

**TOWN OF BRENTWOOD
SELECTBOARD
TOWN OFFICES: 1 DALTON ROAD
AGENDA FOR 3/4/2025 @ 5:00 PM**

- I. Non-Public Session: To start at 5:00 PM
May be called at any time in accordance with Chapter 91A:3II, a, b, c, d, e, i, l, m
- II. Convene at 6:00 PM
- III. Review and sign payroll and accounts payable register
- IV. Review and approve the Consent Agenda: Subject to Change
 - a. Public Minutes 2/25/2025
 - b. Nonpublic Minutes 2/25/2025
 - c. Building Permits
 - d. Recreation Manifest
- V. Public Comment
- VI. Discussion/Action Items:
 - a. Reval contract
 - b. Whitney consultant agreement
 - c. Investment policy
 - d. Intercept Services agreement
 - e. Occupancy agreement
 - f. Feasibility study letter
- VII. Regular Business
 - a. Committee Updates
- VIII. Any other matter that may legally come before the Board
- IX. Non-Public Session: 91-A:3, II
May be called at any time in accordance with Chapter 91A:3II, a, b, c, d, e, i, l, m
- X. Adjourn

FULL STATISTICAL REVALUATION CONTRACT

SUBJECT: FULL STATISTICAL REVALUATION means the process of a revaluation of all taxable and nontaxable properties in a Municipality, using existing property data, to arrive at full and true value as of April 1, 2025.

The Town of Brentwood, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called the Municipality; and KRT Appraisal, 191 Merrimack St., Suite 701, Haverhill, MA 01830 a business organization existing under the laws of the Commonwealth of Massachusetts, hereinafter called KRT, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Name of Municipality	Town of Brentwood, NH
1.2 Mailing Address of Municipality	1 Dalton Road, Brentwood NH 03833
1.3 Contracting Officer for the Municipality	Andria Hansen, Town Administrator
1.4 Telephone Number	1 (603) 642-6400
1.5 E-mail Address, if Applicable	ahansen@brentwoodnh.gov
[REDACTED]	
1.6 Name of Company	KRT Appraisal
1.7 Mailing Address of Company	191 Merrimack St, Suite 701
1.8 Principal place of business	Haverhill, MA 01830
1.9 E-mail address, if applicable	rob_tozier@krtappraisal.com
1.10 Telephone and Fax numbers	Phone: 877-337-5574 Fax: 978-914-7201
1.11 Name and Title of Company Signer	Robert A. Tozier, Vice President
1.12 Type of business organization	Revaluation and Assessing Services

DEFINITIONS:

Abatement Review means to make an assessment recommendation to the municipal assessing officials or to make a change to an assessment that is in response to an abatement request from a taxpayer. **Rev 601.01**

Appraisal means the act or process of developing a market value estimate of property which will be used as the basis for valuation, fulfilling a municipality's statutory duties relative to property tax administration including, but not limited to those pursuant to RSA 75:1. **Rev 601.02**

Assessing Services means the making of appraisals, reappraisals, assessments, or providing other services on behalf of municipal assessing officials for the statutory administration of property valuation and assessment including, but not limited to those pursuant to RSA 75:1. **Rev 601.05**

Assessing Standards Board (ASB) means the State of New Hampshire assessing standards board as established pursuant to RSA 21-J:14-a. **Rev 601.06**

Assessment means an estimate of the quality, amount, size, features, or worth of real estate which is used as a basis for a municipalities' valuation in accordance with statutory requirements including, but not limited to those pursuant to RSA 75:1. **Rev 601.07**

Base Year means the tax year in which the municipality performed a revaluation of all properties. **Rev 601.08**

BTLA Reassessment means an order by the State of New Hampshire board of tax and land appeals for a revaluation or partial update of a municipality's property assessments. **Rev 601.09**

Calibration means the process of ensuring the predictive accuracy of the CAMA model(s), through testing, which may include but not be limited to; determining the variable rates and adjustments from market analysis for land and land factors, costs and depreciation for a cost model, valuation rates and adjustments for a sales comparison model, and market rents and capitalization rates for an income model. **Rev 601.10**

Computer Assisted Mass Appraisal System (CAMA) means a system of appraising property that incorporates computer-supported tables, automated valuation models and statistical analysis to assist the appraiser in estimating value for a revaluation, assessment data maintenance and valuation update. **Rev 601.11**

Contract means any agreement between the municipality and the contractor for making appraisals, reappraisals, assessments, or for appraisal work on behalf of a municipality with the State of New Hampshire. **Rev 601.13**

Contractor means the person, firm, company, or corporation with which the municipality has executed a contract or agreement for assessing services. **Rev 601.14**

Cyclical Inspection means the process of a systematic measure and listing of all properties within a

municipality over a specified period of time. The term includes “data collection” and “data verification”. **Rev 601.15**

Cyclical Revaluation means the process of combining a full statistical revaluation of the entire municipality with a cyclical inspection process. **Rev 601.16**

Data Collection means the inspection, measuring, or listing of property within a municipality. The term includes data verification. **Rev 601.17**

Executed means to transact, agree to carry into effect, sign or act upon a contract or agreement to perform assessing services for a municipality. The term includes “executing”. **Rev 601.22**

Final Monitoring Report means the DRA’s final letter to the municipality for any revaluation or partial update. **Rev 601.23**

Full Revaluation means the revaluation of all taxable and nontaxable properties in a municipality, with a complete measure and listing of all taxable and nontaxable properties to occur at the same time of the establishment of the new base year, to arrive at full and true value as of April 1. The term includes “full reappraisal” and “full reassessment.” **Rev 601.24**

Full Statistical Revaluation means the process of a revaluation of all taxable and nontaxable properties in a municipality, using existing property data, to arrive at full and true value as of April 1. The term includes “statistical update” and “statistical reassessment”. **Rev 601.25**

Highest and Best Use means the physically possible, legally permissible, financially feasible, and maximally productive use of a property, as appraised in accordance with RSA 75:1. **Rev 601.26**

Improvement means any physical change to either land or to buildings that may affect value. **Rev 601.27**

In-house Work Plan means a written set of goals, objectives, processes, and timelines that the municipality intends to rely upon to perform revaluations, partial updates, or cyclical inspections. **Rev 601.29**

Listing means recording a description of the interior, exterior, and attributes of any improvements or the recording of the description of land features and attributes. The term includes “list”. **Rev 601.30**

Market Analysis means the study and processes utilized to determine the response of buyers and sellers of real estate, in a geographic area, to various data elements through the analysis of cost data, income data, and sale transactions in the performance of mass appraisal. **Rev 601.31**

Market Value means the value of a property that:

- (a) Is the most probable price, not the highest, lowest or average price;
- (b) Is expressed in terms of money;
- (c) Implies a reasonable time for exposure to the market;

- (d) Implies that both buyer and seller are informed of the uses to which the property may be put;
 - (e) Assumes an arm's length transaction in the open market;
 - (f) Assumes a willing buyer and a willing seller, with no advantage being taken by either buyer or seller; and,
 - (g) Recognizes both the present use and the potential use of the property.
- The term includes "full and true value". **Rev 601.32**

Mass Appraisal means the utilization of standard commonly recognized techniques to value a group of properties as of a given date, using standard appraisal methods, employing common data and providing for statistical testing. **Rev 601.33**

Measure means the physical inspection, verification, sketching and recording of the exterior dimensions and attributes of any improvements made to a property. **Rev 601.34**

Municipal Assessing Officials means those charged by law with the duty of assessing taxes and being the:
(a) Governing body of a municipality;
(b) Board of assessors or selectmen of a municipality; or
(c) County commissioners of an unincorporated place.
Rev 601.36

Municipality means a Town, town or unincorporated place. **Rev 601.37**

OPLC-certified means a level of certification attained by a person as set forth by the ASB in Asb 300 pursuant to RSA 21-J:14-f. **Rev 601.20**

Partial Update means the process of analyzing market sales throughout the entire municipality to identify and implement needed value changes to the affected areas, or classes of property, to bring those properties to the municipality's general level of assessment utilizing the existing base tax year and providing an addendum to the existing USPAP compliant report. The term includes "partial revaluation." **Rev 601.38**

Revaluation means the act of re-estimating the worth of real estate of the entire municipality using standard appraisal methods, calibration of the CAMA tables and models, establishment of a new base year with a USPAP compliant report, and providing for statistical testing whether by either:
(a) A full revaluation; or,
(b) A full statistical revaluation.
The term includes "reappraisal," "reassessment," and "value anew". **Rev 601.40**

Sale Validation means the process of verifying a real estate sale transaction to determine whether the sale was a valid or an invalid indicator of the market value of the sold property. The term includes "sale verification" and "sale qualification." **Rev 601.41**

Statistical Testing means the use or application of numerical statistics to understand the results of a reappraisal or the need for a reappraisal. **Rev 601.42**

Uniform Standards of Professional Appraisal Practice (USPAP) means the generally accepted and recognized standards of appraisal practice printed by The Appraisal Foundation as authorized by Congress as the source of appraisal standards and appraiser qualifications. **Rev 601.44**

USPAP Compliant Report means an appraisal report based upon the standards established by the ASB pursuant to RSA 21-J:14-b I, (c.) **Rev 601.45**

DUTIES OF:

OPLC-Certified Building Measurer and Lister Duties Asb 304.01

- (a) An OPLC-certified building measurer and lister may collect data as described in Asb 303.02 for the sales survey.
- (b) An OPLC-certified building measurer and lister shall not validate or invalidate any property sales.
- (c) An OPLC-certified building measurer and lister shall not determine, or change, the quality grade or depreciation of structures.

