



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

July 9, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Brownfields Assessment Grant to the Town of Raymond (VC #177464B001), in the amount of \$20,900 to perform environmental site assessment work, effective upon Governor and Council approval through September 30, 2016. 100% Brownfields Repayment Funds.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget:

03-44-44-444010-2018-073-500580	<u>FY2016</u>
Dept. of Environmental Services, Brownfields SRF Repayments, Grants – Non-Federal	\$20,900

EXPLANATION

The Department of Environmental Services currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. The Department has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for a variety of Brownfields related activities including: 1) Phase I Environmental Site Assessments; 2) Phase II Environmental Site Assessments; and 3) cleanup planning. In September 2014, the Department announced that it was making available \$200,000 for two or more site specific assessment grants and solicited applications from interested municipalities, non-profit organizations and other eligible entities. Ten applications were received, then evaluated and ranked based on review criteria including: the thoroughness of the application; the availability of funds for subsequent cleanup and redevelopment; the extent to which the grant would provide benefits to the community; and whether or not redevelopment/reuse plans had been developed. Based on our review, the Department offered grants for four of the proposed projects. See Attachment A for the application rankings and list of reviewers.

The Town of Raymond will use the grant funds to perform Phase I and Phase II Environmental Site Assessments and cleanup planning at 15 Old Manchester Road in Raymond, NH. Potential redevelopment of the site includes establishing the Town's first public canoe/kayak launch for access to the Lamprey River. This property would also connect to the nearby Rockingham Rail Trail.

This agreement has been approved by the Attorney General's Office as to form, substance and execution. General funds will not be requested to support this program.

We respectfully request your approval.


 Thomas S. Burack, Commissioner

**Attachment A
Brownfields Assessment Grant Rankings
Applications and Rankings**

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
Town of Warner	Warner	NHDOT Maintenance Lot	\$41,200	1	
City of Nashua	Nashua	Fimbel Door Corp. Sludge Landfill	\$66,700	2	
Town of Raymond	Raymond	15 Old Manchester Road	\$20,900	3	
Rockingham Planning Commission	Exeter	Dagostino Rose Farm	\$56,000	4	
Southern New Hampshire Planning Commission	Derry	18 Maple St. Condo Development	\$41,000	5	Not funded
Town of Ashland	Ashland	Scott Heath (aka, LW Packard)	\$92,000	6	Not funded
Merrimack Valley School District	Concord	Beede Electrical Instruments	\$87,000	7	Not funded
City of Franklin	Franklin	Lucky Lenny's and Ciao Pasta Restaurant	\$90,000	8	Not funded
Town of Chesterfield	Chesterfield	Former Electrosonics	\$84,450	9	Not funded
Southern New Hampshire Planning Commission	Goffstown	Gentle Slopes	\$33,000	10	Not funded

Grant Reviewer List

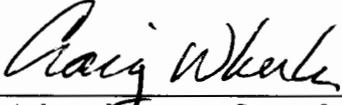
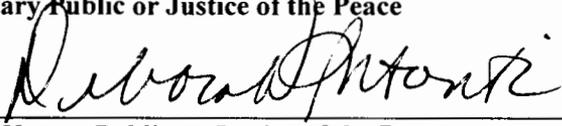
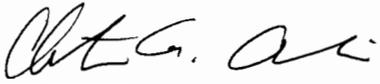
Name	Department / Bureau	Title	Justification (Experience)
Keith DuBois, P.G.	NHDES / Waste Management Division	Environmental Programs Administrator	Assistant Director (3 years)
Rebecca Williams, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist IV	Brownfields Program Manager (3 years)
Molly Stark, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist III	Project Manager (8 years)
Michael McCluskey, P.E.	NHDES / Hazardous Waste Remediation Bureau	Sanitary Engineer II	Brownfields RLF Coordinator (8 years)

