**

198 Chairman Plante read the announcements into public record.

199 He also stated that the Board received the full town budget and warrant articles on November 4,  
200 2019. The Board needs to vote to accept the budget and warrant articles this evening with the  
201 stipulation that the warrant article amounts will continue to be amended as we work through the  
202 budget process.

203 Mr. Hsley and Ms. Jenks presented further amendments that have been made since the presentation  
204 on November 4<sup>th</sup>. *(See attached sheets with amendments).*  
205

206 The budget will then move to the Budget Committee for their review, comments and approval. No  
207 further discussion from the Board; these amendments were found through further investigation  
208 from Finance. Selectman Hoelzel made a motion to accept the budget as presented and further  
209 recognizes that the warrant articles will continue to be amended, seconded by Selectman Campbell,  
210 MOTION CARRIED 5-0-0.  
211

212 **Citizen Question/Answers/Comments:** none

213 **Board Correspondence Sent/Received:**

214 The only correspondence that was received addressed to the Board was from the Attorney for  
215 Smith Pond Road/Audette Road. They cited their position. We have sent that letter to our town  
216 attorney for further review and comment and legal response.  
217

218 **Town Manager Report:**

219 Snowplow Bids: We received the snowplow bids several meetings ago, they have been accepted.

220 Transfer Station Negotiations: We have had a meeting with the transfer station company to discuss  
221 our current displeasure for the bid that they put forth to the Town. We have come up with counter  
222 proposals and we will renegotiate, and they understand that the Board is willing to shut down the  
223 transfer station if need be. With the desire to revisit the contract we have given them a 60-day  
224 extension. It was given by me. The reason for this decision was to keep the employees that are  
225 there in their current job to carry them through the holidays and give us enough time to come to a  
226 contract agreement.

227 Tax Bills: Tax bills went out on November 16. The Town/Municipal went down 2% from \$6.58  
228 to \$6.45, overall tax rate went up \$0.24 which is .9% increase. Increases were county and local  
229 education.  
230  
231

**Board of Selectmen Report:**

Selectman Hoelzel, she announced the Boston Post Cane ceremony at Torrent Hall on November 23<sup>rd</sup> @ 1:00 p.m. A quorum will be posted for the Selectmen to attend. Selectman Long, no comments, Selectman Barnes, no comments, Selectmen Campbell, no comments, Chairman Plante commented on Veterans Day Ceremony and thanked everyone involved who made it possible. He also attended a Planning Board meeting regarding the medial park. Selectman Hoelzel also commented that she received very positive comments regarding the Veteran's Day ceremony. She thanked everyone for their work. Much appreciated.

**Adjournment:**

Selectman Barnes made a motion to adjourn the meeting, seconded by Selectman Long, MOTION CARRIED 5-0-0.

These minutes are in draft form and therefore a subject to change.

Minutes Recorded By:

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

Attachments:

- 2019 HB617
- DES Report
- DRAFT Budget Revisions

W.H.  
get into  
C Sykes

## 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:  
 2019-06

DATE OF REQUEST	REQUISITIONER NAME	DATE OF SELECTMEN'S MEETING	REQUESTED AMOUNT
11/25/2019	Stephen Brewer	12/2/2019	
FUND NAME / ACCOUNT	DESCRIPTION OF FUNDING REQUEST AND PROPOSED PURCHASES		
<b>Tax Deeded Properties Reserve Fund 05-8002-239</b>	<b>17 Epping Street</b> - Debris Removal and Disposal / Demolition <b>EnviroVantage - \$7,950.00 / \$24,950.00 = \$32,900.00</b>		
	<b>Tannery Site</b> – Follow-up Soil and Water Sampling <b>StoneHill Environmental - \$6,880.00</b>		
<b>Total</b>			<b>39,780.00</b>

Chairman George Plante

Approved / Not Approved

Vice Chair Scott Campbell

Approved / Not Approved

Jack Barnes, Jr.

Approved / Not Approved

Kathy Hoelzel

Approved / Not Approved

Chris Long

Approved / Not Approved







November 14, 2019

Jim DeBonis  
Town of Raymond  
Raymond, NH  
Re: 17 Epping St; Raymond, NH

Dear Jim,

Thank you for the opportunity to bid on the 17 Epping St; Raymond, NH project for your firm. Please review the following quote and contact me with any questions you may have. In order to safeguard our partners and clients under the new OSHA Silica Standard (OSHA 29 CFR 126.1153), EnviroVantage has implemented required compliance processes in the performance of our assigned scope of work to manage liability and risk to all project teams and the public.

The scope of this project is based on information gathered during the site walk of the property located on 17 Epping St in Raymond NH. The first scope of work involves the removal/disposal of debris within and around the building. This includes debris around the yard and in the attic of the building down to the basement. This includes only 1 layer of tires from overgrowth in the backyard due to lack of visibility. Discovery of more tires will require an alteration in price.

The second scope of work includes the complete demolition of the residential building including roof system, walls, and floor systems. The foundation from the ground down will remain in place and the cavity will be filled with bank run gravel in order to prevent collapse of surrounding earth.

**Removal of Debris from Building Premises: Cost of labor, materials, and disposal...\$7,950.00**  
**Building Demolition: Cost of labor, materials, equipment and disposal...\$24,950.00**

**Description of work to be performed: Demo:**

- GC/Owner to provide NESHAP survey prior to demo
- Supply properly trained supervisor and workers
- Supply proper fall protection while working
- Supply proper PPE for EnviroVantage employees
- Adhering to OSHA 29 CFR 1926.1153
- Additional 'Silica Exposure Zone' containment may be required
- 'Silica Exclusion Zone' begins where silica action level (25ug/m3) is met
- Dumpster to be placed on site
- Remove and dispose of identified items to be demolished
- Properly dispose of materials generated
- No shoring or temporary bracing included in quote
- All MEPs to be cut, capped, dropped, and drained by others.
- Supply proper documents

**Quotation Notes:**

- Owner/GC responsible for any additional city and town permits
- Owner/GC to provide access
- Owner/GC to supply access to work area, water, and electricity throughout duration of project
- Owner/GC to salvage items prior to start of demo
- Owner/GC to provide adequate water hookup and water supply on site for dust control



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629 Calef Highway (Rt. 125), Epping, NH 03042 Toll Free: 800-640-5323 (p) 603-679-9682 (f) 603-679-9685

[www.EnviroVantage.com](http://www.EnviroVantage.com)

- Owner/GC responsible for slab X-Ray to identify existing obstacles prior to slab cutting
- Layout and mark out by Owner/GC
- Excludes all hazardous materials
- Excludes any/all excavation, dewatering, backfilling, compacting and finish grading
- Excludes any/all trenching
- Excludes any/all fencing
- Excludes any/all disconnection of utilities
- Excludes any/all engineering
- Excludes any/all shoring and bracing associated with demo
- EnviroVantage will not be held responsible for lawn and site damage
- All items will need to be removed from work area by owner prior to start of work
- No entry into work area by persons other than licensed/trained personnel while work is being performed
- Some tape damage may occur when building and removing containments
- EnviroVantage carries standard \$6 million pollution insurance
- No performance and payment bond included
- Not based on Davis Bacon rates
- Excludes any/all dewatering
- Lock out tag out by Owner/GC
- Owner/GC to provide temporary dust/construction partitions if required
- Excludes any/all winter conditions

Quotation Exclusions:

- This quote is based on doing our scope of work in one mobilization
- If additional mobilizations are required there will be an additional charge of \$1,800.00 per mobilization
- This quote is based on straight time
- This quote is based on project schedule represented at bid time
- Any project schedule changes made after the date of this proposal will require a review of our estimated cost
- For equipment requiring a flat bed trailer an added cost of \$4,500.00 will be required for labor and transportation for mobilization and demobilization



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#### General Information

EnviroVantage is an award winning Specialty and licensed Environmental Contractor with over 30 years of experience and success with projects of this nature, including many of New England's most recognizable landmark projects. We've achieved that level of accomplishment through our continued desire to go above and beyond the expectations of our clients with high quality workmanship, teamwork, communication, dedication to safety and environmental responsibility. We are committed to doing what it takes to get the project done right the first time. For further information on the benefits of working with us, visit our website at [www.envirovantage.com](http://www.envirovantage.com).

I appreciate your interest in doing business with EnviroVantage and thank you for your consideration. We look forward to working with you and being a valuable part of your project team.

Feel free to contact me with any questions.

*Sincerely,*

*Scott*

Scott Sansoucie  
Vice President



Asbestos-Demolition-Lead-Mold-PCBs

24/7 Emergency Services

Office: 603-679-9682

Cell: 603-231-7049

Toll-Free: 1-800-640-5323

[www.EnviroVantage.com](http://www.EnviroVantage.com)

[scotts@EnviroVantage.com](mailto:scotts@EnviroVantage.com)

2014 & 2015 Business of the Year

**Celebrating 30 Years in Business!**

#### Terms and Conditions:

The above price(s), specifications and conditions are satisfactory and are hereby accepted.

EnviroVantage is authorized to perform the work as of \_\_\_\_\_, 2019

Payment Terms: Net 30

Overdue payments will bear interest at two (2) percent per month. Costs of collecting overdue invoices, including reasonable attorney's fees will be added to the invoice for collection.

Authorized Signature: \_\_\_\_\_

\*Price quoted is only valid for 30 days after date of proposal. Signature required prior to start of project.

QID:: 23150

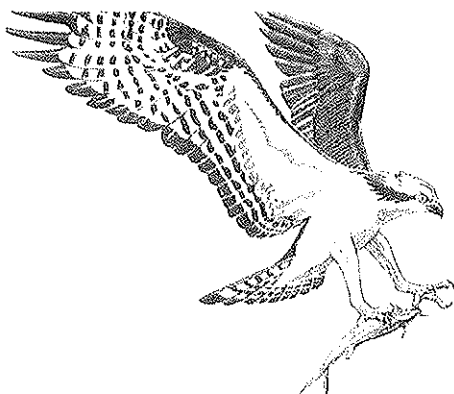


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# StoneHill

Environmental  
a subsidiary of CEA

600 State Street, Suite 2  
Portsmouth, NH 03801  
tel 603-433-1935  
fax 603-433-1942

## Work Scope Authorization

**Date:** October 30, 2019

**StoneHill Project No.:** 14038

**Client/Contact:** Town of Raymond  
4 Epping Road  
Raymond, NH 03077

**Project Name:** Former Regis Tannery

**Project Description:** Shallow surface soil and surface water sampling for PFAS

**Scope of Work Description/Tasks**

1. **Initial Site Visit/Dig Safe:** Site meeting with Town officials to identify sampling locations and obtain dig safe clearance tickets for soil sampling locations- **\$500**
2. **Soil and Surface Water Sampling:** Within one 8-hour day, sample 3 surface water samples from the Lamprey River using disposable polyethylene bailers, and collect up to 6 shallow surface soil samples from Lot 43 and other Town-owned properties. Assume 3 soil samples from Lot 43 and 3 samples from other Town properties. The depth of soil samples will be within the top 3 or 4 inches. Soil sampling will be completed using a spade or equivalent to cut a square in the ground and then collect a sample of soil by hand in the center of the square using nitrile gloves. Soil in contact with the spade will not be collected. The sampling will be completed to minimize cross contamination.- **\$1,550**
3. **PFAS Analysis:** 3 surface water samples and 6 surface soil samples. NHDES recommended QA/QC includes a field blank and equipment blanks. 1 field blank and 1 equipment blank is included in cost estimate - **\$3,200**
4. **Reporting:** A letter report will be prepared to summarize PFAS results. The report will include analytical tables, maps showing sample locations, and the laboratory report. - **\$1,250**

**Total Cost Estimate = \$6,500**

**Terms:** Services will be provided in accordance with the attached StoneHill Standard Terms & Conditions.

**StoneHill Contact:** Chad Tomforde – Principal Geologist

**AUTHORIZATION OF WORK SCOPE AND ACCEPTANCE OF TERMS**

This Work Scope can be authorized by returning a signed copy of this agreement to StoneHill.

ACCEPTANCE: I accept the terms of this Work Scope Authorization:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Date

## TERMS & CONDITIONS

The following terms and conditions, together with any additional terms set forth in the Proposal (collectively, the "Terms and Conditions") apply to the provision of all services referenced in the Proposal by StoneHill Environmental (a subsidiary of Corporate Environmental Advisors), its employees, representatives, agents and subcontractors ("STONEHILL") to the Client ("Services"). The Proposal may be accepted only on the exact terms set forth in these Terms and Conditions, and no other agreement that modifies any of these Terms and Conditions shall be accepted or be binding upon STONEHILL unless accepted by STONEHILL in writing. These Terms and Conditions shall control all non-emergency Services performed by STONEHILL for the Client, including but not limited to services described in the Proposal, as amended by any oral or written agreement, and additional services performed on this or any other non-emergency project performed by STONEHILL for the Client.

### **1. SERVICES.**

Client shall order the Services by executing the Proposal. In lieu thereof, or in addition thereto, STONEHILL may, in its sole discretion, accept Client's proposal (which, for the purposes of these terms and conditions shall become the "Proposal" as defined herein) provided such Proposal incorporates all applicable terms and conditions of these Terms and Conditions. Client hereby agrees that such proposal will be deemed to be subject to all applicable fees, charges and supplemental terms and conditions of an appropriately completed Proposal. Client acknowledge and agrees that unless expressly agreed to in writing by STONEHILL, no additional or different terms and conditions appearing on the face or reverse of any purchase order shall be binding upon STONEHILL. Acknowledgement or acceptance by STONEHILL of a purchase order shall not constitute acceptance of any such additional or different terms and conditions. STONEHILL shall provide the Client with the Services as described in the proposal with respect to the property identified (the "Site") therein and under these Terms and Conditions. STONEHILL's Services will be performed on behalf of and solely for the use of the Client and for the purposes set forth in the proposal. The Client acknowledges that STONEHILL's Services will result in professional decisions by STONEHILL that are based upon judgments drawn from data limited by the scope of the proposal, information provided to STONEHILL by the Client, and any expansion, modification or change to the proposal by the Client, rather than upon scientific certainties. The Client, in accepting STONEHILL's Proposal, acknowledges the inherent risks to the Client, its property and the Site associated with the Services and with underground work in general. Unless otherwise specified, Services will be performed by STONEHILL or a designated subcontractor selected by STONEHILL in its sole discretion.