OPLC-Certified Property Assessor Assistant Duties Asb 304.02 An OPLC-certified property assessor assistant may, under the guidance and review of an OPLC-certified property assessor or OPLC-certified property assessor supervisor in accordance with Asb 303.03:

- (a) Appraise various types of real estate for tax purposes; and,
- (b) Validate or invalidate sales for the sales survey.

OPLC-Certified Property Assessor Duties Asb 304.03

- (a) An OPLC-certified property assessor may, in accordance with Asb 303.04:
 - (1) Appraise property for tax purposes including:
 - (a) The annual maintenance of assessments by using sales surveys, charts, and schedules; and,
 - (b) Using cost data established by an OPLC-certified property assessor supervisor during the year of the last revaluation;
 - (2) Validate or invalidate sales for the sales survey; and,
 - (3) Submit a signed and dated statement to the OPLC attesting to the qualifications of a building measurer and lister working under the OPLC-certified property assessor's supervision to be true, accurate and correct.
- (b) An OPLC-certified property assessor shall not adjust the cost, land, depreciation, or other tables resulting in a change to the values without the approval of an OPLC-certified property assessor supervisor.

OPLC-Certified Property Assessor Supervisor Duties Asb 304.04 An OPLC-certified property assessor supervisor, may, in accordance with Asb 303.05:

- (a) Exercise general supervision over a revaluation;
- (b) Conduct sales surveys and establish base values for land and buildings;
- (c) Prepare the sales survey;
- (d) Establish charts and schedules to be used in the revaluation;
- (e) Prepare reports;

- (f) Supervise informal reviews of property assessments with the property owner;
- (g) Oversee any revaluation by assisting the municipality to ensure the revaluation is performed in accordance with state laws and rules;
- (h) Assist the municipality to ensure that compliance with the contract is adhered to; and
- (i) Submit a signed and dated statement to the DRA attesting to the qualifications at all levels of certification to be true, accurate and correct.

2. RESPONSIBILITIES AND SERVICES TO BE PERFORMED BY KRT

2.1 Contract Submission

The contract, any revised contract, and the list of personnel assigned to work under the contract, shall be submitted to the DRA for examination and written recommendations of the DRA to be made to Municipality within 10 working days of receipt by the department. No work shall begin without first submitting a copy of the executed contract or agreement to the commissioner along with the names and qualifications of all personnel to be employed under the contract or agreement

2.2 Assessment of all property

2.2.1 KRT shall appraise all taxable property (RSA 72:6) within Municipality in a good and workmanlike manner in accordance with RSA 75:1.

2.2.2 KRT shall appraise all tax exempt and non-taxable property (RSA 74:2) within the taxing jurisdiction of Municipality in the same manner as taxable property.

2.2.3 KRT shall measure, list and verify all sales used to determine benchmarks for the revaluation.

2.2.4 The Municipality shall be responsible for facilitating a CAMA conversion from AssessPro to Avitar. KRT shall utilize the Municipality's Avitar CAMA System to assess properties once the Town has completed the conversion. KRT shall assist with the conversion as needed and for additional compensation as described in Section 2.7.5.

2.3 Completion of Work

2.3.1 KRT shall complete all work and deliver the same in final form to the Municipal assessing officials on or before September 12, 2025.

2.3.2 A penalty of \$200.00 per day shall be paid by KRT for each day required beyond September 12, 2025 for delays caused by KRT.

2.3.3 KRT shall provide Municipality a list of all products to be delivered and dates of delivery thereof. The products include:

- (1) Property record cards in hard copy, electronic or both formats; and
- (2) The USPAP Compliant Appraisal Report; and

- (3) The CAMA System in good, working order; and
- (4) Any other products as deemed necessary by the municipal assessing officials (as described in Section 3).

- 2.3.4 The revaluation shall be considered satisfied and in its final form only when:
- (1) The informal review of assessments has been completed as described in Section 3.6; and
 - (2) Any required value adjustments are made; and
 - (3) The final values are submitted to and accepted by the municipal assessing officials; and
 - (4) All products required by the contract are delivered to Municipality and the DRA; and
 - (5) The DRA has completed its final monitoring report; and
 - (6) The data collection and callbacks are completed; and
 - (7) All other terms of the contract have been satisfied.

2.4 Personnel

- 2.4.1 For grading, classifying, appraising and data collection of all property covered by the contract, KRT shall only employ personnel who are:
- (1) Certified by the OPLC, as defined in the Asb 300 Rules and RSA 21-J:14-f for the level of work they will be performing; and,
 - (2) Approved by the municipal assessing officials.
- 2.4.2 KRT shall not compensate, in any way, a municipal official, employee or any immediate family member of such official or employee in the performance of any work under the contract unless previously disclosed and a prior full-time employee of KRT.
- 2.4.3 Upon approval of the contract and before the revaluation begins, KRT shall provide the DRA and the municipal assessing officials, a list of the OPLC-certified personnel assigned to work under the contract.
- 2.4.4 KRT shall ensure that the OPLC-certified assessor supervisor is proficient in the use and calibration of the CAMA system that will be used to assess the property specified in Section 2.2.
- 2.4.5 KRT shall ensure that the individual(s) assigned to perform data entry are proficient in the use of Municipality's CAMA system.

2.5 Public Relations

- 2.5.1 KRT and the municipal assessing officials, during the progress of the work, shall each use their best efforts to promote full cooperation and amiable relations with taxpayers. All news releases shall be approved by the municipal assessing officials before being released to the news media. KRT, upon request of the municipal assessing officials, shall assist in conjunction with the municipal assessing officials to acquaint the public with the

mechanics and purpose of the revaluation.

2.5.2 KRT shall utilize its website to display public relation documents to include a press release, FAQ and total valuation reports upon completion.

2.6 Confidentiality

2.6.1 KRT, municipal assessing officials or municipal employees shall not disclose any preliminary values to anyone or permit anyone to use or access any data on file during the course of the revaluation project, except the municipal assessing officials and the Commissioner of the DRA, or their respective designees, until the values have been submitted to the municipal assessing officials and made public.

2.7 Compensation and Terms

2.7.1 The Municipality, in consideration of the services to be performed by KRT, agrees to pay KRT the sum of **One Hundred Fifty Five Thousand Dollars (\$155,000.00)** pursuant to the terms of the agreement as defined in Section 3 in the manner as follows:

Revaluation Payments

- 1) Payment 1: \$47,500.00 due April 1, 2025
- 2) Payment 2: \$47,500.00 due October 1, 2025

Data Collection Payments

- 1) Payment 3: \$30,000.00 due December 1, 2025
- 2) Payment 4: \$30,000.00 due July 1, 2026

2.7.2 The itemized cost for the appraisal of special use or utility property if not included in 2.7.1 is/are listed below:

	<u>Map/Lot</u>	<u>Ownership/Name</u>	<u>Appraised By</u>
<u>Cost:</u>	N/A	N/A	N/A

2.7.3 KRT will submit invoices as described above, less fifteen percent (15%) for retainage. All invoices will be paid within thirty (30) days of receipt.

2.7.4 Revaluation retainage in the amount of Fourteen Thousand Two Hundred Fifty Dollars (**\$14,250.00**), will be withheld from KRT. The retainage shall be released as indicated below:

(1) \$10,000.00 once the final valuation notices have been mailed after the hearings.

(2) \$4,250.00 once the final USPAP report is received by the Municipality.

Data Collection retainage in the amount of Nine Thousand Dollars (**\$9,000.00**), will be withheld from KRT. The retainage shall be released as indicated below:

(1) \$9,000.00 once the completed data collection source cards have been delivered to the Municipality.

The Municipality shall incur a fifty dollar (**\$50.00**) daily penalty for all retainage payments not received within thirty (30) days of invoice date.

2.7.5 KRT shall assist the Municipality and Avitar as needed during the CAMA conversion for an hourly rate of One Hundred Fifty Dollars **(\$150.00/Hour)**. KRT shall assist with the conversion by entering sketches as needed from AssessPro into Avitar for Seven Dollars per sketch **(\$7.00/Sketch)**. All additional time billed for conversion assistance shall be documented and submitted with the invoice.

3. DETAIL OF SERVICES TO BE PERFORMED BY KRT

3.1 Collection of Sale Property Data

- 3.1.1 KRT shall visit each property that sold between April 1, 2024 and March 31, 2025 to verify existing data and conditions of the sale.
- 3.1.2 Vacant land parcels and any attributes that may affect the market value shall be listed accurately. Such attributes may include but not be limited to: number of acres; road frontage; neighborhoods; water frontage; water access; views; topography; easements; deeded restrictions and other factors that might affect the market value.
- 3.1.3 Principal building(s), and any appurtenant building(s), or other improvements, shall be accurately measured and listed to account for the specific elements and details of construction as described in the data collection manual. Such elements and details may include but not be limited to quality of construction; age of structure; depreciation factors; basement area; roofing; exterior cover; flooring; fireplaces; heating & cooling systems; plumbing; story height; number of bathrooms; number of bedrooms; and, other features, attributes, or factors that might affect market value.
- 3.1.4 If KRT is not able to complete an interior inspection, or entrance to a building or parcel of land cannot be obtained as detailed in Section 3.1.5 below, KRT shall:
- (1) Estimate the value of the improvements using the best evidence available; and,
 - (2) Annotate the property record card accordingly.
- 3.1.5 KRT shall complete interior inspection of sale properties except:
- (1) Vacant or unoccupied structures.
 - (2) Where multiple attempts for inspection have been made without success and the owner or occupant has not responded to KRT or the municipal assessing officials' notifications.
 - (3) Where postings prevent access.
 - (4) Unsafe structures.
 - (5) When the owner has refused access to KRT or designee.
 - (6) When inhabitants appear impaired, dangerous or threatening.
 - (7) When instructed by the Municipality to mail data questionnaires in lieu of an interior inspection.

