

**Candia Board of Selectmen  
Agenda**

July 11th, 2022 @ 7:00 pm

**Public Hearing: Safety Facility Committee** –To receive public comment on its intention to expend up to \$64,500 from the capital reserve account fund established by Article 36 of the 2020 Town Meeting. The purpose of the proposed expenditure: to commission the preliminary architectural and engineering design for the Candia Police Facility now under consideration.

**Pledge of Allegiance**

**Roll Call**

**Approval of Minutes:** Public Minutes for June 27th, 2022

**Department Reports:** Highway; Police; Fire; Building; Solid Waste; Budget; Other

**New Business:**

- Fire Department - Recommendation for Appointment

**Old Business:**

- Appoint – Local Board of Health
- LED Conversion

**Other Business:**

- Propose New Ordinance

**Calendar:**

- Next Board of Selectman's Meeting on Monday, July 25th, 2022 @ 7:00pm

**Public Input**

**This public body may enter into one or more nonpublic sessions as permitted under RSA 91-A:3, II(a).**

**Adjourn**

**Payroll and Accounts Payable**

Check Date	Payroll Manifest	Total Amount	Payroll Subtotal	
06/16/22	1214-03	26,331.93	26,331.93	
06/23/22	1215-01	23,333.50	49,665.43	
06/30/22	1216-02	20,947.79	70,613.22	
07/07/22	1217-02	24,745.27	95,358.49	
Check Date	Accts Pay Manifest	Total Amount	Accts Pay Subtotal	
06/16/22	202224	74,357.08	74,357.08	
06/23/22	202225	728.12	75,085.20	
06/30/22	202226	51,073.36	126,158.56	
07/07/22	202227	918,223.55	1,044,382.11	School payment of \$900,000.00
Grand Total Payroll and Accts Pay		\$1,139,740.60		

**Join Zoom Meeting**

<https://us02web.zoom.us/j/6034838101>

Meeting ID: 603 483 8101 Password: 8101

Dial In +1 646 558 8656 US

**Town of Candia New Hampshire**  
**Safety Facility Committee**  
**Date: November 3, 2021**



<b>Project Costs:</b>		<b>2022 land &amp; design only option</b>	<b>2023 cost budget</b>	<b>Notes:</b>
<b>Land:</b>				
??	Purchase	\$400,000		
	Survey - Boundary and Topo	\$0		
	Geotech investigation, Borings + test pits	\$9,000		Estimate
	Other	\$0		
	<b>Sub Total</b>	<b>\$409,000</b>	<b>\$0</b>	
<b>Soft Costs:</b>				
	Feasibility (fundraising)	\$0		
	Consulting (fundraising)	\$0		
	Impact studies	\$0		
	Architecture, Structural, MEP thru bidding	6% \$197,640		RS Means Estimate, not SMP Proposal
	Architecture, Structural, MEP Construction Administration	2%	\$65,880	
	Civil Engineering, thru bidding	1.00% \$32,940.00		Estimate only - by Owner
	Civil Engineering, Construction Administration	0.50%	\$16,470	
	Permit preparation	\$0		
	Permits & Impact Fees	\$0		
	Legal Fees - bond counsel	\$5,000		
	Construction Interest	\$0		
	Financing Fees	\$0		
	Bond /LOC	\$0		In Building construction
	Owner Contingency	\$0	\$340,000	
	<b>Sub Total</b>	<b>\$235,580</b>	<b>\$422,350</b>	
<b>Construction</b>				
	CM Pre-con fees phase 1			In Building construction
	CM Pre-con fees phase 2	\$10,000	??	
	Building Construction		\$3,294,000	Budget only from Eckman 10/25/2021
	Construction Materials Testing		\$9,882	.003 % of construction
	IBC Special Inspections		\$12,000	
	Site		\$0	In Building construction
	Landscaping		\$0	In Building construction
	Demolition		\$0	
	Utility Costs/Fees- transformer		\$20,000	
	Generator / transfer switch, install		\$0	In Building construction
	<b>Sub Total</b>	<b>\$0</b>	<b>\$3,335,882</b>	
<b>Furniture, Fixtures &amp; Equipment</b>				
	Furniture		\$50,000	By Owners
	Kitchen equipment- Frig, range		\$0	In Building construction-Div 11
	Phone System		\$10,000	
	Computer Systems		\$5,000	
	Security Systems, Door access, camera		\$0	In Building construction- Div 26
	Cell doors, evidence lockers, weapons cabinet, lockers		\$0	In Building construction- Div 10
	Moving		\$10,000	
	Other		\$0	
	<b>Sub Total</b>	<b>\$0</b>	<b>\$75,000</b>	
	<b>Cost Total</b>	<b>\$644,580</b>	<b>\$3,833,232</b>	
	Escalation Contingency	5%	\$164,700	
	<b>TOTAL PROJECT BUDGET</b>	<b>\$644,580</b>	<b>\$3,997,932</b>	

Town of Candia, New Hampshire  
Police Station Conceptual Design Fee Proposal  
June 3, 2022



## Client Information

Town of Candia NH  
74 High Street  
Candia, NH 03034  
Attn: Brien Brock, Board of Selectmen, Chair  
603.759.7331  
Email: [bbrock@candianh.org](mailto:bbrock@candianh.org)

## Project Location

Raymond Road, Rt 27

## Architectural Design Services

### Project Understanding

We understand the Town of Candia wishes to continue their efforts to construct a new police station on the soon to be purchased parcel of land located on Raymond Road, Rt. 27. The goal of this next phase is to advance the previous master planning / police station schematic renderings to include a training room/emergency operations center.

Efforts will be to finalize the police station floor plan, update the 3D renderings, and answer some of the questions that the committee's had. SMP has engaged two new team members to assist:

- WV Engineering, for Mechanical, Electrical, fire protection
- Resilient Buildings Group, an energy consultant

SMP with these two new team members will facilitate an "Energy Charrette"; review various heating/cooling systems, perform a preliminary energy model and review results with the committee. Possible energy savings shall be discussed along with potential utility incentives.

SMP will continue working with your construction manager (CM) to generate an updated project budget for the police station. We will also assist in providing a conceptual total project budget for the entire safety facility, prior to December 2022.

As before, we will continue assisting with your public engagement process to generate project awareness and support. Throughout this phase we will offer renderings that communicate the facilities size and design intent for Eckman to add to the project website.

We understand this project will be subject to voter approval in March and have structured our work to meet the requirements for any potential warrant article in 2023.



Town of Candia, New Hampshire  
Police Station Conceptual Design Fee Proposal  
June 3, 2022



**Scope of Services**

Per our discussion we anticipate providing the following services under this phase two agreement.

**Schematic Design Phase for “Future” Fire Department:**

- 1. Continue meeting with the committee;
- 2. Richard Parks of WV Engineering will provide Mechanical, Electrical, Plumbing/Fire Protection (MEP/FP) guidance on various systems that will need to be considered in the Phase 1 police station design/construction for connection to the future fire station.

**Design Development Phase for Police Station:**

- 1. Further develop a police station design.
- 2. Update the police station CAD drawings including more detailed space planning, ceiling plans, sections and design details;
- 3. WV Engineering will meet with the committee to discuss various mechanical systems pros/cons and cost.
- 4. Resilient Buildings Group to assist with energy efficiency goals and will provide energy modeling on the systems selected.
- 5. SMP will refine the building program;
- 6. Conduct a building code review;
- 7. Assist the Owners CM to develop a construction budget for the project;
- 8. Produce a total project budget including the construction budget, equipment, furniture and associated soft costs;
- 9. SMP will assist in developing a final budget and warrant article for 2023 town meeting
- 10. Support the town in the public engagement with project information and graphics;
- 11. Attend up to **(5) Review meetings** during the course of this work;
- 12. Attend one **(1) public session**

**Compensation for base services:** **\$ 64,500**

The fee above is a fixed amount for the respective scope of work. Reimbursable expenses shall be invoiced above this amount per the attached terms and conditions.

**Add Alternates:**

- 1- Additional public presentation \$1,500 per occurrence
- 2- Additional – To conduct a preliminary solar feasibility \$ 600  
analysis along with projected yearly production. Compare  
to projected energy use for Net-Zero Energy analysis.  
Incorporate into Energy Model report.

Town of Candia, New Hampshire  
Police Station Conceptual Design Fee Proposal  
June 3, 2022



**Work not included in this proposal:**

Given the limited nature and structure of this agreement services can be added or removed as requested, however for clarity, we specifically exclude the following:

1. Septic Design, Geo-Tech Consultants, Wetlands and/or Environmental Assessments;
2. Surveying, Civil Engineering;
3. Construction Documents; drawings, specifications, project manual
4. Hazardous Material Assessments;
5. Archeological Study and NHSPH Historic 106 Review;

**Signature**

This signed agreement with the attached terms and conditions will constitute the complete agreement and will act as notice to proceed.

If the Scope of Services, Schedule, and Fee meet with your approval, please sign below and return one copy to:

SMP Architecture  
30 S Main Street, Building Two  
Concord NH 03301

Thank-you again for consideration on this project, we look forward to working with you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jason LaCombe', is written over a horizontal line.

Jason LaCombe ▪ AIA  
Principal ▪ SMP Architecture

\_\_\_\_\_  
Approved for Town of Candia NH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name



**Sheerr McCrystal Palson  
Architecture, Inc.**

**Standard Terms & Conditions  
of Agreement**

**1. Definitions**

Sheerr McCrystal Palson Architecture, Inc., is hereinafter referred to as the "Architect." Architect's client is hereinafter referred to as the "Owner." Architect and Owner, when not individually named, are hereinafter individually referred to as "Party" or collectively as the "Parties."

**2. Validity & Effect**

Architect's proposal is valid for 30 days unless otherwise stated in proposal document. Should Owner ask Architect to begin work before executing the *letter proposal*, Owner agrees that this proposal, including these terms and conditions, shall be the contract in effect between the Parties.

**3. Professional Services**

a. Hourly Projects. Billings are based on hours worked, including travel time. Through December 31, 2022, Architect's hourly rates are:

Principal/Senior Architect .....	\$150.
Staff Architect .....	125.
Project Manager.....	100.
Drafting/ Project Assistant .....	80.
Clerical & Administrative.....	60.

b. Overtime. Overtime services shall be provided on Owner's authorization at 1.5 times regular hourly rates.

c. Subconsultants. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

d. Budgetary Estimates. Any requested budgetary estimates are provided solely to assist Owner in Project planning and do not constitute a not-to-exceed threshold.

**4. Owner's Responsibilities**

Owner agrees to:

a. provide complete physical information about the site and/or buildings and such legal, accounting, and insurance counseling services as may be required;

b. furnish, with reasonable promptness, such additional instructions as may, from time to time, be necessary for the proper performance of Architect's services. Any such instructions shall be consistent with this Agreement, any amendments or modifications thereof, and reasonably inferable therefrom;

c. credit Architect in all publicity or promotional materials involving the Project design.

**5. Invoicing & Payment**

Owner shall be invoiced monthly for services performed during the previous month. Payment is due on receipt. Interest shall be payable after 30 days at the maximum rate allowed by law. Owner's failure to make payments to Architect in accordance with this Agreement shall be considered substantial nonperformance subject to Article 17 herein.

**6. Reimbursable Expenses**

Architect shall invoice Reimbursable Expenses to Owner at Architect's standard rates in effect during each calendar year. Such expenses include, but are not limited to, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that Owner requires.

**7. Change of Scope**

Architect's fee shall be subject to equitable adjustment by negotiation, mediation, or arbitration if the agreed scope is changed or Architect's services are not completed within 12 months.

**8. Additional Services**

These are services beyond those agreed to, including (but not limited to) Architect's revisions due to Owner's changes in the Project scope, quality, or budget; post bid/pricing value engineering redesign. In-house Additional Services shall be billed at the hourly rates set forth in Article 3 herein. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

**9. Restart**

If the project is stopped for a period greater than 30 days, a restart fee of 10% will be required to compensate the Firm for the necessary premium time and remobilization.

**10. Design/Build**

Owner may solicit Design/Build proposals based on Architect's documents with the express understanding that Owner shall be solely responsible for Owner's engineers' computations, certifications, code compliance, and the coordination of this work. It is mutually agreed and understood that Architect's review of any Design/Build work is performed solely to ensure compatibility with Architect's design intent.

**11. Dispute Resolution**

a. No dispute shall relieve either Party of its duty to perform under this Agreement.

b. The Parties agree to enter first into good-faith negotiation at a mutually agreed location, and subsequently into mediation should negotiation prove inconclusive, to resolve any dispute or claim within a reasonable time.

c. Any dispute or claim between the Parties which cannot be resolved by negotiation or

*Standard Terms & Conditions*

mediation shall be resolved by arbitration in Concord, New Hampshire, before a single arbitrator of the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The expenses of the arbitration shall be borne by one or more of the parties to the arbitration as determined by the arbitrator; provided, however, that each party to the arbitration shall pay and bear the cost of its own experts, evidence, and legal counsel.

**12. Governing Law**

This Agreement shall be governed by and interpreted under the laws of the State of New Hampshire. If any part of this Agreement should be determined to be unlawful, the remainder of the Agreement shall remain in effect.

**13. Change Orders**

Architect shall review change orders for Owner's approval. Owner understands that projects constructed by the "Fast Track" method, where Architect's design and coordination services may necessarily be performed out of conventional sequence, may experience an extraordinary number of change orders. Absent clear evidence of Architect's negligence, it is mutually agreed that change orders occasioned by "Fast Track" work exigencies shall not be deemed a subject of dispute or claim, or a breach of this Agreement.

**14. Shop Drawings**

Architect's review of shop drawings is for general conformance to the design intent and shall not relieve Owner's contractor from any agreed obligations.

**15. Limitation of Liability**

To the fullest extent permitted by law, Architect's liability to Owner for all damages arising out of Architect's services due to any cause, including Architect's negligence or breach, shall not exceed \$25,000 or the amount of compensation paid to Architect, whichever is more.

**16. Use of Architect's Drawings**

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



judgment reached pursuant to Article 10 herein.

#### **17. Termination or Suspension**

a. If Owner fails to make payments to Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Architect's option, cause for suspension of performance of services under this Agreement. If Architect elects to suspend services, prior to suspension of services, Architect shall give seven days' written notice to Owner. In the event of a suspension of services, Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Before resuming services, Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

b. If the Project is suspended by Owner for more than 30 consecutive days, Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Architect shall be compensated for expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

c. If the Project is suspended or Architect's services are suspended for more than 90 consecutive days, Architect may terminate this Agreement by giving not less than seven days' written notice.

d. This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

e. This Agreement may be terminated by Owner upon not less than seven days' written notice to Architect for Owner's convenience and without cause.

f. In the event of termination not the fault of Architect, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in subparagraph g. hereof.

g. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Architect is not otherwise compensated, plus an amount for Architect's anticipated profit on the value of the services not performed by Architect.

#### **18. Force Majeure**

A failure or delay in performance by either Party to this Agreement shall not be a breach of this Agreement, nor constitute an event of substantial nonperformance under Article 16 herein, provided such failure or delay arises out of or results from fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion, sabotage, transportation embargoes, failures or delays in transportation, epidemic, quarantine restrictions, acts of God, acts, rules, regulations, orders or directives of any governmental authority or the order of any court of competent jurisdiction. This article shall not excuse any event of substantial nonperformance under Article 16 herein.

#### **19. Asbestos & Hazardous Materials**

It is mutually agreed and understood that Architect shall not perform any services whatsoever related to the identification, abatement, or remediation of asbestos or other hazardous materials, including pollutants, nor shall Architect assume any liability for damages or costs related to such materials.

#### **20. Insurance**

Architect is protected by Workman's Compensation, Professional Liability and Standard Public Liability Insurance. Architect shall furnish copies of insurance certificates at Owner's request.

#### **21. Successors & Assigns**

The Parties agree, respectively, to bind themselves, their partners and their successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of the other Party with respect to all covenants of this Agreement. Neither Party shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

#### **22. Standard of Care**

In performing services required by this Agreement, Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of Architect's design professions practicing in this locality. Notwithstanding Architect's compliance with this standard of care, Owner can normally anticipate that some changes and adjustments in the Project shall be required in order to correct errors and omissions in Architect's documents, which are discovered either during or after construction. Owner agrees to establish, with Architect's assistance, a contingency fund to cover the reasonably anticipated cost of such changes and

#### *Standard Terms & Conditions*

adjustments. It is mutually agreed that any charges against such contingency shall not be indicative of negligence on Architect's part, nor occasion a dispute or claim in accordance with Article 10 herein.

#### **23. Indemnification**

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

#### **24. Clause Headings**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and do not limit the scope or intent of the clause.

#### **25. Entire Agreement**

This proposal, incorporating these Standard Terms and Conditions, is the entire Agreement of the Parties. It supersedes any previous representations or commitments, oral or written, concerning the subject of this Agreement. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Agreement. Any modification of this Agreement must be in writing and signed by an authorized representative of both parties hereto. All work performed by Architect, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Agreement shall be deemed to have been work performed, actions taken, or payments made under this Agreement.

Future Capital Improvement CRF				as of 2-04-2022		Future Capital Improvement CRF Account	
Invoice	Invoice			Check	Check		
<u>Date</u>	<u>Number</u>	<u>Vendor</u>	<u>Amount</u>	<u>Number</u>	<u>Date</u>		
04/30/21	no number	White Appraisal	1,500.00	36490	05/06/21	Beginning Balance 2021	360,000.00
06/07/21	no number	White Appraisal	1,500.00	36673	06/17/21	2021 Expenses	-15,286.00
10/01/21	210908	SMP Architecture	2,938.00	37252	10/14/21	2021 Interest	497.00
12/01/21	211126	SMP Architecture	9,348.00	37564	12/09/21	Ending Balance 2021	345,211.00
01/04/22	211231	SMP Architecture	2,781.50	37766	01/13/22		
01/07/22	01072022-A	ECKMAN Construction	5,000.00	37820	01/20/22	2022 Expenses as of 3/11/2022	-13,274.00
01/31/22	220102	SMP Architecture	5,492.50	37946	02/10/22	Ending Balance as of 3/11/2022	331,937.00
			28,560.00			Pending Land Purchase	-250,000.00
						Projected Ending Balance	81,937.00
		SMP Architecture	2,938.00				
		SMP Architecture	9,348.00				
		SMP Architecture	2,781.50				
		SMP Architecture	5,492.50				
			20,560.00				



**Town of Candia**  
**Board of Selectmen**  
**Tel: 603-483-8101**  
**Fax: 603-483-0252**

# Memo

To: Board Members  
From: Boyd Chivers  
Date: July 11, 2022  
RE: Estimated impact of 8% inflation, 2022 warrant articles, and previous commitments to fund an ambulance service will have on Town and School District budgets in 2023

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Before the board commits to further investment in the planning for a police facility, it would be prudent to consider the impact of 8% inflation along with the previously approved school district warrant articles and funding for the ambulance service that must be provided for in 2023 town and school budgets. The following is an estimated impact on the property tax rate that will result from the 2023 town and school district budgets identical to the ones approved for 2022 but adjusted for 8% inflation including the ambulance service:

	Operating Budget	8% Inflation Increase	Tax Rate Impact
Town	\$3,187,543	\$255,003	\$0.48
School	9,859,983	788,799	1.50
Ambulance	213,000		.41
TOTAL			\$2.39

In addition to the possible increase in the 2023 operating budget for the school district that is attributable to inflation, 2 warrant articles, # 2 and # 4 were approved that will add an additional \$236,874 to the 2023 (and subsequent years) budget which will result in a tax rate increase of \$0.45.

Together, the combined tax rate increase resulting from both budgets and previously approved warrant articles, including funding for the ambulance service, is estimated to be \$2.84, a more than 10% increase in the current rate of \$20.04.

# SAMPLE BALLOT



**OFFICIAL BALLOT**  
**ANNUAL SCHOOL ELECTION**  
**CANDIA, NEW HAMPSHIRE**  
**MARCH 8, 2022**

Jennifer Maurice  
SCHOOL DISTRICT CLERK

## INSTRUCTIONS TO VOTERS

- A. TO VOTE, completely fill in the OVAL to the RIGHT of your choice(s) like this: ☒
- B. Follow directions as to the number of candidates to be marked for each office.
- C. To vote for a person whose name is not printed on the ballot, write the candidate's name on the line provided and completely fill in the OVAL.

### SCHOOL BOARD MEMBER

3 year term      Vote for not more than One

KRISTINA ICKES      499      ☐

Blank      236      ☐

Write In      9      (Write-In)

## WARRANT ARTICLES

### Warrant Article #2

Shall the Candia School District vote to approve the cost items included in the collective bargaining agreement reached between the Candia School Board and the Candia Educational Support Professionals, which calls for the following increase in salaries and benefits at current staffing levels over the amount paid in the prior fiscal year:

Year	Estimated Increase
2022-2023	\$44,746
2023-2024	\$27,817
2024-2025	\$26,333

and further to raise and appropriate \$44,746 for the 2022-2023 fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels? (Recommended by the School Board 5-0) (Recommended by the Budget Committee 9-0)

✓ 493

YES ☐

NO ☐

234

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### Warrant Article # 3

Shall the Candia School District raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$9,859,983? Should this article be defeated, the default budget shall be \$9,745,118, which is the same as last year, with certain adjustments required by previous action of the Candia School District or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Recommended by the School Board 5-0) (Recommended by the Budget Committee 7-2)

✓ 411

YES ☐

NO ☐

316

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### Warrant Article #4

Shall the Candia School District vote to authorize the School Board to enter into a multi-year (15 year) lease/purchase agreement in the amount of \$2,262,411 for the purpose of installing energy saving equipment including but not limited to LED lighting, roof replacements, HVAC upgrades, insulation, and other improvements to the Candia Moore School, and to raise and appropriate the sum of \$192,128 for the first year's payment for that purpose? This lease agreement contains an escape clause. Future payments will be offset by guaranteed energy savings and a reduction in utility and fuel costs for the district. (Majority vote required) (Recommended by the School Board 5-0) (Recommended by the Budget Committee 5-4)

✓ 439

YES ☐

NO ☐

286

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### Warrant Article #5

Shall the Candia School District vote to indefinitely cease any and all forms of mandates requiring the wearing of facemasks/coverings and make the wearing of facemasks/coverings optional while on school grounds for students, staff and visitors? (Submitted by petition)

✓ 428

YES ☐

NO ☐

291

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July 11, 2022

## Town of Candia

### Road Agent's Report

Month of June 2022

#### Summary of Work:

- Roadside Mowing
- Palmer road work prep
- Patching as needed

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Jeff Wuebbolt  
Road Agent

CANDIA POLICE DEPARTMENT  
ACTIVITY 6/2/2022 to 6/30/2022

During this period, the Candia Police Department issued 171 motor vehicle warnings and 10 summons'

The following were arrested/summonsed:

6/2/22	Steven Leclair, age 45, Manchester, NH	Driving After Suspension,
6/5/22	Julianna Messina, age 20, Concord, NH	Driving After Suspension Suspended Registration
6/7/22	Tania Ainsworth, age 39, Raymond, NH	Candia Warrant Driving After Suspension
6/9/22	Todd Steward, age 61, Fitchurg, MA	Driving After Suspension
6/21/22	Caitlin Conrad, age 21, Raymond, NH	Reckless Conduct-Deadly Weapon
6/22/22	David Cormier, age 29, Milton, NH	Milton, NH PD warrants- Simple Assault Criminal Mischief Criminal Theatening
6/26/22	Zackery J. Rose, Bennington, VT	Poss. Of Controlled Drug
6/26/22	Kimberly Guertin, age 33, North Pownal, VT	Operating w/o a license
6/29/22	Kyle Beaudet, age 34, Candia, NH	Driving After Suspension, Suspended Registration



COPY

**No Crime Incident Event Breakdown**

Event	Description	Total	%
911	911 Hang Up	0	00.0
AIM	Aided Motorist	0	00.0
AL	Alarm	0	00.0
BEA	Bureau Of Elderly & Adult Services Investigation	1	00.3
CC	Citizen's Complaint	1	00.3
CF	Dog License Civil Forfeiture	0	00.0
CIN	Child In Need Of Services	1	00.3
CIV	Civil Standby	0	00.0
COM	Community Outreach	0	00.0
CP	Community Policing	0	00.0
DCI	Dcyf Investigation	6	02.0
DEE	Put Down Injured Animal	0	00.0
DOG	Dog At Large / Loose Dog	0	00.0
FIN	Fingerprinting	4	01.4
FPR	Found Property	11	03.7
IA	Internal Affairs Investigation	0	00.0
IEA	Involuntary Emergency Hospitalization	0	00.0
JUV	Juvenile Complaint	1	00.3
KD	K-9 Deployment	0	00.0
LEB	Law Enforcement Background Investigation	0	00.0
MED	Medical Call	2	00.7
MVC	Motor Vehicle Complaint	4	01.4
NC	Noise Complaint	1	00.3
NDT	National Drug Take Back	1	00.3
NED	Neighbor Dispute	4	01.4
NO	Notification	1	00.3
NTD	No Trespass Order	1	00.3
OD	Drug Overdose	0	00.0
OF	Fatal Overdose	0	00.0
OHR	Ohrv Complaint	1	00.3
PDB	Prescription Drug Box	0	00.0
PU	Police Pursuit Report	1	00.3
RAD	Radar Enforcement	0	00.0
RH	Road Hazard	0	00.0
RPO	Return Property To Owner	0	00.0
SC	Shooting Complaint	2	00.7
SCA	Scams/Phone&email	5	01.7
SEC	Security Check	33	11.2
SP	Serve Papers	38	12.9
SPA	Suspicious Activity	25	08.5
SPM	Suspicious Motor Vehicle	1	00.3
SPP	Suspicious Person	2	00.7
SSA	Safe Schools Act	5	01.7
SUI	Suicide	2	00.7
SO	Sex Offender Registration	11	03.7
TE	Traffic Enforcement	0	00.0
TH	Threats	2	00.7
TRU	Truancy	0	00.0
TWD	Tree / Wires Down	0	00.0
VIN	Vin Verification	0	00.0
WB	Well Being Check	5	01.7
WP	Weapons Incident	0	00.0
---	Not Specified	3	01.0
WIN	Police Information	40	13.6
WOA	Assist Other Agency	21	07.1
WDT	Sudden Death	2	00.7
WIS	Disturbance	8	02.7

ASC	Assist Citizen	35	11.9
ACP	Animal Complaint	2	00.7
AFE	Assist Fire/EMS	6	02.0
MIP	Missing Person	2	00.7
LPR	Lost Property	2	00.7
OTH	Other	1	00.3

Grand Total: 294



COPY

## Offenses (State Law) By Month

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>TOTALS</u>
FSA - Sexual Contact - Victim	1	0	0	0	0	0	1
2nd Degree Assault; SBI- Domes	0	0	1	0	0	0	1
Simple Assault; Physical Conta	0	0	1	0	0	0	1
Simple Assault; BI	0	0	0	0	0	1	1
DV; Simple Assault; Physical C	1	0	5	0	0	0	6
DV; Simple Assault - BI	0	0	1	0	0	0	1
Reckless Conduct - Deadly Weap	0	0	0	0	0	1	1
Criminal Threatening - conduct	0	0	1	0	0	1	2
Theft by Extortion \$0-\$1000	0	0	0	0	1	0	1
Theft by Unauthd Taking \$0-\$10	0	1	0	2	0	0	3
Theft Of Motor Vehicle Parts O	0	0	0	0	0	1	1
Theft by Unauthd Taking \$0-\$10	1	1	1	1	0	1	5
Forgery Govt Instrument, Check	0	0	0	0	1	0	1
Attempt To Commit	0	1	0	0	0	0	1
Financial Exploitation; \$1500+	0	0	1	0	0	0	1
Theft by Deception \$0-\$1000	1	0	0	0	0	0	1
Theft by Deception \$1501+	0	1	0	0	0	0	1
Credit Card Fraud, \$0-\$1000	0	4	1	0	0	0	5
Theft by Deception \$0-\$1000	0	0	0	1	0	0	1
Theft by Deception \$1501+	0	0	1	0	0	0	1
Identity Fraud; Pose to get In	0	0	0	1	0	0	1
Identity Fraud; Pose as Anothe	0	0	0	0	0	1	1
Identity Fraud; Obtain Persona	0	0	1	0	0	0	1
STOLEN PROPERTY OFFENSES	0	1	0	0	0	0	1
Recv Stolen Prop; \$1001-\$1500	0	0	0	0	0	1	1
Criminal Mischief	0	0	1	1	1	2	5
Criminal Mischief	0	0	0	1	0	0	1
Criminal Mischief	0	0	0	0	0	1	1
Possession of Controlled Drug	0	0	0	0	1	1	2
Cntrl Drug: Sched 1 - 4; Posse	0	0	0	1	0	0	1
Carrying or Selling Weapons	0	0	0	0	1	0	1
Felon in Possession of Dangers	0	0	0	0	0	1	1
Reckless Conduct;Dom Violence;	0	0	1	0	0	0	1
Loitering or Prowling	0	0	0	1	0	0	1
DUI - impairment	0	0	1	0	1	0	2
DUI; Adult>.03; Minor>.02	0	0	1	0	0	0	1
DUI Aggrvtd 0.16+	0	0	1	0	1	0	2
Protective Custody - Alcohol	0	0	0	1	0	0	1
Criminal Trespass	2	1	0	0	0	0	3
ILLEGAL DUMPING / LITTERING CO	0	0	0	1	0	0	1
Violation of Protective Order	0	2	0	0	0	0	2
Notification of Repossession	0	0	1	1	0	0	2
FAILURE TO REPORT INJURY TO DO	0	0	0	0	1	0	1
Conduct After; Property Damage	1	0	0	0	0	0	1
Procuring Dog License; Tag	0	0	0	0	0	1	1
Dog; Menace, Nuisance, Vicious	0	0	2	0	0	0	2
Barking Dog	0	0	0	0	1	0	1
Dogs at Large	0	1	1	0	1	0	3
BENCH WARRANT-ELECTRONIC	1	0	0	0	1	0	2
Reckless Conduct;Dom Violence;	0	0	1	0	0	0	1
Stalking; Domestic Violence; O	1	0	0	0	0	0	1
Harassment	2	2	1	2	3	1	11
DOG RUNNING AT LARGE-Candia T.	0	0	0	2	0	0	2
Suspension of Vehicle Registra	0	1	0	2	2	2	7
Abandoning a Vehicle	0	0	0	0	0	1	1
Drive after Rev/Sus	0	1	0	1	0	1	3

Drive after Rev/Sus - subsgt	0	0	1	0	1	0	2
Drive after Rev/Suspension	2	2	1	2	2	4	13
Conduct After Accident	0	1	0	1	1	0	3
Child Restraints	0	0	0	1	0	0	1
APPEAL OF ADMINISTRATIVE LICEN	0	0	0	0	1	0	1
DOG A MENACE	0	0	0	2	0	0	2
DOG A NUISANCE	0	0	0	1	0	0	1
Arrest on Warrant	0	0	0	0	1	2	3
TOTALS	13	20	27	25	22	24	132



**June 2022**  
**Building Activity Report Summary**

	<u>June 2021</u>	<u>June 2022</u>
Permits Issued	91	48
Renewed Permits	6	1
CO's/CC's = Closed Permits	81	98
Inspections Performed (insp + co's)	282	78
New Residential Home Permits	0	1
New Code Enforcement Cases	0	1
Open Code Enforcement Cases	5	0
Closed Code Enforcement Cases	0	1

\*\*\*\*\*

Revenue June 2021	Revenue June 2022
$\$8,816.00 + 380.50 = \$9,196.50$	$\$8,609.00 + \$23.00 = \$8,632.00$
Revenue YTD, 2021	Revenue YTD, 2022
$\$65,099.79 + 9,196.50 = 74,296.29$	$\$28,088.06 + 579.16 = \$28,111.06$

Submitted by:     *th [signature]*    

Date: 7/11/2022

**June 2022****INSPECTION BREAKDOWN including CO's****Commercial, Mixed, L1, L2**

Building (BP)	6
Electrical (EL)	12
Gas Piping/Tanks (GP/GT/TP)	4
Mechanical (ME)	1
Plumbing (PL)	1

**Residential**

Building (BP)	9
Electrical (EL)	2
Gas Piping/Tanks (GP/GT/TP)	4
Mechanical (ME)	2
Oil Burner (OB)	1
Plumbing (PL)	1
Septic (SE)	4
Underground Tank (UG)	1
CO's = Closed Permits	30

---

**Total Inspections: 78**

**PERMIT BREAKDOWN**

Building (BP)	12
Driveway (DW)	1
Electrical (EL)	9
Gas Piping/Tanks (GP/GT/TP)	9
Life Safety (LS)	0
Mechanical (ME)	4
Place of Assembly (POA)	3
Plumbing (PL)	2
Pool (PO)	0
Septic (SE)	3
Underground Tank (UG)	2
Solar	1
Generator	1

---

**Total Permits: 48**

## **June 2022**

### Candia Recycling Center Monthly Report

	<b><u>June, 2021</u></b>	<b><u>June, 2022</u></b>
M.S.W. (Trash)	<b>73.67 tons</b>	<b>61.20 tons</b>
C&D Debris	<b>61.02 tons</b>	<b>59.76 tons</b>
Total waste	<b>134.69 tons</b>	<b>120.96 tons</b>

### **Recyclables**

	<b><u>June, 2021</u></b>	<b><u>June, 2022</u></b>
Mix Paper	<b>10 bales = 7.70 tons</b>	<b>8 bales = 6.06 tons</b>
Cardboard	<b>11 bales = 7.23 tons</b>	<b>11 bales = 7.67 tons</b>
#1 - #7 plastics	<b>4 bales = 2.58 tons</b>	<b>2 bales = 1.50 tons</b>
Alum. Cans	<b>2 bales = .99 ton</b>	<b>2 bales = 1.32 tons</b>
#2 natural plastic	<b>1 bale = .43 ton</b>	<b>0</b>
Total bales	<b>30 bales = 20.44 tons</b>	<b>26 bales = 18.65 tons</b>
Glass -	<b>0</b>	<b>0</b>
Electronics –	<b>0</b>	<b>0</b>
Total weight	<b>20.44 tons</b>	<b>18.65 tons</b>



**Revenue**

June 2021

June 2022

**\$5241**

revenues not yet received

**2021 YTD - \$ 35,913.95**

**2022 YTD = \$31,252.91**

**June 2021**

6/3 – One load of light iron was marketed, totals not yet received

6/17 – approx. **50** freon units were evacuated.

6/24 There was one load, approx... 22 tons of Cardboard marketed, the totals have not yet been received.



*Candia Volunteer  
Fire Department*

11 Deerfield Road  
Candia, New Hampshire 03034



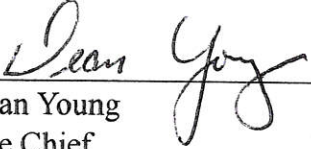
June 29, 2022

Town of Candia  
Board of Selectmen  
74 High Street  
Candia, NH 03034

Ladies/Gentlemen:

For the 2022 Volunteer Firefighters Assistance Grant, the Town recently received a check for \$760.44 from the State of New Hampshire. This amount represents 50% of the funds expended earlier in the year from the Fire Department operating budget for forestry protective clothing, hand lights and a chain saw. This letter represents my request that the \$760.44 be returned to the Fire Department operating budget.

Thank you.

  
\_\_\_\_\_  
Dean Young  
Fire Chief

**Town of Candia, NH  
Building Inspector/Code Compliance  
603-483-1015**

# Memo

**To: Honorable Selectmen**

**From:** Heath Officer

**CC: Andrea Hanson**

**Date; July 7, 2022**

**Re; Constitute Local Board Of Heath**

---

Dear Selectmen

As appointed Heath Officer for The Town Of Candia.

Per RSA 128:3: The health department formally request that the board of selectmen vote to constitute a local board of health.

Purpose: That Candia remain in compliance with State Of New Hampshire newly approved RSA Chapter 128 rules and regulations pertaining to municipal heath departments.

That we also update our definition. As well as description for the duties of heath officer. This to reflect new rules and regulations.

See attached memo addendum.



Kevin Gagne.



# Memo: Addendum

To: Town Administrator and Candia Board of Selectmen.

On June 9, 2021, the Governor signed HB 79 the bill into law. As a result of the passage of this bill, the following changes have been made to RSA 128:

As per RSA 128:3 The Health Officer and selectmen shall constitute a local board of health.

Local Boards of Health shall meet once a year to review the state of readiness to respond to local public health issues; Local Boards of Health may be requested to provide information to DHHS on the readiness to address relevant public health threats at the local level.

## Summary of RSA Chapter 128

Under RSA Chapter 128, 'Relative to Town Health Officers', each New Hampshire town is required to nominate, support and renew a health officer position every 3 years for the purposes of enforcing public health laws and protecting citizens. Local health officers are responsible for assessing and enforcing sanitary laws to reduce environmental hazards and health effects. The health officer is a valuable local asset to help identify and resolve public health issues like housing conditions, health nuisances, septic failures, unsanitary living conditions, hoarding, and pest infestations before they affect the larger community.

Health officers must complete a 3-hour training module within the first year of their appointment (provided free-of-cost by DHHS);

Health Officers may receive confidential data related to communicable disease provided they meet certain criteria as outlined by RSA 141-C:10 V;

The role of the health officer is to ensure that towns maintain sanitary conditions in places where people gather, live, work and learn – with a special focus on rental dwellings, buildings, property, schools, childcare, and foster/adoption homes. The sanitary challenges can range from pest infestations to nuisance odors and noise, to unsanitary living concerns and hoarding. Under state law, your local health officer plays a key role in protecting the health and well-being of New Hampshire communities.

Local health officers have a variety of statutory duties and responsibilities to fulfil their role, including the following:

Performing sanitary inspections and inspections into causes of danger to the public health (RSA 128);

Enforcing state public health laws and local codes (RSA 128/ RSA 147);

Adopting local ordinances to regulate the prevention and removal of nuisances and other regulations related to the public health (RSA 147);  
and,

Educating community members on issues concerning local environmental health and sanitation.

Respectfully submitted.

Kevin Gagne

CC. Bob Panit

**Town of Candia, NH  
Building Inspector/Code Compliance  
603-483-1015**

# Memo

**To:** Honorable Selectmen  
**From:** Building Department / Code Enforcement Office  
**CC:** Andrea Hanson  
**Date** **July 7, 2022**  
**Re:** **Adoption of New town ordinance.**

---

Dear Selectmen

Currently there are 49 listed Town of Candia Ordinances.

Building Department formally request that the Selectmen vote to adopt a new ordinance per NH Rev Statue 47:22-. Grant Of Power.

We recommend that ordinance be label #50: (Building Construction Ordinances.)

We then request that selectmen adopt first ordnance under this heading to read.

Pursuant to Saf-C-3303.03 and Saf-C-3303.02. As a local Building Requirement. Town of Candia requires compliance with the Currently adopted State Building Codes including amendments, which include all Current ICC Codes.

That we strictly follow IRC Section R-311 MEANS OF EGRESS. 10" tread and riser maximum of 7 ¾". Which is understood that is more restrictive than rules according to Saf-C-3303.3 (c).

Under rule Safe-C1303 (c ). With in 180 Days modular manufacturers will comply with Candia ordinance for any unit ship to, placed in Candia. Irrelevant of construction start date.

That inspection agencies shall be responsible for ensuring modular buildings and building components conform to more restrictive requirements.

Kevin Gagne BI/CE/HO.







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Building Codes

# N.H. Rev. Stat. § 47:22

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Current through Chapter 245 of the 2022 Legislative Session

Section 47:22 - Grant of Power

The board of mayor and aldermen, or the corresponding governmental body of any city, is hereby empowered and authorized in the passing and adopting of ordinances, establishing codes, rules and regulations for the construction of buildings, relating to the installation of plumbing, the use of concrete, masonry, metal, iron and wood, and other building material, the installation of electric wiring, and fire protection incident thereto or for the prevention of fires to adopt any additional regulations provided that the regulations are not less stringent than the requirements of the state building code under RSA 155-A or the state fire code under RSA 153; provided, that upon adoption of such ordinance wherein such code, rules and regulations or portions thereof have been incorporated by reference, there shall be filed 3 copies of such codes, rules and regulations in the main office of the municipal department or agency administering the same and 3 copies in the office of the city clerk. All copies of any code, rules and regulations filed as provided herein, shall be for use and examination by the public.

RSA 47:22

1945, 105:1, par. 18. RSA47:22. 1963, 232:1. 1965, 255:1, eff. Aug. 31, 1965. 2002, 8:2, eff. Sept. 14, 2002.

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**From:** 'Timothy R. Metivier' via NHBOA-EMAIL-FORUM [mailto:nhboa-email-forum@googlegroups.com]  
**Sent:** Thursday, June 2, 2022 4:29 PM  
**To:** nhboa-email-forum@googlegroups.com  
**Subject:** [NHBOA-EMAIL-FORUM] Passage of the 2018 code and the modular conundrum

Modular homes do NOT need to provide an IRC compliant stair rise and run. They can follow NFPA's 8 1/4" 9" geometry.

NH, Saf-C-3303

(d) Notwithstanding (a) above, interior stairs, including contiguous stair configurations that serve a basement, for one and 2 family dwellings shall comply with the following:

(1) The international residential code, as adopted and amended pursuant to RSA 155-A; **or**

(2) The following configuration:

a. The maximum riser height shall be 8 1/4 inches and the minimum tread depth shall be 9 inches;

UNLESS the municipality supplies a letter to the fire marshal's office stating that their community will require following the IRC.

This letter has to happen EVERY time a new code cycle is adopted.

(d) The adoption of any additional provisions of the state building code or relevant ordinances authorized pursuant to (b) above shall remain in effect until the code or rules set forth in Saf-C 3303.01 are changed to a new edition, at which time the notification procedure set forth in (a) above shall be repeated, if applicable.

If your community has officially adopted the use of the IRC then you have adopted a code that offers a higher degree of safety. Reference that ordinance in the appropriate section in the letter