### **2. STANDARD OF CARE AND WARRANTY.**

STONEHILL's Services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time in the same locale and under like circumstances. The Client agrees that the Services will be rendered without any other warranty, expressed or implied, and that any statements, data or information furnished to Client in connection with the Services shall not be construed as additional representations and/or warranties of STONEHILL, its directors, officers, employees, or affiliates.

The Client acknowledges that the Services may involve the use of tests, calculations, analysis and procedures that are in a constant state of change and refinement and that changes in STONEHILL's methods and procedures may be required at any time by STONEHILL during performance of the Services. The Client further acknowledges that the state of practice, including a practice relating to identification of contamination by way of oil, hazardous wastes, materials or substances or other pollutants, as defined by federal, state or local law (collectively, the "Hazardous Materials") is subject to change and that any standards existing at commencement of Services may be changed, altered or modified requiring STONEHILL to change its Services.

If a change in legal, regulatory or other applicable law makes the provision of the Services by STONEHILL illegal or impracticable at the rates specified in the proposal, STONEHILL will have the right to immediately terminate the Proposal and any Services hereunder. If such a change requires STONEHILL to modify its Services, STONEHILL will notify Client and the parties will work in good faith to amend the Proposal or enter into a new proposal as needed; provided, however, that if the parties are unable to agree upon new terms within sixty (60) days, either party may terminate the Proposal.

### **3. ACCURACY OF TEST BORINGS AND MONITORING WELLS.**

If STONEHILL conducts test borings or establishes monitoring wells, the Client acknowledges that the accuracy of such test borings and wells relate only to the specific location of the boring or the well, and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance and that greater accuracy may be obtained when the number of test borings and monitoring wells is increased.

### **4. CHANGE ORDERS.**

Changes in the Services may be accomplished after execution of the Proposal, and without invalidating the Proposal by a change order or additional proposal agreed upon in writing by the parties. STONEHILL will notify Client of any material change in its obligations under the Proposal, and upon Client's receipt of such notice, the parties will use reasonable efforts to enter into a written change order or new proposal and agree upon a reasonable fee for the additional services. Notwithstanding anything to the contrary herein, STONEHILL shall be entitled to charge Client its reasonable and customary fee for any services STONEHILL performs at Client's direction or request or that STONEHILL is required to perform because of any act or omission of Client.

### **5. PAYMENT AND SECURITY INTEREST.**

The Client will pay STONEHILL for Services performed in accordance with the rates and charges set forth in the Proposal. All invoices will be paid within thirty (30) days after the date stated on the invoice. Invoice balances remaining unpaid for thirty (30) days will bear interest from the invoice date at a rate of 1.5% of any unpaid balance per month or at the maximum rate permitted by law. If STONEHILL does not receive payment within such thirty (30) day period, STONEHILL may, at any time, and without waiving any of the rights or claims against the Client and without incurring any liability to the Client, elect to terminate or suspend performance of all Services under the Proposal, including the services of any LSP employed by STONEHILL (as defined below) in accordance with Section 26 of this Agreement. In addition, STONEHILL may apply any credits that may be due to Client to any outstanding balance. If the Services are paid for by insurance, Client agrees that it is responsible for the balance, and that it will pay STONEHILL for any amounts that exceed such insurance coverage. The Client further agrees to reimburse STONEHILL for any costs and expenses of collection, including reasonable attorney fees and costs, whether or not suit is actually commenced. If Client has a good faith dispute regarding payment for a particular Service (or part thereof), such dispute shall not entitle Client to withhold payment for any other Service (or part thereof) performed by STONEHILL. All of STONEHILL's rights hereunder shall be cumulative.

### **6. CLIENT RESPONSIBILITIES.**

Prior to commencement of the Services, STONEHILL may request in writing that the Client provide reasonable evidence that the Client has made financial arrangements to fulfill the Client's obligations under the Proposal. Thereafter, STONEHILL may request such evidence if (1) the Client fails to make payment to STONEHILL as required in the Proposal or Terms and Conditions; (2) a change in the Services materially changes the charges set forth in the Proposal; or (3) STONEHILL identifies to Client a reasonable concern regarding Client's ability to make payment when due. The Client will furnish such evidence as a condition precedent to commencement or continuation of the Services affected by a material change. After the Client furnishes the evidence, Client will not materially vary such financial arrangements without prior notice to STONEHILL.

The Client grants to or warrants to STONEHILL that STONEHILL will have prompt and unencumbered access to the Site and that Client has obtained in advance of the Services (i) the right and authority for STONEHILL to enter the property and Site; and (ii) any and all licenses, permits, and other approvals necessary for STONEHILL to perform the Services. In addition, Client will be responsible, at its own expense, for preparing the Site in accordance with STONEHILL's instructions. Notwithstanding anything to the contrary herein, STONEHILL will have no obligation to perform Services if Client fails to perform any obligation under this Section 6.

### **7. SUBSURFACE EXPLORATIONS.**

The Client recognizes that common exploration methods used for investigations, such as drilling, boring, or excavating trenches, involved inherent risk to the Site and adjoining properties. The Client will furnish surveys describing physical characteristics, legal limitations and utility locations for the Site, and a legal description of the Site with reasonable promptness prior to commencement of the Services. STONEHILL is entitled to rely on the



accuracy of information furnished by the Client but will take proper precautions relating to the safe performance of the Services. The Client represents and warrants the completeness and accuracy of information furnished to STONEHILL and acknowledges that STONEHILL is relying upon such information without verification by STONEHILL of its completeness or accuracy. If STONEHILL determines in its sole discretion that that such information may be inaccurate or incomplete, STONEHILL may suspend or delay the Services until Client obtains such verification to STONEHILL's satisfaction. STONEHILL will not be responsible to the Client or any third party for any loss caused by damage to any subsurface structure, including but not limited to any pipe, tank, cable or any other element or condition, whether manmade or naturally occurring, whether pre-existing or not, which STONEHILL was not made aware by Client prior to commencement of the Services.

#### **8. OTHER CONTRACTORS.**

STONEHILL will not be responsible for any services provided by any third party contractors not hired by STONEHILL, whether such services are performed prior to, in coordination with, or contemporaneously with STONEHILL's Services, and whether such third party is recommended by STONEHILL or not.

#### **9. DOCUMENTS.**

All reports, design drawings, field data and notes, laboratory test data, calculations, estimates, and other documents STONEHILL prepares in the course of its performance of any Service for Client shall remain STONEHILL's property. The Client agrees that STONEHILL's Services are on behalf of and for the exclusive use of the Client and that all reports and other documents furnished to the Client or its agents will be utilized solely for the project covered by the Proposal. STONEHILL will retain pertinent records relating to the Services performed for a period of five (5) years following submission of the final reports for the project covered by the Proposal.

#### **10. CONCEALED OR UNKNOWN CONDITIONS.**

If STONEHILL encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those contemplated in the Proposal or (2) unknown physical conditions or an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in the Services provided for in the Proposal, STONEHILL will promptly provide notice to Client and in no event later than twenty (20) days after first observance of the conditions. If STONEHILL determines in its reasonable judgment that such conditions differ materially and cause an increase in STONEHILL's cost of, or time required for, performance of any part of the Services, STONEHILL will recommend an equitable adjustment in the Proposal amount, proposal time or both. If the parties are unable to agree upon an equitable adjustment within thirty (30) days, the proposal may be terminated by either party upon notice.

#### **11. HAZARDOUS MATERIALS.**

If Hazardous Materials are discovered during STONEHILL's work that were not included in the Proposal, STONEHILL will immediately suspend its performance of the Services and notify the Client. Upon receipt of such notice, the parties will take reasonable steps to make an equitable adjustment to the Proposal amount, or to terminate the Proposal and enter into a new proposal that includes Hazardous Materials services. If a new proposal is not agreed upon within thirty (30) days of such notice by STONEHILL, STONEHILL may terminate the Proposal and Client agrees to pay STONEHILL for all Services rendered to the date of termination, including any costs associated with termination, whether or not STONEHILL has completed the Services under the Proposal.

#### **12. CONFIDENTIAL INFORMATION.**

STONEHILL will not knowingly disclose any information furnished by the Client to STONEHILL in connection with the Site and designated by the Client in writing as confidential, except (a) to STONEHILL employees, agents or subcontractors with a need to know such information; (b) to the Client; (c) to parties designated by the Client; or (d) as otherwise required by law. Information previously known to STONEHILL without an obligation of confidentiality, that is in the public domain, or that is provided to STONEHILL by third parties is excluded from the foregoing. Client agrees not to disclose the contents of the Proposal, including any rates, to any third party, without STONEHILL's written consent, or except as required by law.

#### **13. PUBLIC RESPONSIBILITY.**

The Client acknowledges that the Client or the owner of the Site, as the case may be, is in control of the site for all purposes at all times. The Client agrees that it will timely notify each appropriate federal, state and local public entity as required by law, of the existence of any condition at the Site, including, but not limited to, the release or threat of release of Hazardous Materials or substances which may require reporting under federal, state or local environmental laws, regulations, ordinances or by-laws. STONEHILL assumes no liability for, and does not undertake to report to any federal, state or local agencies, any such information, provided that STONEHILL will report such information as required by law. STONEHILL will have no liability or responsibility to the Client or any third parties for reports or disclosures made in accordance with any legal or regulatory requirement it determines in good faith it is required to follow. The Client will defend, indemnify and hold STONEHILL harmless from and against any and all claims, demands and liabilities and expenses, including reasonable attorney fees and costs, incurred by STONEHILL and arising directly or indirectly in connection with STONEHILL's reporting or disclosing of such information under a good faith belief that such reporting or disclosure is required by law.

#### **14. INSURANCE.**

STONEHILL will maintain workers' compensation insurance for its employees in accordance with the requirements of the laws of the Commonwealth of Massachusetts and will also maintain employers' liability insurance and comprehensive general liability insurance. STONEHILL will furnish certificates of insurance to this effect upon the Client's request.

#### **15. INDEMNIFICATION.**

The Client will defend, indemnify and hold harmless STONEHILL, its officers, directors, agents, representatives and employees from any and all claims, demands, causes of action, losses or damages, including expenses of defense, arising out of or in any manner connected with or related to the performance of the Services, including but not limited to claims, demands, causes of action, losses or damages arising in connection with: (a) Hazardous Materials discovered at the Site; (b) bodily injury, property damage, disease or death or any other claim of damage, expense or loss caused by the release, removal, remediation, assessment, evaluation, transfer or investigation of Hazardous Materials; (c) removal, assessment, containment, evaluation or investigation of the release or suspected release of Hazardous Materials; (d) any federal, state or local governmental fines or penalties related to the release of Hazardous Materials, except where such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of STONEHILL; (e) Client's use, evaluation, or application of any report, data or results provided by STONEHILL; and (f) any loss or liability arising out of Client's sole negligence or willful misconduct.

If without the negligence on the part of STONEHILL, STONEHILL is held liable by a governmental agency for the cost of remediation of a Hazardous Material or substance solely by reason of performing the Services as required by the Proposal, the Client will indemnify STONEHILL for all cost and expense thereby incurred.

#### **16. LIMITATION OF PROFESSIONAL LIABILITY.**

STONEHILL liability for any claim, action or loss arising out of the Proposal will not exceed an aggregate amount of \$50,000, or STONEHILL's fee for the work actually completed under the Proposal in the twelve (12) month period immediately preceding the claim, whichever is greater. The Client further agrees that the Client will bring no claim against STONEHILL or its agents, directors, officers, employees and subcontractors later than one (1) year after completion of any services rendered by STONEHILL. Under no circumstances will STONEHILL be liable to the Client for any special, incidental or consequential damages, of any kind, including but not limited to, any damages with respect to loss of income, loss of use, loss of compensation or profit or claims for delay, impact or disruption, or loss with respect to business reputation, or good will by the Client or any third party.

#### **17. RETENTION AND DISPOSAL OF MATERIALS.**

If the Services include excavation, drilling, boring or other subsurface operations, any soil, rock and/or other non-hazardous samples obtained from the Site will remain the property of the Client. STONEHILL will store and maintain all non-hazardous samples for sixty (60) days after the completion of the Services. After this time, STONEHILL will return or dispose of any such samples at Client's expense. If STONEHILL determines that the samples contain or may contain any Hazardous Materials, Client agrees to assume immediate responsibility any such Hazardous Material samples and will assume sole responsibility for the transfer, storage or disposal of any such samples in accordance with all applicable laws and regulations. If STONEHILL is required to transfer, store or destroy any such suspected or actual Hazardous Materials, the cost will be an additional cost for the Client and will be promptly paid by the Client upon invoice by STONEHILL.

#### **18. SEVERABILITY.**

If any provision of the Proposal or these Terms and Conditions is found to be invalid, then the Proposal or these Terms and Conditions will be deemed to have been terminated only as to that portion thereof which directly relates to the provision(s) invalidated, but the Proposal and/or Terms and Conditions, in all other respects will remain in full force and effect.

