



## TOWN OF WARNER

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Warner, New Hampshire 03278-0265  
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Warnernh.gov selectboard@warnernh.gov

Selectboard,  
Harry Seidel  
Faith Minton  
Town Administrator Diane Ricciardelli  
administrator@warnernh.gov

### Selectboard Meeting DRAFT Minutes

Tuesday, August 15, 2023, 6:30 pm

Lower Meeting Room, Warner Town Hall, 5 E Main St

- I. **6:30 pm Open Meeting** - Selectboard Chair Seidel opened meeting at 6:30 pm  
**Present:** Selectboard members Harry Seidel, Chair; Faith Minton  
**Also Present:** Janice Loz, Zoom Operator
- II. **Meeting Minutes**  
**Aug 1, 2023: Motion to approve minutes, as amended, by Selectperson Minton. Second by Selectperson Seidel. Voice vote: Faith – Yes Harry – Yes. Motion Passed**
- III. **Correspondence - None**
- IV. **Town Administrator's Report**  
Read into the record by Selectperson Minton:

#### Aug 15, 2023 - Town Administrator report to Select Board

- **Meeting LCHIP grant** on August 1 with Dir of Highway, Tim Allen.- by late September we will update our application with three bids for the roof and an added 10% contingency.
  - **Ballard Brook culvert project.** Dir of highway, Tim Allen, is working on purchasing the new culvert moving forward with the project that has substantial funding from a state grant.
  - **Paperwork processed for the school street property** which owed back taxes. Tax Collector, Marianne Howlett, completed the necessary paperwork for the financial information of the Town's portion that will be received when the house is sold at end of August.
- 91-A Right To Know Requests:**
- **July: Concord Monitor** has requested all email and text message between TA and BOS, and anything to/from Warner Connects; any lawsuits with the Town, all correspondence with attorney, and all non-public meeting minutes. All text messages between the TA and the Selectboard were sent last week. Emails are being printed and reviewed by legal counsel. The Monitor will be able to come to Town hall to inspect.

- **Aug 2: Kathi Schoonmaker** has requested financial records for the Warner Community Center. Detailed financial report will be complete in 30 days (from last Thursday), for Ms. Schoonmaker's review. Message communicated to Ms. Schoonmaker. This request requires creating reports from paid invoices, ARPA funds, budget and expense reporting.
- **Aug 3: Kathi Schoonmaker** request for the names of the people who have submitted an application for the open Selectboard seat. The names were read into the meeting minutes of August 11.
- **Aug 8: John Leavitt** John requested, in person, the zoom recording for the Aug 1 Selectboard meeting. The recording had been deleted from zoom when the draft meeting minutes were posted on-line. Town Administrator retrieved recording from the archives and received the files on August 9. John Leavitt was contacted on August 10 to bring a memory stick to Town Hall and the recording was delivered to him on August 11 via thumb drive.
- **Aug 10: Concord Monitor** Receipt of all transactions from the Town of Warner in July 2023, July 11 and 18 consent agenda and manifest (both would be included in meeting minutes already), Communication with Primex Insurance Company, Video recording of August 1, 2023 Selectboard meeting, all 91:a requests since January 1, 2023, a record of interested (volunteers for) Selectboard members
  - o 91:a requests take time to research, print, and then review by the Town's attorney before being released. I responded to the Monitor that I will be in touch by September 7 so that we can see how much we have available for Michaela to come to Town Hall to review.
- **Solar Array:** Revenue on the solar array exceeds the annual cost of the loan, as of the end of July, \$23,400 which covers the cost of the year, and the rest of the year will be surplus.
- **Department budgets starting for 2024:** Town Administrator will deliver 2024 spreadsheets for each department – some have already been received by the departments.
- **Fire Department's July calls** exceeded June's calls, which were already a record number. Reviewed the budget with Chief France and started building the 2024 budget based on the higher volume of calls.
- **CIP** – The Selectboard will submit Capital Improvement Projects (CIP) by end of August. They are due August 21 to Landuse/Planning Board. TA contacted Land Use to let them know that we are working on the projects including funding for the work that is needed at the Warner Community Center (WCC) and the Town's slate roof. Will need 3 bids for any of the projects.

## V. Appointments

### a. Tim Fountain, CAI Mapping Company Contract Proposal

Tim Fountain gave an overview of his company's contract before the Board for a Tax Map Updating Project included in the 2023 operating budget.