- (8) Any other reason for which the municipal assessing officials agree that the property is inaccessible.

3.1.6 KRT shall provide Municipality with all field data collection cards, worksheets and other documents used in the valuation process.

3.1.7 KRT shall provide monthly progress reports indicating the percentage of completion of the full statistical revaluation to the municipal assessing officials.

3.2 Property Record Cards

3.2.1 KRT shall prepare an individual property record card, for each separate parcel of property in Municipality arranged to show:

- (1) The owner's name, street number, map and lot number or other designation of the property.
- (2) The owner's mailing address.
- (3) Information necessary to derive and understand:
 - (a) The land value.
 - (b) The number of acres of the parcel.
 - (c) The land classification.
 - (d) The adjustments made to land values.
 - (e) The value of the improvements on the land.
 - (f) The accurate description of all improvements whether affecting market value or not.
 - (g) The improvement pricing details.
 - (h) The adjustments made for physical, functional and economic depreciation factors.
- (4) The outline sketch of all principal improvements with dimensions with the street side or waterfront toward the bottom of the diagram.
- (5) The base valuation year.
- (6) The print date of property record card.
- (7) Photograph of the principal building.
- (8) History of the property transfer to include:
 - (a) Date of sale.
 - (b) Consideration amount.
 - (c) Qualification code.
 - (d) Property type noted as either vacant or improved.
- (9) A notation area to record any comments pertaining to the property; and,
- (10) A notation area to record the history of the property, which may include, but not be limited to:
 - (a) Property inspection date.
 - (b) Individual's identification number or initials associated with the inspection.
 - (c) The extent of the inspection.
 - (d) Reason for the inspection.

(e) Any value adjustments.

3.3 Market Analysis

- 3.3.1 An OPLC-certified property assessor supervisor shall conduct the full statistical revaluation market analysis.
- 3.3.2 An OPLC-certified property assessor assistant, under the guidance of an OPLC-certified property assessor or an OPLC-certified property assessor supervisor, may validate or invalidate sales for the market analysis.
- 3.3.3 If requested, the municipal assessing officials shall provide KRT a copy of all property transfers for two (2) years immediately preceding the effective date of the statistical revaluation of April 1, 2025.
- 3.3.4 A market analysis shall be conducted by KRT using accepted mass appraisal methods to determine land, improvements and any other contributory values or factors including:
- (1) A review of all property transfers provided by the municipal assessing officials to KRT.
 - (2) A compilation of all unqualified property transfers into a sales list with appropriate notations for those sales not used in the analysis accompanied by:
 - (a) The parcel map and lot number.
 - (b) The disqualification code.
 - (c) The date of sale.
 - (d) The sale price.
 - (3) A compilation of all qualified property transfers into a sales list with appropriate notations for those sales used in the analysis accompanied by:
 - (a) The parcel map and lot number.
 - (b) The date of sale.
 - (c) The sale price.
 - (d) The newly established value.
 - (e) A photocopy or printout of the property record card for each property transferred.
 - (f) A photograph of the principal improvements attached thereto.
 - (4) Estimated land values with the documented results, as follows:
 - (a) Utilizing vacant land sales whenever possible.
 - (b) In the absence of an adequate number of vacant land sales, the land residual method or other recognized land valuation methodologies shall be used to assist in the determination of land unit values.
 - (5) The Indicated land values shall be documented as:
 - (a) Site.
 - (b) Front or square foot.
 - (c) Base acre.

- (d) Excess acre units and/or,
- (e) Other appropriate units of comparison.
- (6) An analysis section to include:
 - (a) The sale price.
 - (b) Supporting adjustments made in sufficient detail to be understood by the municipal assessing officials and taxpayers.
- (7) The market analysis used to indicate unit values with the documentation of the method(s) employed and any special adjustment factors.
- (8) Tax Maps showing the locations of all qualified sales and the delineation of neighborhoods.

3.3.5 The preliminary market analysis shall:

- (1) Be provided to the municipal assessing officials and the DRA prior to the acceptance of the new values by the municipal assessing officials.
- (2) Be printed in its final form, and provided to the municipal assessing officials and the DRA at the completion of the revaluation as part of the USPAP compliant report and,
- (3) Become property of Municipality and the DRA.

3.3.6 KRT shall conduct a parcel-by-parcel field review to be performed by an OPLC-certified property assessor supervisor. The purpose of this field review shall be to apply the methodology established from the sales analysis to the non-sale properties, correct any mechanical or data errors and to check the accuracy of the CAMA conversion.

3.3.7 KRT shall ensure that a final comprehensive review of the newly established values shall be performed by an OPLC-certified property assessor supervisor utilizing a parcel-by-parcel review of the entire Municipality consisting of running reports and an old-to-new analysis to:

- (1) Ensure that all properties are valued at their highest and best use and,
- (2) Ensure that the methodology established from the sales analysis has been consistently applied to all non-sale properties.

3.3.8 Any supporting documentation supplied, provided or utilized by KRT in the process of compiling the market analysis, such as but not limited to: sales verification sheets; rental/expense statements and questionnaires; KRT cost estimates; sales listing sheets; final review notes; etc., shall be relinquished to and become property of Municipality.

3.4 Approaches to Value

3.4.1 The valuation of property for the revaluation shall be completed by utilizing recognized approaches to value, which may include, but not be limited to:

3.4.2 Cost Approach:

- (1) The cost approach, when utilized, shall be implemented by calibrating

and applying land valuation tables, building valuation tables and unit costs as follows:

- (a) Investigate, with documented analysis, land values for residential, commercial, industrial and any other special use properties in the area.
 - (b) Document the land valuation tables and unit costs by including statistical testing to compare the calculated preliminary land value to the sale properties to ensure accuracy before the land valuation tables and unit costs are implemented.
 - (c) Document the development of the units of comparison that shall be used for the base land prices, which may include, but not limited to site, front foot, square foot, base acre, excess acre and other appropriate units of comparison.
 - (d) Document site specific characteristic land adjustments, which may include, but not be limited to topography, view, size, location and access and,
 - (e) Document the calibration of land tables and models.
- (2) In developing building cost tables, KRT shall provide the following:
- (a) Investigate, with documented analysis, the building costs of residential, commercial, industrial and any other special use properties in the area.
 - (b) Document the testing of KRT's building valuation tables and unit costs by comparing the calculated preliminary building value to the sale properties, for which the building costs are known, to ensure accuracy before the building valuation tables and unit costs are implemented.
 - (c) The building cost tables shall consist of unit prices based upon relevant factors, which may include, but not be limited to: specifications for various types of improvements; the quality of construction; the building customs and practices within the Municipality; various story heights and square foot areas adequate for the valuation of all types of buildings and other improvements to the land; tables for additions and deductions for variations from the base cost improvement specifications; and, tables for depreciation based upon age and condition of the improvements and,
 - (d) Document the calibration of all building cost tables and models.

3.4.3 Income Approach:

- (1) The income approach will not be used as there are too few commercial properties to collect enough data to build a reliable income model.

3.4.4 Market-Sales Comparison Approach:

- (1) The market-sales comparison approach, when utilized, shall be implemented by calibrating and applying valuation models as follows:
 - (a) KRT shall qualify, analyze, and use sales as direct units of

comparison in the valuation of residential, commercial, industrial and any other special use properties.

- (b) Investigate with documented analysis comparable sales.
- (c) Document the adjustments for specifics, which may include, but not be limited to location, time, size, features, and condition,
- (d) Document how the adjustments were derived.
- (e) Document final value reconciliation and,
- (f) Document calibration of all sales comparison tables and models.

3.4.5 In the utilization of the appraisal approaches to valuation, KRT shall make and document adjustments made to properties for depreciation factors, which may include, but not be limited to: physical; functional; and, economic conditions.

3.5 Utility and Special Use Properties

3.5.1 KRT shall be responsible for the valuation of poles and conduits, unless the Town is under contract with another vendor for this service.

3.5.2 KRT shall NOT be responsible for the valuation of any utility properties. KRT recommends the Town contract the services for the difference through a separate vendor or use values established by DRA.

3.6 Value Notification and Informal Reviews

3.6.1 KRT shall provide to the municipal assessing officials:

- (1) A list of the newly established values for review.
- (2) A preliminary value analysis with a copy delivered to the DRA for review and,
- (3) The informal review schedule in advance.

3.6.2 KRT shall mail, first class, to all property owners, the notification of the newly established value of their property by sending to the property owner a letter to the owner stating the newly established value of their property and whether KRT has either:

- (1) Published a list of all property owners containing the newly established valuations for all properties within Municipality in an identified newspaper of general circulation or online for the entire Municipality or,
- (2) Posted in two (2) identified public places within Municipality a list of all property owners and the newly established values of the entire Municipality.

3.6.3 The notification of newly established values shall contain the details of the informal review process, instructions on scheduling an informal review; and the time frame in which informal reviews shall be scheduled.

3.6.4 The notification of newly established values shall contain instructions in

regard to the appeal process for abatements pursuant to RSA 76:16, RSA 76:16-a and RSA 76:17.