#### **19. GOVERNING LAW.**

The validity and construction of the Proposal and these Terms and Conditions will be governed by the laws of the Commonwealth of Massachusetts. In the event of any dispute relating to or concerning the Terms and Conditions, the parties hereto will submit exclusively to the jurisdiction of any court of competent jurisdiction sitting in Worcester, Massachusetts, and will comply with all requirements necessary to give such court exclusive jurisdiction thereof.

#### **20. LICENSED SITE PROFESSIONAL SERVICES.**

STONEHILL may require one of its employees or professional subcontractors to act as a Licensed Site Professional ("LSP") in Massachusetts [Massachusetts Contingency Plan (310 CMR 40.0000)], rendering opinions regarding assessment and remediation of a site. The Client acknowledges that any such opinions reflect the LSP's independent professional judgment, and the LSP must determine which investigations, tests or other services are appropriate to establish a basis for such opinions. If the LSP calls for additional services and STONEHILL and the Client are unable to reach an agreement as to under which such services will be performed, STONEHILL reserves the right to terminate Services upon twenty (20) days written notice. In this event, the Client will pay STONEHILL for all Services and expenses accrued until termination date.

The Client acknowledges that the LSP, other professionals, and the Massachusetts Department of Environmental Protection (MA DEP) may have legitimate differences of opinion on aspects of assessment or remediation and the MA DEP may require additional services. Such differences of opinion will not be interpreted to imply that the Services were not performed competently and in accordance with the standard of care set forth in these Terms and Conditions. The Client further recognizes that the MA DEP may at any time audit all or part of the LSP's services or the related assessment or remediation, and that such an audit does not indicate that Services were deficient or failed to meet the applicable standard of care. STONEHILL will be entitled to additional compensation (in accordance with its regular and customary fees) for any time and expenses incurred in responding to any MA DEP audit.

If a difference of opinion with the MA DEP arises and has the potential to materially impact the Services performed by STONEHILL, STONEHILL and the Client will enter into good faith negotiations to reach an agreement for any additional services that are mutually agreed upon by the Parties. If the Parties fail to reach an agreement within thirty (30) days, either Party may immediately terminate the any further obligations under the Proposal.

#### **21. INDEPENDENT CONTRACTOR.**

STONEHILL will perform all services hereunder as an independent contractor. STONEHILL, its employees, agents, or subcontractors, are not employees or agents of Client, and neither STONEHILL or Client will hold themselves out as, nor claim to be, officers or employees of each other and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other party including, but not limited to, worker's

compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

## **22. FORCE MAJEURE.**

STONEHILL will not be liable to Client for delays in performing the Services or for direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control of STONEHILL.

## **23. MODIFICATIONS AND ASSIGNMENT.**

Any modification to the proposal or these Terms and Conditions must be in writing signed by both Parties. Neither party may assign any aspect of the Proposal or Terms and Conditions except upon written consent of the other party.

## **24. WAIVER; SURVIVAL.**

No delay or omission by a party in exercising any right under these Terms and Conditions will operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. Any failure to enforce any provision of these Terms and Conditions and any proposal is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of these Terms and Conditions by their nature are intended to survive any expiration of the Proposal and will continue in full force and effect after its expiration.

## **25. NOTICES.**

All notices to be given will be sent to the respective party to be notified at the address or fax number set out in the Proposal and will be deemed effective when actually received or, if sent by fax, upon receipt of any automatic answer-back or other similar acknowledgment of receipt thereof.

## **26. TERMINATION.**

Either party may terminate the Proposal upon thirty (30) days written notice to the other party. Should Client terminate the Proposal, Client shall pay STONEHILL for its actual fees, expenses and costs that to that date of such have been generated, incurred, expended or committed in furtherance of the Services and the reasonable costs associated with termination, including demobilization.

If the proposal is terminated by Client as set forth above or is terminated by STONEHILL due to a breach of the terms herein by the Client, STONEHILL may, upon notice to the Client, enter the Site and remove all equipment, tools, improvements, installations and fixtures owned by STONEHILL, including but not limited to any testing wells or remediation equipment installed by STONEHILL, and may restore open areas and cap or fill wells and trenches to level grade. The costs for such close out work by STONEHILL shall be charged to and payable by Client as an additional termination expense.

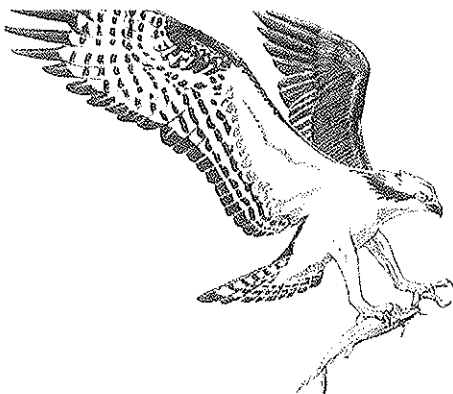
## **27. ENTIRE AGREEMENT.**

The Client's signature to the proposal represents the Client's acceptance of the proposal and these Terms and Conditions, which constitute the entire understanding and supersede any prior or subsequent communications, representations or agreements of the parties, whether oral or written, including the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, acknowledgment form, or other document forwarded by the Client to STONEHILL, to which, notice of objection is hereby given.

## **28. BINDING ARBITRATION.**

If any controversy or claim arises out of or relating to the Agreement, or breach thereof, the parties shall attempt to resolve this dispute through good faith negotiation. If this dispute cannot be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This provision shall not apply to any controversy or claim arising from non-payment of invoices where the amount in controversy is at or below the jurisdictional level for Small Claims proceedings under applicable state law.





# StoneHill

Environmental  
a subsidiary of CEA

600 State Street, Suite 2  
Portsmouth, NH 03801  
tel 603-433-1935  
fax 603-433-1942

## Work Scope Authorization

**Date:** October 30, 2019

**StoneHill Project No.:** 14038

**Client/Contact:** Town of Raymond  
4 Epping Road  
Raymond, NH 03077

**Project Name:** Former Regis Tannery

**Project Description:** Shallow surface soil and surface water sampling for PFAS

**Scope of Work Description/Tasks**

1. **Initial Site Visit/Dig Safe:** Site meeting with Town officials to identify sampling locations and obtain dig safe clearance tickets for soil sampling locations- **\$500**
2. **Soil and Surface Water Sampling:** Within one 8-hour day, sample 3 surface water samples from the Lamprey River using disposable polyethylene bailers, and collect up to 6 shallow surface soil samples from Lot 43 and other Town-owned properties. Assume 3 soil samples from Lot 43 and 3 samples from other Town properties. The depth of soil samples will be within the top 3 or 4 inches. Soil sampling will be completed using a spade or equivalent to cut a square in the ground and then collect a sample of soil by hand in the center of the square using nitrile gloves. Soil in contact with the spade will not be collected. The sampling will be completed to minimize cross contamination.- **\$1,550**
3. **PFAS Analysis:** 3 surface water samples and 6 surface soil samples. NHDES recommended QA/QC includes a field blank and equipment blanks. 1 field blank and 1 equipment blank is included in cost estimate - **\$3,200**
4. **Reporting:** A letter report will be prepared to summarize PFAS results. The report will include analytical tables, maps showing sample locations, and the laboratory report. - **\$1,250**

**Total Cost Estimate = \$6,500**

**Terms:** Services will be provided in accordance with the attached StoneHill Standard Terms & Conditions.

**StoneHill Contact:** Chad Tomforde – Principal Geologist

**AUTHORIZATION OF WORK SCOPE AND ACCEPTANCE OF TERMS**

This Work Scope can be authorized by returning a signed copy of this agreement to StoneHill.

ACCEPTANCE: I accept the terms of this Work Scope Authorization:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Date

## TERMS & CONDITIONS

The following terms and conditions, together with any additional terms set forth in the Proposal (collectively, the "Terms and Conditions") apply to the provision of all services referenced in the Proposal by StoneHill Environmental (a subsidiary of Corporate Environmental Advisors), its employees, representatives, agents and subcontractors ("STONEHILL") to the Client ("Services"). The Proposal may be accepted only on the exact terms set forth in these Terms and Conditions, and no other agreement that modifies any of these Terms and Conditions shall be accepted or be binding upon STONEHILL unless accepted by STONEHILL in writing. These Terms and Conditions shall control all non-emergency Services performed by STONEHILL for the Client, including but not limited to services described in the Proposal, as amended by any oral or written agreement, and additional services performed on this or any other non-emergency project performed by STONEHILL for the Client.

### **1. SERVICES.**

Client shall order the Services by executing the Proposal. In lieu thereof, or in addition thereto, STONEHILL may, in its sole discretion, accept Client's proposal (which, for the purposes of these terms and conditions shall become the "Proposal" as defined herein) provided such Proposal incorporates all applicable terms and conditions of these Terms and Conditions. Client hereby agrees that such proposal will be deemed to be subject to all applicable fees, charges and supplemental terms and conditions of an appropriately completed Proposal. Client acknowledges and agrees that unless expressly agreed to in writing by STONEHILL, no additional or different terms and conditions appearing on the face or reverse of any purchase order shall be binding upon STONEHILL. Acknowledgement or acceptance by STONEHILL of a purchase order shall not constitute acceptance of any such additional or different terms and conditions. STONEHILL shall provide the Client with the Services as described in the proposal with respect to the property identified (the "Site") therein and under these Terms and Conditions. STONEHILL's Services will be performed on behalf of and solely for the use of the Client and for the purposes set forth in the proposal. The Client acknowledges that STONEHILL's Services will result in professional decisions by STONEHILL that are based upon judgments drawn from data limited by the scope of the proposal, information provided to STONEHILL by the Client, and any expansion, modification or change to the proposal by the Client, rather than upon scientific certainties. The Client, in accepting STONEHILL's Proposal, acknowledges the inherent risks to the Client, its property and the Site associated with the Services and with underground work in general. Unless otherwise specified, Services will be performed by STONEHILL or a designated subcontractor selected by STONEHILL in its sole discretion.

### **2. STANDARD OF CARE AND WARRANTY.**

STONEHILL's Services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time in the same locale and under like circumstances. The Client agrees that the Services will be rendered without any other warranty, expressed or implied, and that any statements, data or information furnished to Client in connection with the Services shall not be construed as additional representations and/or warranties of STONEHILL, its directors, officers, employees, or affiliates.

The Client acknowledges that the Services may involve the use of tests, calculations, analysis and procedures that are in a constant state of change and refinement and that changes in STONEHILL's methods and procedures may be required at any time by STONEHILL during performance of the Services. The Client further acknowledges that the state of practice, including a practice relating to identification of contamination by way of oil, hazardous wastes, materials or substances or other pollutants, as defined by federal, state or local law (collectively, the "Hazardous Materials") is subject to change and that any standards existing at commencement of Services may be changed, altered or modified requiring STONEHILL to change its Services.

If a change in legal, regulatory or other applicable law makes the provision of the Services by STONEHILL illegal or impracticable at the rates specified in the proposal, STONEHILL will have the right to immediately terminate the Proposal and any Services hereunder. If such a change requires STONEHILL to modify its Services, STONEHILL will notify Client and the parties will work in good faith to amend the Proposal or enter into a new proposal as needed; provided, however, that if the parties are unable to agree upon new terms within sixty (60) days, either party may terminate the Proposal.



### **3. ACCURACY OF TEST BORINGS AND MONITORING WELLS.**

If STONEHILL conducts test borings or establishes monitoring wells, the Client acknowledges that the accuracy of such test borings and wells relate only to the specific location of the boring or the well, and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance and that greater accuracy may be obtained when the number of test borings and monitoring wells is increased.

### **4. CHANGE ORDERS.**

Changes in the Services may be accomplished after execution of the Proposal, and without invalidating the Proposal by a change order or additional proposal agreed upon in writing by the parties. STONEHILL will notify Client of any material change in its obligations under the Proposal, and upon Client's receipt of such notice, the parties will use reasonable efforts to enter into a written change order or new proposal and agree upon a reasonable fee for the additional services. Notwithstanding anything to the contrary herein, STONEHILL shall be entitled to charge Client its reasonable and customary fee for any services STONEHILL performs at Client's direction or request or that STONEHILL is required to perform because of any act or omission of Client.

### **5. PAYMENT AND SECURITY INTEREST.**

The Client will pay STONEHILL for Services performed in accordance with the rates and charges set forth in the Proposal. All invoices will be paid within thirty (30) days after the date stated on the invoice. Invoice balances remaining unpaid for thirty (30) days will bear interest from the invoice date at a rate of 1.5% of any unpaid balance per month or at the maximum rate permitted by law. If STONEHILL does not receive payment within such thirty (30) day period, STONEHILL may, at any time, and without waiving any of the rights or claims against the Client and without incurring any liability to the Client, elect to terminate or suspend performance of all Services under the Proposal, including the services of any LSP employed by STONEHILL (as defined below) in accordance with Section 26 of this Agreement. In addition, STONEHILL may apply any credits that may be due to Client to any outstanding balance. If the Services are paid for by insurance, Client agrees that it is responsible for the balance, and that it will pay STONEHILL for any amounts that exceed such insurance coverage. The Client further agrees to reimburse STONEHILL for any costs and expenses of collection, including reasonable attorney fees and costs, whether or not suit is actually commenced. If Client has a good faith dispute regarding payment for a particular Service (or part thereof), such dispute shall not entitle Client to withhold payment for any other Service (or part thereof) performed by STONEHILL. All of STONEHILL's rights hereunder shall be cumulative.