Subject: Town of Raymond
Brownfields Revolving Loan Fund – Assessment Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Grantee Name Town of Raymond		1.4 Grantee Address 4 Epping Street, Raymond, NH 03077	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date September 30, 2016	1.7 Audit Date N/A	1.8 Price Limitation \$20,900.00
1.9 Grant Officer for State Agency Thomas S. Burack, Commissioner NH Department of Environmental Services		1.10 State Agency. Telephone Number 603-271-3503	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Craig Wheeler Town Manager	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Rockingham</u>			
On <u>6/18/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [SEAL] 			
1.13.2 Name & Title of Notary Public or Justice of the Peace DEBORAH A. INTONTI Notary Public - New Hampshire My Commission Expires April 22, 2020			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>7/17/15</u>			
1.17 Approval by the Governor and Council 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-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, Cont includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such 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 Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee 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 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, papers, and documents, all whether finished or unfinished.

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

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

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

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

10. **CONDITIONAL NATURE OR AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. **TERMINATION.**

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

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

Grantee Initials *CLW*
Date *6/14/2015*

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

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

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, or subcontractors, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, 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 \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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 or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or 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.

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.

Grantee Initials CW
Date 6/15/2015

EXHIBIT A

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SCOPE OF SERVICES

The Town of Raymond intends to use the grant funds for performing Phase I and Phase II Environmental Site Assessments and cleanup planning at 15 Old Manchester Road in Raymond, New Hampshire.

EXHIBIT B

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

BUDGET AND PAYMENT METHOD

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the Town of Raymond (the "Grantee") the sum of \$20,900 ("Grant Amount") to be used by Grantee only for environmental site assessment and/or cleanup planning activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

EXHIBIT C

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SPECIAL PROVISIONS

1. **Area Covered.** The Grantee shall perform the Project on certain real property commonly referred to as 15 Old Manchester Road in Raymond, New Hampshire (the "Property"), which property is more particularly described in the Warranty Deed, dated May 27, 2010, recorded at the Rockingham County Registry of Deeds at book 5117, page 1846.
2. **Completion of Project.** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by September 30, 2016 (the "Completion Date").
3. **Project Manager.** The State shall designate an environmental project manager who shall review and approve the proposed work to be performed using grant funds. The State's environmental project manager will review the Grantee's environmental site assessment and cleanup planning documents to ensure that the work is being completed in accordance with all local, State, and Federal requirements.
4. **Environmental Site Assessments.**
 - 4.1 The Grantee shall perform Phase I Environmental Site Assessments in accordance with EPA's All Appropriate Inquiries Final Rule found at 40 CFR 312 or *American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The Grantee shall submit the Phase I Environmental Site Assessment Report to the State for review and approval prior to initiating Phase II site investigation work.
 - 4.2 The Grantee shall submit a work plan for proposed Phase II site investigations to the State for review and approval prior to commencing with the work.
 - 4.3 The Grantee shall submit a Request for Project Review to the New Hampshire Division of Historical Resources prior to commencing Phase II subsurface activities.
 - 4.4 Phase II site investigations shall meet the requirements of *ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* and the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. Upon completion of the site investigation work, the Grantee shall submit copies of the Phase II Environmental Site Assessment Report to the State for review and approval prior to initiating cleanup planning.
5. **Cleanup Planning.** If the Project includes cleanup planning, the Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.

Town of Raymond, New Hampshire Certification of Acceptance of Funds

Brownfields Revolving Loan Fund Assessment Grant Project #34357

I, Colleen West-Coates make a motion to:

1. Accept funds and enter into a Subgrant Agreement with the New Hampshire Department of Environmental Services regarding Project #34357 on June 15, 2015;
2. Authorize the Town Manager to execute any documents which may be necessary for this Subgrant Agreement.