Scope of the project: CAI Mapping Company, who works with 100's of NH Towns, would take the Town's current tax map data, convert to GIS and maintain the maps going forward. A "Link Error Report" will identify problems that will need follow-up corrections; the company will work with the Assessing Clerk to create communication between the Town's assessing software and the mapping data; annual maintenance, required by law, with correction updates, initial year costs, range between \$2,000 - \$6,000 depending on the work for that year.

Future actions in Phase 3 were discussed including the possibility to choose to make tax and property information accessible on line; Tim noted that "any of the many layers of Town data may be turned off or added" depending on what the Town wanted to make available.

**b. Economic Development Advisory Committee, Charlie Albano and Neil Nevins**

Charlie explained the goal of the Economic Development Advisory Committee's (EDAC) project was to look at ways to reduce the energy costs at the Warner Community Center (WCC);

**SMP:** hired to complete an overall interior evaluation of the building, 07/11/2023

Samples of simple, low cost actions include: weather-stripping identified areas, install an insulated panel in identified area; thermostat setback, using task lighting, occupants turning lights off, replacing with LED bulbs, turn off computers, refrigeration replacement.

Phase 2: if project progresses, would be grants to address higher cost issues; approximately \$150,000, CDFA Loan at 3-4% would have an energy payback; possible USDA loan/grant 1-2 years down the road from Rural Development

**Resilient Housing Audit:** \$25,000 would update 1 floor with LED lighting.

**c. Tim Blagden, Attorney Derek Lick, Concord Lake Sunapee Rail Trail (CLSRT) Grant**

Volunteer Attorney for the Concord Lake Sunapee Rail Trail (CLSRT), Derek Lick, provided background to the exit 9 project: last year, Congresswoman Anne Kuster reached out to Tim Blagden, CLSRT member, for a list of projects for anticipated Federal Funds, "shovel ready"; Tim submitted 6-7 projects; Congresswoman Kuster liked the CLSRT exit 9 project that would connect one side of I89N to the other side on I89S; the project moved forward successfully; it was chosen to be funded by the Federal Highway Department through the NH Department of Transportation (DOT).

NHDOT allows CLSRT to take on the responsibility of the project however CLSRT needs a fiscal agent such as the Town for funds to go through.

\$1.5 million has been approved for the project; CLSRT has raised over the \$300K needed for the required 20% matching funds; Attorney Lick explained the CLSRT's funds would be deposited into an escrow account, CLSRT approved invoices would go to the Town to be paid from the escrow account, the 80% reimbursed funds from NHDOT would be deposited into the escrow account; CLSRT – not the Town – is liable for payment.

Answering an audience member question about using Town funds by saying 1 to 2 years out, at the very end of the project, there may be a short period where it may be necessary to use Town funds until the reimbursement is released.

CLSRT is responsible for the maintenance of the trail; that obligation would be taken on by a Land Trust organization if CLSRT were to "disappear".

CLSRT has a positive history working with Towns; including Sutton and Hopkinton with easements and a multi-million dollar project in Concord.

Tim explained: nothing is being decided at tonight's meeting; the contract between CLSRT and the Town of Warner was reviewed by Town Council, a change was accepted by Attorney Lick and is included in the contract before the Board; CLSRT funds are used during the preliminary phase: Engineers will determine and design what will be built; diagrams will be presented to voters prior to the 2024 March Meeting at Public Hearings throughout the process; the public will have input; the Town and CLSRT can stop at any time based on the Engineer study.

Selectperson Minton said she was not prepared to sign the contract at tonight's meeting. Attorney Lick said it was prudent to speak with Town Attorney, seek his opinion, flush out concerns.

VI. **Old Business**

- a. **Maintenance/Repair:** Selectperson Seidel explained a necessary stair railing repair at the Warner Community Center. Selectperson Minton agreed Department of Public Works Director (DPW) Tim Allen should be contacted.
- b. **Warner Connects Lease Review:** Board agreed review would be after a third Selectperson was appointed.