### **6. CLIENT RESPONSIBILITIES.**

Prior to commencement of the Services, STONEHILL may request in writing that the Client provide reasonable evidence that the Client has made financial arrangements to fulfill the Client's obligations under the Proposal. Thereafter, STONEHILL may request such evidence if (1) the Client fails to make payment to STONEHILL as required in the Proposal or Terms and Conditions; (2) a change in the Services materially changes the charges set forth in the Proposal; or (3) STONEHILL identifies to Client a reasonable concern regarding Client's ability to make payment when due. The Client will furnish such evidence as a condition precedent to commencement or continuation of the Services affected by a material change. After the Client furnishes the evidence, Client will not materially vary such financial arrangements without prior notice to STONEHILL.

The Client grants to or warrants to STONEHILL that STONEHILL will have prompt and unencumbered access to the Site and that Client has obtained in advance of the Services (i) the right and authority for STONEHILL to enter the property and Site; and (ii) any and all licenses, permits, and other approvals necessary for STONEHILL to perform the Services. In addition, Client will be responsible, at its own expense, for preparing the Site in accordance with STONEHILL's instructions. Notwithstanding anything to the contrary herein, STONEHILL will have no obligation to perform Services if Client fails to perform any obligation under this Section 6.

### **7. SUBSURFACE EXPLORATIONS.**

The Client recognizes that common exploration methods used for investigations, such as drilling, boring, or excavating trenches, involved inherent risk to the Site and adjoining properties. The Client will furnish surveys describing physical characteristics, legal limitations and utility locations for the Site, and a legal description of the Site with reasonable promptness prior to commencement of the Services. STONEHILL is entitled to rely on the

accuracy of information furnished by the Client but will take proper precautions relating to the safe performance of the Services. The Client represents and warrants the completeness and accuracy of information furnished to STONEHILL and acknowledges that STONEHILL is relying upon such information without verification by STONEHILL of its completeness or accuracy. If STONEHILL determines in its sole discretion that that such information may be inaccurate or incomplete, STONEHILL may suspend or delay the Services until Client obtains such verification to STONEHILL's satisfaction. STONEHILL will not be responsible to the Client or any third party for any loss caused by damage to any subsurface structure, including but not limited to any pipe, tank, cable or any other element or condition, whether manmade or naturally occurring, whether pre-existing or not, which STONEHILL was not made aware by Client prior to commencement of the Services.

#### **8. OTHER CONTRACTORS.**

STONEHILL will not be responsible for any services provided by any third party contractors not hired by STONEHILL, whether such services are performed prior to, in coordination with, or contemporaneously with STONEHILL's Services, and whether such third party is recommended by STONEHILL or not.

#### **9. DOCUMENTS.**

All reports, design drawings, field data and notes, laboratory test data, calculations, estimates, and other documents STONEHILL prepares in the course of its performance of any Service for Client shall remain STONEHILL's property. The Client agrees that STONEHILL's Services are on behalf of and for the exclusive use of the Client and that all reports and other documents furnished to the Client or its agents will be utilized solely for the project covered by the Proposal. STONEHILL will retain pertinent records relating to the Services performed for a period of five (5) years following submission of the final reports for the project covered by the Proposal.

#### **10. CONCEALED OR UNKNOWN CONDITIONS.**

If STONEHILL encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those contemplated in the Proposal or (2) unknown physical conditions or an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in the Services provided for in the Proposal, STONEHILL will promptly provide notice to Client and in no event later than twenty (20) days after first observance of the conditions. If STONEHILL determines in its reasonable judgment that such conditions differ materially and cause an increase in STONEHILL's cost of, or time required for, performance of any part of the Services, STONEHILL will recommend an equitable adjustment in the Proposal amount, proposal time or both. If the parties are unable to agree upon an equitable adjustment within thirty (30) days, the proposal may be terminated by either party upon notice.

#### **11. HAZARDOUS MATERIALS.**

If Hazardous Materials are discovered during STONEHILL's work that were not included in the Proposal, STONEHILL will immediately suspend its performance of the Services and notify the Client. Upon receipt of such notice, the parties will take reasonable steps to make an equitable adjustment to the Proposal amount, or to terminate the Proposal and enter into a new proposal that includes Hazardous Materials services. If a new proposal is not agreed upon within thirty (30) days of such notice by STONEHILL, STONEHILL may terminate the Proposal and Client agrees to pay STONEHILL for all Services rendered to the date of termination, including any costs associated with termination, whether or not STONEHILL has completed the Services under the Proposal.

#### **12. CONFIDENTIAL INFORMATION.**

STONEHILL will not knowingly disclose any information furnished by the Client to STONEHILL in connection with the Site and designated by the Client in writing as confidential, except (a) to STONEHILL employees, agents or subcontractors with a need to know such information; (b) to the Client; (c) to parties designated by the Client; or (d) as otherwise required by law. Information previously known to STONEHILL without an obligation of confidentiality, that is in the public domain, or that is provided to STONEHILL by third parties is excluded from the foregoing. Client agrees not to disclose the contents of the Proposal, including any rates, to any third party, without STONEHILL's written consent, or except as required by law.

#### **13. PUBLIC RESPONSIBILITY.**

The Client acknowledges that the Client or the owner of the Site, as the case may be, is in control of the site for all purposes at all times. The Client agrees that it will timely notify each appropriate federal, state and local public entity as required by law, of the existence of any condition at the Site, including, but not limited to, the release or threat of release of Hazardous Materials or substances which may require reporting under federal, state or local environmental laws, regulations, ordinances or by-laws. STONEHILL assumes no liability for, and does not undertake to report to any federal, state or local agencies, any such information, provided that STONEHILL will report such information as required by law. STONEHILL will have no liability or responsibility to the Client or any third parties for reports or disclosures made in accordance with any legal or regulatory requirement it determines in good faith it is required to follow. The Client will defend, indemnify and hold STONEHILL harmless from and against any and all claims, demands and liabilities and expenses, including reasonable attorney fees and costs, incurred by STONEHILL and arising directly or indirectly in connection with STONEHILL's reporting or disclosing of such information under a good faith belief that such reporting or disclosure is required by law.

#### **14. INSURANCE.**

STONEHILL will maintain workers' compensation insurance for its employees in accordance with the requirements of the laws of the Commonwealth of Massachusetts and will also maintain employers' liability insurance and comprehensive general liability insurance. STONEHILL will furnish certificates of insurance to this effect upon the Client's request.

#### **15. INDEMNIFICATION.**

The Client will defend, indemnify and hold harmless STONEHILL, its officers, directors, agents, representatives and employees from any and all claims, demands, causes of action, losses or damages, including expenses of defense, arising out of or in any manner connected with or related to the performance of the Services, including but not limited to claims, demands, causes of action, losses or damages arising in connection with: (a) Hazardous Materials discovered at the Site; (b) bodily injury, property damage, disease or death or any other claim of damage, expense or loss caused by the release, removal, remediation, assessment, evaluation, transfer or investigation of Hazardous Materials; (c) removal, assessment, containment, evaluation or investigation of the release or suspected release of Hazardous Materials; (d) any federal, state or local governmental fines or penalties related to the release of Hazardous Materials, except where such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of STONEHILL; (e) Client's use, evaluation, or application of any report, data or results provided by STONEHILL; and (f) any loss or liability arising out of Client's sole negligence or willful misconduct.

If without the negligence on the part of STONEHILL, STONEHILL is held liable by a governmental agency for the cost of remediation of a Hazardous Material or substance solely by reason of performing the Services as required by the Proposal, the Client will indemnify STONEHILL for all cost and expense thereby incurred.

#### **16. LIMITATION OF PROFESSIONAL LIABILITY.**

STONEHILL liability for any claim, action or loss arising out of the Proposal will not exceed an aggregate amount of \$50,000, or STONEHILL's fee for the work actually completed under the Proposal in the twelve (12) month period immediately preceding the claim, whichever is greater. The Client further agrees that the Client will bring no claim against STONEHILL or its agents, directors, officers, employees and subcontractors later than one (1) year after completion of any services rendered by STONEHILL. Under no circumstances will STONEHILL be liable to the Client for any special, incidental or consequential damages, of any kind, including but not limited to, any damages with respect to loss of income, loss of use, loss of compensation or profit or claims for delay, impact or disruption, or loss with respect to business reputation, or good will by the Client or any third party.

#### **17. RETENTION AND DISPOSAL OF MATERIALS.**

If the Services include excavation, drilling, boring or other subsurface operations, any soil, rock and/or other non-hazardous samples obtained from the Site will remain the property of the Client. STONEHILL will store and maintain all non-hazardous samples for sixty (60) days after the completion of the Services. After this time, STONEHILL will return or dispose of any such samples at Client's expense. If STONEHILL determines that the samples contain or may contain any Hazardous Materials, Client agrees to assume immediate responsibility any such Hazardous Material samples and will assume sole responsibility for the transfer, storage or disposal of any such samples in accordance with all applicable laws and regulations. If STONEHILL is required to transfer, store or destroy any such suspected or actual Hazardous Materials, the cost will be an additional cost for the Client and will be promptly paid by the Client upon invoice by STONEHILL.

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If any provision of the Proposal or these Terms and Conditions is found to be invalid, then the Proposal or these Terms and Conditions will be deemed to have been terminated only as to that portion thereof which directly relates to the provision(s) invalidated, but the Proposal and/or Terms and Conditions, in all other respects will remain in full force and effect.

#### **19. GOVERNING LAW.**

The validity and construction of the Proposal and these Terms and Conditions will be governed by the laws of the Commonwealth of Massachusetts. In the event of any dispute relating to or concerning the Terms and Conditions, the parties hereto will submit exclusively to the jurisdiction of any court of competent jurisdiction sitting in Worcester, Massachusetts, and will comply with all requirements necessary to give such court exclusive jurisdiction thereof.

#### **20. LICENSED SITE PROFESSIONAL SERVICES.**

STONEHILL may require one of its employees or professional subcontractors to act as a Licensed Site Professional ("LSP") in Massachusetts [Massachusetts Contingency Plan (310 CMR 40.0000)], rendering opinions regarding assessment and remediation of a site. The Client acknowledges that any such opinions reflect the LSP's independent professional judgment, and the LSP must determine which investigations, tests or other services are appropriate to establish a basis for such opinions. If the LSP calls for additional services and STONEHILL and the Client are unable to reach an agreement as to under which such services will be performed, STONEHILL reserves the right to terminate Services upon twenty (20) days written notice. In this event, the Client will pay STONEHILL for all Services and expenses accrued until termination date.

The Client acknowledges that the LSP, other professionals, and the Massachusetts Department of Environmental Protection (MA DEP) may have legitimate differences of opinion on aspects of assessment or remediation and the MA DEP may require additional services. Such differences of opinion will not be interpreted to imply that the Services were not performed competently and in accordance with the standard of care set forth in these Terms and Conditions. The Client further recognizes that the MA DEP may at any time audit all or part of the LSP's services or the related assessment or remediation, and that such an audit does not indicate that Services were deficient or failed to meet the applicable standard of care. STONEHILL will be entitled to additional compensation (in accordance with its regular and customary fees) for any time and expenses incurred in responding to any MA DEP audit.

If a difference of opinion with the MA DEP arises and has the potential to materially impact the Services performed by STONEHILL, STONEHILL and the Client will enter into good faith negotiations to reach an agreement for any additional services that are mutually agreed upon by the Parties. If the Parties fail to reach an agreement within thirty (30) days, either Party may immediately terminate the any further obligations under the Proposal.

#### **21. INDEPENDENT CONTRACTOR.**

STONEHILL will perform all services hereunder as an independent contractor. STONEHILL, its employees, agents, or subcontractors, are not employees or agents of Client, and neither STONEHILL or Client will hold themselves out as, nor claim to be, officers or employees of each other and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other party including, but not limited to, worker's

compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

## **22. FORCE MAJEURE.**

STONEHILL will not be liable to Client for delays in performing the Services or for direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control of STONEHILL.

## **23. MODIFICATIONS AND ASSIGNMENT.**

Any modification to the proposal or these Terms and Conditions must be in writing signed by both Parties. Neither party may assign any aspect of the Proposal or Terms and Conditions except upon written consent of the other party.

## **24. WAIVER; SURVIVAL.**

No delay or omission by a party in exercising any right under these Terms and Conditions will operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. Any failure to enforce any provision of these Terms and Conditions and any proposal is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of these Terms and Conditions by their nature are intended to survive any expiration of the Proposal and will continue in full force and effect after its expiration.

## **25. NOTICES.**

All notices to be given will be sent to the respective party to be notified at the address or fax number set out in the Proposal and will be deemed effective when actually received or, if sent by fax, upon receipt of any automatic answer-back or other similar acknowledgment of receipt thereof.

## **26. TERMINATION.**

Either party may terminate the Proposal upon thirty (30) days written notice to the other party. Should Client terminate the Proposal, Client shall pay STONEHILL for its actual fees, expenses and costs that to that date of such have been generated, incurred, expended or committed in furtherance of the Services and the reasonable costs associated with termination, including demobilization.

If the proposal is terminated by Client as set forth above or is terminated by STONEHILL due to a breach of the terms herein by the Client, STONEHILL may, upon notice to the Client, enter the Site and remove all equipment, tools, improvements, installations and fixtures owned by STONEHILL, including but not limited to any testing wells or remediation equipment installed by STONEHILL, and may restore open areas and cap or fill wells and trenches to level grade. The costs for such close out work by STONEHILL shall be charged to and payable by Client as an additional termination expense.

## **27. ENTIRE AGREEMENT.**

The Client's signature to the proposal represents the Client's acceptance of the proposal and these Terms and Conditions, which constitute the entire understanding and supersede any prior or subsequent communications, representations or agreements of the parties, whether oral or written, including the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, acknowledgment form, or other document forwarded by the Client to STONEHILL, to which, notice of objection is hereby given.