Seconded by: Jonathan Wood

Chairman Greg Bemis:

yes GB no ___

Vice Chair Colleen West-Coates:

yes CWC no ___

Jack Barnes:

yes JB no ___

Wayne Welch:

yes W no ___

Jonathan Wood:

yes JW no ___

Town of Raymond, New Hampshire Certification of Acceptance of Funds

Brownfields Revolving Loan Fund Assessment Grant Project #34357

I, Sharon E. Walls, Town Clerk for the Town of Raymond, New Hampshire, do hereby certify that:

1. The Board of Selectmen voted to accept funds and enter into a Subgrant Agreement with the New Hampshire Department of Environmental Services on June 15, 2015;
2. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary for this Subgrant Agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to and now occupies the office indicated in 2, above:

Craig Wheeler, Town Manager

IN WITNESS WHEREOF, I have herunto set my hand as the Town Clerk of the Town of Raymond, New Hampshire this 29th day of June 2015.



Sharon E. Walls, Town Clerk

SHARON E. WALLS, Notary Public
My Commission Expires March 13, 2020

Town of Raymond
Board of Selectmen DRAFT Minutes
June 15, 2015, 7:00 P.M.

Board of Selectmen In Attendance:

Greg Bemis, Chair
Colleen West Coates, Vice Chair
Wayne Welch
Jack Barnes, Jr.
Jonathan Wood

Town of Raymond Staff: Craig Wheeler, Town Manager

Meeting Called to Order by: Chairman Bemis at 7:00 PM

Pledge of Allegiance

Moment of Silence: Elaine Sweitzer

Public Comment:

Lorrie O'Connor - Chair, Conservation Commission:

Ms. O'Connor came before the BOS to update them on the issue regarding the Conservation Area sign that was recently installed above the Robinson Hill sign. She informed them that Mr. Wheeler had contacted the Conservation Commission immediately after his meeting with Ms. Winchell. Lorrie passed out photographs of the sign along with copies of maps of the area. The Winchell's were invited to attend the Conservation Commission meeting held on June 10 in hopes of hearing their concerns and help resolve them. A shared driveway easement for Robinson Hill Road, signed in April of 2009 addresses lots 26 owned by the Winchell's, lot 29 and Lot 29-1 owned by the Town which is subject to the Robinson Hill easement. The shared driveway easements shows these lots share access to their individual lots by the way of the easement. It also states that the owners of the lots acknowledge they have nonexclusive rights to own and use the driveway. Further, it states that the owners of lots 26 and 29 will share equally the cost of snowplowing/removal maintenance, repairs and any reconstruction costs of this driveway. The Town's part, owner of lot 29-1 is to be "solely responsible for the cost of an annual grading. According to the Winchell's the town has not grading the driveway in approximately 6 years. It is our interpretation that the Conservation easement on Lot 29-1 was put in place after the driveway easement was established. Like other easements, the Robinson Hill easement states that it is for the public benefit and the general public can use it for outdoor education, recreational use for such activities as hiking, wildlife observation, cross country skiing, snowmobiling and fishing and hunting. It has been discussed that the Conservation Commission is planning on installing a parking area on a public use conservation area with the only access being from route 107 over a private road driveway. Since the Winchell's are responsible for the private road, if someone from the public get injured would the Winchell's be sued or would the town? Also, they hire a private individual to plow snow, if the public have access, where would they park their vehicle and turn around except on the Winchell's property? It is their request that there be joint decisions between the Winchell's the Conservation Commission and the Town. The Conservation Commission has designated Mr. Paul Hammond to be the contact and "go to" person to help use solve some of these issues. The Winchell's would like their issues stated above addressed and rectified before the sign goes back up. Mr. Bemis thanked the Conservation Commission for their diligence in handling this situation in a timely and thoughtful manner.