- 3.6.5 After mailing or posting of the notification of newly established values, KRT shall ensure that an informal review of the newly established property values is provided to all property owners who may, within the time prescribed by the contract, request such a review.
- 3.6.6 Notwithstanding Section 2.6 of this contract (Confidentiality), KRT shall make available to all property owners the property record card and market analysis related to their newly established property value(s).
- 3.6.7 KRT shall notify, by first class mail, all property owners addressed during the informal reviews and indicate whether a change in value resulted and the amount thereof.
- 3.6.8 All documentation utilized or obtained during the informal review process shall be relinquished to the municipal assessing officials.

3.7 Appraisal Reporting and Appraisal Manuals

- 3.7.1 KRT shall provide a USPAP compliant appraisal report within thirty days of the MS-1 filing pursuant to RSA 21-J:14-b,1,(c): The report shall comply with the most recent edition of the USPAP Standard 6. The report shall contain, at a minimum, the following:
 - (1) A letter of transmittal to include a signed and dated certification statement.
 - (2) Sections detailing:
 - (a) The scope of work.
 - (b) The development of values.
 - (c) Time trending analysis.
 - (d) Land and neighborhood data.
 - (e) Improved property data.
 - (f) Statistical testing, analysis, and quality control and,
 - (g) The development of approaches to value used in the valuation of properties.
 - (3) Appendices which may include, but not be limited to:
 - (a) Work plan.
 - (b) Neighborhood maps.
 - (c) Names and levels of OPLC-certified individuals authoring or assisting with the development of the USPAP compliant report.
 - (d) CAMA system codes.
 - (e) Identification and description of zoning districts.
 - (f) Qualified and unqualified sale codes and,
 - (g) Other useful definitions or information.
 - (4) Instructions, or as a separate document, adequate instructions for the municipal assessing officials to:

- (a) Understand the valuation methodologies employed.
- (b) Understand the market and neighborhood adjustments and,
- (c) Understand the conclusions of the appraisal report.

3.7.2 KRT shall provide a USPAP compliant report to the municipal assessing officials, to be retained by the municipal assessing officials until the next revaluation and a copy to the DRA.

3.7.3 KRT shall provide a USPAP compliant report to the municipal assessing officials for any special use properties or utilities included in Section 2.7.2, and a copy to the DRA.

3.7.4 KRT shall provide a data collection manual, to be included within the USPAP report, or as a separate document, which may include but not be limited to:

- (1) A description of building characteristics, yard items, site improvements, site characteristics, road frontage, water frontage, water access, topography and view.
- (2) A glossary and description of all codes used within the data collection and on property record cards.
- (3) A description of all grading factors utilized, which may include, but may not be limited to condition factors, quality, depreciation, amenity values, and other factors or conditions and,
- (4) A glossary and description of the coding used for visitation history.

3.8 Defense of Values

3.8.1 KRT shall be responsible for the review of abatement applications filed by March 1, 2026.

3.8.2 KRT shall not be responsible for the defense of property tax abatement appeals that are timely filed with the Board of Tax and Land Appeals (BTLA) or Superior Court pursuant to RSA 76:16-a and RSA 76:17.

4. RESPONSIBILITIES OF MUNICIPALITY

4.1 The municipal assessing officials shall identify to KRT, in writing, which properties within the taxing jurisdiction are exempt from taxation.

4.2 The municipal assessing officials shall furnish to KRT information such as but not be limited to: the current ownership information of all property; the physical location of all property; property address changes within Municipality; all property transfer information; a set of current tax maps; zoning maps; plans; building permits; subdivisions; boundary line adjustments and mergers; and other information as specified by KRT for the services being provided.

4.3 The municipal assessing officials shall keep KRT informed of all sales of property that occur during the progress of the revaluation.

- 4.4 The municipal assessing officials shall make corrections to tax maps as of April 1 of the revaluation year where lots have been subdivided, or apportioned, and notify KRT of all ownership and name and address changes.
- 4.5 If requested, suitable office space and equipment, as specified by KRT, for the use of KRT's personnel in the performance of the appraisal work shall be provided.

5. INDEMNIFICATIONS AND INSURANCE

- 5.1 KRT agrees to defend and indemnify the Municipality, its officials, agents, volunteers and employees with which it is contracting, against claims for bodily injury, death and property damage which arises in the course of KRT's performance of the contract and with respect to which Municipality, with which it is contracting, shall be free from negligence on the part of itself, its employees and agents.
- 5.2 KRT shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are beyond KRT's reasonable control.
- 5.3 KRT shall maintain public liability insurance, automobile liability insurance and workmen's compensation insurance unless KRT is not required to do so by New Hampshire state law or as otherwise agreed upon.
 - 5.3.1 The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability, and \$1,000,000 each occurrence for property damage liability; and,
 - 5.3.2 The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability.
 - 5.3.3 Professional Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 5.4 Prior to starting the revaluation, KRT shall provide certificates of insurance by a State of NH licensed insurer confirming the required insurance coverage for Municipality with which KRT is contracting and naming the Municipality, its officials, agents, volunteers and employees additionally insured on the General and Automobile liability policies on a primary and noncontributory basis.
- 5.5 KRT shall provide Municipality and the DRA a ten (10) day advance written notice of the cancellation or material change in the required insurance coverage.

6. PERFORMANCE BOND

6.1 In-lieu of a performance bond, the Municipality shall hold fifteen percent (15%) retainage for a total of **\$23,250.00**.

7. ESTIMATED SIZE OF REVALUATION

7.1 It is agreed between the parties that the entire revaluation consists of an estimate of 2,044 parcels as defined by RSA 75:9. KRT shall be entitled to additional remuneration of **\$75.00** for each parcel that exceeds 2,075.

8. REVALUATION TIMELINE/PERSONNEL

8.1 The proposed timeline is for informational purposes only. The only date subject to penalty is the Revaluation Project Completion Penalty date of September 12, 2025. This project shall begin at any time with a start-up meeting with KRT, Municipality and DRA. Below is the timeline:

Task	Start Date	Completion Date
Start-Up Meeting	03/10/25	03/14/25
Public Relations	On-going	
CAMA Conversion	02/24/25	05/02/25
Conversion Review	05/05/25	06/06/25
Field Review Sales	06/09/25	06/13/25
Update Tables	06/16/25	07/04/25
Field Review	07/07/25	07/25/25
Final Valuations	07/28/25	08/08/25
Town Review	08/11/25	08/22/25
Impact Notices	08/25/25	08/29/25
Informal Hearings/Review	09/01/25	09/12/25
Final Revaluation Products Delivered	09/08/25	09/12/25
Data Collection/Entry	12/01/25	06/05/26
Contract Completion		06/12/26

8.2 Below is a list of personnel that will be working on the project with their NHOPLC Certification status:

- | | |
|--------------------|--------------------|
| 1) Robert Tozier | Supervisor |
| 2) Kenneth Rodgers | Supervisor |
| 3) Kevin Leen | Supervisor |
| 4) Doug Rollins | Assessor |
| 5) Gerry Lortie | Assistant Assessor |

9. DATA COLLECTION POST REVALUATION

9.1: Before starting the data collection, KRT shall meet with the Town to review the project steps and data collection guidelines. KRT shall also mail out a postcard to all property owners in Brentwood making them aware of an upcoming visit from KRT.

9.2: KRT will conduct an on-site exterior measurement and interior inspection of all properties beginning in December 2025 and completed by June 5, 2026. All KRT employees will have proper identification (KRT Badge or Town ID) as well as a letter from the Town with a vehicle description and purpose for visiting the property.

9.3: KRT will verify all information on the property record card. This includes all construction detail, sketch measurements, year built, property condition, yard items/extra features, notes and land detail information. A visit history code with the employee's initials and date will be added for each visit to the property.

9.4: KRT will input all data changes into the Avitar CAMA system.

9.5: For each property where an owner wasn't home or was unavailable for an interior inspection at the initial visit, a letter will be sent requesting a phone call to set up an appointment for an interior inspection.

9.6: KRT will update the Town's image file by taking a new photo of all improved properties within the Town. This photo will be at least six megapixels and loaded into the CAMA System.

10. SIGNATURE PAGE

TOWN OF BRENTWOOD, NH

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

KRT APPRAISAL

By: _____

Date: _____

Robert A. Tozier, Vice President

Witness

ASSESSING SERVICES CONTRACT

SUBJECT: ASSESSING SERVICES means the making of appraisals, reappraisals, assessments, or providing other services on behalf of municipal assessing officials for the statutory administration of property valuation and assessment including but not limited to those pursuant to RSA 75:1. Services under this contract are for Assessment Administration.

The Town of Brentwood, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called Municipality; and Whitney Consulting Group, LLC, a business organization existing under the laws of the State of New Hampshire, and having a principal place of business at, 69 Grove Avenue, Salem, NH, hereinafter called Contractor, hereby mutually agree as follows:

INITIAL CONTRACT COVERAGE PERIOD: March 10, 2025, through June 9, 2025
OPTIONAL CONTRACT COVERAGE PERIODS: June 10, 2025, through September 9, 2025;
September 10, 2025, through December 9, 2025; and December 10, 2025, through March 10, 2026.