## **28. BINDING ARBITRATION.**

If any controversy or claim arises out of or relating to the Agreement, or breach thereof, the parties shall attempt to resolve this dispute through good faith negotiation. If this dispute cannot be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This provision shall not apply to any controversy or claim arising from non-payment of invoices where the amount in controversy is at or below the jurisdictional level for Small Claims proceedings under applicable state law.



**Emergency Management Performance Grant  
Local Emergency Operations Plan (LEOP)**

**Date: 12/16/2019**

The Select Board, in a majority vote, accepted the terms of the **Emergency Management Performance Grant** as presented in the amount of \$5,000.00 to update the Local Emergency Operations Plan (LEOP). Furthermore, the Board of Selectmen acknowledge that the total costs of this project will be \$10,000, in which the town will be responsible for a 50% match (\$5,000.00).

George Plante – Chair \_\_\_\_\_

D. Scott Campbell – Vice Chair \_\_\_\_\_

John S. Barnes, Jr. – Selectman \_\_\_\_\_

Christopher Long – Selectman \_\_\_\_\_

Kathleen Hoelzel – Selectman \_\_\_\_\_

*Signatures were notarized on the agreement December 16, 2019*



New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

**Emergency Management Performance Grant (EMPG)**

Applicant: Town of Raymond

Grant Amount: \$5,000.00

Project: LEOP Update

**All steps below are required to be completed in their entirety.**

**If any items are not completed properly, the Grant Agreement will not be processed.**

Complete and return this checklist and all Grant Agreement documents by December 26, 2019 to:  
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305

**Grant Agreement**

**Grantee signors complete the following:**

- ☐ Block 1.11 – Subrecipient Signatures  
Have a majority of the Select Board or City Council sign in blocks 1.11
- ☐ Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- ☐ Initial and date each page of the Grant Agreement
- ☐ Initial and date Exhibit A, B and C.

**Notary Public or Justice of the Peace complete the following:**

- ☐ Block 1.13 – Fill in County and Date
- ☐ Block 1.13.1 – Signature of Notary Public or Justice of the Peace, with seal.
- ☐ Block 1.13.2 – Name and Title of Notary Public or Justice of the Peace, with expiration date

**Additional Required Documents**

- ☐ Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the community/agency's GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state the community/agency is accepting the grant agreement terms as presented. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- ☐ What the grant is for
- ☐ Total project cost
- ☐ Amount of local match (50%)





# State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner  
Richard C. Bailey, Jr., Assistant Commissioner  
Perry E. Plummer, Assistant Commissioner



## Homeland Security and Emergency Management

Jennifer L. Harper, Director  
Kevin P. LaChapelle, Assistant Director

November 25, 2019

Paul Hammond, Fire Chief  
Raymond Emergency Management  
1 Scribner Road  
Raymond NH 03077

Dear Chief Hammond:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on November 1, 2019 for the LEOP Update Project.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.  
DO NOT PURCHASE OR INSTALL ANYTHING  
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Senior Field Representative, Alex Marinaccio.

Thank you for your interest in the EMPG Program!

Sincerely,

Olivia Bourque  
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Alex Marinaccio, Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2964

### **Guidance for Meeting Minutes**

***Please use language similar to this when documenting meeting minutes accepting the grant***

*"The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$5,000.00 to update the Local Emergency Operations Plan (LEOP). Furthermore, the Board acknowledges that the total cost of this project will be \$10,000.00, in which the town will be responsible for a 50% match (\$5,000.00)."*

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *"(name and/or title/position) is authorized to sign all documents related to the grant"*. Refer to the Certificate of Authority for additional guidance.

**As a reminder, please have the signor(s) and notary/justice of the peace sign and date the Grant Agreement the same date.**

# GRANT AGREEMENT

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

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Raymond (VC#177464-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-895-7010 4 Epping Street, Raymond, NH 03077	
<b>1.5 Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> September 30, 2020	<b>1.8. Grant Limitation</b> \$5,000.00
<b>1.9. Grant Officer for State Agency</b> Olivia Bourque, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> _____ (Commission Expiration) _____			
<b>1.14. State Agency Signature(s)</b> By: _____ On: _____ / _____ / _____		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: _____ / _____ / _____			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: _____ / _____ / _____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

#### EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

#### TERMINATION.

12. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

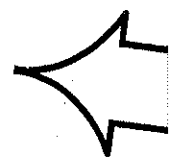
12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

3.) \_\_\_\_\_ Date: \_\_\_\_\_

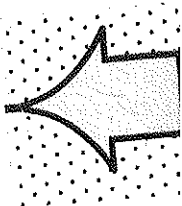


- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he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

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

3.) \_\_\_\_\_

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



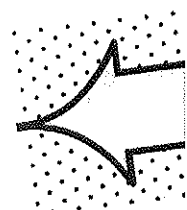
## EXHIBIT A

### Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Raymond (hereinafter referred to as "the Subrecipient") \$5,000.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

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



## **EXHIBIT B**

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

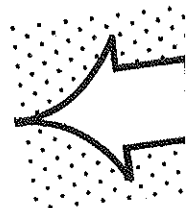
	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$5,000.00	\$5,000.00	\$10,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2018-EP-00007-A03			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 078700949			

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$5,000.00.
- b. "The State" shall reimburse up to \$5,000.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon State Business Office Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2017, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

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



## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" will be required to provide the completed plan electronically (via email, CD or thumb drive) to the EMPG Program Manager at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

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

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

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





## Area Chiefs' Breakfasts

0900 hrs on the 4th Wednesday of the month

	Hosting Department	Email Address
<b>December 2019</b>	<b>CHRISTMAS DAY</b>	
<b>January 22, 2020</b>	Northwood	<a href="mailto:mtetreault@town.northwood.nh.us">mtetreault@town.northwood.nh.us</a> Mark Tetreault
<b>February 26</b>	Kingston	<a href="mailto:firechief@kingstonnh.org">firechief@kingstonnh.org</a> Graham Pellerin
<b>March 25</b>	Hampton Falls	<a href="mailto:chief@hffd.org">chief@hffd.org</a> Jay Lord
<b>April 22</b>	Chester	<a href="mailto:gbolduc@chesternhfd.com">gbolduc@chesternhfd.com</a> Greg Bolduc
<b>May 27</b>	Kennsington	<a href="mailto:24chief1@comcast.net">24chief1@comcast.net</a> Jon True
<b>June 24</b>	McGregor EMS @ Sunny's Restaurant 250 Calef Hwy, Lee	<a href="mailto:clemelin@mcgregorems.org">clemelin@mcgregorems.org</a> Chris Lemelin
<b>July 22</b>	Northwood	<a href="mailto:mtetreault@town.northwood.nh.us">mtetreault@town.northwood.nh.us</a> Mark Tetreault
<b>August 26</b>	Danville	<a href="mailto:Danville13c1@aol.com">Danville13c1@aol.com</a> Steve Witkun
<b>September 23</b>	Chester	<a href="mailto:gbolduc@chesternhfd.com">gbolduc@chesternhfd.com</a> Greg Bolduc
<b>October 28</b>	Nottingham	<a href="mailto:Nottinghamc1@comcast.net">Nottinghamc1@comcast.net</a> Jaye Vilchok
<b>November 25</b>	Brentwood	<a href="mailto:jbird@brentwoodnh.gov">jbird@brentwoodnh.gov</a> Joe Bird
<b>December 23 2020</b>	Epping	<a href="mailto:eppingfd@comcast.net">eppingfd@comcast.net</a> Don DeAngelis

Prepared for: Paul Hammond

Town of Raymond

Prepared by: Jeff Harsin

12/02/2019

Grappone Ford | 530 Route 3A Bow New Hampshire | 6033043104

2020 Expedition 4dr 4x4 XL (U1G)

Price Level: 15



Paul Hammond, Town of Raymond

4 Epping St

Raymond, NH 03077

Email: phammond@raymondnh.gov

Re: Vehicle Proposal 12/02/2019

Hi Paul,

Quote for 2020 Ford Expedition XL 4x4 with the SSV pkg. I have attached a vehicle profile for you to review and I used the current State/Government price concession from Ford Motor Co. to arrive at the price. Quote includes remote starter to be installed by the dealer. Let me know if you have any questions. Thank you.

Quote Price: \$38,715

Sincerely

Jeff Harsin

Fleet Mgr

603-226-8010

jharsin@grappone.com

38,715  
lights, Radio, etc 6,500  
\$45,215<sup>00</sup>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See dealer for the most current information.



Transition light.  
5.1MM Radio etc.  
6500<sup>00</sup>

~~XXXXXXXXXX~~



Prepared by: Jeff Harsin

12/02/2019

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2020 Expedition 4dr 4x4 XL (U1G)

Price Level: 15

*"Regular Length"*

## As Configured Vehicle

Code	Description	MSRP
<b>Base Vehicle</b>		
U1G	Base Vehicle Price (U1G)	\$51,990.00
<b>Packages</b>		
102A	<b>Equipment Group 102A SSV</b> <i>includes:</i> - <del>Engine:</del> 3.5L EcoBoost V6 <i>includes auto start-stop technology</i> - Transmission: 10-Speed Automatic w/SelectShift - Electronic Limited Slip w/3.73 Axle Ratio - GVWR: 7,450 lbs - Tires: P265/70R17 AT OWL - Wheels: 17" Steel - Cloth Front Captain's Chairs - 2-passenger seating. Includes 8-way power driver seat with manual recline and power lumbar and 2-way manual passenger seat. - Radio: AM/FM Stereo w/MP3 Capable - Includes speed-compensated volume and 6 speakers - SYNC Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppleLink and (1) smart charging USB port in media hub - Column Shifter - Vinyl Floor Covering - Vinyl 2nd Row Seating - Side Plates - Includes first tank underbody protection - Center Console Delete - Delete's storage and storage bin with lid - Running Board Delete	-\$2,080.00
<b>Powertrain</b>		
99T	<b>Engine: 3.5L EcoBoost V6</b> <i>includes auto start-stop technology</i>	Included
44U	<b>Transmission: 10-Speed Automatic w/SelectShift</b>	Included
X3L	<b>Electronic Limited Slip w/3.73 Axle Ratio</b>	Included
STDGV	<b>GVWR: 7,450 lbs</b>	Included
<b>Wheels &amp; Tires</b>		
NONTR	<b>Tires: P265/70R17 AT OWL</b>	Included
NONWL	<b>Wheels: 17" Steel</b>	Included
<b>Seats &amp; Seat Trim</b>		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jeff Harsin

12/02/2019

Grappone Ford | 530 Route 3A Bow New Hampshire | 0330413104

2020 Expedition 4dr 4x4 XL (U1G)

Price Level: 15

## As Configured Vehicle (cont'd)

Code	Description	MSRP
L	Cloth Front Captain's Chairs <i>5-passenger seating. Includes 8-way power driver seat with manual recline and power lumbar and 2-way manual passenger seat.</i>	Included

### Other Options

PAINT	Monotone Paint Application	STD
122WB	122" Wheelbase	STD
STORD	Radio: AM/FM Stereo w/MP3 Capable <i>Includes speed-compensated volume and 6 speakers.</i> <i>Includes SYNC Communications &amp; Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppLink and (1) smart charging USB port in media hub.</i>	Included

### Emissions

425	50 States Emissions System	STD
-----	----------------------------	-----

### Interior Colors

LH_01	Ebony	N/C
-------	-------	-----

### Primary Colors

PQ_02	Race Red	N/C
-------	----------	-----

SUBTOTAL	\$49,910.00
Destination Charge	\$1,395.00
TOTAL	\$51,305.00

Quote Price \$38,715

\* Includes Remote Starter added by dealer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# TOWN OF RAYMOND


## Department of Public Works

TOWN OFFICES

4 Epping Street Raymond, New Hampshire

Office: 603-895-7035 Fax: 603 895-7064

## MEMORANDUM

FROM: Stephen Brewer, Director of Public Works 

TO: The Honorable Board of Selectmen and Joseph S. Ilsley, Town Manager

cc: Jim DeBonis, Buildings Foreman  
Craig Sykes, Highway Superintendent  
Water Giordano, Water Superintendent

DATE: December 12, 2019

SUBJECT: Vehicle and Equipment Purchases

### **Sidewalk Snow Removal Equipment**

To date the clearing of Town sidewalks has relied on hand shoveling, snowblowers and at one point a power broom was rented and tested. The use of heavy duty residential snowblowers have not fared well in the conditions in which they operate. These machines are not performing the typical driveway clearing operation, they are literally moving one long continuous snowbank along the side of the road.

We believe that we have found a piece of equipment that will hold up to the labored conditions in which it will operate and perform well for our crews.

Toro Groundsmaster Polar Trac is a dual-purpose piece of equipment. It is a heavy duty track mounted snowblower with a protective cab in the winter and in the summer with the tracks removed, it becomes a zero turn mower.

Purchase of this piece of equipment will allow:

- Winter maintenance crew to address town sidewalks with greater reliability while increasing personal protection from the elements and passing plow trucks,
- DPW to trailer this equipment to locations with access constraints to address specific snow accumulation issues
- DPW to provide greater access to the cemeteries which are typically closed and,
- Upgrade a zero-turn mower for the Parks allowing for an existing mower to be sold.

This machine was provided to the Town for a day in March of this year. The crews moved the machine through the Epping Street and the downtown sidewalks. The operated the snowblower within the Old Pine Cemetery and at the Safety Complex. This machine was deemed quite suitable for our needs.



Other equipment options have been considered in the past but not acted on due to the high cost or the inability to meet the dimensional constraints of our sidewalks. The pricing of other sidewalk machines by Trackless and Holder start at over \$100,000. They are very robust machines able to take a multitude of attachments but were collectively too expensive.

### **Backhoe Replacement**

The existing Case 590 machine is 22 years old. In 1997 the original purchase price was \$35,000. This price was based on the trade in of a 9 year old John Deere backhoe. Over the last 22 years we have spent \$48,297.44 on routine maintenance and various repairs, including a full rebuild of the machine in 8 years ago at a cost of \$23,600.