Mrs. Chadwick, Founder and Director of WPI, Mr. Keith Howard, Executive Director, Liberty House:

Alayna Chadwick came before the Board of Selectmen to introduce the "Tiny House" Project in partnership with WPI and the Liberty House on behalf of Veterans. This response is to focus on the needs of homeless veterans started by Mr. Keith Howard. This 9 month experiment/vision is led and implemented by Mr. Howard is endorsed by author Ed Tick, Author of War and The Soul. Keith's "Tiny House" will be sited at the "Sanctuary" the land upon which WPI is located. Keith will live in the "Tiny House" himself for 9 months as to experiment with its practicality, to blog of his journey and to experience for himself the effectiveness of this approach to the Homeless Veteran. Mr. Howard explained that Liberty House in Manchester provides transitional housing for formally homeless veterans from all over the state. Each veteran can transition to Liberty House and stay for approximately 3 – 6 months get back on their feet, get jobs and

transition and become part of the mainstream. Some of the folks that come from the North Country, there is typically not a lot of rental properties in their area making it difficult to rent an apartment. What we are trying to emulate with "Tiny House" is a living environment, made from a cargo trailer 8' x 20' and convert that into a living space that is self-contained. It uses propane for heat, composing restroom facility, and electricity that runs of a deep cycle marine 12V battery that is recharged by the sun. There is no infrastructure needed. The concept is to have this living space available to homeless veterans to loan them for a year to help them until they can return to their home areas; have a place to live, be able to get a job and reconnect with people that they have been alienated from. In order for anyone to be awarded one of these trailers, they need to put in the sweat equity completely volunteer their time of 100 hours of unpaid labor working on the trailer. Mr. Howard will be in the trailer on the Sanctuary site until the end of March and then the trailer will be moved out of Raymond and located into a different area. The Liberty House helps with transitional housing and it also provides about 150 people a week through the food pantry, veterans groups and churches and the same thing with clothing. No one is turned away if there is a need.

Public Hearing: Amendment to Non-Smoking Ordinance:

The Chair opened the public hearing at 7:28 p.m., for public comment. Mr. Bemis read the prohibitions to section 162-7 of the town ordinance and showed the designated smoking area within each town field. As there was no public comment, the Chair closed the public hearing at 7:30 p.m. Mr. Wood made a motion to adopt this ordinance, seconded by Ms. West Coates, with no discussion, a vote was taken all in favor, MOTION CARRIED UNANIMOUS. Signs will be posted this week to show designated smoking areas.

Agenda Items:

New Town Website Design and Update:

Mr. Creveling introduced the new Town of Raymond website. As the existing one was becoming obsolete, it was time to update our site for a more visual friendly and user friendly website. Currently we are still under construction, but it is up and running. Any suggestions from other boards and committees and departments are welcome. The address is www.raymondnh.gov.

Canoe Launch Update and Property Acquisition/DES Brownfields Assessment Grant:

Canoe/Kayak Launch: The Conservation Commission has voted to commit up to \$37,500 to match the Land and Water Conservation Fund grant of the same amount to purchase real estate property at 15 Old Manchester Road, the proposed location of the canoe launch. It was clear that the purchase and sales agreement will contain contingencies regarding the results of the Environmental Assessment and mitigation requirements, procurement of the remaining gap in funding for the purchase and installation of the boardwalk and dock. The appraisal was completed by Rick Michaud from Queen City Appraisal, LLC in Candia; (copies were given to the Board members). The appraisal result was \$75,000. The existing structures had negligible value so the value is land only and does not take into account any impacts on value due to any contamination that may need to be mitigated. Once the Environmental Assessment is completed, the Town will know what level of mitigation will be required. We are at the point now to ask the Selectmen if they are willing to vote to give the Town Manager authorization to develop an offer in the amount of \$72,500 with appropriate contingencies that would enable us to get the process moving quicker. Please be assured that the final purchase will not occur without agreement on the purchase price after the completion of due diligence and after the required RSA 41:14-a hearings by the Selectmen and a hearing by the Conservation Commission to release the funds. Mr. Creveling also gave the Selectmen a copy of the Brownfields acceptance grant. This grant has to go before the Governor's Council for approval. This is a \$20,900 grant that will allow further testing and the development of a mitigation plan for the clean-up of the lot so that the Selectmen can make a final decision on whether to purchase or not. Tonight's action would be authorize the Town Manager to execute any documents which may be necessary for this sub grant agreement and for the Selectmen to vote to accept the funds and enter into a sub grant agreement with the NHDES regarding project #34357. Mr. Barnes asked about town insurance on that piece of property. Mr. Wheeler commented that he had contacted our insurance and they are still evaluating it. We have included this as part of our property inventory and it will be covered to the extent that we do it as a recreational feature. Ms. West Coates made a motion to accept the funds for the sub grant agreement with the NHDES regarding project #34357, seconded by Mr. Bemis, with no discussion, all in favor, MOTION