GENERAL PROVISIONS

1. PARTIES

1.1 Name of Municipality:	<u>Town of Brentwood</u>
1.2 Mailing Address of Municipality:	<u>1 Dalton Road, Brentwood, NH 03833</u>
1.3 Contracting Official(s) name(s) and tile(s) for the Municipality:	<u>Andria Hansen, Town Administrator</u>
1.4 Telephone number:	<u>603-642-6400 Ext. 110</u>
1.5 E-mail Address, if applicable:	<u>townadministrator@brentwoodnh.gov</u>
<hr/>	
1.6 Name of Contractor:	<u>Whitney Consulting Group, LLC</u>
1.7 Mailing Address of Contractor:	<u>P.O. Box 514, Salem, NH 03079</u>
1.8 Principal Place of Business:	<u>69 Grove Avenue, Salem, NH 03079</u>
1.9 E-mail Address, if applicable:	<u>stevehamilton.wcg@gmail.com</u>
1.10 Telephone number:	<u>(603) 560-0629</u>
1.11 Name and Title of Authorized Contractor:	<u>Stephan W. Hamilton, President</u>
1.12 Type of Business Organization:	<u>Single Member LLC</u>

2. ASSESSING RESPONSIBILITIES AND SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 Contract Submission

Prior to starting any appraisal work for a municipality, or executing a contract for assessment services, the contract, any revised contract, and the list of personnel assigned to work under the contract, shall be submitted to the DRA for examination and written recommendations of the DRA to be made to Municipality within 10 working days of receipt by the department. No work shall begin without first submitting a copy of the executed contract or agreement to the commissioner along with the names and qualifications of all personnel to be employed under the contract or agreement.

The Contractor will not assign or in any way transfer any interest in this Agreement without the prior written consent of the contracting official.

2.1.1 Standard Contract Services

- (1) Contractor shall act as the in-office Assessing Official on behalf of Municipality for the duration of the contract period and shall conduct and/or supervise the regular activities of the Assessing Department following a general pattern of one (1) days per week for a total of thirteen days during the initial contract period, and any subsequent executed optional periods.
- (2) Additional days may be requested by Municipality and will be provided by Contractor based on availability of additional resources of the Contractor.
- (3) Upon request, Contractor shall be available to meet with Municipality officials for any assessing or budget matters.
- (4) Contractor shall, if necessary, complete data entry for and prepare and print tax warrants.
- (5) Contractor shall provide support to the Board of Selectmen in the conduct of their meetings.
- (6) Contractor shall assist taxpayers who make application for tax credits, personal exemptions and institutional exemptions.
- (7) Contractor shall provide representation at meetings with the DRA to ensure the Municipality is meeting the Assessing Standard Board (ASB) standards and statutory requirements as they pertain to the assessing contract.
- (8) Contractor shall complete the annual assessment-to-sales ratio studies for the purpose of assuring Municipality that the resultant estimate of Total Equalized Value is accurate.

2.2 Contract Personnel

- 2.2.1 Work shall be completed by Contractor staff having appropriate qualifications and possessing a certification required for that level of work. Approval of Contractor personnel will be subject to approval by the Town Administrator, which shall not be unreasonably denied.
- 2.2.3 Contractor shall not compensate, in any way, a municipal official, employee or any immediate family member of such official or employee in the performance of any work under the contract unless previously disclosed and a prior full-time employee of Contractor.
- 2.2.4 Upon approval of the contract and before the assessing services begin, Contractor shall provide to the DRA and Municipality a list of the NH certified personnel and level of personnel assigned to work under the contract.

2.3 Public Relations

2.3.1 Contractor and Municipality during the progress of the work shall each use their best efforts to promote full cooperation and amiable relations with taxpayers. All publicity and news releases shall be approved by the Town Administrator and Board of Selectmen before being released to the news media. Contractor, upon request of Municipality shall aid in conjunction with Town officials to acquaint the public with the mechanics and purposes of property tax assessing.

2.4 Confidentiality

2.4.1 Contractor, municipal officials or municipal employees shall not disclose any information, except to Municipality officials and the Commissioner of the DRA, or their respective designees, until the information submitted to the Municipality officials has been made public.

2.6 Compensation and Terms

2.6.1 Municipality, in consideration of the services hereunder to be performed by Contractor, agrees to pay Contractor the sum of \$900.00 per service day up to \$11,700 per initial and option period. Invoices for completed work will be issued on the 1st of each month following completion of the work and is inclusive of any required travel or incidental costs.

2.6.2 Permit inspections will be billed at \$50.00 per inspection. It is estimated that 45 permits will be inspected in the initial contract period, and that 45 inspections will be made in each of the option periods that will be invoiced on the first of each month following completion. The total estimated cost for inspections per period is \$2,250.

2.6.3 Upon direct request by Municipality for defense of value services, the terms for compensation to be paid by Municipality for assessing services to support and defend assessments that are appealed to the BTLA or superior court, plus expenses is: \$1,500 per day/\$800 per half day for any fraction of a day up to one half day.

2.6.4 Additional days provided by Contractor as provided in Section 2.1.1 (2) shall be invoiced at the same rate and terms as in Section 2.6.1.

2.6.5 Except as provided in Sections 2.6.3 and 2.6.4, the stated not to exceed compensation in 2.6.1 represents the total payment for all contracted services.

3. OTHER SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Defense of Values

3.3.1 Contractor shall review all tax year 2024 local abatement claims and provide to Municipality a written recommendation for each claim made.

3.3.1 Contractor shall assist and support the processing of local assessment abatement applications and local abatement appeals.

3.3.2 All documentation utilized or obtained during the defense of value process shall be retained by Municipality upon completion of the case or the completion of this contract, whichever is sooner.

3.3.3 Services provided for local abatement claims are included in the basic days of service.

3.3.4 Appeals (pending or otherwise) of abatements will be defended by Contractor and invoiced pursuant to Section 2.6.3.

4. RESPONSIBILITIES OF MUNICIPALITY

- 4.1 Municipality officials shall identify to Contractor, in writing, which properties within the taxing jurisdiction are exempt from taxation.
- 4.2 Municipality officials shall furnish to Contractor information such as but not limited to: ownership of all property in the Municipality; a set of current tax maps; zoning maps; charts; plans; building permits; sales information; and additional copies if requested by the Contractor.
- 4.3 Municipality officials shall keep the Contractor informed of all sales of property.
- 4.4 Municipality officials shall make corrections to tax maps as of April 1 of the tax year where lots have been subdivided, or apportioned, and notify the Contractor of all ownership and name and address changes of which it has knowledge.
- 4.5 Municipality shall arrange and maintain remote access to the assessing software through a virtual private network connection or similar.
- 4.6 Municipality shall provide suitable office space and equipment for the use of the Contractor in performing its work.

5. INDEMNIFICATIONS AND INSURANCE

- 5.1 The Contractor agrees to defend and indemnify the Municipality against claims for bodily injury, death and property damage that arises in the course of the Contractor's performance of this agreement and with respect to which the Municipality is free from negligence on the part of itself, its employees and agents.
- 5.2 The Contractor shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances, which are beyond the Contractor's reasonable control.
- 5.3 The Contractor shall maintain Public Liability Insurance, Automobile Liability Insurance and Workmen's Compensation Insurance. Municipality shall be named as an additional insured.
 - 5.3.1 The Public Liability Insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$2,000,000 each person and \$2,000,000 each occurrence for bodily injury liability, and \$2,000,000 each occurrence for property damage liability.
 - 5.3.2 The Automobile Liability Insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability.
- 5.4 The Contractor shall provide certificates of insurance to the Municipality and the DRA before starting the contracted work confirming the required insurance coverage and providing that the Municipality shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

6. TERMINATION RIGHTS

- 6.1 It is agreed by the parties that the terms of this contract may be terminated by Municipality for any reason upon provision of thirty (30) days written notice, and final termination of the contract will be on the last day of the notice period.
- 6.2 If such termination is initiated, Contractor shall provide to Municipality all work completed to that point and an invoice of all work completed through the last day of the notice period within thirty (30)

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days of that day. Municipality agrees to promptly pay all outstanding invoices, including the final invoice.

7. ADDENDUMS, AMENDMENTS AND APPENDICES

7.1 Addendums, amendments and appendixes pertaining to this contract may be added only by separate instrument in writing and shall meet all requirements of Rev. 602.

8. SIGNATURES

Date: _____

In the Presence of:

Town of Brentwood

Witness Signature

By Authorized Municipal Agent:

In the Presence of:

By Contractor:

Witness Signature

Stephan W. Hamilton
President

Town of Brentwood, NH
1 Dalton Road
Brentwood, NH 03833

INVESTMENT POLICY

I. SCOPE:

This investment policy establishes a framework for the safe and prudent investment of the Town's short-term operating funds. Longer term funds, particularly those overseen by the Trustees of the Trust Funds, are covered by a separate policy.

This policy applies to the financial assets of all departments of the Town and is the investment policy that applies to all transactions involving those assets and related activity of all the foregoing funds. These funds are accounted for in the Town's annual financial report and include any new funds created by the Town Meeting or the Board of Selectmen, unless specifically exempted by the articles of its creation.

This policy also provides guidance and direction for elected officials and staff in the daily conduct of investing activity in addition to improving consistency, creating and defining accountability and in ensuring that laws are followed.

II. OBJECTIVES:

The primary objectives, in priority order, of investment activities shall be safety, liquidity and yield:

II.1 Safety- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

II.1(a) Credit risk- The town will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

1. Limiting investments to the safest types in accordance with state law, specifically RSA 41:29: Assets of the Town may be invested in the following:

- Obligations fully guaranteed as to principal and interest by the United States government;

- Deposits, including money market accounts, or certificates of deposit, or repurchase agreements, and all other types of interest bearing accounts, of federally insured banks chartered under the laws of the state of New Hampshire or the federal government with a branch within the state;
 - New Hampshire Public Deposit Investment Pool established pursuant to RSA 383:222.
2. Pre-qualifying the financial institutions with which the Town will do business. Depositories shall be selected by the Board of Selectmen. In selecting depositories, the credit worthiness of the institutions shall be considered, and the Treasurer shall conduct a comprehensive review of the prospective depositories' credit characteristics and financial history.

Before accepting funds or engaging in investment transactions with the Town, the supervising officer at each depository shall submit a document certifying that the officer has reviewed the investment policies and objectives and agrees to disclose potential conflicts or risks to public funds that might arise out of transactions between the depository and the Town. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the Town's funds.

3. Any financial institution with which the Town conducts business shall collateralize uninsured Town funds with securities of the United States government, securities fully guaranteed by agencies of the United States government, or comparable State or domestic corporate securities rated in the two highest rating categories by at least one of the nationally recognized statistical rating agencies. Currently TD Bank contracts with BNY Mellon to provide the collateral. On a daily basis TD Bank reports to Mellon aggregate Town balances in excess of the \$250,000 FDIC insurance coverage limit; Mellon in turn pledges US Government or Government agency securities equal to 102% of the Town's balances. The Town receives a weekly report of the market value for each day's collateral.
4. All depository accounts including investments of the Town must be held in the name of the Town. Town funds may not be held in the name of any agent or custodian without the expressed prior approval of the Board of Selectmen. In the unlikely event that town funds were to be held in the name of an agent or

other custodian, such funds must be fully collateralized as described in Section II.1.a.3, immediately above.

II.1(b) Interest rate risk: The Town will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell investments prior to maturity.
2. Investments of the Town shall be limited to instruments maturing within one year at the time of the purchase.

II.2 Liquidity- The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated, taking into account large routine expenditures (payroll and accounts payable) as well as anticipated revenue inflows.

II.3 Yield- The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described herein.

III. GENERAL POLICY: All depository accounts including investments of the Town must be held in the name of the Town. All income payable to the Town and all revenue received by the Town shall be forwarded to the Town Treasurer. The Treasurer shall ensure that all moneys remitted shall be deposited at least on a weekly basis, or more frequently whenever funds remitted from all departments collectively total \$1500 or more.

III.1 Standards of Care-

III.1(a) Prudence: The investment policy will be conducted with the "prudent person" standard which requires that investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

III.1(b) Ethics and Conflicts of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict (or appear to conflict) with proper execution of the investment program, or which could impair

their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town of Brentwood.

III.1(c) Delegation of Authority: In accordance with Chapter 41:29 of the RSA, see Appendix A, of the State of New Hampshire, the responsibility for conducting investment transactions resides with the Town Treasurer, with the approval of the Board of Selectmen, except in the instance of capital reserve funds, when the responsibility for conducting investment transactions reside with the Trustees of the Trust Funds, with the approval of the Board of Selectmen, in accordance with RSA 35:9, see Appendix B. In the absence of the Town Treasurer, a duly appointed Deputy Treasurer may conduct investment activity in accordance with this policy. No person may engage in an investment transaction except as provided under the terms of this policy and the internal procedures and controls hereby established.

III.1(d) Policy Review: The Selectmen shall review this policy for the investment of public funds annually in conformance with the provisions of applicable statute, RSA 41:9.vii.

Select Board Chair

Select Board Vice-Chair

Select Board Member

Select Board Member

Select Board Member

Last reviewed by BOS _____

INTER-MUNICIPAL AGREEMENT FOR INTERCEPT SERVICES

THIS AGREEMENT is effective as of the 1st day of March 2025 by and between the Town of Plaistow, New Hampshire, a New Hampshire municipal corporation with an address of 145 Main Street, Plaistow, New Hampshire, and the Municipalities identified in **Exhibit A** of this Inter-Municipal Agreement. Plaistow and all other signatories to this IMA as of the Effective Date or who sign this IMA thereafter shall be referred to throughout as “the Parties.”

I. RECITALS

- a. WHEREAS, municipalities in Rockingham County have been the beneficiary of the Exeter Hospital’s Advanced Life Support Program (the “ALS Program”);
- b. WHEREAS, the Exeter Hospital ALS Program has provided critical life-saving resources through the deployment of paramedics in a specialized “intercept” vehicle that is equipped with medical equipment to communities in Rockingham County where advanced medical care is needed;
- c. WHEREAS, in September of 2024, Exeter Hospital announced its intent to discontinue the ALS Program;
- d. WHEREAS, the termination date for the ALS Program is currently scheduled for March 21, 2025;
- e. WHEREAS, Plaistow wishes to establish an Intercept Car Program to continue the availability of an intercept car to communities in Rockingham County and, if feasible, beyond;
- f. WHEREAS, commencing on March 21, 2025, Plaistow will offer that service to signatory municipalities, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for the covenants and consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged and in accordance with RSA chapter 53-A, the Parties agree as follows.

II. SERVICE.

Plaistow shall establish and maintain a program to deploy paramedics via a specialized vehicle to those municipalities that are Parties to this Agreement (“Intercept Service”) in accordance with the following standards.

- a. Staffing:
 - i. Plaistow shall employ and make available as an “Intercept Clinician” three (3) paramedics to be available on a 24 hours-per-day, seven-days-per-week basis. An “Intercept Clinician” shall be defined as a paramedic that is available to be dispatched to a location where advanced medical care that is above the level that may be administered by an Advanced-EMT (“AEMT”) is or is believed to be necessary.
 - ii. All clinicians associated with the intercept program shall be certified as Paramedics by the New Hampshire Department of Safety, Division of Fire Standards and Emergency Medical Service, Bureau of Emergency Medical Services (“EMS Bureau”).

- iii. The Intercept Clinician shall respond, as directed, when dispatched to a location in need of Intercept Services, provided that the Intercept Clinician is not already deployed to another call.
- iv. Except as expressly provided herein, the operations of the Intercept Program, including, but not limited to, all hiring, promotion, retention, and other personnel matters, day-to-day operations, equipment requisitions and procurement, and scheduling shall be the responsibility of Plaistow and subject to Plaistow's discretion.
- v. Plaistow shall develop internal policies governing the protocols and requirements of the Intercept Clinician as it relates to responding to calls for service and interacting with emergency medical services providers employed with other Parties. Such standards shall include standards of cooperation and respect toward any such emergency medical services providers, including the sharing of any patient care plans with providers employed by other communities. Member municipalities shall similarly adopt policies directing employees of any emergency medical service departments of that member municipality to cooperate with Intercept Clinicians and to adhere to all standards and practices related to the provision of emergency medical services. Such policies shall be available for inspection upon request by any Party.
- vi. Plaistow shall provide coverage through Plaistow's selected pooled risk management exchange for all Intercept Clinicians and the Intercept Car(s), such coverage to include professional liability, automotive, worker's compensation (in accordance with statutory limits, and casualty for all Intercept Program vehicles and equipment. Such liability coverage may be provided through Plaistow's umbrella coverage for general municipal operations.
- vii. The Intercept Clinician shall be authorized to triage patients that are not in need of paramedic level services and to direct care of the patient back to the transporting service.
- viii. Upon dispatch, the requesting party shall respond to the incident to which the Intercept Clinician is dispatched with a licensed ambulance fully staffed with emergency medical service providers having a certification of EMT-Basic or better by the EMS Bureau sufficient for at least a Basic Life Support ("BLS") response. The Intercept Clinician shall not be considered as the second required certified crew member per the regulations of the EMS Bureau.

b. Dispatch:

- i. The Intercept Clinician and Intercept Car shall be stationed at the Plaistow Fire Station, 145 Main Street, Plaistow, New Hampshire. Staffing permitted, a second Intercept Clinician and Intercept Car shall be stationed at Brentwood Fire Station, 419 Middle Road, Brentwood, New Hampshire.
- ii. Plaistow reserves the right to identify additional locations to station the Intercept Clinician and Intercept Car or additional Intercept Clinicians and Intercept Cars.
- iii. Simultaneous Dispatch
 - 1. Whenever it is deemed by the applicable dispatcher(s) that the circumstances of an emergency medical call meet the criteria for simultaneous dispatch, i.e. dispatch of transporting services and the Intercept Clinician, then the dispatcher shall be authorized to

simultaneously dispatch both the emergency medical services of the Town or other transporting services from which the medical originates and the Intercept Service.

iv. Dispatch Upon Request of Transporting Ambulance:

1. Whenever Intercept Service is deemed advisable by dispatch based on information provided at the scene, during transport, or upon request of the transporting ambulance, the dispatcher shall be authorized to dispatch the Intercept Service to the medical call.

v. Unavailability of the Intercept Clinician

1. The provision of Paramedic Intercept Services under the terms of this Agreement shall not be construed to guarantee or warrant the availability of an Intercept Clinician in the event of clinicians of the Intercept Services are previously committed or otherwise unavailable. In such case, the Plaistow Dispatch Center will inform the requesting party that there are no clinicians available. The requesting party will be responsible for seeking other appropriate assistance.

vi. Diversion

1. The Intercept Clinician reserves the right to divert to another call when, in the judgment of the Intercept Clinician, the Intercept Clinician determines that the public interest is better served by responding to that other call. In making such determination, the Intercept Clinician shall consider the nature of the medical calls, the seriousness of the injury or patient condition, the complexity of emergency medical services to be provided, the potential availability of alternative emergency medical personnel to respond, and such other factors as are appropriate. In the event of a diversion, dispatch shall notify the original requesting party of the diversion.

c. Training:

- i. Plaistow shall provide opportunities to all Intercept Clinicians to obtain best-in-class training and continuing education. Such training opportunities may include, but shall not be limited to, Rapid Sequence Intubation, Mechanical Ventilation, Fundamental Critical Care Support, International Board of Specialty Certifications amongst such other classes as Plaistow determines to be relevant for the training/certification of Intercept Clinicians
- ii. Plaistow shall provide opportunities to all contracted town EMS employees to obtain best-in-class training and continuing education. Such training opportunities may include, but shall not be limited to, Pre-Hospital Trauma Life Support, Tactical Emergency Casualty Care, Advanced Medical Life Support, Emergency Pediatric Care, Geriatric Education for EMS, Advanced Medical Life Support, amongst such other classes as Plaistow determines to be relevant for the training for the regional emergency medical services system.
- iii. All such training opportunities shall be subject to any monies allocated for training to the program for the Intercept Program.

d. Equipment:

- i. Plaistow shall provide a vehicle for use as an Intercept Car. Such car shall be appropriate for use as an intercept car. Plaistow shall be responsible for the maintenance and repair of said vehicle.
- ii. All personal property, vehicles, items, and equipment used or employed by Plaistow in the provision of Intercept Services, or used in the administration of the Intercept Program shall be deemed property of Plaistow.
- iii. If the event that the Town of Plaistow terminates the Intercept Program, the Intercept Car(s) and associated medical equipment related to the Intercept Program will be offered to be donated to another municipal service provider(s) that is/are willing to continue regional intercept program that would be comparable to this Intercept Program. Any such donation shall be subject to the final approval of the Town of Plaistow, but shall, at the least, be accompanied by a commitment to the donating community to operate for at least one (1) year from the date of donation.

e. Quality Control:

- i. Plaistow shall develop a system for ensuring quality assurance and quality control of the Intercept Services. Such system shall include a protocol for Intercept Clinicians to contact emergency medical services departments of member municipalities following a deployment to that member municipality to address any concerns regarding the care provided by any Intercept Clinician or emergency medical services provider and identify any strengths or weaknesses of any emergency medical services provider.
- ii. In the event that a member municipality has a grievance related to the provision of Intercept Services provided by an Intercept Clinician that cannot be addressed through a discussion held in accordance with Article II, Section (e)(i), a Fire Chief of a member municipality may file a grievance with the Chief of the Plaistow Fire Department within ten (10) business days of the date that the member municipality became aware or reasonably should have become aware of the grievance.
 1. A grievance for the purpose of this Article II, Section (e)(ii) shall be defined as any alleged breach of the standard of care to be provided by the Intercept Clinician under the terms of this agreement.
 2. The Plaistow Fire Chief shall respond to the grievance within twenty (20) business days by either sustaining the grievance, denying the grievance, or identifying a reasonable amount of additional time necessary to administer the grievance. In the event that a grievance is sustained, the Plaistow Fire Chief shall take appropriate action to address the grievance in accordance with the provisions of the Plaistow Personnel Policies, any applicable collective bargaining agreement, and applicable regulations of the Plaistow Fire Department.
 3. The decision of the Plaistow Fire Chief on a grievance shall be considered final, provided that nothing contained herein shall be construed as preventing any Party from reporting a violation of any statute, rule, or regulation related to the provision of Emergency Medical Services to any law enforcement, administrative, or regulatory agency.

- f. Revenue: Plaistow shall, to the extent permissible, seek to bill the transporting ambulance town at the following rates for emergency medical services provided by the Intercept Clinician:

ALS1: \$85.35; and
ALS2: \$327.18.

There shall be no charge for cancelations. Revenues received from emergency medical services provided by an Intercept Clinician pursuant to the Intercept Program shall be separately accounted for and shall only be expended for the purposes of the Intercept Program for such time as the Intercept Program remains in operation. The intercept invoices will be consolidated and billed once per calendar month to each participating community. The invoice will be mailed to the address listed below for each community. Intercept invoices shall be paid within thirty (30) days of receipt. In the event that an Intercept Invoice remains for a period of more than thirty (30) days, any unpaid balance shall accrue interest at a rate of eighteen percent (18%) per annum until the unpaid invoice is paid. In the event that an invoice remains unpaid for longer than thirty (30) days, the Town of Plaistow may issue a Notice of Arrearage to the subject community identifying that, if the balance is not paid within thirty (30) days, the Town of Plaistow may dissociate the subject community from the Intercept Program.

III. TERM

This Agreement shall be for a thirteen (13) month term, commencing on March 1, 2025, at 12:00 a.m. and terminating on March 31, 2026, at 11:59 p.m. (“Current Term”).

- a. This Agreement shall be terminated on March 31, 2026 at 11:59 p.m. All Intercept Services shall terminate as of 12:00 a.m. on April 1, 2026 unless a successor agreement has been approved by the Town of Plaistow and member municipalities.
- b. The Town of Plaistow reserves the right to terminate the Intercept Program provided that the Town of Plaistow provides ninety (90) days’ written notice to the member municipalities.
- c. A member municipality may withdraw from this Agreement provided the member municipality provides ninety (90) days’ written notice to the Town of Plaistow and the other member municipalities.
- d. Notwithstanding the foregoing, the Town of Plaistow may disassociate a member municipality for that member municipality’s failure to pay an invoice for medical services in accordance with the procedures set forth in Article II, Section (f). Further, the Town of Plaistow may disassociate a member municipality upon that member municipality’s material breach of the covenants and conditions set forth in this Agreement, provided that the Town of Plaistow has provided that member municipality with a Notice of Disassociation specifying the breach by that member municipality and that member municipality has failed to cure that breach within thirty (30) days’ receipt of the Notice of Disassociation.

- e. In the event that additional communities seek to enroll in the Intercept Program, they shall be deemed a party to this Agreement upon the date that communities' execution of this Agreement, provided that under no circumstances shall the enrollment of any municipality after the Effective Date be construed as altering the Current Term beyond March 31, 2026.

IV. TRANSPARENCY

- a. Upon request, the Plaistow Fire Chief or the Deputy Chief of EMS will agree to meet with any Fire Chief, Town Manager, Town Administrator, or any member of a member municipality's governing body to:
 - i. discuss the level and quality of Services provided by the Department;
 - ii. review the revenue and expenses for the Department; and
 - iii. vote upon such matters that are expressly delegated to the AAC pursuant to this Agreement.
- b. Annually, Plaistow shall provide updates as to any needed capital expenses related to the operation of the Intercept Program.
- c. Any member municipality may make recommendations to Plaistow related to any appropriations, expenditures, or other fiscal or operational concerns related to the operation of the Intercept Program.

V. BUDGET PREPARATION

- a. For the period of March 1, 2025 through March 31, 2026, the Intercept Program shall be fully funded through private donations made to the Town of Plaistow and held in a reserve fund to be used solely for the Intercept Program. Budget and cost allocations for any periods after March 31, 2026 shall be the subject of a successor Agreement.
- b. Plaistow shall make reasonable efforts to prudently manage costs and engage in fiscal responsibility while assuring the current level of proficiency of the Services to be provided under this Agreement.
- c. In advance and anticipation of the negotiation and approval of a successor agreement, Plaistow shall prepare a draft operating budget for the Intercept Program no later than September 1. Said draft operating budget shall be circulated to the member municipalities first quarterly meeting of the calendar year. The member municipalities shall promptly review the draft budget and may make recommendations no later than December 1st of each year. The Town of Plaistow shall strive to finalize its recommended Department operating budget and capital expenditures related to the Intercept Program on or before January 1st of each year to allow the member municipalities the ability to prepare for their annual budget hearings held pursuant to RSA 32:5. If the Intercept Program budget and capital expenditures are not final by January 1st, the Town shall provide the most recent draft of the operating budget and capital expenditures for informational purposes only.
 - i. The failure of any member municipality to meet and review the draft budget on or before January 1st shall not preclude Plaistow from finalizing Plaistow's general operating budget or any warrant article using the draft budget for the Intercept Program or any derivation thereof.

- d. The Intercept Program's operating budget shall include all direct operating costs for the upcoming fiscal year. Such operating budget shall include, all personnel costs (wages, benefits, and retirement), equipment and supplies, utilities, operating costs, administrative costs, maintenance expenses, insurances, pooled risk management, and other prudently incurred costs related to the operation of an emergency medical services program. The operating budget shall also include all any lease and equipment costs, all capital reserve appropriations (if any), and all other appropriations that Plaistow determines appropriate to replace capital equipment or make capital improvements related to the Intercept Program.

VI. INDEMNIFICATION

- a. The Parties agree to indemnify, defend, and hold each other (including their officials, employees, agents, board members, successors, and assigns) harmless from any and all claims, injuries, damages, losses, demands, causes of action, judgments, orders, liabilities, obligations, fines, penalties, and costs (including reasonable attorney's fees), arising out of any claim of death, injury, or property damage due, in whole or in part, to the negligent, reckless or intentional misconduct of that Parties employees, agents, officials, volunteers, contractors, or subcontractors. Any such indemnification shall be without derogation, alteration, or waiver to any and all privileges, defenses, and immunities arising under the law.