On average we spend \$2,195 a year to keep this machine in a reliable state of operation. The Trade In Value of this machine is in the range of \$17,000 to \$19,000.

The replacement of the Highway Division's backhoe has been discussed and carried within the Capital Improvement Plan for many years. Earlier this year the voters approved Warrant Article #19 which allocated \$128,750 for this purchase.

The Fleet and Highway staff have investigated a three separate replacement options and developed a selection evaluation matrix which supports the recommendation to proceed with the 2019 Case 590 machine submitted by Beauregard Equipment of Concord.

The 2019 Case 590 offers all the benefits of the comparable machines along with a superior warranty and a very reputable dealer. A dealer that has provided very reliable service for the Town's Case Front End Loader.

This purchase also includes a broom attachment which will enable us to address work site clean up with greater speed and afford us the option of area roadway clean up treatments that have become more time consuming due to the loss of our street sweepers.

The total cost of this package with the trade in of our existing machine is \$126,836. An amount which is \$1,914 less than the total funds allocated by the Warrant Article.

### **Water Truck**

The Water Division currently operates with two vehicles. The Ford 550 Water Truck which carries all of its hardware, fittings and repair equipment and a retired Police Cruiser which is used by the Superintendent and staff to address day to day activities and respond to calls. This retired Police Cruiser has 120,000 miles on it and in need of numerous repairs. This vehicle has exceeded its useful life and needs to be fully retired and to sustain the operational needs of the Water Division this vehicle must be replaced.

At the conclusion of this year, the Water Division will have a surplus in its operating budget that would allow this direct purchase to occur. We are seeking to acquire a basic work truck. A ½ ton truck with 4 wheel drive to respond to emergencies in winter conditions and in difficult terrain.

We are seeking quotes consistent with the State Bid process for 2020 trucks. The State Bid for these vehicles was recently awarded and is now available.

Efforts to secure a formal Quote from the selected Dodge dealer in Massachusetts have not yet been successful. We expect a response in the coming days. The State Bid price is \$22,305.00

We are also in receipt of one quote from a local NH Ford Dealer (not a State Bid Price) for \$25,382.00



## **Toro Groundsmaster Polar Trac**



# turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082  
Main Office: (800) 245-4355 • FAX: (860) 763-5550

# QUOTE

Prepared For: Brian Arnold  
**TOWN OF RAYMOND**  
PARKS DEPARTMENT  
4 Epping Street  
RAYMOND, NH 3077

Ship To: Town of Raymond GM710 Polar  
Trac 72" Deck 120419  
Quote Number: Q13317  
Quoted Date: **12/04/2019**  
Prepared By: Jeffrey Brooks  
jbrooks@turfproductscorp.com  
603-860-6839

Based On Mass State Contract #FAC88

Qty	Model #	Description	Award	Extended
1	30695	Groundsmaster 7210 No Deck (T4)	\$24,745.17	\$24,745.17
1	30481	72 Inch Side Discharge Deck	\$3,229.52	\$3,229.52
1	31212	Blower Kit, Triple Bagger (72 Inch Decks)	\$1,507.32	\$1,507.32
1	30511	Grammer Seat With Air Ride Suspension And Vinyl Cushion	\$1,222.13	\$1,222.13
1	30382	12V Power Port/Electrical Accessory Kit	\$134.30	\$134.30
1	30671	Universal Sunshade, Red	\$650.96	\$650.96
1	130-8718	Rear Attachment Bracket	\$240.16	\$240.16
1	30675	Polar Trac Kit	\$8,168.60	\$8,168.60
1	900450	Erskine Snowthrower 53"	\$7,000.00	\$7,000.00
1	114-4096	Front Weight Kit (42 Lbs)	\$93.77	\$93.77
1	125-2670	Front Weight Bracket	\$413.67	\$413.67
1	31211	Triple Bagger	\$1,427.53	\$1,427.53
1	30474	Polar Trac Cab	\$9,279.34	\$9,279.34

Toro Total:	\$58,112.47
Non - Toro Total:	\$0.00
Set Up:	\$0.00
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
<b>Total Price:</b>	<b>\$58,112.47</b>

**Note: Extend warranty 3 more years added to the 2 year Factory Warranty.  
Cover 5 years or 3500 hours**

1	TPP60-3500C	TPP-Comprehensive	\$1,459.00	\$1,459.00
---	-------------	-------------------	------------	------------



Count on it.

## GROUNDMASTER 7200/7210

ACCESSORY GUIDE

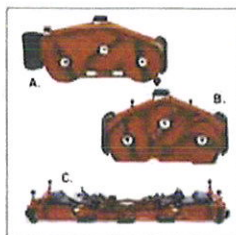
### Groundmaster 7200/7210

The Groundmaster 7200 is a zero turn rotary mower rugged enough to be called a Groundmaster. Engine options are a 24.8 hp or 36.8 hp 3-cylinder, liquid-cooled diesel, both Tier 4 Final Compliant. To maximize your Groundmaster 7200/7210, Toro offers a wide variety of attachments and accessories to deliver superior productivity.



Mowing Deck Options

Front QAS Snow Removal (Polar Trac™ System)



#### A.) 60" & 72" Side Discharge Deck

##### Cutting Deck Accessories, 72" Deck

- Recycler Kit - 30347
- Standard Kit - 105 7247
- Top Matching Kit - 103 5273
- Medium Flow Blade - 110 257 03
- High Flow Blade - 110 3677 03
- Atomic Matching Blade - 110 2674

##### Cutting Deck Accessories, 60" Deck

- Atomic Flow Blade - 110 4781 03
- High Flow Blade - 110 4707 03
- Atomic Matching Blade - 110 4793 03

#### B.) 62" & 72" Guardian® Recycler Deck

##### Cutting Deck Accessories, 72" Deck

- Standard Blade - 103 768 03
- Full Grass Blade Kit - 105 7759

##### Cutting Deck Accessories, 62" Deck

- Standard Blade - 99 5628 03
- Atomic Matching Blade - 107 4774 03
- Full Grass Blade Kit - 105 7759



#### Polar Trac System (required components)

- Polar Trac Frame & Rubber Tracks (32675)
- Polar Trac Cab (33674) includes front work lights, front/rear flashers and turn signals



#### Powered V-Plow M-8 Powered V-Plow

- This 54" (140 cm) implement combines two useful snow attachments: V-plow and angled blade into one.



#### Snowthrower Erskine model 1600

- This is the perfect blizzard buster. The 53 inch (135 cm) wide snowthrower throws snow up to 32' (9.7 m).



#### Fixed V-Plow 30750

- Add year-round versatility with a 43" (109 cm) V-Plow to clear snow from sidewalks & paths.



#### Rotary Broom M-8 model MCT

- The 50 in (127 cm) wide rotary broom sweeps parking areas and walkways of leaves and snow. Operator can hydraulically angle broom 30 degrees left and right.



#### Angled Snow Blade M-8 model Dozer Blade

- Snow Blade that hydraulically angles 0 - 30 degrees left and right.

#### C.) 100" Articulating Deck

- Requires GM773 mower with greater than 3" hp and attachment kit (B) 104
- 115" (291 cm) adjustable in 9.75" (24.8 cm) increments
- Rear Discharge - full width of deck
- Articulates 30 degrees up or down

TIER

2250 E. Erie Blvd. Corvallis,  
OR 97331  
800 333-7777  
www.toromachinery.com

Some restrictions may apply to certain  
models. Please consult your local distributor for details.



## Groundsmaster 7200/7210 Accessories\*

### Rear QAS Infield Grooming Attachments



#### Rear QAS (Quick Attach System) 30810 or 30812

- With the QAS, anyone can switch from one attachment to another in less than a minute, with no tools required.



#### Drag Mat Carrier System 08756

- Use with either steel drag mat (38/57) or cocobag mat (38/58).



#### Triple Bagger Grass Collection System 31211

- Works with 65" (165 cm) or 77" (195 cm) side discharge decks.
- Requires rear attachment brackets (part number: 30 397 or 30 397) and bagger blower kits (37 260) or 37 377).
- Capacity: 13.5 cu ft (385 liters).



#### Air Ride Seat 30511

- For all day operator comfort.



#### Rear Light Kit 30374

- Mounts to ROPS.



#### Finish Grader 08754

- Designed for renovation and construction of turf areas.



#### Nail Drag 08761

- Pivots to follow the contours of uneven field surface.
- Use to scarify, loosen, or weed before smoothing.
- Easily adjust roll pattern and depth.
- Accepts up to a 430 common roll.



#### Universal Sunshade 30349 (White) 30552 (Red)

- Stay cool and productive when mowing with a canopy.

#### Bimini Canvas Shade 30358



#### Jack Stand Kit 30375

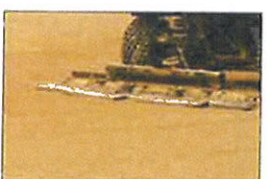
- Raises mower approximately 9" (63.7 cm) to access underside of mower deck for blade change or cleaning.

#### Other Accessories

- Spare pneumatic tires for castor wheels - 30 5426
- Lug tire - 30 547
- 12V Power Port Electrical Accessory - 30382
- Bimini Canvas Shade - 30358
- Front Lock Kit - 30392
- Diesel Fuel Cap (gear) - 30 777

#### Polar Trac® Cab Accessories

- Rotating Beacon Kit - 30 529



#### Tooth Rake 08751

- Raking depth is adjustable to desired play. Combine with Spring Rake for a professional finish.



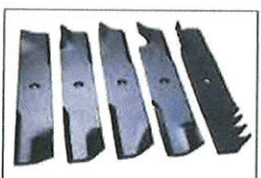
#### Debris Blower 30393

- A high power cyclone blower designed to quickly clear debris from grasses and unwanted areas.

\*Specifications subject to change.  
Please contact your Toro distributor for details. Rev 8/16

### General Accessories

### Parts & Services



#### Parts Kits

- 430 Hour Filter MPP Kits - 30237
- Blade and Belt Kits
- Full Glass Kits



#### myTurf™ Wireless System

- Wireless Receiver
- Base Station
- Repeater
- External Antennas







## **Case 590 Backhoe**

## Equipment Purchase Evaluation Matrix

Highway Division - Heavy Equipment - Backhoe Replacement Purchase

	Beauregard 2019 Case 590 Super N	Nortrax 2019 John Deere 410L	Milton CAT 420 F2IT
<b>Equipment Specifications</b>			
Gross Power	110 hp @ 2200	113 hp @2240	93 hp @ 2200
Turbo charged Yes / No	Yes	Yes	Yes
Cylinders 4 / 6	4	4	4
Fuel: Diesel	Diesel	Diesel	Diesel
Drive	4 wheel	4 wheel	4 wheel
Cab: AC / Heater	Yes / Yes	Yes / Yes	Yes / Yes
Cab: Rear Window	Yes	Yes	Yes
Lifting Capacity	8200	7200	7000
Digging Depth (extended)	14.75 ft (16 ft)	14.1 ft (16 ft)	14.1 ft (16 ft) 17.9
Fuel Capacity	35	41	44
Max Road Speed	24.6	20.6	25
Standard Trenching Bucket	No	Yes	Yes
<b>Optional Equipment Included in Base Price</b>			
Extendable Hoe	Yes	Yes	Yes
Snowblower [ State Bid Only ]	No	No	No
Auxiliary Hydraulics [ Hammer or Thumb ]	Yes	Yes	Yes
Narrow Trenching Bucket	No	No	No
High Capacity Bucket	Yes	Yes	Yes
Grading Bucket	Yes	Yes	Yes
Quick Coupler	Yes	Yes	Yes
Heated Seat	Yes	Yes	Yes
2 speed steering	Yes	No	No
Bluetooth	Yes	Yes	Yes
Delux Cab	Yes	Yes	Yes
Pilot Controls	Yes	Yes	Yes
Computer standard Subscription	Yes for 3 yrs	Yes for 5 yrs	Yes for 3 yrs
Front Counter Weight	Yes	Yes	Yes
Mirror Front and Rear	Yes	Yes	Yes
LED Package	Yes	Yes	No
Thumb	Yes	Yes	Yes
Driveshaft Guard	Yes	Yes	Yes
Broom	Yes	Yes	Yes
Strobe Light Package	Yes	No	Yes
4 in 1 bucket	Yes	Yes	Yes
Tilting Grading Bucket	Yes	Yes	Yes
Ride Control	Yes	Yes	Yes
Air Suspension Seat	Yes	Yes	Yes
Front Fenders	Yes	Yes	Yes
Engine Coolant Heater	Yes	Yes	Yes
Cup Holder left side	Yes	Yes	Yes
Radio	Yes	Yes	Yes
<b>Warranty</b>			
Term	5 years / 7500 hours	5 years / 5000 hours	7 years / 3000 hours
Cost	included in price below	included in price below	included in price below
<b>TRADE IN VALUE APPLIED</b>			
	\$17,000	\$18,000	\$19,000
<b>Final PRICE QUOTED</b> after Trade In	<b>\$126,836</b>	<b>\$126,132</b>	<b>\$131,400</b>
<b>2019 WARRANT ARTICLE 19 FUNDING</b>			
	<b>\$128,750</b>		
	\$1,914		

### COMMENTS:

1. Recommend purchase of the CASE 590 Super N machine.
2. The Case Warranty is a better warranty than the others. Given today's electronic systems in equipment operations, the Warranty becomes an important consideration.
3. We have received superior equipment service from Beauregard Equipment where this machine would be serviced for warranty and other work that cannot be accomplished in house.
4. The Case machine has better visibility from the cab than the others