CARRIED UNANIMOUSLY. Ms. West Coates made the motion to authorize the Town Manager to execute any documents which may be necessary for this sub grant agreement, seconded by Mr. Bemis, with no discussion, all in favor, MOTION CARRIED UNANIMOUSLY. Ms. West Coates made a motion that the Selectmen authorize the Town Manager with an offer the parcel of land at 15 Old Manchester Road contingent upon the results of the environmental assessment and the receipts of all grants and supplemental funding needed to complete it, Mr. Wood seconded, Mr. Welch asked about the dollar amount. Ms. West Coates withdrew her first motion and made an amended second motion to authorized the Town Manager to move forward with an offer contingent upon 15 Old Manchester Road contingent on the results of the environmental assessment, receipts of all grants and supplemental funding needed to complete the project up to \$72,500 and contingent upon successful completion of RSA 41:14-a process, seconded by Mr. Wood, all in favor, MOTION CARRIED UNANIMOUSLY.

Town of Chester Board of Selectmen-Sharing Resources:

Mr. Wheeler introduced Mr. Dick Trask of the Chester Board of Selectmen. Mr. Trask was given the task of reaching out to fellow communities in hopes of starting discussions of sharing town resources, opportunities and partnerships with Raymond to recognize cost saving measures while maintaining the existing levels of service. Some of the areas of discussion would be Police Dispatch, Fire Dispatch and Ambulance coverage. In discussions with Raymond Police and they are open to the positive concept. Some other topics could include building inspection services as well. Mr. Trask commented that the Town of Chester pays the Town of Derry for fire dispatch and ambulance coverage as well. Due to recent events in the Town of Derry, the Town of Chester is exploring other avenues. Mr. Wood agreed that sharing between towns is very cost effective and is interested in pursuing this further. Chester has a full time building inspector and Mr. Trask commented that he would mention that to the Chester Selectmen for an open discussion. Mr. Wood's suggested of instead of having a full time inspector for each town, possibly a "pool" of inspectors for several towns might be efficient. Mr. Welch wants to pursue this further and work with Chester. Mr. Trask commented that the Town of Chester's agreement with the Town of Derry is up at the end of this month. He has reached out to Raymond PD and will be meeting with them. Mr. Barnes commented that he is all for it and saving taxpayers some money. Mr. Wood made a motion to ask the Town Manager to facilitate the sharing, seconded by Mr. Barnes, no discussion, all in favor, MOTION CARRIED UNANIMOUSLY.

School Board Meeting and Sharing Resources:

On Wednesday, June 17th the Board of Selectmen will be having a joint meeting with the Raymond School Board members to discuss the areas that the school and the town share resources and in moving forward some considerations of duplicating services and potential cost leveling measures open for discussion as we approach the budget season. Some suggested that Mr. Wheeler pointed out are: IT support and technical assistance, Human Resources Management, Accounting and Payroll services, Bulk purchasing of supplies, shared contractual items, utility costs, shared records retention strategies, insurance costs and coverage for staff and shared staff training/enhancement. The Town and School currently work cooperatively in these areas: snow removal, intra-staff cooperation for building maintenance, grounds, dumpster and recycling, athletic/recreation maintenance, facility scheduling, use of café for deliberative session/special events, recreational use of facilities for summer programs, Police DARE program and school resource officer. Mr. Wheeler commented that he has reached out to other communities to help make some educated decisions that will be best for the Town of Raymond. Mr. Barnes thanked the Town Manager and agreed and wants to move forward.