VII. MISCELLANEOUS

- a. The Parties agree that the terms of this Agreement shall be binding upon the Parties' heirs, agents, successors, and assigns.
- b. The Intercept Services to be provided by Plaistow are for the sole benefit of the member municipalities and are not for the benefit of any individual person, the provision of ambulance services being an emergency service and a governmental discretionary function.
- c. Nothing in this Agreement shall be construed as a waiver, derogation, reduction, or release of any right, immunity, privilege, or limitation of liability available to Plaistow, existing at law or equity, whether established by statute or common law.
- d. In addition to any provisions set forth in Article II, Section (a)(viii), member municipalities shall use best reasonable efforts to make their emergency personnel available to assist an Intercept Clinician in the provision of Intercept Services, including, but not limited to, traffic control, assisting the Department as required to enter a premises safely, or securing a scene to protect Department personnel.
- e. The Parties agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.
- f. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

- g.** This Agreement constitutes the sole and entire understanding among the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements, letters of intent and previous agreements, whether written, oral, electronic or otherwise, relating to the subject matter hereunder.
- h.** Nothing in this Agreement shall be construed as establishing a general partnership, joint venture, or any other form of professional business association.
- i.** In executing this Agreement, the undersigned represent and acknowledge that they have the requisite power and authority to execute this Agreement and to bind the parties for whom they are signing. The undersigned further represent that all required formalities have been followed to make the signatures below legally binding on behalf of all entities that are parties to this Agreement.

EXHIBIT A

Each party is signing this agreement on the date state opposite that party's signature.

Dated: _____

By: Town of Plaistow
_____ Duly Authorized

Dated: _____

By: Town of
_____ Duly Authorized

Dated: _____

By: Town of
_____ Duly Authorized

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By: _____
Duly Authorized

Dated: _____

Town of _____

By: _____
Duly Authorized

Agreement to Occupy Dwelling

THIS AGREEMENT is effective as of the 21st day of March 2025 by and between the Town of Plaistow, New Hampshire, a New Hampshire municipal corporation with an address of 145 Main Street, Plaistow, New Hampshire, and the Town of Brentwood, New Hampshire a New Hampshire municipal corporation with an address of 1 Dalton Road, Brentwood, New Hampshire. The Town of Brentwood NH (hereafter referred to as "The Town") on behalf of the Brentwood Fire Department hereby agrees to allow the Plaistow Regional Paramedic Intercept (Town of Plaistow), (hereafter referred to as Intercept, or Tenant), to occupy the Brentwood Fire House area as specified during site inspection and designated as Intercept area. The term of this Lease Agreement shall begin on March 21, 2025, and continue concurrently with the associated Intercept Agreement Contract in effect. The termination of the Intercept Service Agreement Contract will result in automatic termination of this Lease Agreement and is dependent on the Intercept Service Agreement Contract for being in effect.

The Tenant's obligation for this agreement shall be:

1. The tenant throughout the term of this lease will maintain, at the tenant's sole cost and expense, the following insurance;
 - a. Automobile liability insurance for owned, non-owned, and hired vehicles with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage.
 - b. Worker's Compensation insurance as required by law for all Intercept employees, or in lieu of workmen's compensation insurance, a program of self-insurance complying with the rule's regulations and requirements of the appropriate state agency from time to time.
 - c. Property insurance for the tenant's property and vehicles stored and garaged in the Intercept area. The Tenant shall assume any deductible on the above-described insurance policies.
2. The Tenant agrees to hold both the Town of Brentwood, its officials, employees and volunteers harmless from any and all claims, demands, suits, losses, costs, damages, injuries, attorneys' fees, fines, penalties or expenses arising out of or relating to any and all claims of injury or death of persons, or damage to property occurring or resulting directly or indirectly from the use or occupancy of 419 Middle Road, Brentwood, NH or activities of the Tenant in or about Brentwood Fire Station or the surrounding area.
3. The Tenant shall designate a Site Manager who will be responsible for enforcing the daily terms of this agreement and communicating all issues and concerns to the Fire Chief.

Terms of Occupancy:

This Agreement shall be for a thirteen (13) month term, commencing on March 1, 2025, at 12:00 a.m. and terminating on March 31, 2026, at 11:59 p.m. ("Current Term").

1. This Agreement shall be terminated on March 31, 2026 at 11:59 p.m. unless a successor agreement has been approved by the Town of Plaistow and Town of Brentwood.

2. The Town of Plaistow reserves the right to terminate this agreement provided that the Town of Plaistow provides ninety (90) days' written notice to the Town of Brentwood.
3. The Town of Brentwood reserves the right to terminate this agreement provided that the Town of Brentwood provides a one hundred eighty-three (183) days' written notice to the Town of Plaistow.

Terms of Payment: The Tenant agrees to pay the Town of Brentwood the following:

Year 1, commencing on March 21, 2025, through March 31, 2026 - \$1,000 per month. A single payment of \$12,000 will be issued at the beginning of the contract. If the contract shall end for any reason before the contract end date, The Town, agrees to refund the amount paid at a rate of \$1,000 per full calendar month of the remaining contract.

Year 2, commencing on April 1, 2026 through March 31, 2027 - \$1,000 per month. A single payment of \$12,000 will be issued at the beginning of the contract. If the contract shall end for any reason before the contract end date, The Town, agrees to refund the amount paid at a rate of \$1,000 per full calendar month of the remaining contract.

Terms of Use of Premises:

1. The Tenant shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. The Tenant agrees to daily maintenance of the area specified as The Intercept area as it relates to general upkeep and cleanliness. All cleaning supplies, paper products, office supplies, and other consumables associated with the Intercept occupancy shall be supplied by the Tenant, and not the Town.
2. The Tenant shall not have any animals or pets in or around the premises without written approval of the Brentwood Fire Department.
3. Areas not designated for use by the tenant shall be off limits at all times unless accompanied by an authorized Brentwood Fire Department representative.
4. Fixtures and alterations: the Tenant must obtain prior consent from the Town of Brentwood/Brentwood Fire Department prior to painting, installing fixtures, making alterations, additions or improvements and if permission is granted same they shall become the Town of Brentwood Fire Department property and shall remain on the premises at the termination of the tenancy.
5. Members of the Brentwood Fire Department that are employed by the Tenant and are on paid shift or representing the Tenant are not considered members of the Brentwood Fire Department and subsequently are subject to all conditions of this lease agreement.
6. Use of Appliances and Utensils: the Tenant is prohibited from use of any appliances or cooking utensils owned by the Town of Brentwood/Brentwood Fire Department including refrigerators, stoves, microwave ovens, televisions, VCRs, computers, and building Internet Networks, without prior approval of the

Brentwood Fire Chief. Any use of Tenant supplied appliances shall only be with the approval of the Fire Chief.

7. The Tenant is responsible for the installation, maintenance, and associated utility fees for all radio, telephone, and internet communication equipment used by the Tenant. Basic cable will be provided by the Town of Brentwood.
8. The Tenant shall exercise care in reducing energy costs by minimizing lighting and heating costs. Final control of building temperature shall be at the discretion of the Town.
9. A supplies storage area is provided in the designated Intercept area. Use of any other areas in the building for storage of loose equipment and supplies is expressly prohibited unless approved by the fire chief.
10. Parking by Intercept employees shall only be in the area designated for their use.

Radon Gas: State law requires the following notice to be given: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may represent health risks to people who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in NH. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Tenant/Town of Plaistow Paramedic Intercept

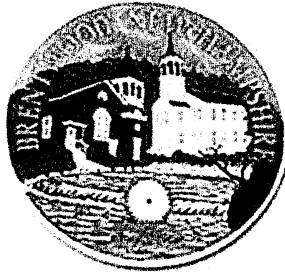
Authorized Signer

Date

Town of Brentwood

Authorized Signer

Date



United States Department of Transportation
Rural and Tribal Assistance Pilot Program
1200 New Jersey Ave SE
Room W12-426
Washington, DC 20590
March 3, 2025

RE: Brentwood Feasibility Study and Conceptual Community Design Plan

Dear Review Committee,

On behalf of the Town of Brentwood, in Rockingham County, New Hampshire, I am writing in support of the town's application for funding from the Rural and Tribal Assistance Pilot Program. Funding would be immediately used to complete a feasibility study enabling the rural Town of Brentwood to retain an experienced and vetted engineering firm to provide a complete plan and provide recommendations for Route 125 and intersecting roadways such as Route 111A, Crawley Falls Road, and Dalton Road.

As the Chairperson of the Town of Brentwood NH Selectboard, I wholeheartedly endorse and support the application to the Rural and Tribal Assistance Pilot Program. The goal of the project is to produce a concept that will provide a safe option to cross a main thoroughfare, Route 125 for pedestrians, cyclists, and vulnerable users, and provide a safe way to connect the Brentwood Recreation center to other Town destinations. The goals of the Rural and Tribal Assistance Pilot Program align well with the goals of the community regarding safety, access, mobility, and connectivity.

Route 125 through Brentwood is known to be one of the most dangerous stretches of roadway in the state and has been the site of multiple fatal crashes within recent years. There is currently no pedestrian or bicycle infrastructure along the roadway or across the roadway, and vehicles turning onto and off of the roadway face challenges due to high traffic volumes and high speeds. These circumstances cause the facility to create a barrier dividing parts of the Town and limiting access for residents.

The Selectboard unanimously supports this grant application and will be willing to provide support for the project in the form of reviews and feedback during the planning and public outreach process.

This letter also serves as an official commitment from the Selectboard, as the governing body of the Town, to provide administrative support to ensure completion of the grant.

In closing, I would like to re-iterate my support (and the support of the entire Selectboard) for this grant application, and I humbly request that the U.S. Department of Transportation approve this application for a Reconnecting Communities and Neighborhoods planning grant for the Town of Brentwood.

Sincerely,

Jennifer Jones
Chairperson
Brentwood NH Selectboard