**CARIBOU**  
323 Sweden St  
Caribou, ME  
207-498-3196

**COLCHESTER**  
28 Jasper Mine Rd  
Colchester, VT  
(802)893-1555

**BANGOR**  
59 Contractor Dr  
Heron, ME  
(207) 848-2050

**CONCORD**  
231 Sheep Davis Road  
Concord, NH  
(603) 225-6621

**SCARBOROUGH**  
14 Gibson Road  
Scarborough, ME  
(207) 885-0600

## Quotation

Date:

11/7/19

To: **Town of Raymond**  
4 EPPING ST  
RAYMOND, NH 03077

Phone **603-895-7044**  
Cell Phone **603-234-2216**  
E-Mail **csykes@raymondnh.gov**

Attn: **Craig Sykes**

County **Rockingham**

Equip: **NEW - CASE 590SN Loader Backhoe**

Spec: 2 Door Cab w/HVAC-Suspension Seat-AM/FM Radio, H Type Transmission, Pilot Controls with Power Lift, Front Loader Hydraulic Quick Coupler, Extend-a-hoe with 30" Bucket and Auxiliary Hydraulics, Hydraulic Bucket Coupler, Flip-over Stabilizer Pads, Ride Control, Front Fenders, Cold Start Dual Batteries - 4 in 1 Loader Bucket with Edges, 48" Hydraulic Tilting Clean up Bucket - Hydraulic Thumb - 8' Hydraulic Angle Broom - Strobe Light Package - 60 Month Extended Warranty

### Options Incl

Purchase Price Includes Equipment Listed Above **\$156,929**

Less CASE CO. Manufacturer Authorized Municipal Discount **(\$13,093)**

**Delivered Cost to Town of Raymond = \$143,836**

1997 CASE 590SL s/n JJG0210596 Trade-in **-\$17,000**

3 Year SiteWatch GPS System to monitor machine functions,  
location and provide service notifications to dealer and  
customer

Sub Total **\$126,836**

No Tax

Total **\$126,836**

### Finance

### Lease

Term \_\_\_\_\_  
Int Rate\* \_\_\_\_\_  
Payoff \_\_\_\_\_  
Down Pay't \_\_\_\_\_  
Payment \_\_\_\_\_

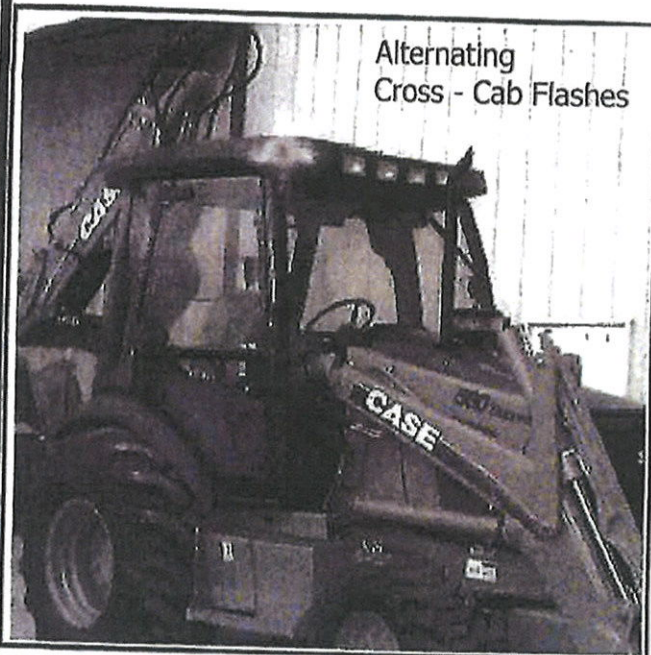
Lease Term \_\_\_\_\_  
Annual Hours \_\_\_\_\_  
Advance Payt \_\_\_\_\_  
☐ RV \_\_\_\_\_  
Payment \_\_\_\_\_

\* Interest Rates quoted are subject to change without notice.

Beauregard Equipment

Customer

# Burlington Installation Corporation



# BIC

## 4 CORNER STROBE FOR CASE 580-590 BACKHOE

### BIC Part #

SI3025 - 4 Corner Strobe	Factory Installed
SF3025 - 4 Corner Strobe	Field Installed

The BIC Four Corner Strobe Light Kit is an excellent safety addition that gives improved visibility in high traffic situations. This is a must have for government bids and machines that are frequently roaded.

The strobe tubes are mounted in each of the turn signal housings making it less vulnerable to damage than conventional roof mounted beacons. The system is powered by a heavy duty 75 watt

### FEATURES

- Available for 580M, 580SM, 590 Cab units
- Strobes mount in existing turn signal housing
- High visibility amber color
- Up to 5 flash patterns including "warp"
- 3 flash speeds from 140 to 700 fpm
- Less vulnerable to damage than roof units
- Does not interfere with turn signal operation
- Better visibility than roof mounted beacons
- Heavy duty 75 watt power supply
- Factory or Field Installation

Visit us at [www.burlingtoninstallation.com](http://www.burlingtoninstallation.com)

### OTHER BIC PRODUCTS-

#### FOR FACTORY OR FIELD INSTALLATION

- Pre-deliveries - Burlington, IA / Wichita, KS
- Auxiliary Hyd. Kits-Single and Dual Direction
- Special 3-15 gpm Circuits for Handheld Attach.
- Boom Guards
- Stabilizer Guards
- Front Fenders
- Mirror Packages
- Block Heaters
- Ether Start
- 95 Amp Alternators
- Factory Installed Thumbs / Bucket Rotators
- Special Features for Government Bids
- Installation of Case Field Kits- 4 in 1, A/C, etc.

### For More Information

Please contact your local Case Dealer  
Or

Call BIC at 316-943-2515 • FAX 316-943-4448

Thank You!



- Included in Quote NOTED WITH \*ASTARISH

# **\*Speed selectable Auto Ride Control - 4WD models**

Standard Ride Control - 2WD models

- \* **Comfort Steering** with two-speed steering pump and 3rd/4th gear cutout
- Deluxe Canopy with glass windshield, windshield wiper, windshield washer, floor mat, 85 dba sound level, two additional front lights, two additional rear lights and anti-vandalism cover

- \* **ROPS/FOFS certified protective cab** available in LH Door or 2 door with heat, A/C, defroster, door activated dome light, 4 front, 4 rear and 2 adjustable side lights, tilt steering wheel, floor mat, tinted glass, radio ready, front and rear wiper and fender extensions

- \* **Deluxe Cab package** with deluxe interior, viscous fan, pull-down sun visor and 72 dba sound level

Mechanical suspension seat with flip-up armrests, 180° swivel, adjustable seat and weight, backrest angle, lumbar and cushion angle - cab units cloth or vinyl, canopy units vinyl only

Air suspension seat with flip-up armrests, 180° swivel, electric height adjustment, adjustable backrest - lumbar and cushion angle - cab units cloth or vinyl, canopy units vinyl only

- \* **Heated seat option** for vinyl and cloth Air suspension seats - cab units cloth or vinyl, canopy units vinyl only

Premium multi-color, hand stitched cloth, heated air suspension seat - not for use with ROPS Canopy option

- \* **Bluetooth Radio** - Communication and Media streaming, Sirius XM satellite radio ready - does not include satellite antenna, AM/FM tuner, NOAA weatherband tuner, USB input and audio Aux-in

3 in (75 mm) seat belt for mechanical and air-suspension seat

## **ENGINE**

- \* **Cold Weather Starting Aid:**

Dual 12 volt batteries, glow plugs, engine block heater and heated CCV hose

Severe Cold Weather Starting Aid:

Synthetic transmission, hydraulic and engine oil - order with cold weather starting aid

## **Power Shuttle, 4F-4R**

Synchromesh transmission

- \* **PowerDrive H-Type transmission, 4F-4R** hydraulic clutch shifting with auto function and direct drive

## **LOADER**

- \* **Auxiliary hydraulics** for loader-mounted equipment with thumb-operated proportional control

- \* **Hydraulic front quick coupler**  
Loader linkage without loader bucket  
Tool portfolio of additional attachments  
Buckets - see page 2

## **BACKHOE**

1-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar  
1-way flow attachments

- \* **1-way/2-way Auxiliary backhoe hydraulics** for hammers, plate compactors or similar  
1-way flow attachments or switch to 2-way flow for thumbs, augers or similar 2-way flow attachments

- \* **Extendahoe®**

- \* **Bolt-on hardened gripper teeth**

Two-lever control - backhoe or Extendahoe®

- \* **Pilot operated control system:**

Fingertip proportional Electro-Hydraulic stabilizer controls

Thumb-operated proportional

Electro-Hydraulic Extendahoe® control

Thumb-operated horn button

Thumb-operated auxiliary hydraulic control

Infinitely adjustable towers

In-cab switchable "excavator to backhoe" control pattern change Standard dipper

- \* **Flip over stabilizer pads**

Cemetery/Street pads

Hydraulic bucket coupler

- \* **Universal coupler** - CAT/Deere compatible

Buckets - see page 2

Hydraulic thumb - Includes: 2 replaceable, high strength, bolt on tines with two positions for Universal or Hi-Cap buckets - meshes with Bucket teeth on 18 in & 24 in Buckets

## **OTHER**

- \* **Front tires:**

14.0 L x 17.5 10 PR

- \* **Rear tires:**

21 L x 24, 10 PR

Special paint

- \* **Tool box** - bolt-on, step-mounted

- \* **Front counterweights:**

700 lb and 1,100 lb (318 kg and 500 kg)

Rotating beacon

- \* **LED Working/Driving Light Package:**

4 front

4 rear

2 side

Chaff Screen - Additional fine mesh screen in front of standard grille

- \* **Locking DEF/Fuel covers**

- \* **Front Fenders**

The ITEMS  
marked with \*  
are included  
in the CASE  
590 SN 8/13/19  
Quote -

Paul  
Bryant 11/18/19

## **CaseCE.com**

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and



-CASE 5905N

See page 1

FPT F5BFL413A diesel  
Selective Catalytic Reduction - SCR  
Aspirated air cleaner - replaceable dual  
element dry type with radial seal  
Fuel filter with water trap  
Radiator with de-aeration bottle  
Antifreeze to -34° F (-37° C)  
Electronic throttles - foot and rotary hand  
Self adjusting belt  
High Pressure Common Rail computer  
controlled injection with diagnostic features  
Engine ECO Mode - Detent on backhoe hand  
throttle, push button switch on dash  
Auto Engine Idle  
Auto Engine Shutdown  
Auto Protection Shutdown  
Electronic Fuel Priming

#### DRIVETRAIN

PowerDrive S-Type transmission, 4F-4R  
fully synchronized electronic transmission  
controller, kick down, transmission  
disconnect and FNR switch in loader  
control lever Includes auto shift mode  
and direct drive - 2WD or 4WD  
Front axle:  
2WD heavy-duty front axle with  
14.0 L x 17.5 tires with Industrial Rib tread  
4WD heavy-duty mechanically driven front  
axle with 14.0 L x 17.5 tires and drive  
shaft guard  
Rear axle:  
2/4WD heavy-duty outboard planetary  
drive, with 21.0 L x 24.0 tires  
Torque converter - 11.8 in (300 mm)  
On-the-go electric 4WD control  
Electric F/R shuttle control  
Electric differential lock control, push-button  
Park brake, spring-applied hydraulic  
release - SAHR

Ground level remote hydraulic test ports  
Variable displacement axial piston pump  
Pump:

43 gpm @ 3,000 psi  
(162.6 L/min @ 207 bar)  
Heavy-duty hydraulic oil cooler  
7-micron, spin on oil filter

Bucket position Indicator; Lifting lugs on  
standard bucket; Single lever control  
with self-leveling and return-to-dig; Hand  
operated clutch disconnects on loader  
and shift levers, single lever 4-function  
loader control: lift, dump, clutch cut-out,  
differential lock and FNR switch

#### BACKHOE

Over center design, Fabricated "S" boom;  
Pro Control System; Dipperstick integrated  
serrated gripper teeth; Case mechanical  
coupler; Power Lift, Power Boost

#### OTHER

Front tire 14.0 L x 17.5, 10 PR - 4WD  
Rear tire 21.0 L x 24.0, 10 PR  
Forward tilt engine hood  
Replaceable, molded front bumpers  
Front/Rear tie downs  
Reflective logos  
Signal Lights - cab and canopy:  
2 rear tail/stop  
2 front flashers/turn  
2 rear flashers/turn  
Working/Driving Lights - cab and canopy:  
Adjustable halogen work lights - 55 W:  
4 front  
2 side - one left, one right  
4 rear

CASE SiteWatch™ Telematics - includes  
hardware and a 3-yr Advanced  
data subscription

1-Year/Unlimited-Hour Full-Coverage Base  
Limited Warranty  
2-Year/2,000-Hour Extended Engine Warranty

THIS LISTING  
details all  
standard  
equipment  
for a CASE  
5905N -

Paul [Signature]  
11/18/19

# **Water Truck**

## **Dodge Ram 1500**



The bid price for the base vehicle for 2011-39 Vehicle # 4 Ram 1500 Quad Cab  
4X4 wheel drive (140in WB, 6Ft 4in Box)

**State Bid Price:        \$22,305.00.**

This price includes the standard options with daytime running headlamps.  
This vehicle is a 4 door **Quad Cab**.  
Ram does not offer an extra cab.

There are available options on this vehicle.

Bluetooth	\$ 195.00
Spray In Bedliner	\$ 200.00
Locking Differential - Limited Slip	\$ 495.00
Heavy Duty Tow Pkg (paired with factory tow)	\$ 50.00
Electric Brake Controller	\$ 295.00
Special Paint	\$ 450.00

*Debra (Stefanik) Daley*  
*Fleet Sales Representative*  
*Central Chrysler Jeep Dodge of Raynham*  
*191 New State Hwy*  
*Raynham MA 02767*  
*(508) 802-4209 direct line*  
*Fax# 508-828-2131*





**This is a Draft Working Document and not a Final Product**

**Revised December 12, 2019**

**TOWN OF RAYMOND, NEW HAMPSHIRE**

**2020 Warrant Articles**

**Notes: Only items in Blue need Budget Committee action**

**Please Note; Tax impacts in Orange have not been identified**

To the inhabitants of the Town of Raymond, in the County of Rockingham, in the State of New Hampshire, qualified to vote in Town affairs: You are hereby notified to meet in the Raymond High School Cafeteria on **Saturday, February 1, 2020 at 10:00 a.m.** to participate in the first session of the 2020 Annual Town Meeting.

Furthermore, you are hereby notified that the polls will be open at Iber Holmes Gove Middle School on **Tuesday, March 10, 2020 at 7:00 a.m.**, and you may cast your vote on the official ballot questions below until at least **7:00 p.m.** of the same day.

**Warrant Article X – Elected Officials:**

To Select by Non-Partisan Ballot

**Warrant Article X – Zoning Amendment:**

Shall the Town of Raymond vote to amend the Raymond Zoning Ordinance, as proposed by the Raymond Planning Board...

Recommended

**Warrant Article X – Zoning Amendment:**

Shall the Town of Raymond vote to amend the Raymond Zoning Ordinance, as proposed by the Raymond Planning Board...

Recommended

**Warrant Article X – Zoning Amendment:**

Shall the Town of Raymond vote to amend the Raymond Zoning Ordinance, as proposed by the Raymond Planning Board...

Recommended



**Warrant Article X – Operating Budget/Default Budget:**

Shall the Town of Raymond vote to raise and appropriate as an Operating Budget, not including appropriations by Special Warrant Articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant, or as amended by vote of the first session, for the purposes set forth therein, totaling **Eight Million, Six Hundred Eighty-Seven Thousand, Four Hundred and Twelve Dollars (8,687,412.00)**

**Components of the budget include:**

\$ 7,780,265.00 Town Operating Budget  
\$ 907,147.00 Water Department Operating Budget  
**\$ 8,687,412.00 Total**

Recommended by the Board of Selectmen

Recommended

**Estimated 2020 Tax Impact: \$x.xxx**

Should this article be defeated, the default budget shall be **Eight Million, Eight Hundred and One Thousand, Six Hundred and Thirty-Three Dollars (8,801,633.00)**

which is the same as last year, with certain adjustments required by previous action of the Town of Raymond or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only.

**Components of the budget include:**

\$ 7,825,008.00 Town Default Budget  
\$ 976,625.00 Water Department Default budget  
**\$ 8,801,633.00 Total**

*Note: This operating budget Warrant Article does not include appropriations contained in any other Warrant Article.*

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$x.xxx**

**Warrant Article X – Capital Improvements:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Three Hundred, Forty Five Thousand Dollars (\$345,000)** to be deposited into previously established Capital Reserve Funds (listed below) and to apportion this sum among the several funds as listed below, naming the Board of Selectmen as agents thereof?

General Government Buildings Maintenance & Improvements	\$ 120,000.00
Highway Department Vehicle Repair & Replacement	\$ 50,000.00
Highway Department Heavy Equipment	\$ 30,000.00
Bridge & Culvert	\$ 82,000.00
Sidewalks	\$ 0
Master Plan Updates	\$ 0
New Town Facilities	\$ 0
Library	\$ 0
Police Department & Dispatch Equipment, Vehicle, & Facilities	\$ 0
Fire Department Equipment and Vehicle	\$ 30,000.00

Recreation Department Equipment, Vehicles & Facilities	\$ 0
Parks Equipment & Facilities	\$ 33,000.00
TOTALS TO CAPITAL RESERVE FUND	\$ 345,000.00

Recommended by the

Recommended by the

Estimated 2020 Tax Impact: \$x.xxx

**Warrant Article X – Capital Reserve Funds (Water Revenues):**

Shall the Town of Raymond vote to raise and appropriate the sum of **Two Hundred Thousand Dollars (\$200,000.00)** to be deposited into previously established Capital Reserve Funds (listed below) and to apportion this sum among the several funds as listed below? These funds shall be paid by Water Revenues.

Construct, Repair & Maintain Town Water Treatment Facility	\$ 30,000
Water System Infrastructure	\$ 35,000
Water Storage Facilities	\$ 130,000
Water Department Utility Replace Vehicle	\$ 3,000
New Well Site Acquisitions	\$ 2,000
<b>TOTAL</b>	<b>\$ 200,000</b>

Recommended by the Board of Selectmen

Recommended by the

Estimated 2020 Tax Impact: \$0.000

**Warrant Article X – Mosquito Control:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Forty Thousand Dollars (\$40,000)** for the purpose of controlling the adult mosquito population in the Town of Raymond? Methods to include, but may not be limited to, spraying bacterial insecticide into stagnant water for mosquito larvae control, and other reasonable steps to achieve adequate control.

Recommended by the

Recommended by the

Estimated 2020 Tax Impact: \$x.xxx

**Warrant Article X – Town of Raymond Scholarship Fund:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Two Thousand Dollars (\$2,000)** to be placed in the Town of Raymond Scholarship Fund for Raymond High School Senior Graduates and any Raymond resident attending their first year of college (established pursuant to Warrant Article 23 at the 2000 Town Meeting)? Said funds are to be administered by the Board of Selectmen as agents to expend.

Recommended by the

Recommended by the

Estimated 2020 Tax Impact: \$x.xxx



**Warrant Article X – 4<sup>th</sup> of July 2019 Community Event:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Three Thousand Dollars (\$3,000)** to help offset the expenses incurred associated with the 4<sup>th</sup> of July 2020 community event?

Recommended by the

Recommended by the

**Estimated 2020 Tax Impact: \$x.xxx**

**Warrant Article X – Social Services Agencies:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Forty Thousand Dollars (\$40,000.00)** in support of the following?

<b>Agency</b>	
HAVEN	\$4,175.00
Area Homecare and Family Services	\$4,000.00
Court Appointed Service Advocates	\$1,500.00
Child Advocacy Center of Rockingham County	\$2,000.00
Waypoint/ Formally Child and Family Services	\$6,000.00
One Sky Community Services	\$0
Retired Senior Volunteer Program	\$600.00
Raymond Coalition for Youth	\$10,000.00
Southern NH Services/Rockingham Community Action	\$3,978.00
Chamber Children's Fund	\$3,000.00
Rockingham County Nutrition Program	\$3,747.00
Home Health & Hospice Care	\$1,000.00
<b>Total</b>	<b>\$40,000.00</b>

Recommended by the

Recommended by the

**Estimated 2020 Tax Impact: \$x.xxx**

**Warrant Article X – Waste Disposal Special Revenue Fund (Fund 18)**

Shall the Town of Raymond vote to raise and appropriate the sum not to exceed ***Eight Hundred, Forty-Nine Thousand Dollars (\$849,000.00)*** for the purpose of administering the Pay as You Throw Program with said funds to come from the **Waste Disposal Special Revenue Fund** also referred to as **Fund 18**? *Should this Warrant Article be defeated, the Town would not be able to continue with the Pay as You Throw Program due to the absence of legislative authority to legally access the funds.* (Majority Vote Required).

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$0.000**

**Warrant Article X – Shim and Overlay Special Revenue Fund:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Two Hundred Fifty-Three Thousand, Seven Hundred, Two Dollars and Forty-One Cents (\$253,702.41)** for road reconstruction and to authorize the withdrawal of \$249,926.00 from the Shim and Overlay Special Revenue Fund created for this purpose. No amount to be raised by taxation. This is a non-lapsing appropriation per RSA 32:7, VI and will not lapse until the Shim and Overlay work is complete or until December 31, 2021, whichever comes first.

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$0.000**

**Warrant Article X – Road Reconstruction Projects:**

Shall the Town of Raymond vote to raise and appropriate the sum of **Three Hundred and Fifty Thousand Dollars (\$350,000.00)** for road reconstruction projects? This will be a non-lapsing appropriation per RSA 32:7, VI and will not lapse until the road reconstruction work has been completed or by December 31, 2022, whichever is sooner.

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$x.xxx**

**Warrant Article X– Establish Contingency Fund**

To see if the town will vote to establish a contingency fund pursuant to RSA 31:98-a for the current year for unanticipated expenses that may arise and further to raise and appropriate the sum of **One Hundred and One Thousand, One Hundred and Eighty-Two Dollars (\$101,182.00)** from the fund balance to be placed in this contingency fund. Such fund shall not exceed one percent (1%) of the amount appropriated by the town for town purposes during the preceding year excluding capital expenditures and the amortization of debt. Any appropriation left remaining in the fund at the end of the year will lapse to the general fund. A detailed report of all expenditures from the contingency fund shall be prepared annually by the Board of Selectmen and published with their report. (Majority vote required).

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$0.00**

**Warrant Article X – Sick and Vacation Non-Union Expendable Trust Fund:**

Shall the Town of Raymond vote to raise and appropriate the sum not to exceed **Twenty Thousand Dollars (\$20,000)** to be added to the Sick and Vacation Leave Non-Union Expendable Trust Fund (established pursuant to Warrant Article #25 of the 2004 Town Meeting) for the purpose of paying out accrued time upon leave of employment as indicated in the Town of Raymond Personnel Policy for employees? And further that said set amount to come from unassigned fund balance and no amount from taxation.

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$0.000**



**Warrant Article X – Sick and Vacation Union Expendable Trust Fund:**

Shall the Town of Raymond vote to raise and appropriate the sum not to exceed **Twenty Thousand Dollars (\$20,000)** to be added to the Sick and Vacation Leave Union Expendable Trust Fund (established pursuant to Warrant Article #14 of the 2002 Town Meeting) for the purpose of paying out accrued time upon leave of employment as indicated in the Town of Raymond Personnel Policy? And further that said set amount to come from unassigned fund balance and no amount from taxation.

Recommended by the Board of Selectmen

Recommended by the

**Estimated 2020 Tax Impact: \$0.000**

**Warrant Article X - Elderly Exemption Increase:**

To see if the Town will increase the income limits for the Elderly Exemptions from property tax in the Town of Raymond by **three percent (3%)**. To qualify, the person must have been a New Hampshire resident for at least three (3) consecutive years, own the real estate individually or jointly, or if the real estate is owned by such person's spouse, they must have been married for at least five (5) consecutive years. In addition, the taxpayer must have a net income of not more than **(\$31,260.00)** or if married a combined net income of less than **(\$42,385.00)** and own net assets not in excess of **(\$72,100.00)** excluding the value of the person's residence.

Recommended by the

Recommended by the

**Estimated 2020 Tax Impact: \$x.xx**

**Warrant Article X – Disabled Veterans Credit Increase:**

To see if the Town will increase the optional residential property tax credit for One Hundred Percent (100%) Permanently and Totally Disabled Veterans as determined by the Department of Veteran Affairs and their surviving spouse, from Two Thousand Dollars \$2000.00 to **Two Thousand-Five Hundred Dollars (\$2,500.00)**. (Majority vote required)

Recommended by the

Recommended by the

**Estimated 2020 Tax Impact: \$x.xx**

**Warrant Article X – Establish a 2020 One-Time or Cyclic Procurement Capital Reserve Fund:**

To see if the town will vote to establish an Operational Budget One-Time or Cyclic Procurement Capital Reserve Fund under the provisions of RSA 35:1 for purpose of stabilizing the Town's Operational Budget and offset the tax impact of one-time or cyclic operational budget purchase needs and to raise and appropriate the sum of **One Hundred and Fifty-Four Thousand and Four Hundred Dollars (\$154,400.00)** 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)

Replacement of Town Telecommunication System	\$ 15,000.00
Assessing Software Update	\$ 15,000.00
2020 Presidential Election Year Budget Impact	\$ 15,500.00
Town Re-Evaluation	\$ 60,000.00

Town Energy Efficiency (Building Energy Conversion)	\$ 18,900.00
Legal Expenses and Settlements	\$ 30,000.00

**TOTALS TO CAPITAL RESERVE FUND** **\$ 154,400.00**

Recommended by the  
Recommended by the  
**Estimated 2020 Tax Impact: \$0.000**

**Warrant Article X – Establish Road Revitalization Capital Reserve Fund:**

To see if the town will vote to establish a Road Revitalization Capital Reserve Fund under the provisions of RSA 35:1 for purpose of supporting the Town’s five-year strategic initiative to upgrade and render safe the Town’s road infrastructure systems and to raise and appropriate the sum of **Three Hundred Thousand Dollars (\$300,000.00)** to be placed in this fund. These funds are to be used in conjunction with the funds received from the Road Reconstruction fund to return the Town Roads to a maintainable condition. 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  
Recommended by the  
**Estimated 2020 Tax Impact: \$0.000**

**Warrant Article X – Establish Facility Revitalization Fund:**

To see if the town will vote to establish a Facility Revitalization Capital Reserve Fund under the provisions of RSA 35:1 for purpose of supporting the Town’s five-year strategic initiative to renovate and bring up the Town’s facility infrastructure to code, safety and energy standards and to raise and appropriate the sum of **Two Hundred and Ninety Thousand Dollars (\$290,000.00)** to be placed in this fund. This sum is to come from the funds received from the State of New Hampshire’s One-Time Municipal Infrastructure Grant paid in Budget Year’s 2019 and 2020 and any amount of these funds deposited in the 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  
Recommended by the  
**Estimated 2020 Tax Impact: \$0.000**

**Warrant Article X– Citizen Petition(s):**

Altered Date: 12/12/2019

DRAFT