CIP:

Mr. Wheeler included in the Selectmen packets past minutes from the CIP Committee regarding it recent facility tours and inspections of our facilities. Staff will be working with CIP members to produce an inventory summary and assessment for the committee by the June 16th meeting. Mr. Wood commented that in a recent Planning Board meeting; talking with their legal counsel, it was suggested to them that the Board of Selectmen make a motion to approve the slate of candidates that are on the CIP Committee in order to be in compliance with the town ordinance. Ms. West Coates read the list of members that represent and make up the CIP Committee. From the Budget Committee, Josh Mann and Ron Dow, from the Planning Board; Don Hedman and Carolyn Matthews, from the School Board; Jaclyn Serrine and Dee Naoum, Member at Large Roger Retzke, and 2 prospective members at large, Jen O'Neill and Brad Reed;

from the Board of Selectmen, Colleen West Coates and Greg Bemis. Mr. Bemis made a motion to accept the aforementioned members, seconded by Mr. Barnes for conversation. A vote was taken; all in favor to approve these members to the CIP Committee; MOTION CARRIED UNANIMOUSLY.

Ms. West Coates commented that the CIP Committee members have been on two informative tours of town facilities, one being Public Works, Highway Division, to look at the town trucks and their current state. And also the fire and police department along with their projections for the CIP. The Committee would like to request information for their June 16th meeting. 1) Needs Assessment – what are the real needs by department, including buildings, equipment and what can be nursed and what needs immediate attention. 2) Inventory – what do we own (leased equipment included) or have within the departments (items that would be included on CIP if replacement is needed). The Committee will also be discussing the definition of the CIP and philosophy of what should be included. Mr. Bemis commented that he had great concerns about the town's fire department and commend the RFD for their continuous efforts to make do with what they have on a tight budget. The timeline is to hopefully be done with the town by the end of June in order for the select board to have it in plenty of time for budget decisions.

State Budget Summary:

The State Budget is contained in the Legislative Bulletin of June 12th concerning HB1 and HB2 where the budget goes to the committee of conference to negotiate the differences between the two budgets. We will continue to monitor this and keep the Select Board up to date as this moves forward.

4th of July Update:

A quorum of the Select Board attended the 4th of July Committee meeting on Monday, June 8th to review the status of the upcoming 4th of July Parade and festivities. The members offered their time to assist in volunteering and meeting the needs of the committee to make this a fun family free event for all Raymond residents. It was noted that for next year, that need for volunteers should be started much earlier so as to not get into the same predicament as this year. Signs and flyers have been posted around town. The event will begin at 9:30 a.m. and continue throughout the day. Mr. Barnes was thanked for contacting the Governor to invite her to attend the beginning of the parade.

Prescott Road Update NHDOT Project:

Mr. Wheeler informed the Board that he received a call from David Scott, the In-House Design Chief Bureau of Bridge Design from the NH DOT regarding the rehabilitation of the Prescott Road Bridge that passes over Route 101. The State had taken this project off their list due to money constraints, but the State now has the money to address this bridge, so it is back on. They are assembling bids for the work to occur in the summer of 2016. Mr. Scott has agreed to set the construction schedule in the contract to avoid concerns and impacts with respect to school bus routes. The work will be occurring between mid-June and late August 2016. It is expected to last 9 weeks and local traffic will have to endure the inconveniences associated with this reconstruction work. We are working closely with the SAU to ensure a smooth transition and Mr. Scott will be communicating with our staff with continual updates and a possible public meeting with the Board of Selectmen to keep the public informed.