VII. **New Business**

- a. **Open Selectboard Position:** The Board discussed the scheduled dates for submitting volunteer forms for the open Selectperson position and interviewing with the Board as very tight. Board discussion followed that included the input from NH Municipal Association on creating a transparent process. It was decided to reschedule and allow more time as follows:
  - a. Wednesday, August 16, 2023, 5:00 pm deadline to submit Volunteer Form
  - b. Tuesday, August 22, 2023, 6:00 pm Meeting, Board will interview candidates
  - c. Thursday, August 24, 2023, 6:00 pm Meeting, Back-up interview date
  - d. Friday, August 25, 2023, 6:00 pm, Deliberations by the Board
  - e. Tuesday, August 29, 2023, 6:30 pm, Selectboard Meeting, Announce chosen candidate

Discussion followed, including public input on how to conduct the interviews; a suggestion made to use the format of a debate: one questions asked and all candidates answer 1 at a time; a comment to let the Selectboard determine how to handle asking questions. The Board will determine the procedure to be used.

- b. **Concord Monitor Misinformation:** Selectperson Minton stated the Friday, August 11, 2023, 10:00 am, Selectboard Meeting was properly posted and did not know how The Concord Monitor was misinformed; the Monitor was contacted and corrected the error. She said it is not uncommon for the Selectboard to schedule "non-evening" meetings to discuss matters; by law Board members are not allowed to meet outside of a meeting.
- c. **ZOOM:** Selectperson Seidel said he was in favor of continuing to offer zoom as another way to inform and engage the public in Town business. He said he received an email from Ian Rogers, member of the Housing Advisory Committee and Alternate on the Planning Board. Ian was present to explain how a Town Youtube Channel could be set up to post the zoom meeting recordings. He said there could be a cost savings in cloud storage, employee time in responding

to requests for links to meeting, YouTube has control settings for viewing, and it can be uploaded once on a platform many people already use or can access and use easily.

VIII. **Public Comment**

- a. Bill Hanson asked about the possibility of someone like himself doing repairs at the WCC. Selectboard Seidel said he would look into what is required.
- b. Barb Marty's question was answered by Assessing Clerk Elizabeth Labbe that there is no software included in the budgeted amount for the maintenance of Town map information. She said Phase 2 is the Link Error Report that the Town uses to correct inaccurate map information.
- c. The Selectboard announced that Budget Committee Member Jonathan Lord had submitted his resignation. They thanked Jonathan for service on the committee. The vacant position will be posted on line with information on how to volunteer.
- d. John Leavitt's question about the status of the skid steer purchase for the Transfer Station was answered by:
  - i. Clyde Carson, Finance Director: Supplier was ready, delivery will be made when the Transfer Station has time and staff to train on the new equipment; a public hearing is not required for Transfer Station equipment.
  - ii. Judy Newman-Rogers, Selectboard Administrator Assistant: The Selectboard motioned to approve the purchase of the skid steer recommended by Varick Proper, Transfer Station Foreman, contingent on the agreement of the make and model by Director of DPW, Tim Allen, not present at the meeting, but who would be contacted the next day.
- e. Marianne Howlett, Tax Collector, presented the Board a contract for their signature from the company, gWorks, who has purchased the tax collection software she uses. She said gWorks purchased BMSI and the Town "will continue to pay" what they paid to BMSI.

IX. **Consent Agenda**

**Assessing Clerk Elizabeth Labbe presented:**

- a. **The CAI Contract**
- b. Yield Tax 22-463-11T
- c. Abatement for Map 11 Lot 028
- d. Abatement for Map 07 Lot 013
- e. **Land Use Change Tax Abatement, Release of Funds**
- f. Read into the record was a letter from resident David Caryl, regarding solar system assessments. (Filed with these minutes)

This initiated a conversation about the current Assessor and responses to staff and the public; there was input from the Tax Collector and the previous Assessing Clerk; process for how and when to go out to bid for a new Assessing Company, if the Town chooses to do that, and be ready for the 2025 Town Revaluation; including the cost of possibly updating software in the Capital Improvement Program was suggested.

X. **Manifest**

Motion for the Select Board to approve the following previously signed manifests:

- Accounts Payable check numbers 7432 through 7463, dated 8/3/2023, in the amount of \$32,861.30.
- Accounts Payable check numbers 7464 through 7465, dated 8/8/2023, in the amount of \$59,161.13 for

the August 10<sup>th</sup> bi-weekly payroll and federal tax deposits.

- Bi-weekly payroll checks numbers 3411 through 3419 and direct deposit check numbers E01018 through E01046 dated 8/10/2023 for a net payroll of \$45,443.32.
- Accounts Payable check numbers 7466 through 7485, dated 8/10/2023, in the amount of \$29,007.17.
- Accounts Payable check numbers 7486 through 7487, dated 8/14/2023, in the amount of \$161,957.60, which includes the semi-annual loan payment for the fire station and the purchase of a new skid steer for the transfer station.

XI. **Non-public Session – 91-A:3 II (If needed) – None**

XII. **Adjourn**

Selectperson Minton Motioned to Adjourn at 8:51 pm.

Respectfully submitted,

Judith A. Newman-Rogers,  
Selectboard Administrative Assistant

## **Items from the 8/15/23 SB meeting:**

### **1. CLSRT:**

#### **GRANT ADMINISTRATION AGREEMENT**

This Agreement is entered into by the Town of Warner, New Hampshire, a municipal corporation duly organized under the laws of the State of New Hampshire with a mailing address of 5 East Main Street, P.O. Box 265, Warner, NH 03278 (the "Town"), and Friends of Concord-Lake Sunapee Rail Trail, a 501(c)(3) non-profit corporation, with a mailing address of P.O. Box 610, Warner, New Hampshire 03278 ("FCLSRT") (together the Town and FCLSRT are identified below as the "Parties").

#### **RECITALS**

- A. WHEREAS, FCLSRT applied for and received Congressionally directed funding in the amount of \$1,203,200 (the "Federal Grant") for the purposes of designing, permitting and constructing a biking, pedestrian, and recreational trail and bridge over the Warner River under Interstate 89 near Exit 9 connecting the so-called Intervale portion of Warner on one side of Interstate 89 with the portion of Warner along Waterloo Street and New Market Road and beyond on the other side of Interstate 89 (the "Project");
- B. WHEREAS, the Selectboard of the Town of Warner provided a support letter for the Project application stating in part, "We fully support this project and look forward to the support if we are to receive Congressionally Directed Spending and to make this a reality for Warner."
- C. WHEREAS, the Grant requires twenty percent "matching funds" to be expended on the Project (the "Matching Funds"), meaning that a total of \$1,504,000 will be expended for the Project;
- D. WHEREAS, the New Hampshire Department of Transportation ("NHDOT") has been assigned to oversee administration of the Grant;
- E. WHEREAS, the NHDOT is requiring that the Town serve as the formal "Sponsor" for the Grant (the "Grant Sponsor") because NHDOT requires the Town be the guarantor of the perpetual maintenance of this federally funded project;

**Commented [MPC1]:** Is this calculation correct? I assume the matching funds are above the 20% required as this number is more than 20%.

- F. WHEREAS, the Town is willing serve as the Grant Sponsor so long as FCLSRT agrees to (1) act as the Town's agent and oversee all aspects of the management of the Project required of the Grant Sponsor; (2) pay all necessary Matching Funds required by the terms of the Grant; and (3) accept responsibility for any and all future maintenance required by the NHDOT of the portion of the trail constructed under the Grant.

THEREFORE, NOW, the Parties agree as follows:

1. FCLSRT As Agent: FCLSRT agrees to act as the Town's agent and oversee all aspects of the management of the Project required of the Grant Sponsor to the extent allowed by NHDOT, all as more specifically identified below.
  - (a) FCLSRT will identify a designee of its organization (the "Designee"), currently Tim Blagden of Warner, to serve in the capacity as the agent of Warner for purposes of the Project;
  - (b) The Designee will report to the Town Administrator or to any other Town representative identified by the Town (the "Town Representative," meaning the "Person in Responsible Charge" as defined in the Local Public Agency Certification Training), on the status of work on the Project and respond to questions of the Town's Representative with respect to the Project. Such reports will occur, at least monthly, as required by the LPA process, or on any reasonable schedule established by the Town and agreed upon by FCLSRT and the NHDOT. Such reports may be in person, over the telephone, via email or other electronic means, as deemed acceptable from time to time by the Town Representative.
  - (c) FCLSRT agrees, and the Town acknowledges that the Designee will be responsible for making all decisions necessary for carrying out the Town's obligations as Project Sponsor under the Grant, including the selection of the design and construction professionals and contractors, the scope of their work, and the payment of those professional and contractors. FCLSRT further agrees that the Designee shall undertake such work in a professional and responsible manner.
  - (d) The Designee and the Town Representative shall cooperate to ensure the execution and submission of all necessary paperwork to the NHDOT for reimbursement of expenses incurred in undertaking design and construction work on the Project. The Parties each acknowledge that time is of the essence and that they shall respond to one another's inquiries with respect to the Grant and Project in a prompt manner.
2. FCLSRT As Funder of Matching Funds: FCLSRT represents that it has secured the necessary Matching Funds for the Project in the amount of Three Hundred Thousand Eight Hundred Dollar (\$300,800), and it agrees to use such funds for the Project, as more particularly describe below.
  - (a) FCLSRT understands and acknowledges that the Grant for this Project is a "reimbursement" grant, meaning that funds must first be expended for work on the Project (the "Initial Expenditures") before the NHDOT will consider reimbursement requests from the Town.
  - (b) FCLSRT agrees to pay all such Initial Expenditures from its Matching Funds so that the Town will not be obligated to pay from its General Funds for initial Engineering Study and Preliminary Design work associated with the Project. To ensure that such funds are available to the Town, FCLSRT agrees to pay to the Town or to hold in escrow, whichever the Town prefers (the "Project Escrow Account"), sufficient funds to pay for all work and supply orders for the Project executed by the Designee. Such funds shall be paid into the Project Escrow Account prior to or at the time of the execution of such work and supply orders by the Designee. The Town agrees that funds held in the Project Escrow Account shall be disbursed only to the appropriate contractors, consultants, and/or suppliers as required by the terms of their contracts for the Project and as designated by the Designee.
  - (c) In the event of a dispute between a contractor, consultant, or supplier with respect to payment, the Town agrees to retain such funds for payment in the Project Escrow Account pending resolution as between the Designee and such contractor, consultant, or supplier.

- (d) In no event shall the Town become obligated to any contractor, consultant, or supplier for the Project beyond the expenditure of funds available to it in the Project Escrow Account.
- (e) Furthermore, the Town agrees that it shall, within 10 days or receipt of any reimbursed funds from the NHDOT under the Grant for funds expended on the Project, remit the reimbursed funds to FCLSRT, or place the funds in the Project Escrow Account for soon-to-be issued work or supply orders, as directed by FCLSRT. The Town understands that it is merely serving a conduit for the Grant Funds and NHDOT reimbursements and receiving such funds on behalf of FCLSRT, which is paying the expenses in the first instance from the Matching Funds (and potentially other funds) raised from FCLSRT's generous donors.
- (f) The Parties agree to keep regular account of all funds held in escrow, funds expended, and funds reimbursed and to share such information with one another on a regular basis to ensure the appropriate administration of the Grant, the Matching Funds, and the terms of this Agreement.

3. FCLSRT To Maintain Constructed Trail: FCLSRT acknowledges and agrees that it shall be obligated to maintain the portion of the Concord Lake Sunapee Rail Trail constructed using the Grant Funds as may be required from time to time by the NHDOT. This obligation may be perpetual, and therefore, FCLSRT agrees that any successor entity shall be likewise obligated to maintain the trail constructed with the Grant funding under its terms of succession and that it shall retain this Agreement in its corporate records to ensure that the New Hampshire Attorney General's Office's Charitable Trust Division (which is responsible for ensuring appropriate non-profit succession) is aware of this obligation.

4. Town to Serve as Project Sponsor: In exchange for FCLSRT's agreement to the terms above, the Town agrees to serve as the formal Grant Sponsor so as to comply with the requirements of the NHDOT and to abide by the terms of the NHDOT's Project Agreement, to which this Agreement is to serve as a Supplement.

5. Length of Project Sponsorship: The period of the Town's sponsorship shall be for the duration of the NHDOT's Project Agreement

**Town of Warner, New Hampshire**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Select Board Member

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Harry Seidel  
Select Board Member

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Select Board Member

**Friends of Concord-Lake Sunapee Rail Trail**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Duly Authorized

## 2. Tax Collector Software Contract





**ORDERING DOCUMENT**

This Ordering Document is a binding legal agreement entered into by and between the client set forth in the signature block below ("Client") and GIS Workshop, LLC ("gWorks") as of the last date in the signature boxes below ("Effective Date"). Client and gWorks are each a "Party" and collectively the "Parties."

WHEREAS, gWorks and Business Management Systems, Inc. ("BMSI") entered into an Asset Purchase Agreement dated June 30, 2023 whereby gWorks acquired the BMSI contracts and agreements including that of Client.

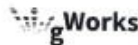
NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- Services.** This Ordering Document shall govern all Client Services including those received under Client's agreement with Business Management Systems, Inc. ("BMSI") immediately prior to the Effective Date of this Ordering Document and all future Services purchased by Client from gWorks. Client acknowledges and agrees that this Ordering Document, and the documents incorporated herein by reference, are the only agreements governing the Client Services.
- Term.** This Ordering Document shall be in effect as of the Effective Date and shall continue until the end of the term of the last Service in this Ordering Document, unless earlier terminated in accordance with the gWorks Master Services Agreement and Terms of Services ("Agreement").
- Effect of Service Termination.** Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts owed to gWorks for such Services; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession, including those Client Materials acquired from BMSI, related to such Service. Notwithstanding the above, if, within thirty (30) days after termination of a Service Client requests data export assistance, gWorks will export such data files to Client, and such data export services will be charged at gWorks then-current rates. No termination or expiration of a Service, this Ordering Document, or the Agreement will affect Client's obligation to pay all amounts due and owing to gWorks for Services.
- Fees.** Fees for all Client Services provided by BMSI immediately preceding this Ordering Document shall remain the same under this Ordering Document and Agreement for the then-current contract or agreement year, and thereafter shall be subject to annual increases in accordance with the Agreement.
- Entire Agreement.** This Ordering Document, including the then-current gWorks Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. The Agreement shall be amended and supplemented with the Superseding Provisions of this Ordering Document. In the event of conflict between this Ordering Document and the Agreement, this Ordering Document shall control. Capitalized terms not defined in this Ordering Document shall have the meaning given to them in the Agreement. Except as amended herein, the Agreement shall continue in full force and effect. This Ordering Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Ordering Document, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Ordering Document may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Ordering Document by such methods shall be deemed to be valid and effective for all purposes.

This Ordering Document is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Ordering Document, Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below:

- gWorks Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatost/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>

4861-4431-7266.7



By signing this Ordering Document, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Ordering Document and any documents incorporated herein, and that, upon their signature, this Ordering Document and any documents incorporated by reference herein will become the legally binding agreement of the Client.

GIS Workshop, LLC	Client
Signed: <u>Steve Mitchell</u>	Client Name*: _____
Print Name: <u>Steve Mitchell</u>	Signed: _____
Title: <u>Chief Investment Officer</u>	Print Name: _____
Date: <u>07/24/23</u>	Title: _____
	Date: _____

\*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.



**DIGITAL TAX MAP DATA CONVERSION AND  
UPDATING SERVICES PROPOSAL  
FOR THE  
TOWN OF WARNER, NEW HAMPSHIRE**

Submitted June 7, 2023 by



**SCOPE OF WORK**

**TAX MAP CONVERSION AND UPDATING SERVICES**

1. Using the most current Tax Map PDF files provided by the CLIENT, CAI shall digitize the maps into an industry standard ESRI file geodatabase. As part of this process, CAI shall update the resulting digital GIS parcel data with up to twenty (20) changes. The results of this task will produce a seamless parcel composite file referenced in a real world coordinate system to serve as a foundation for developing a local government GIS. Furthermore, the resulting GIS parcel data set, when joined to a current CAMA data export file, will serve as the source for developing link error reports to identify where existing parcel updates are required. That additional parcel updating shall be performed by CAI as part of a separate project.
2. Data, if shown on the existing maps, to be digitized shall include but not necessarily be limited to map features as follows:
  - Property Lines
  - Roads
  - Right of ways
  - Railroads
  - Water lines (streams, ponds, etc.)
  - Wetlands
  - Easements
  - Town lines
  - State Plane grid coordinate lines
  - Common ownership data
  - Match line references
3. Text, if shown on the existing maps, to be reproduced shall include all text as follows:
  - Road names
  - Water names
  - Easement names
  - Parcel numbers
  - Parcel areas
  - Dimensions
  - Adjacent town names
  - Exempt parcels
  - Part of text
4. Digital Drafting Standards
 

All text is set to conform to standard cartographic practices. Text will be added to the GIS database using our standard templates to set the text size, font, color and symbol for each feature. If a text height must be reduced, it will be dropped to accommodate the cartographic need.
5. CAI shall generate new tax maps matching the CLIENT's existing map grid layout.
  - A. The CLIENT's existing tax map Index will be digitized and used for tax map production to ensure that parcels are shown on the correct maps.
  - B. CAI shall configure an ESRI ArcGIS v. 10 x tax map plotting .mxd document using Data Driven Pages. This document will be used to create hard copy and PDF tax maps. The maps will contain standard map features such as a legend, north arrow, CLIENT seal, adjacent sheet index, map disclaimer and date of revision.
  - C. CAI shall configure an additional ESRI ArcGIS v. 10 x .mxd document designed for reproducing the CLIENT's index map. The index map will include features and labels for the tax map grid, roads, railroads, water and adjacent municipalities.
6. CAI shall develop a preliminary tax map set in PDF format for review and acceptance prior to final delivery. Changes to the maps should be noted either in the PDF document or the CLIENT can print the PDF maps and note changes on the hard copies prior to sending them back to CAI. CAI staff will incorporate the changes noted by the CLIENT prior to final delivery.

## CLIENT RESPONSIBILITIES

1. The CLIENT shall appoint a contact person to serve as project liaison between the CLIENT and CAI.
2. The CLIENT shall provide to CAI a complete set of Tax Maps in PDF format.
3. The CLIENT shall provide CAI with up to twenty (20) tax map edits in PDF format.
4. The CLIENT shall provide CAI with an ASCII text or DBF formatted export file from the CLIENT's CAMA system containing the attribute information for inclusion into the site.
5. The CLIENT shall provide comments and or changes to the preliminary tax maps within thirty (30) days of receipt.

## DELIVERABLES

1. CAI shall deliver one (1) complete set of preliminary b/w tax maps in PDF format.
2. CAI shall deliver one (1) complete set of final b/w tax maps in PDF format.
3. CAI shall deliver one (1) complete set of full size and one (1) complete set of reduced size b/w tax map prints.
4. CAI shall deliver Link Error Reports that identify mismatches between the GIS parcel layer and the CAMA export file.
5. CAI shall deliver all digital data developed as part of this project. Final delivery product will be in ESRI file geodatabase format. The CLIENT shall own all digital data created specifically for this project.

## GUARANTEE

CAI shall guarantee all maps, indexes and information generated against any errors or omissions for one (1) full year from the date of delivery. Any errors detected by the CLIENT and brought to CAI's attention shall be immediately corrected at no additional cost to the CLIENT. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

## SCHEDULE

### TAX MAP CONVERSION AND UPDATING SERVICES

CAI shall complete the Tax Map Conversion and updating services within one hundred twenty (120) days of receipt of a fully executed contract and PDF Tax Maps.

## COST AND PAYMENT TERMS

TAX MAP CONVERSION AND UPDATING SERVICES	\$16,300.00
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<b>Total Cost</b>	<b>\$16,300.00</b>
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Payment shall be due within 30 days of invoicing. Said invoicing to be done as follows:

- Twenty percent (20%) of Tax Map Conversion and Updating Services, (\$3,260.00), is due upon receipt of an executed contract.
- Balance of Tax Map Conversion and Updating Service, (\$13,040.00), will be invoiced monthly based on the portion of work completed and reported to the CLIENT.

DIGITAL TAX MAP DATA CONVERSION AND UPDATING SERVICES CONTRACT  
FOR THE  
TOWN OF WARNER, NEW HAMPSHIRE

June 7, 2023

This is a contract made this 7th day of June, 2023 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI and the Town of Warner, a municipal corporation located at 5 East Main Street, Warner, NH 03278, hereinafter called the CLIENT, to provide professional GIS services according to the specifications, terms and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Digital Tax Map Data Conversion and Updating Services Proposal, dated June 7, 2023, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The total consideration of this contract is \$16,300.00 per the specifications in the above referenced proposal.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested services.

This contract shall be construed under the laws of the State of New Hampshire.

In Witness whereof, the parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF WARNER, NEW HAMPSHIRE

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CAI Technologies  
Precision Mapping. Geospatial Solutions.  
  
Timothy Fountain, GISP  
Vice President