Green Road Update NHDOT Project:

At the completion of the work on Depot Road Bridge, Evroks Corporation will commence work on the Green Road Bridge. They plan to erect detour signs and close the Green Road Bridge on June 22nd. This project will last approximately 9 weeks (August 24th) unless significant bridge deck issues are discovered, then it would be extended. The work on Old Manchester Road Bridge remains a work in progress. There will be a change in traffic patterns at some point and it is hoped that work will be completed by August 31, unless significant bridge deck work is discovered that could delay the completion of the project.

Approval of Minutes:

Ms. West Coates made a motion to approve the Board of Selectmen minutes of June 1, 2015 as written, seconded by Mr. Wood, all in favor, MOTION CARRIED 4 AFFIRMATIVE, 1 ABSTAINED.

Board Correspondence Sent/Received:

Mr. Wheeler and Board Members read through all of the correspondence received to date. The first memo from the Highway Safety Committee outlined the Emergency Heliport Landing Area/Industrial Drive. It was discussed and requested by the Raymond Fire Chief, Chief Pratt that the recent pavement marking bid process included a task for the establishment of pavement markings to define a heliport landing area at the cul de sac end of Industrial Drive. This area is a known landing area within the medical flight community and it has been used. Having the markings would deter any parking of vehicles or trucks and alert the public that this area is a potential landing aircraft area. During this meeting, the Highway Safety Committee voted to approve the placement of these pavement markings if said markings were acceptable and authorized by the Board of Selectmen. Mr. Barnes made a motion to approve these markings for this installation, seconded by Ms. West Coates, all in favor, MOTION CARRIED UNANIMOUSLY. Also was a memo from the Director of Public Works announcing the first of many neighborhood meetings to receive input from residents with regard to the outline scope of work for the summer. It will be on Wednesday, June 26th at the REDC from 6:00PM – 8:00PM.

Town Manager's Report:

Mr. Wheeler attended a conference in Newmarket regarding Economic Development. It was very informative and gave us an opportunities to network with other surrounding communities. Also attended graduation, very impressive event. He announced we will have a selectmen's meeting on Monday, June 22 at 7:00 PM; a one item agenda and then a non-public session with the Town Clerk.

Board of Selectmen's Report:

Mr. Wood attended the Flag Retirement Ceremony. Planning Board did site walks for preparation of gravel operation compliance hearings. Mr. Wood also announced the Friends of Raymond Recreation 1st Street Dance to be held on June 20th beginning at 6:00 PM on the Common. He also asked about the TIF District, have we accumulated any money in the TIF District and also Jackson Lumber is preparing to put an extension on its building, the way the TIF District was voted was that any improvements that occurred on the properties within the TIF District goes into the TIF fund for infrastructure. He would like to request a preliminary meeting with the REDC staff with the Town Manager and DPW Director and major stakeholders downtown to discuss community septic for the downtown area to see if there is any interest. Ms. West Coates attended the Historic Commission meeting, mostly getting organized, reviewing bylaws, looking at outstanding applications regarding improvements etc.; she will also be taking pictures of historic building and archiving them and provide updates at the Historic Society. Mr. Bemis announced the Street Dance on June 20th beginning at 6:00PM, buttons are available \$10.00 for all three dances. Triathlon is still coming along for September 12th – looking for lots of volunteers. He also attended the CIP Meeting and the Graduation Ceremony. Very enjoyable. Mr. Wheeler reminded all residents that as of July 1, you can no longer drive and talk on your cell phone.

Adjournment:

Mr. Wood made a motion to adjourn, seconded by Ms. West Coates, all in favor to adjourn, MOTION CARRIED UNANIMOUSLY.

Deborah Intonti

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

Note: These minutes are in draft form and have not been submitted to the Board of Selectmen for approval therefore, are subject to change.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Town of Raymond 4 Epping Street Raymond, NH 03077		Member Number: 277	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000	
	7/1/2015	7/1/2016	General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			Disease – Each Employee		
			Disease – Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Environmental Services Brownfield Program 29 Hazen Dr. Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/19/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax