

# SELECT BOARD MEETING AGENDA

**DATE:** 6:00pm Monday, Aug 19, 2013

**HELD:** Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee

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The Select Board reserves the right to make changes as deemed necessary during the meeting. Please limit your speaking time to 15 minutes.

1. **Call to Order - 6:00 pm**
2. **Public Comment**
3. **Bill Humm, Conservation Commission Chairman and Larry Kindberg, Recreation Commission Chairman, Memorandum of Understanding regarding Construction and Maintenance of Trails on Town-Owned Land**
4. **Larry Kindberg, Recreation Commission Chairman – Little River Park Embankment Slide**  
*Remove the embankment slide at the recommendation of Property-Liability Trust*
5. **Larry Kindberg, Recreation Commission Chairman – Request of Funds for Little River Park Playground**  
*Purchase and install appropriate surfacing material under/around playground equipment, in accordance with LGC-PLT recommendations and USCPSC guidelines*
6. **Randy Stevens, Highway Supervisor –Road Salt Purchase for FY14**  
*Seeking approval to purchase road salt from two vendors, Granite State Minerals (State Bid) and International Salt Company for FY14*
7. **Randy Stevens, Highway Supervisor – Wetlands Permitting Proposal**  
*Seeking approval to enter into an agreement with Marc Jacobs for professional wetland consulting services for culvert replacements on Birch Hill Road and Lee Hill Road*
8. **Roger Rice, Transfer Station Manager – revised staffing schedule,**  
*Continued discussion and review of proposed staffing schedule for the Transfer Station, limiting hours worked per employee to ten per day*
9. **Acceptance of Minutes – Minutes and Non Public Minutes from August 6, 2013**
10. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

<b><u>SIGNATURES REQUIRED</u></b>	<b><u>INFORMATION ONLY</u></b>
Equitable Sharing Agreement and Certification – US DOJ	Comcast - Letter re: Encryption of Limited Basic Service
Sale of Tax Deeded Property at Wadleigh Falls – Closing Documents	

**11. Town Administrator's Report**

- Rita Lane Update
- Little River Park – Multi- Purpose Field: Seed vs Sod
- Miscellaneous

**12. Acceptance of Manifest #3 and Weeks Payroll Ending Aug 18, 2013**

**13. Miscellaneous/Unfinished Business**

**14. Non-Public**

- a. **RSA 91-A:3 II (b)** – Chief Murch – Personnel Issue
- b. **RSA 91-A:3 II (d)** – Noble Farm Update

**15. Adjournment**

**Posted: Town Hall, Public Safety Complex, Transfer Station, Public Library and on [leenh.org](http://leenh.org) on Aug 16, 2013 at 12:00 pm**

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: Aug 19, 2013

Agenda Item No. 3

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**8/19/2013**

**Agenda Item Title: Bill Humm, Conservation Commission Chairman and Larry Kindberg, Recreation Commission Chairman, Memorandum of Understanding regarding Construction and Maintenance of Trails on Town-Owned Land**

**Requested By: Bill Humm**

**Date: 8/9/2013**

**Contact Information: [BHumm@aol.com](mailto:BHumm@aol.com)**

**Presented By: Bill Humm and Larry Kindberg**

**Description:** Trails are located on both conservation and recreation lands. To clarify procedures for authorizing the construction and maintenance of trails on various Town-owned lands, the Conservation Commission and the Recreation Commission are recommending the attached agreement.

**Financial Details: n/a**

**Legal Authority (Public Recreation & Parks) RSA 35-B:3** “The power conferred by RSA 35-B:1 may be exercised by a recreation or park commission or any other board or commission as authorized by the governing body of the political subdivision and charged with the responsibility of providing leisure-time services within the political subdivisions’ jurisdiction”... “VII. To operate jointly with other governmental units any facilities or property including participation in the acquisition; and VIII. To hold trust or manage public property useful to the accomplishment of its objectives.”  
**(Conservation Commission) 36-A:4 Powers. –**

I. Said commission may receive gifts of money, personal property, real property, and water rights, either within or outside the boundaries of the municipality, by gift, grant, bequest, or devise, subject to the approval of the local governing body, such gifts to be managed and controlled by the commission for the purposes of this section. Said commission may acquire in the name of the city or town, subject to the approval of the local governing body, by purchase, the fee in such land or water rights within the boundaries of the municipality, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations, or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within their city or town, and shall manage and control the same, but the city or town or commission shall not have the right to condemn property for these purposes.

**Legal Opinion: As of this date, the Recreation Commission has not been granted the authority under RSA 35-B:3 VII & VIII**

**REQUESTED ACTION OR RECOMMENDATIONS:**

MOTION: To grant the authority under RSA 35-B:3 VII & VIII to the Recreation Commission specifically for the purpose of trail construction or maintenance in Little River Park, in accordance with the Memorandum of Understanding executed between the Conservation Commission and the Recreation Commission.

OR:

To table pending further discussion.

## Construction and Maintenance of Trails on Town-Owned Lands: Memorandum of Understanding

### Background:

Over the years, the Town of Lee has acquired numerous parcels of land for a variety of purposes including municipal services, recreation, and conservation. These parcels range in size from the 191.5 acre Town Forest Complex to the 0.67 acre Wadleigh Falls canoe launch. Some, such as the Town Forest Complex, were acquired with conservation as a primary objective. Others, such as those comprising Little River Park, were acquired primarily for their recreation potential.

Many of the properties having high conservation values have been further protected over the years when voters agreed to place conservation easements on them. These legal agreements strictly limit the allowable uses of the land, and the holders of the easements monitor them yearly for compliance.

### Trails:

Trails are located on both conservation and recreation lands. To clarify procedures for authorizing the construction and maintenance of trails on various Town-owned lands, the Conservation Commission and the Recreation Commission recommend the following.

1. For Town-owned lands protected by conservation easements, trail construction or maintenance shall first be reviewed and approved by the Conservation Commission. These properties include:
  - Lee Town Forest Complex
  - Maud Jones Memorial Forest
  - Lee Five Corners Reserve
  - Old Mill Reserve
  - Ellis Oyster River Reserve
  - Garrity Reserve
  - Joseph Ford Wildlife Preserve
2. For Little River Park, trail construction or maintenance shall first be reviewed and approved by the Recreation Commission. If some or all of the proposed work lies within 100' of the Little River, review and approval shall also be required by the Conservation Commission.
3. For other Town-owned properties, trail construction or maintenance shall be reviewed and approved by both the Recreation Commission and the Conservation Commission in no particular order.

The undersigned agree to the above.

\_\_\_\_\_  
Recreation Commission, Chair    date

\_\_\_\_\_  
Conservation Commission, Chair    date





**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only
Meeting Date: <u>Aug 19, 2013</u>
Agenda Item No. <u>5</u>

**BOARD OF SELECTMEN**

8/19/13 **MEETING AGENDA REQUEST**  
(Meeting Date Requested)

Agenda Item Title: REQUEST FUNDS FOR LRP PLAYGROUNDS

Requested By: RECREATION COMMISSION Date: 8/19/13

Contact Information: LARRY KIMBELL

Presented By: LARRY KIMBELL, CHAIRMAN

Description: SEE ATTACHED

Financial Details: SEE ATTACHED

Legal Authority  
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion:

**REQUESTED ACTION OR RECOMMENDATIONS:**

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Lee Recreation Commission  
7 Mast Road  
Lee, NH 03861

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August 15, 2013

To: BOS

Re: Little River Park

On August 5, 2013, Kevin Flanagan, Risk Management Advisor for Property Liability Trust (PLT) met with myself, and Randy Stevens to review safety procedures for the new playground equipment being installed at Little River Park. His report is attached.

At this time and in accordance with the US Consumer Protection Guidelines for playground safety, we need to install at least 12" of wood chips under each piece of playground equipment. This includes the three new units (swing and two spring toys) that are being installed plus resurfacing the area under the climb net.

The installation of the wood chips will bring us into compliance with the USCPSC guidelines and better protect the town in the event of injury.

Randy Stevens has obtained a quote for the wood chips.

The Recreation Commission requests the sum of \$1,728 for the purchase and delivery of the wood chips. We also request an additional amount of \$500 to cover incidental expenses such as retaining trim that might be needed to retain the wood chips in their designated areas. The funds requested are to be obtained from the playground equipment warrant article funds that have been encumbered.

Larry A. Kindberg, Chairman  
Town of Lee Recreation Commission



Mr. Randy Stevens, Highway Supervisor  
Town of Lee  
Ref: Playground survey

Dear Randy,

On Monday, August 5, 2013, Property-Liability Trust (Local Government Center) conducted a pre-installation playground equipment survey for the Town of Lee. The following observations and recommendations are presented:

1. The proposed use zones for the Elephant Swing and Spring Rocker equipment were reviewed and meet U.S. Consumer Product Safety Commission (USCPSC) guidelines.
2. The recommended surfacing material for both areas is nine inches of wood chips. \*
3. The playground should have signage posted that addresses general conduct rules, age appropriateness, adult supervision and emergency service contact information.
4. The current surface material under the Flexible Climber is inadequate according to USCPSC guidelines. Recommend resurfacing with nine inches of wood chips.
5. The current condition of the Slide Apparatus inadequate according to USCPSC guidelines. The slide is warped, surface material has eroded, slope steepness is a potential injury hazard, vegetation is overgrown, age appropriate use signs are missing.

\*Initial application of wood chips should be twelve inches to account for compression.

A memo containing specific recommendations for signage, surfacing options and a list of surface material suppliers will follow this brief survey summary.

*Thank you for inviting Property-Liability Trust to provide this Risk Management service. If you have any questions regarding this report or we can be of further assistance please do not hesitate to give me a call at 1-603-226-1311.*

Kevin Flanagan  
Risk Management Advisor  
Property-Liability Trust



## Larry Kindberg

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**From:** Randy Stevens [rstevens@leenh.org]  
**Sent:** Tuesday, August 13, 2013 5:00 PM  
**To:** 'Larry Kindberg'  
**Subject:** RE: wood chips

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Larry,  
80x19.10 =1,528 & 200 =1,728.00. The truck can haul up to 105 yards so one trip at 200 should do it. We can't haul it with town trucks for that price. It would take 10 loads.  
It is kind of interesting as you say how symmetrical the bumps on the slide are. Kind of too bad because I have seen a lot of kids both young and old having a good time on it.

Randy Stevens  
Lee Highway Department  
7 Mast Rd Lee, NH 03861  
603-659-6515

**From:** Larry Kindberg [mailto:larrykindberg@comcast.net]  
**Sent:** Tuesday, August 13, 2013 8:32 AM  
**To:** 'Randy Stevens'  
**Subject:** RE: wood chips

Randy:

Thanks...let me know the final cost and I will have it on the BOS agenda for the 19th to request the funds.

My thought on the slide damage and in speaking with an injection molding engineer friend in California, is that the damage is from a molding defect, probably on the plastic mix. He was curious as to why the bumps were so symmetrical. Since it is double walled, he doubted that it had to do with the installation on the ground. Logically, if it had to do with sitting on the ground, there would not be so many bumps and in the pattern shown in the photos. The sunlight should not have affected the plastic since it is designed for the elements. I think that we just got a piece of junk and if the manufacturer is not going to help us then we should not waste our time! Maybe a post on BBB and Angie's List?

Larry

**Larry A. Kindberg, Chairman**  
**Town of Lee Recreation Commission**  
603-617-3626 (day)  
603-292-5790 (eve)

**From:** Randy Stevens [mailto:rstevens@leenh.org]  
**Sent:** Tuesday, August 13, 2013 7:02 AM

**To:** 'Larry Kindberg'  
**Subject:** wood chips

Hi Larry,

I will stick with my original estimate of 80 yds. 50 for Climbnet, 20 for Elephant Swing, and 10 for spring animals. I have an E-mail to the wood chip company asking how many yards in the truck that they charge 200 delivery for. On the slide issue. I wonder if we took it to the shop and flipped it upside down and laid it in the sun if the bumps would even out. It might also help to drill some pinholes in the backside if there is air trapped between the two layers.

Randy Stevens  
Lee Highway Department  
7 Mast Rd Lee, NH 03861  
603-659-6515



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: Aug 19, 2013

Agenda Item No. 6

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**8/19/2013**

**Agenda Item Title: Road Salt Purchase for FY14**

**Requested By: Randy Stevens, Highway Supervisor**

**Date: 8/12/2013**

**Contact Information: [rstevens@leenh.org](mailto:rstevens@leenh.org)**

**Presented By: Randy Stevens**

**Description: The Town has until August 31st to sign a contract with Granite State Minerals to take advantage of the NHDOT bid - District 6 - for Road Salt. International Salt Co. has submitted pricing which matches the bid. Recommend purchasing salt from both vendors so as to ensure a constant supply.**

**Financial Details: \$48.00/ton Granite State Minerals – non-covered wet salt and \$48.27/ton International Salt – covered dry salt. Estimated total purchase 450 tons. FY Budget is \$28,000.**

**Legal Authority Lee Purchasing Policy**

**Legal Opinion: Enter a summary; attach copy of the actual opinion**

**REQUESTED ACTION OR RECOMMENDATIONS:**

**MOTION: Move to authorize the Highway Supervisor to execute a contract with Granite State Minerals and International Salt. Co. for the purchase of Road Salt for FY 14.**

## Julie Glover

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**From:** Randy Stevens <rstevens@leenh.org>  
**Sent:** Monday, August 12, 2013 5:17 PM  
**To:** 'Julie Glover'  
**Subject:** RE: Salt contract Vendor District 6

48.00/ton Granite State Minerals – not covered wet salt (unless it comes right off ship)

48.27/ton International Salt – covered dry salt

It looks like we have until August 31 to sign up and take advantage of the DOT bid, so if you put me on the agenda I will discuss with BOS on the 19<sup>th</sup>.

Thanks

Randy Stevens

Lee Highway Department

7 Mast Rd Lee, NH 03861

603-659-6515

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**From:** Julie Glover [mailto:townadministrator@leenh.org]  
**Sent:** Monday, August 12, 2013 10:24 AM  
**To:** Randy Stevens  
**Subject:** FW: Salt contract Vendor District 6  
**Importance:** High

Julie E. Glover  
Town Administrator  
Town of Lee  
7 Mast Road  
Lee, NH 03861  
603-659-5414

*The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from Town employees regarding the business of the Town of Lee, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.*

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**From:** Jobel, Ronald C [mailto:Ronald.Jobel@nh.gov]  
**Sent:** Monday, August 12, 2013 9:18 AM  
**To:** [a.legere@doover.nh.gov](mailto:a.legere@doover.nh.gov); [jpbohenk@ch.cityofportsmouth.com](mailto:jpbohenk@ch.cityofportsmouth.com); [roadagent@atkinson-nh.gov](mailto:roadagent@atkinson-nh.gov); [townhall@metrocast.net](mailto:townhall@metrocast.net); [jstevens@brentwoodnh.gov](mailto:jstevens@brentwoodnh.gov); [townclerk@townofdanville.org](mailto:townclerk@townofdanville.org); [roads@townofdeerfieldnh.com](mailto:roads@townofdeerfieldnh.com); [administrator@ci.durham.nh.us](mailto:administrator@ci.durham.nh.us); [eastking@myfairpoint.net](mailto:eastking@myfairpoint.net); [secretary@townofepping.com](mailto:secretary@townofepping.com); [epsomtown@metrocast.net](mailto:epsomtown@metrocast.net); [webmaster@exeternh.org](mailto:webmaster@exeternh.org); [directordpw@metrocast.net](mailto:directordpw@metrocast.net); [farmingtonta@metrocast.net](mailto:farmingtonta@metrocast.net); [administrator@fremont.nh.gov](mailto:administrator@fremont.nh.gov); [kanderson@greenland-nh.com](mailto:kanderson@greenland-nh.com); [Townclerk@hampsteadnh.us](mailto:Townclerk@hampsteadnh.us); [inquires@town.hampton.nh.us](mailto:inquires@town.hampton.nh.us); [administrativeassistant@hamptonfalls.org](mailto:administrativeassistant@hamptonfalls.org); [kensington@kensingtontown.com](mailto:kensington@kensingtontown.com); [atsullivan1@comcast.net](mailto:atsullivan1@comcast.net); [dguimond@leenh.org](mailto:dguimond@leenh.org); [adminmadbury@comcast.net](mailto:adminmadbury@comcast.net); [midsel@worldpath.net](mailto:midsel@worldpath.net); [miltonta@metrocast.net](mailto:miltonta@metrocast.net); [ncppcullen@comcast.net](mailto:ncppcullen@comcast.net); [nancyspencer@newfieldsnh.gov](mailto:nancyspencer@newfieldsnh.gov); [bmarconi@townofnewingtonnh.com](mailto:bmarconi@townofnewingtonnh.com); [kcastle@newmarketnh.gov](mailto:kcastle@newmarketnh.gov); [newtonselectmen@comcast.net](mailto:newtonselectmen@comcast.net); [jfacella@northhampton-nh.gov](mailto:jfacella@northhampton-nh.gov); [administration@town.northwood.nh.us](mailto:administration@town.northwood.nh.us); [cbrown@nottingham-nh.gov](mailto:cbrown@nottingham-nh.gov); [pittsfieldnh@metrocast.net](mailto:pittsfieldnh@metrocast.net); [hwysupervisor@comcast.net](mailto:hwysupervisor@comcast.net); [peter.nourse@rochesternh.net](mailto:peter.nourse@rochesternh.net); [rollinsford.sel@comcast.net](mailto:rollinsford.sel@comcast.net); [nancyw@town.rye.nh.us](mailto:nancyw@town.rye.nh.us); [agualdo@sandown.us](mailto:agualdo@sandown.us); [jmstarkey@seabrooknh.org](mailto:jmstarkey@seabrooknh.org); [john.jackman@comcast.net](mailto:john.jackman@comcast.net); [townsh@myfairpoint.net](mailto:townsh@myfairpoint.net); [stratfordnh@gmail.com](mailto:stratfordnh@gmail.com); [strathamdpw@myfairpoint.net](mailto:strathamdpw@myfairpoint.net); [linda.stcy@usnh.edu](mailto:linda.stcy@usnh.edu); [denise.smith@usnh.edu](mailto:denise.smith@usnh.edu);

[kbrent@ccsnh.edu](mailto:kbrent@ccsnh.edu)

**Subject:** FW: Salt contract Vendor District 6

**Importance:** High

**To All:**

**District 6 pricing \$48.37 Rock, \$48.27 Solar**

**Vendor**

**International Salt Company, LLC Home State**

**655 Northern Blvd**

**Po Box 540**

**Clarks Summit PA 18411**

**Daniel P. Thompson**

**TEL. # (888) 388-4726 ext. 2001 (toll free)**

**FAX # (570) 586-6463**

**[bids@iscosalt.com](mailto:bids@iscosalt.com)**

*Ron Jobel*

**Contract Manager**

Office 603-271- 2201 ex 227

**\*\*\*\*\*This information may be confidential and/or privileged. Use of this information by anyone other than the intended recipient is prohibited. If you received this in error, please inform the sender and remove any record of this message. **Warning:** Although we have taken reasonable precautions to ensure no viruses are present in this email, we cannot accept responsibility for any loss or damage arising from the use of this email or attachments.\*\*\*\*\***

## Julie Glover

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**From:** Randy Stevens <rstevens@leenh.org>  
**Sent:** Wednesday, August 07, 2013 4:50 PM  
**To:** 'Julie Glover'  
**Subject:** RE: Granite State Minerals, Inc. Salt Pricing for 2013-14 Season

Thanks! I haven't received anything on the salt bid yet. I will give it another week and see how International Salt reacts. Usually the loser matches the winners price.

Randy Stevens  
Lee Highway Department  
7 Mast Rd Lee, NH 03861  
603-659-6515

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**From:** Julie Glover [<mailto:townadministrator@leenh.org>]  
**Sent:** Wednesday, August 07, 2013 3:40 PM  
**To:** Randy Stevens  
**Subject:** FW: Granite State Minerals, Inc. Salt Pricing for 2013-14 Season

Julie E. Glover  
Town Administrator  
*Town of Lee*  
*7 Mast Road*  
*Lee, NH 03861*  
*603-659-5414*

The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from Town employees regarding the business of the Town of Lee, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.

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**From:** [gsm\\_janet@live.com](mailto:gsm_janet@live.com) [[mailto:gsm\\_janet@live.com](mailto:gsm_janet@live.com)] **On Behalf Of** Janet Harrington  
**Sent:** Wednesday, August 07, 2013 3:32 PM  
**To:** [jharrington@gsmst.com](mailto:jharrington@gsmst.com)  
**Cc:** Bill Creighton; Renee  
**Subject:** Granite State Minerals, Inc. Salt Pricing for 2013-14 Season

Good Afternoon,

In light of the new NH Department of Transportation contract pricing, please see the attached letter detailing GSM's price offer of \$48.00 per ton of bulk road salt, delivered, to the towns located in District 6. This price will remain in effect until June 30, 2014.

Please feel free to call or email with any questions you may have. We look forward to working with you, and greatly appreciate your business!

Best regards,

Janet

**Janet Harrington**  
**Granite State Minerals, Inc.**  
[jharrington@gsmsalt.com](mailto:jharrington@gsmsalt.com)  
PH: 603-436-8505  
FX: 800-797-3796



**Granite  
State  
Minerals**

**2013-14 ICE CONTROL SALT QUOTATION  
CITIES/TOWNS OF NEW HAMPSHIRE IN DISTRICT 6**

Based on the new NH Department of Transportation contract pricing, Granite State Minerals is pleased to extend the delivered price of \$48.00 per ton of bulk road salt for the 2013-14 season. This price will remain firm until June 30, 2014. For inventory planning purposes, we would appreciate if you return a completed and signed copy of this form via mail, fax 800-797-3796 or email [jharrington@gsmsalt.com](mailto:jharrington@gsmsalt.com) by August 31, 2012.

Orders may be placed 24 hours a day by calling 800-582-7907 or by fax 800-797-3796. The contact person for ordering and delivery questions is Janet Harrington at 800-582-7907 x14, or Renee McCune at 603-436-8505. Our physical mailing address is 227 Market St., Portsmouth, NH 03801.

Payment terms are Net 30 days from invoice date.

Please call with any questions. We look forward to working with you this season and greatly appreciate your business!

Kind regards,

*Janet*

Janet Harrington  
Granite State Minerals, Inc.  
[jharrington@gsmsalt.com](mailto:jharrington@gsmsalt.com)

Customer Info:

Town: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Contact/Phone/Fax: \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_ Estimated Usage





**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: Aug 19, 2013

Agenda Item No.7

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**8/19/2013**

**Agenda Item Title: Wetlands (Dredge & Fill) Permitting Contract**

**Requested By: Randy Stevens, Highway Supervisor**

**Date: 8/14/2013**

**Contact Information: [rstevens@leenh.org](mailto:rstevens@leenh.org)**

**Presented By: Randy Stevens**

**Description: Culverts on Birch Hill Road (North River) and Lee Hill Road (Little River) need to be replaced and the permitting process is complex.**

**Financial Details: \$9,400 – Marc Jacobs; \$3,900 – Farwell Engineering. There are no funds identified for this work in the FY14 budget.**

**Legal Authority** CHAPTER 482-A FILL AND DREDGE IN WETLANDS

**Legal Opinion:** Enter a summary; attach copy of the actual opinion

**REQUESTED ACTION OR RECOMMENDATIONS:**

**MOTION: Move to authorize the Highway Supervisor to execute the agreement with Marc Jacobs, with Farwell Engineering as a subcontractor, for professional services associated with obtaining NHDES permits for culvert replacement on Birch Hill Road and Lee Hill Road.**

**OR**

**Table pending further review.**



Via email

August 12, 2013

Mr. Randy Stevens  
Town of Lee  
Lee Highway Department  
7 Mast Road  
Lee, NH 03861

Re: Agreement for Professional Services (APS)  
Birch Hill Road – North River  
Lee Hill Road – Little River  
Lee, NH

Dear Mr. Stevens:

We are pleased to furnish this proposal and agreement to provide professional wetland consulting services for the above-referenced locations to the Town of Lee (hereafter “the Client”). This proposal is based upon our meeting and site walk of the properties conducted on July 3, 2013. Both locations are proposed for culvert replacement.

The North River and Little River are both protected by the Shoreland Conservation District (Article XIV). Article XIV prohibits excavation or filling within the district unless approved by the Lee Planning Board with review by the Lee Conservation Commission (LCC). The Birch Hill Road culvert involves what appears to be an unnamed intermittent stream that is tributary to the North River. The Lee Hill Road culvert involves what appears to be an unnamed perennial stream that is tributary to the Little River. As such it does not appear that either culvert replacement involves the local Shoreland Conservation District. Birch Hill Road is considered a scenic road in Lee.

Portions of the North River are considered 4<sup>th</sup> order and as such are protected by the state Shoreland Water Quality Protection Act (SWQPA). Since the work appears to be proposed on unregulated streams and appears to be more than 250 feet from the North River, we are not proposing to file a Shoreland Permit Application under the SWQPA as of this writing. However, the Lamprey River and the Lamprey River Watershed, to which the Little and North Rivers belong, are both designated under the NH Rivers Management and Protection Program. Any activities within ¼ mile of a designated river must be reviewed by the Lamprey Rivers Local Advisory Committee. There is no application however. Similarly, it appears that both crossings may be considered Tier 3 crossings under the NHDES Stream Crossing Rules since they are located on a designated river.

Article XV requires a Special Exception from the Lee Zoning Board of Adjustment for undertakings within 75-feet of any wetland area. We have assumed for the purposes of this proposal that the need for a special exception will be waived due to the municipal nature of the project so we have not proposed to prepare an application for a Special Exception nor have we proposed or budgeted for attendance at a planning board or zoning board meeting. As indicated above we are proposing to present the projects to the LCC and will make revisions to the site plans if needed after receiving input at the meeting. Should a special exception (or DES Shoreland Permit) become necessary we will provide you with an estimate to prepare the application and attend a meeting of the planning and zoning boards upon request.

## **SCOPE**

Based upon prior experience and the information above, we anticipate that the scope of services identified below will be necessary to support the projects. The scope has been divided into four stages.

### **Stage I**

- Identification and delineation of current jurisdictional wetlands and other resources within the town right-of-way, up and downstream of the culvert at each location.
- Preparation of an existing conditions site plan (to be prepared by your surveyor with input from this office) for each location. Separate proposals for engineering support at each location are attached to this document.
- Preparation for and attendance at a pre-application meeting with the New Hampshire Department of Environmental Services (NHDES).

The wetland-upland boundary will be identified and delineated according to the US Army Corps of Engineers – 1987 Wetlands Delineation Manual; the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0; and Article XV of the Town of Lee Zoning, Wet Soils Conservation Zone. The wetland-upland boundary will be identified in the field with solid pink color survey flags, each bearing a letter and number to assist in their subsequent field location by instrument survey.

The surveyor will subsequently locate the wetland flags via instrument survey and plot them on an existing conditions plan. Data transects and completion of field data sheets documenting the wetland-upland boundary is not being proposed. We will provide an estimate for this activity if/when data transects are requested by regulatory authorities.

### **Stage II**

- Determination and quantification of wetland impacts for each location.
- Preparation of a draft proposed conditions / grading site plan (to be prepared by your engineer with input from this office and as per local input and applicable state and federal design parameters) for each location. Separate proposals for engineering support at each location are attached to this document.
- Preparation for and attendance at a design review meeting with the Client (1 meeting allowance)
- Preparation for and attendance at an LCC meeting. (1 meeting allowance)
- Preparation for and attendance at an LCC site visit. (1 visit allowance)
- Preparation for and attendance at a Lamprey River Local Advisory Committee meeting. (1 meeting allowance)

### Stage III

- Preparation of a standard dredge and fill permit application and supporting materials to the NHDES and LCC for each location.
- Preparation of a US Army Corps of Engineers Appendix B application for each location.

### Stage IV

- Construction monitoring

Construction monitoring is recommended but we have not budgeted for this activity as it is difficult to estimate in the absence of an approved permit that notes specific conditions. We will provide an estimate going forward upon your request.

### DELIVERABLES

Project deliverables include a hard copy of the completed dredge and fill permit application and supporting materials as well as site plans (existing and proposed conditions).

### BUDGET

The costs for the services identified above are based on previous experience with sites of comparable size and projects having a similar scope. The costs are estimated as follows:

Stage I	\$ 750.00 to \$1,000.00 (not including \$2,700.00 for existing conditions plans)
Stage II	\$ 800.00 to \$1,250.00 (not including \$1,200.00 for proposed conditions plans)
Stage III	<u>\$3,900.00 to \$4,250.00</u>

**TOTALS \$5450.00 to \$6,500.00**

**We propose to conduct the work identified in Stages I-III for a lump sum of \$5,500.00.** Additional services will be provided as requested by mutual agreement after approval of an Agreement for Continuing Services (ACS). The budget identified above does not include local, state or other filing fees, which are the responsibility of the Client. The budget above assumes that we are authorized to work on both culverts simultaneously to maximize efficiency.

Survey/Engineering support (Phases I, II and III)

Birch Hill Road	\$2,150.00
Lee Hill Road	<u>\$1,750.00</u>
TOTALS	<b>\$3,900.00</b>

It is our expectation that the surveyor/engineer would act as a subcontractor to us. We do not take a mark-up on engineering and survey support services. However, if you prefer that the project engineer contract with and bill the town directly that can be arranged.

Mr. Randy Stevens  
Proposal and Agreement for Professional Services  
August 12, 2013

**SCHEDULE**

**We are prepared to continue work on the project within 10 days of receipt of an executed APS.** We expect our Stage II work to take approximately three weeks to complete after receipt of existing conditions site plans. The application will not be submitted before receipt of grading site plans which are suitable for submission to the NHDES. In the event that we are obstructed or delayed in the completion of the aforementioned services by any act of the Client or the Client's agents or by any act beyond our control including, but not limited to, inclement weather, equipment failure, unanticipated difficulties encountered in performing the aforementioned services, or delay created by regulatory agencies, then any schedule outlined above shall be extended for a period of time equivalent to the time lost by reason of any or all of the aforementioned causes.

**To authorize the work described above, please print and sign one copy of this document at the bottom in the space provided and return to indicate your acceptance of the terms of this agreement.** The Client understands that the right to contest invoices after 30 calendar days from issuance is waived. Work will cease on all accounts after 10 calendar days or if the outstanding balance exceeds \$500.00 and interest will be charged at a rate of 1.5% per month (18% annually) on accounts which are 30 calendar days overdue. Should collection procedures become necessary, attorney fees will be requested in addition to any outstanding principal balance and interest.

The Client understands that wetlands and soils are natural systems therefore perceived negative results or those that do not meet with predetermined or preconceived expectations are not basis for non-payment of services rendered. All documents, including original drawings, estimates, specifications, field notes, field work, photographs and data are and shall remain our sole and exclusive property as instruments of service. The Client agrees that the consultants liability shall in no event exceed the fee paid for services pursuant to this agreement. Submittal of a dredge and fill permit application to the NHDES is no guarantee that it will be approved. Most applications are eventually approved but many application requests are not approved in their original form.

We appreciate the opportunity to provide this proposal and agreement in support of these projects. Please feel free to contact the undersigned with any questions regarding this document. This proposal is valid for 30 days. We look forward to assisting you and the Town of Lee with these projects.

Cordially,  
  
Marc Jacobs, CWS, PWS, CSS, CPESC

\_\_\_\_\_  
Randy Stevens or duly authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name if different from above

\_\_\_\_\_  
Date



265 Wadleigh Falls Road Lee, NH 03861 Ph(603)292-5787  
[WWW.FARWELLENGINEERING.COM](http://WWW.FARWELLENGINEERING.COM)

August 9, 2013

Mr Marc Jacobs, CSS, CWS  
PO Box 417  
Greenland, NH 03840

**Re: Lee Hill Rd  
Culvert Replacement  
#1343**

Dear Marc:

Thank you for meeting with me Wednesday July 24<sup>th</sup> to review a culvert replacement project. It is my understanding that I would provide an existing and proposed conditions plan of the area. I would locate wetflags you have placed and topography and property line information based on tax map and any found monuments in the immediate area. I would provide add additional information to the plans as needed for permitting.

This proposal will set forth the Scope of Services, Schedule of Work, and Fees for this project.

## SCOPE OF SERVICES

### **Task 1 – Existing conditions plan**

FES will perform survey for the area to create an existing conditions plan. This plan will include approximate boundary information, topography building visible utility locations, edge of pavement and all pertinent information for the site.

### **Task 2 – Permitting assistance**

It is my understanding that the culvert replacement for Lee Hill Road is a tier 2 permit. The culvert will need to be replaced with the same size or larger concrete culvert or as directed by the owner. You will be completing the application and coordinating with the owner.

## COMPENSATION

Farwell Engineering Services, LLC will provide the three tasks as specified on an hourly basis. If additional plans or studies are required FES will provide you with a cost estimate prior to performing additional work. I will work to provide the best outcome for you while letting you know where we stand on the budget. The cost per task is broken down below. FES will obtain town approval for the amount specified below.

• Task 1 Existing condition plan	\$1,350
• Task 2 Permitting assistance	\$400
• <b>Total</b>	<b>\$1,750</b>

Engineering services will be billed at the following hourly rates:

- Principal/Project Engineer \$100/hr
- Surveyor with Robotic total station \$125/hr

## EXPENSES

The following is a list of typical expenses.

Plan copies	\$3.50/ sheet
Mileage –	\$0.60/mile
Mailing	Mailing of plans \$5 up to 12 oz.
Mylar	\$25/sheet

Mr Marc Jacobs  
August 9, 2013  
Page 3

**AUTHORIZATION**

This Proposal, consisting of three (3) pages, shall represent the entire understanding between Mr. Marc Jacobs and Farwell Engineering Services, LLC in respect to the project. If satisfactory to you, please sign both copies of the proposal, return one copy to this office, and retain one copy for your files. This proposal shall remain valid for a period of Thirty (30) days. This proposal may only be modified in writing, signed by both parties. Verbal authorization shall be obtained prior to proceeding with work.

**SCHEDULE**

FES will initiate work within 2 weeks from the authorization to proceed.

Please give me a call if you want to discuss your project in anyway. We appreciate the opportunity to provide you with this proposal and look forward to working with you. Please contact me directly if you have any questions or require any additional information.

Sincerely,

**FARWELL ENGINEERING SERVICES, LLC**

Tobin Farwell, P.E.  
Principal

1341.pro.doc

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**MR MARC JACOBS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

COPY





265 Wadleigh Falls Road Lee, NH 03861 Ph(603)292-5787  
WWW.FARWELLENGINEERING.COM

August 9, 2013

Mr. Marc Jacobs, CSS, CWS  
PO Box 417  
Greenland, NH 03840

**Re: Birch Hill Rd  
Culvert Replacement  
#1343**

Dear Marc:

Thank you for meeting with me Wednesday July 24<sup>th</sup> to review a culvert replacement project. It is my understanding that I would provide an existing and proposed conditions plan of the area. I would locate wetflags you have placed and topography and property line information based on tax map and any found monuments in the immediate area. I would provide additional information to the plans as needed for permitting.

This proposal will set forth the Scope of Services, Schedule of Work, and Fees for this project.

## SCOPE OF SERVICES

### **Task 1 – Existing conditions plan**

FES will perform survey for the area to create an existing conditions plan. This plan will include approximate boundary information, topography building visible utility locations, edge of pavement and all pertinent information for the site.

### **Task 2 – Permitting assistance**

It is my understanding that the culvert replacement for Birch Hill Road is a tier 3 permit and FES will need to run a hydrocadd analysis to determine the 50 year peak flow to size the culvert. The culvert will need to be designed to meet the UNH stream crossing guidelines to the extent practical. You will be completing the application and coordinating with the owner.

## COMPENSATION

Farwell Engineering Services, LLC will provide the three tasks as specified on an hourly basis. If additional plans or studies are required FES will provide you with a cost estimate prior to performing additional work. I will work to provide the best outcome for you while letting you know where we stand on the budget. The cost per task is broken down below. FES will obtain town approval for the amount specified below.

• Task 1 Existing condition plan	\$1,350
• Task 2 Permitting assistance	\$800
• <b>Total</b>	<b>\$2,150</b>

Engineering services will be billed at the following hourly rates:

- Principal/Project Engineer \$100/hr
- Surveyor with Robotic total station \$125/hr

## EXPENSES

The following is a list of typical expenses.

Plan copies	\$3.50/ sheet
Mileage –	\$0.60/mile
Mailing	Mailing of plans \$5 up to 12 oz.
Mylar	\$25/sheet

Mr Marc Jacobs  
August 9, 2013  
Page 3

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**SCHEDULE**

FES will initiate work within 2 weeks from the authorization to proceed.

Please give me a call if you want to discuss your project in anyway. We appreciate the opportunity to provide you with this proposal and look forward to working with you. Please contact me directly if you have any questions or require any additional information.

Sincerely,

**FARWELL ENGINEERING SERVICES, LLC**

Tobin Farwell, P.E.  
Principal

1341.pro.doc

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**MR MARC JACOBS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COPY**

## Marc E. Jacobs

Consulting Wetland & Soil Scientist



### Areas of Expertise

- Soil Survey
- Wetland Delineation
- Functional Wetland Assessment
- Vernal Pool Evaluation
- Wetland Permitting
- Wetland Impact Mitigation
- Erosion & Sediment Control

### Years of Experience

- Wetlands Preservation, Inc.: 14
- Independent Consultant: 15
- Rockingham County Conservation District: 6

### Education

- B.S./Soil Science/1984/University of New Hampshire

### Registration/Certification

- NH Certified Soil Scientist, #038
- NH Certified Wetland Scientist, #090
- Professional Wetland Scientist, Society of Wetland Scientists, #568
- Certified Professional in Erosion and Sediment Control, EnviroCert International, Inc., #2017

### Overview

Mr. Jacobs is a consulting wetland and soil scientist. He has 29 years of consulting experience in natural resource assessment and mapping. He has interfaced with local, state and federal regulatory agencies to provide permitting assistance and has provided expert testimony on environmental impact at state regulatory hearings and for litigation. He has also made numerous project presentations at various public hearings and meetings. Mr. Jacobs has worked as part of multidisciplinary teams evaluating potential environmental impact at contaminated wetland sites and has provided mitigation design support to compensate for unavoidable wetland impacts.

### Project Specific Experience

**JPI Development - Nyanza Superfund Site in Ashland, MA:** Project Manager for wetland permitting of large scale residential rental housing development proposed on land associated with a recently remediated Superfund site located adjacent to a recently constructed Massachusetts Bay Transit Authority commuter train station. Responsibilities included managing a small team of scientists charged with identification and delineation of natural and manmade wetland resource areas, wetland permit application preparation and support, design consultation and representation of the project at public hearings.

**Olin Chemical – Superfund Site in Woburn, MA:** Part of a team of scientists involved in the remediation of contaminated wetlands working with Conestoga-Rovers & Associates of Toronto, Canada. Responsibilities included identification and delineation of wetland resource areas, interfacing with local and state regulatory agencies, and development of a wetland mitigation design to restore contaminated wetlands after remediation.

**Nichols Village in Groveland, MA:** Project Manager and Principal Scientist for development of a 94 apartment elderly/independent living facility with 6 detached multi-family dwellings necessitating the development of approximately 2000 linear feet of new roadway resulting in direct wetland impacts to approximately 5,000 square feet of wetland resource areas. Responsibilities on this 23 million dollar project included, identification and delineation of wetlands, soil survey and preparation of soil maps, subsurface soil investigations for storm water management design, permitting assistance including representation at public hearings, design of compensatory mitigation and monitoring of same (during construction and long-term), weekly site inspections and preparation of status reports regarding erosion and sediment control, attendance at weekly design and eventual construction meetings to interface on legal, architectural, engineering and environmental issues.

**Stantec Consulting Services, Inc. – Water Storage Tank in Groveland, MA:** Project Manager and Principal Scientist for proposed construction of a 0.8 million gallon water storage tank and 2000 feet of permanent gravel access road for the Town of Groveland Water Department, resulting in 2,610 square feet of permanent wetland impact. Responsibilities included delineation of wetlands and resource areas; analysis of alternatives; preparation, submittal and support of a Notice of Intent application under the Wetlands Protection Act; and construction monitoring/inspections. The project involved interfacing over a period of almost 2 years with a variety of local and state agencies, including the conservation commission, on whose land the tank would be constructed.

**NewDam, LLC – Residential subdivision in Farmington, NH:** Project Manager and Principal Scientist. The project involved the subdivision of approximately 200 acres into 65 residential house lots, necessitating the construction of approximately 5,900 linear feet of new roadway, which resulted in 7 proposed wetland crossings. Project responsibilities included identification and delineation of wetlands, examination and description of soils for subdivision approval and subsurface sewage disposal design, assessment of vernal pool habitat (11 potential, 8 actual); including habitat for Jefferson/Blue-spotted complex salamanders; both species of special concern) and permitting assistance including representation at meetings with the NH Department of Environmental Services, US Environmental Protection Agency as well as public hearings with the local planning board and conservation commission.

**Hawkview Estates – Residential Development in Hudson, NH:** Project Manager and Principal Scientist. The project involved the subdivision of approximately 222 acres into 55 residential house lots, necessitating the construction of approximately 15,000 linear feet of new roadway, which resulted in 12 proposed wetland crossings and 18,000 square feet of permanent wetland impact. Project responsibilities included identification and delineation of wetlands, permitting assistance including representation at public hearings, design of compensatory mitigation and wetland restoration programs, wildlife habitat assessment, functional wetland assessment and an analysis of alternatives. A portion of the new road and select wetland impacts involved a NH Department of Transportation (NHDOT) dedicated right-of-way which was proposed to be built by the applicant as part of the project. Other regulatory authorities with which we were required to interface on this project included NH Fish and Game, the NH Department of Environmental Services as well as extensive interaction with the local planning board, zoning board and conservation commission.

**Newburyport Conservation Commission – Crow Lane Landfill Closure in Newburyport, MA:** Project Manager and Principal Scientist for environmental peer review of three alternatives of the Corrective Action Design and Perimeter Landfill Construction for compliance with the Wetlands Protection Act. Responsibilities included bordering vegetated wetland review, vernal pool evaluation, site plan review for construction sequencing and erosion and siltation control - Best Management Practices, site review for potential on and off-site compensatory wetland mitigation opportunities, interfacing with a variety of state and local regulatory agencies representing both wetlands and solid waste issues, and project representation at public hearings.

**Wright-Pierce – Municipal Well – South Berwick, ME:** Principal Scientist for proposed relocation of a gravel road which provides access to a municipal well field as well as nearby residential dwellings. Responsibilities included delineation of jurisdictional wetlands, interfacing with MEDEP staff regarding a jurisdictional interpretation and preparation of a delineation report.

**Civil Consultants – Vernal Pool Evaluation – South Berwick, ME:** Principal Scientist for proposed residential subdivision. Project responsibilities included evaluation and documentation of potential significant vernal pool habitat for amphibians according to the Maine Natural Resources Protection Act (NRPA) and preparation of a report of findings.

**SFC Engineering Partnership – Cell Tower - Sebago, ME:** Principal Scientist for proposed Verizon cell tower. Project responsibilities included delineation of jurisdictional wetlands.

## Publications/Lectures

Mr. Jacobs has provided instruction for numerous workshops and seminars on various aspects of soil and wetland systems for professionals and lay persons.

## Professional Affiliations

Member and Past Officer, New Hampshire Association of Natural Resource Scientists

Member and Current Officer, Society of Soil Scientists of Northern New England.

Past Member & Past Chair, Barrington (NH) Conservation Commission

Member, Strafford Rivers Conservancy, Currently serving on the Lands Committee

## Specialized Training

40-Hour Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120 HAZWOPER training in hazardous materials and contaminated site investigations.

## Chronology

2011 - Present, Rockingham County (NH) Conservation District, Staff Scientist

2004 - Present, Sole Proprietor/Independent Consultant

1990 - 2004, Wetlands Preservation, Inc., Senior Wetland Scientist

1985 - 1990, Rockingham County (NH) Conservation District, Staff Scientist

1985 - 1990, Sole Proprietor/Independent Consultant



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: Aug 19, 2013

Agenda Item No. 8

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**8/19/2013**

**Agenda Item Title: Updated Staffing Schedule**

**Requested By: Roger Rice, Transfer Station Manager**

**Date: 8/19/2013**

**Contact Information: [rrice@leenh.org](mailto:rrice@leenh.org)**

**Presented By: Roger Rice**

**Description: Continued discussion with the Board on the proposed staffing schedule, based on the 10 hour work day**

**Financial Details: unk**

**Legal Authority RSA 41:8**

**Legal Opinion: Enter a summary; attach copy of the actual opinion**

**REQUESTED ACTION OR RECOMMENDATIONS:**

**MOTION: Move to accept the Transfer Station staffing schedule as presented, which restricts employees from working more than ten hours per day.**

Staffing Grid						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		OPEN 7a.m.-6 p.m.		OPEN 7a.m.-6 p.m.		OPEN 7a.m.-6 p.m.
	Roger 7-10 a.m.	Chip 6 a.m.-3 p.m.	Roger 7-10 a.m.	Chip 6 a.m.-3 p.m.	Roger 7-10 a.m.	Chip 6 a.m.-3 p.m.
		Roger 8 a.m.-6:15 p.m.		Roger 8 a.m.-6:15 p.m.		Roger 8-6:15 p.m.
		PT#1 6 a.m.-1 p.m.		PT#1 6 a.m.-1 p.m.		PT#1 6 a.m.-4 p.m.
		PT#2 1p.m. -6:15 p.m.		PT#2 1p.m. -6:15 p.m.		PT#2 8-6:15 p.m.

Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Roger	0	3	10.25	3	10.25	3	10.25	39.5
Chip	0	0	9	0	9	0	9	27
PT#1	0	0	7	0	7	0	10	24
PT#2	0	0	5.25	0	5.25	0	10.25	21

\*Note: Chip will work an additional 10-13 hours each week as needed on M,W or F



# **SELECTMEN'S MEETING**

**August 19, 2013**

## **CONSENT AGENDA ITEMS**

(Individual items may be removed by any Selectman for separate discussion and vote)

### **SIGNATURES REQUIRED**

- Equitable Sharing Agreement and Certification – US DOJ
- Sale of Tax Deeded Property at Wadleigh Falls – Closing Documents

### **INFORMATION ONLY**

- Comcast – Letter re: Encryption of Limited Basic Service

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**       Yes     No

**If you answered yes to the above question, complete Table I**

**Agency Head**

Signature:   
 Name: Chester W. Murch  
 Title: Chief of Police  
 Date: 8/9/13  
 E-mail: cmurch@leenhpolice.org

**Governing Body Head**

Signature: \_\_\_\_\_  
 Name: John R. LaCourse, PhD.  
 Title: Chairman Board of Selectmen  
 Date: \_\_\_\_\_  
 E-mail: jlacourse@leenh.org

**Subscribe to Equitable Sharing Wire:**

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

<u>restee@leenhpolice.org</u>
<u>cmurch@leenhpolice.org</u>

**Final Instructions:**

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY Entered by _____  Entered on _____  <input type="radio"/> FY End: 06/30/2013 <input checked="" type="radio"/> NCIC: NH0091000    Agency: Lee Police Department <input type="radio"/> State: NH    Finance Contact: Chester Murch	 Date Printed: July 31, 2013 11:50  Phone: 603-659-5866  E-mail: <a href="mailto:cmurch@leenhpolice.org">cmurch@leenhpolice.org</a>
---	--



Asset Forfeiture and Money Laundering Section

**U. S. Department of Justice**  
*Criminal Division*

Washington, D.C. 20530

July 1, 2013

Chester Murch  
Lee Police Department  
20 George Bennett Road  
Lee, NH 03861

Re: Equitable Sharing Program - Compliance Letter

Dear Sir/Madam:

The U.S. Department of Justice requires all state and local law enforcement agencies participating in the Equitable Sharing Program to submit an Equitable Sharing Agreement and Certification form (form). Through this Program, the Department is able to distribute forfeited cash and property to participating agencies. Before funds can be distributed, agencies must be in compliance with the reporting requirements outlined in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies (April 2009).

To ensure that your agency remains in compliance and eligible to receive funds, please complete the Equitable Sharing Agreement and Certification form for fiscal year 2013 by August 31, 2013. Please complete the form by following the instructions below:

- . Download the form from the Department of Justice website at [www.justice.gov/criminal/afmls/equitable-sharing](http://www.justice.gov/criminal/afmls/equitable-sharing)
- . Complete and save the form as an XML and PDF document
- . Email the form as an XML attachment to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)
- . Fax the signed Affidavit page to (202) 616-1344
- . Retain a PDF copy and print a hard copy of the form and Affidavit for your agency's records

If you have any questions, please contact Records Examiner Rosa Ashford at (202) 305-3048.

Sincerely,

Gene Patton, Assistant Deputy Chief  
Asset Forfeiture and Money  
Laundering Section



Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements	\$320.00	
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	<b>Total</b>	\$320.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds

**Table E: Expenditures in Support of Community-Based Programs**

Recipient	Justice Funds	

**Table F: Windfall Transfers**

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____		

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

**THIS IS A TRANSFER FROM THE TOWN OF LEE, NH AND IS THEREFORE  
PARTIALLY EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER  
TAX PURSUANT TO RSA 78-B:2 AND WHOLLY EXEMPT FROM THE L-CHIP FEE  
PURSUANT TO RSA 478:17-g, II (a)**

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, that the **TOWN OF LEE**, a  
municipal corporation, with a mailing address of 7 Mast Road,  
Lee, New Hampshire for consideration paid, grants to **ARTHUR  
GAUDET, JR.**, of PO Box 1194, Stratham, New Hampshire, with  
**QUITCLAIM COVENANTS**, the following described premises:

Two parcels of land situated in the Town of Lee, County of  
Strafford and State of New Hampshire located on Wadleigh Falls  
Road, now known as Map 35, Lot 3-1 and Lot 3-6.

Being the same premises conveyed to the grantor by Tax  
Collector's Deeds from Penelope A. Stetson, Tax Collector for  
the Town of Lee, dated June 30, 1993 recorded at the Strafford  
County Registry of Deeds at Book 1688, Page 357 and 358.

Subject to all encumbrances of record.



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**TOWN OF LEE**  
**By Its Board of Selectmen**

\_\_\_\_\_  
John R. LaCourse, Chairman

\_\_\_\_\_  
David Cedarholm, Selectman

\_\_\_\_\_  
Carole Dennis, Selectman

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, ss

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me,  
personally appeared John R. LaCourse, David Cedarholm and Carole  
Dennis, Selectmen for the Town of Lee, a municipal corporation,  
known to me or satisfactorily proven to be the persons whose  
names are subscribed to the foregoing instrument, and  
acknowledged that they executed the same for the purposes  
therein contained on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

# A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> FmHA		3. <input type="checkbox"/> Conv. Unins.		6. File Number <b>13-0359</b>		7. Loan Number		8. Mortgage Insurance Case Number	
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv. Ins.									
C. Note: <small>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: it is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.</small>										TitleExpress Settlement System Printed 08/05/2013 at 14:52 BM	
D. NAME OF BORROWER:		<b>Arthur Gaudet, Jr.</b>									
ADDRESS:		<b>PO Box 1194, Stratham NH 03885</b>									
E. NAME OF SELLER:		<b>Town of Lee</b>									
ADDRESS:		<b>7 Mast Road, Lee NH 03861</b>									
F. NAME OF LENDER:											
ADDRESS:											
G. PROPERTY ADDRESS:		<b>Map 35, Lots 3-1 and 3-6, Lee NH 03861</b>									
H. SETTLEMENT AGENT:		<b>Great Oak Title Services, LLC</b>									
PLACE OF SETTLEMENT:											
I. SETTLEMENT DATE:		<b>08/09/2013</b>									
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>						<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>					
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>						<b>400. GROSS AMOUNT DUE TO SELLER</b>					
101. Contract sales price				<b>800.00</b>		401. Contract sales price				<b>800.00</b>	
102. Personal property						402. Personal property					
103. Settlement charges to borrower (line 1400)				<b>261.46</b>		403.					
104.						404.					
105.						405.					
Adjustments for items paid by seller in advance						Adjustments for items paid by seller in advance					
106. City/town taxes						406. City/town taxes					
107. County taxes						407. County taxes					
108. Assessments						408. Assessments					
109.						409.					
110.						410.					
111.						411.					
112.						412.					
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>				<b>1,061.46</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>				<b>800.00</b>	
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>						<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>					
201. Deposit or earnest money						501. Excess Deposit (see instructions)					
202. Principal amount of new loans						502. Settlement charges to seller (line 1400)					
203. Existing loan(s) taken subject to						503. Existing loan(s) taken subject to					
204.						504. Payoff of First Mortgage Loan					
205.						505. Payoff of second mortgage loan					
206. Paid to Seller				<b>800.00</b>		506. Paid to Seller				<b>800.00</b>	
207.						507.					
208.						508.					
209.						509.					
Adjustments for items unpaid by seller						Adjustments for items unpaid by seller					
210. City/town taxes						510. City/town taxes					
211. County taxes						511. County taxes					
212. Assessments						512. Assessments					
213.						513.					
214.						514.					
215.						515.					
216.						516.					
217.						517.					
218.						518.					
219.						519.					
<b>220. TOTAL PAID BY/FOR BORROWER</b>				<b>800.00</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>				<b>800.00</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>						<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>					
301. Gross amount due from borrower (line 120)				<b>1,061.46</b>		601. Gross amount due to seller (line 420)				<b>800.00</b>	
302. Less amounts paid by/for borrower (line 220)				<b>800.00</b>		602. Less reduction amount due seller (line 520)				<b>800.00</b>	
<b>303. CASH FROM BORROWER</b>				<b>261.46</b>		<b>603. CASH TO SELLER</b>				<b>0.00</b>	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: " HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; " Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; " Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

**SETTLEMENT STATEMENT**

TitleExpress Settlement System Printed 08/05/2013 at 14:52 BM

<b>L. SETTLEMENT CHARGES</b>		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL SALES/BROKER'S COMMISSION based on price \$800.00 =</b>			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805.			
806.			
807.			
808.			
809.			
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to	@ \$	/day
902. Mortgage Insurance Premium for 0 mont to			
903. Hazard Insurance Premium for 0 mont to			
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$		/mo
1002. Mortgage Insurance	mo. @ \$		/mo
1003. City Property Tax	mo. @ \$		/mo
1004. County Property Tax	mo. @ \$		/mo
1005. Annual Assessments	mo. @ \$		/mo
1009. Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement or Closing Fee			
1102. Abstract or Title Search		200.00	
to Great Oak Title Services, LLC			
1103. Title Examination			
1104. Title Insurance Binder			
1105. Document Preparation			
1106. Notary Fees			
1107. Attorney's fees			
(includes above items No: )			
1108. Title Insurance			
(includes above items No: )			
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111.			
1112.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Deed \$41.46	; Mortgage \$		41.46
1202. Deed Transfer Tax	Deed \$20.00 ; Mortgage \$		20.00
1203. State tax/stamps			
1204. Deed \$ ; Mortgage \$			
1205. Deed \$ ; Mortgage \$ ; Release \$			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Survey			
1304. Courier Fee			
<b>1400. TOTAL SETTLEMENT CHARGES</b>		261.46	
(enter on lines 103, Section J and 502, Section K)			

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.  
 \_\_\_\_\_  
 Town of Lee

Arthur Claudet, Jr.

By: John P. LaCourse, Chairman

By: Carol Dennis, Selectman David Cedarholm, Selectman

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**REAL ESTATE TRANSFER TAX  
DECLARATION OF CONSIDERATION**

FOR DRA USE ONLY

PRINT OR TYPE

Original Return  Amended Return

**STEP 1  
PURCHASER  
GRANTEE  
ASSIGNEE  
TRANSFEREE**

LAST NAME OR ENTITY <b>Gaudet, Jr.</b>	FIRST & INITIAL <b>Arthur</b>	TAXPAYER IDENTIFICATION NUMBER
LAST NAME OR ENTITY	FIRST & INITIAL	TAXPAYER IDENTIFICATION NUMBER
NUMBER & STREET ADDRESS <b>PO Box 1194</b>		
ADDRESS (CONTINUED)		
CITY/TOWN, STATE & ZIP CODE+4 <b>Stratham NH 03885</b>		

**STEP 2  
SELLER  
GRANTOR  
ASSIGNOR  
TRANSFEROR**

LAST NAME OR ENTITY <b>Town of Lee</b>	FIRST & INITIAL
LAST NAME OR ENTITY	FIRST & INITIAL
NUMBER & STREET ADDRESS <b>7 Mast Road</b>	
ADDRESS (CONTINUED)	
CITY/TOWN, STATE & ZIP CODE+4 <b>Lee NH 03861</b>	

**STEP 3  
REAL  
ESTATE  
PROPERTY**

MUNICIPALITY <b>Lee</b>		
BOOK NO.	PAGE NO.	COUNTY <b>Strafford</b>
BRIEF DESCRIPTION: (SUCH AS MAP AND LOT NUMBERS; LOCATED AT 17 ELM STREET, AUBURN, OR 10 ACRES, FARM HOUSE AND BARN KNOWN AS SMITH FARM, MILL ROAD, MILTON.) <b>Map 35 Lots 3-1 and 3-6</b>		

**STEP 4  
TRANSFER  
DATE**

DATE OF TRANSFER: MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR \_\_\_\_\_

**STEP 5  
CALCULATE  
THE  
TAX**

	Purchaser		Seller	
(a) FULL PRICE OR CONSIDERATION FOR THE REAL ESTATE.....	\$	800 00	\$	800 00
(b) ROUND LINE 5(a) UP TO THE NEAREST \$100 .....	\$	800 00	\$	800 00
(c) DIVIDE LINE 5(b) BY \$100 .....	\$	8 00	\$	8 00
(d) TAX RATE PER \$100 AT TIME OF TRANSFER (see instructions) .....	\$	75	\$	75
(e) SUBTOTAL OF TAX [Line 5(c) multiplied by 5(d)] .....	\$	20 00	\$	0 00
(f) TOTAL TAX PAID TO COUNTY .....	\$		\$	20 00

(Sum of purchaser & seller subtotals rounded to the nearest whole dollar) **DO NOT MAIL PAYMENT WITH THIS FORM.**

**STEP 6  
SPECIAL  
CIRCUM-  
STANCES**

Were there any special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value?  NO  YES, if yes, please explain.  
**Deed from Town exempt from their half of transfer taxes.**

**STEP 7  
SIGNATURES**

Under penalties of perjury, I declare that I have examined this document and to the best of my belief it is true, correct and complete.

FOR DRA USE ONLY	PURCHASER'S SIGNATURE (IN INK)	DATE
	PURCHASER'S SIGNATURE (IN INK)	DATE
	PURCHASER'S SIGNATURE (IN INK)	DATE
	WITNESS SIGNATURE (IN INK)	DATE

MAIL TO: NH DRA  
PO BOX 1324  
CONCORD NH 03302-1324

**CD-57-P****REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION (RSA 78-B)**  
GENERAL INSTRUCTIONS

Instructions

**WHAT IS REAL ESTATE TRANSFER TAX?**

It is a tax on the transfer, sale or granting of real property or an interest in real property. Where the price or consideration is \$4,000 or less there is a minimum tax of \$20 to both, the purchaser and the seller. See the tax rate chart in Step 5 below for applicable tax rates.

**WHAT IS FAIR MARKET VALUE?**

Rev 801.04 "Fair market value" means the price property would command if sold by a seller who is willing, but not compelled, to sell and purchased by a purchaser who is willing, but not compelled, to purchase.

**WHAT IS PRICE OR CONSIDERATION?**

Price or consideration means the amount of money, or other property and services, or property or services valued in money which is given in exchange for real estate, and measured at a time immediately after the transfer of the real estate.

**WHEN TO FILE**

A Declaration of Consideration, Form CD-57-P, and an Inventory of Property Transfer, Form PA-34, formally known as Real Estate Transfer Questionnaire, must be filed with the NH Department of Revenue Administration (NH DRA) within 30 days of recording the deed.

**WHO MUST FILE**

The purchaser, grantee, assignee, or transferee must file and sign the Declaration CD-57-P. The seller, grantor, assignor or transferor must sign the Declaration CD-57-S.

**ARE THERE EXCEPTIONS?**

Yes, there are exceptions. Please see attached checklist to determine if any exemptions are applicable to your transfer.

**WHO MUST PAY**

The tax is assessed on **both** the purchaser and the seller, with a minimum charge of \$20 each. The tax is paid at the Register of Deeds office in the county where the property is located. **DO NOT** send the tax payment with this Declaration.

**WHERE TO FILE**

File the Declaration of Consideration with: NH DRA, Documents Processing Division, PO Box 1324, Concord, NH 03302-1324.

**PENALTIES**

If a return is not filed on a timely basis, a failure to file penalty equal to 5% of the outstanding balance, with a minimum of \$10 per month, is charged for each of the first five months or parts thereof after the return is due. **In addition, there is a penalty equal to 100% of the additional tax due if either the buyer or seller makes a false statement on either the transfer tax form or deed that no tax is due, or pays tax on less than the actual price or consideration for the transfer. The 100% false statement penalty is in lieu of the 10% late payment penalty.**

**NEED HELP?**

Contact the Audit Division at (603) 230-5030 with questions concerning Real Estate Transfer Tax, Monday through Friday, 8:00 am - 4:30 pm. All written correspondence to the Department should include the taxpayer name, the name of a contact person and a daytime telephone number.

**NEED FORMS?**

To obtain additional forms please call (603) 230-5001. Copies of Form CD-57-P may also be obtained from our web site at [www.nh.gov/revenue](http://www.nh.gov/revenue). An original (not photocopied) Form PA-34 must also be obtained for filing whenever a sale or transfer of real estate occurs. Contact the Department at (603) 230-5950 if you need an original Form PA-34.

**TDD ACCESS**

Hearing or speech impaired individuals may call: TDD Access: Relay NH 1-800-735-2964. Individuals who need auxiliary aids for effective

communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

**LINE-BY-LINE INSTRUCTIONS****STEP 1**

**Purchaser:** Enter the full name and address of the purchaser(s), grantee(s), assignee(s) or transferee(s) and the taxpayer identification number(s). Please attach a supplemental schedule for 3 or more purchasers.

**STEP 2**

**Seller:** Enter the full name and address, or new address if applicable, of the seller(s), grantor(s), assignor(s), or transferor(s). Please attach a supplemental schedule for 3 or more sellers.

**STEP 3**

**Property location and description:** Enter the municipality where the property is located and give a brief description of the property in the space provided. Enter the book number, page number and the county where the property transfer is recorded.

**STEP 4**

Enter the date of the transfer.

**STEP 5**

**Price or consideration and tax calculation for both the purchaser and the seller:** Enter the results of the calculations below for **both** the purchaser and the seller in the columns provided.

**Line 5 (a)**

Enter the full price or consideration paid for the real estate transferred.

**Line 5 (b)**

Round the amount on Line 5 (a) up to the nearest \$100.

**Line 5 (c)**

Divide the amount on line 5 (b) by \$100.

**Line 5 (d)**

Enter the tax rate, for both the purchaser and the seller, in effect as of the date of transfer. (See tax rate chart above).

**Line 5 (e)**

Enter the subtotal of the tax for both the purchaser and the seller by multiplying 5(c) by 5(d).

**Line 5 (f)**

Enter the total of Line 5 (e) for the purchaser plus 5(e) for the seller, rounded to the nearest whole dollar.

**STEP 6**

**Special Circumstances:** Check the appropriate box. If "yes", describe in the space provided any special circumstances which resulted in the property being transferred at either more or less than its fair market value.

**STEP 7**

**Signatures:** Signatures, in ink, of both the purchaser(s) and the seller(s) are required. The signatures, in ink, must be witnessed and dated in the spaces provided.

TAX RATE CHART	
7/1/99 - Present	\$0.75 per \$100
7/1/93 - 6/30/99	\$0.50 per \$100
4/1/90 - 6/30/93	\$0.525 per \$100
Prior to 1990 contact the NH DRA	

**REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION**  
 QUICK CHECKLIST

**TAXABLE TRANSFERS**

Unless specifically exempted, the tax on the transfer of real property imposed by RSA 78-B applies to each contractual transfer of real estate or interest therein including transfer of a title:

Listed below are some of the more common types of contractual transfers of real estate that are not exempted from transfer tax. (Note: the amount of the tax due on all of the transfers listed below must be determined based on the actual price of consideration paid, with a \$40 minimum. A contractual transfer (i.e. one that is not a true gift) between related parties is taxable on the fair market value of the property involved.

The most common types of taxable contractual transfers are:

- Most transfers of land, house or building. Gifts of real estate are non-contractual and are therefore not subject to transfer tax.
- Transfers between a business entity and its owners, including transfers in dissolution of the business.
- Transfers between related business entities, even if the entity acquiring the real estate immediately resells the property to an unrelated party and pays the full amount of transfer tax on the second sale.
- Parties receiving real property from the State of NH, a county, a town, or other political subdivision of the State are responsible for paying the buyer's share of the tax on the transfer. (Transfers made to such entities are exempt from tax.)
- For transfers involving the US government or any of its agencies or instrumentalities, the US government, agencies and instrumentalities are exempt, but the other party is responsible for paying his/her half of the tax.
- A sale or granting of a right-of-way or an easement on property.
- A transfer of real estate or any interest therein through a foreclosure or by a deed in lieu of foreclosure, even in instances where the buyer and the seller are the same person or entity. (The consideration in such transfers is the reduction in the obligor's debt plus the amount of debt assumed by the transferee.)
- A sale, granting or transfer of real estate or an interest in real estate by a trustee in bankruptcy. (Note: Transfers authorized by a bankruptcy court as part of a reorganization of a company under Chapter 11 of the Federal Bankruptcy Code are not subject to transfer tax.)
- Leases of real estate when the term of the lease is 99 years or longer, or leases of shorter duration if renewal rights extend the total period of time to 99 years or more.
- Property transferred through a deed issued as a result of a sheriff's sale.
- A sale, granting, or transfer of standing timber occurring apart from the sale, granting or transfer of the land on which it stands.
- The transfer of an exclusive interest in or right to take soil, gravel, minerals and the like from another's real estate.
- Transfers of real estate, such as buildings and building fixtures, where the owner of the building leases the land on which the building is located.
- Transfers of interests in vacation time shares property.
- Property transferred as part of a like-kind exchange under Sec. 1031 of the IRC or as part of a land swap are subject to transfer tax based on the fair market value of the property. Transfer tax is payable on each property transferred.
- Prefabricated and modular housing built off-site.
- Transfers pursuant to a merger, consolidation, or other reorganization qualify as a tax-free reorganization as defined in section 368 of the US IRC of 1986; (prior to July 1, 2001, transfers of this nature were exempt).
- Transfers pursuant to a conversion from one form of ownership interest to another. Prior to July 1, 2001, transfers of this type were exempt if each entity had transferable shares and their assets, liabilities and ownership interests were identical before and after the transfer.

**NON-TAXABLE TRANSFERS**

The tax shall not apply to transfers:

- That are non-contractual gift transfers.
- To the state, a State agency, a county, a city/town, school district or village district.
- Of a mortgage or other instrument given to secure payment or debt.
- Of a discharge of a mortgage or other instrument solely to release security for a debt.
- Of a deed or other instrument to correct a deed or other instrument previously given.
- Of a deed given by a collector of taxes for property purchased at a tax sale.
- Of cemetery plots.
- That occur by devise by the laws regulating intestate succession and descent or by the death of any co-tenant in real estate held by joint tenancy.
- To the beneficiaries of a partnership interest where the partnership dissolves by operation of law due to the death of a partner.
- Of title between spouses pursuant to a decree of divorce or nullity.
- Between a land trust incorporated under RSA 292 and established to provide affordable housing to low-income people and a housing cooperative incorporated under RSA 301-A, if the tax is paid on the initial purchase.
- To the Trust for New Hampshire Lands when it acquires the real estate for the purpose of transferring title to the land conservation investment program, the trust is not liable, but the **seller** is liable.
- The initial sale by a dealer of "manufactured housing", which means mobile homes that have never been occupied. Any subsequent sale of a manufactured housing unit is taxable. Prefabricated and modular housing built off-site is subject to tax.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**REAL ESTATE TRANSFER TAX  
DECLARATION OF CONSIDERATION**

FOR DRA USE ONLY

PRINT OR TYPE

Original Return       Amended Return

**STEP 1**  
**SELLER GRANTOR ASSIGNOR TRANSFEROR**

LAST NAME OR ENTITY: **Town of Lee**      FIRST & INITIAL:      TAXPAYER IDENTIFICATION NUMBER:

LAST NAME OR ENTITY:      FIRST & INITIAL:      TAXPAYER IDENTIFICATION NUMBER:

NUMBER & STREET ADDRESS: **7 Mast Road**  
ADDRESS (CONTINUED):

CITY/TOWN, STATE & ZIP CODE+4: **Lee NH 03861**

**STEP 2**  
**PURCHASER GRANTEE ASSIGNEE TRANSFEREE**

LAST NAME OR ENTITY: **Gaudet, Jr.**      FIRST & INITIAL: **Arthur**

LAST NAME OR ENTITY:      FIRST & INITIAL:

NUMBER & STREET ADDRESS: **PO Box 1194**  
ADDRESS (CONTINUED):

CITY/TOWN, STATE & ZIP CODE+4: **Stratham NH 03885**

**STEP 3**  
**REAL ESTATE PROPERTY**

MUNICIPALITY: **Lee**

BOOK NO.      PAGE NO.      COUNTY: **Strafford**

BRIEF DESCRIPTION: (SUCH AS MAP AND LOT NUMBERS; LOCATED AT 17 ELM STREET, AUBURN, OR 10 ACRES, FARM HOUSE AND BARN KNOWN AS SMITH FARM, MILL ROAD, MILTON.) **Map 35 Lots 3-1 and 3-6**

**STEP 4**  
**TRANSFER DATE**

DATE OF TRANSFER:      MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR \_\_\_\_\_

**STEP 5**  
**CALCULATE THE TAX**

	Purchaser		Seller	
(a) FULL PRICE OR CONSIDERATION FOR THE REAL ESTATE.....	\$	800 00	\$	800 00
(b) ROUND LINE 5(a) UP TO THE NEAREST \$100 .....	\$	800 00	\$	800 00
(c) DIVIDE LINE 5(b) BY \$100 .....	\$	8 00	\$	8 00
(d) TAX RATE PER \$100 AT TIME OF TRANSFER (see instructions) .....	\$	75	\$	75
(e) SUBTOTAL OF TAX [Line 5(c) multiplied by 5(d)] .....	\$	20 00	\$	0 00
(f) TOTAL TAX PAID TO COUNTY .....	\$		\$	20 00

(Sum of purchaser & seller subtotals rounded to the nearest whole dollar)      **DO NOT MAIL PAYMENT WITH THIS FORM.**

**STEP 6**  
**SPECIAL CIRCUMSTANCES**

Were there any special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value?     NO     YES, if yes, please explain.  
**Deed from town exempt from their half of transfer taxes.**

**STEP 7**  
**SIGNATURES**

Under penalties of perjury, I declare that I have examined this document and to the best of my belief it is true, correct and complete.

FOR DRA USE ONLY

SELLER'S SIGNATURE (IN INK)      DATE

SELLER'S SIGNATURE (IN INK)      DATE

SELLER'S SIGNATURE (IN INK)      DATE

WITNESS SIGNATURE (IN INK)      DATE

MAIL TO: NH DRA  
PO BOX 1324  
CONCORD NH 03302-1324

**REAL ESTATE TRANSFER TAX DECLARATION OF CONSIDERATION (RSA 78-B)**  
 GENERAL INSTRUCTIONS
**WHAT IS REAL ESTATE TRANSFER TAX?**

It is a tax on the transfer, sale or granting of real property or an interest in real property. Where the price or consideration is \$4,000 or less there is a minimum tax of \$20 to both, the purchaser and the seller. See the tax rate chart in Step 5 below for applicable tax rates.

**WHAT IS FAIR MARKET VALUE?**

Rev 801.04 "Fair market value" means the price property would command if sold by a seller who is willing, but not compelled, to sell and purchased by a purchaser who is willing, but not compelled, to purchase.

**WHAT IS PRICE OR CONSIDERATION?**

Price or consideration means the amount of money, or other property and services, or property or services valued in money which is given in exchange for real estate, and measured at a time immediately after the transfer of the real estate.

**WHEN TO FILE**

A Declaration of Consideration, Form CD-57-S, and an Inventory of Property Transfer, Form PA-34, formally known as Real Estate Transfer Questionnaire, must be filed with the NH Department of Revenue Administration (NH DRA) within 30 days of recording the deed.

**WHO MUST FILE**

The purchaser, grantee, assignee, or transferee must file and sign the Declaration CD-57-P. The seller, grantor, assignor or transferor must sign the Declaration CD-57-S.

**ARE THERE EXCEPTIONS?**

Yes, there are exceptions. Please see attached checklist to determine if any exemptions are applicable to your transfer.

**WHO MUST PAY**

The tax is assessed on **both** the purchaser and the seller, with a minimum charge of \$20 each. The tax is paid at the Register of Deeds office in the county where the property is located. **DO NOT** send the tax payment with this Declaration.

**WHERE TO FILE**

File the Declaration of Consideration with: NH DRA, Documents Processing Division, PO Box 1324, Concord, NH 03302-1324.

**PENALTIES**

If a return is not filed on a timely basis, a failure to file penalty equal to 5% of the outstanding balance, with a minimum of \$10 per month, is charged for each of the first five months or parts thereof after the return is due. **In addition, there is a penalty equal to 100% of the additional tax due if either the buyer or seller makes a false statement on either the transfer tax form or deed that no tax is due, or pays tax on less than the actual price or consideration for the transfer. The 100% false statement penalty is in lieu of the 10% late payment penalty.**

**NEED HELP?**

Contact the Audit Division at (603) 230-5030 with questions concerning the Real Estate Transfer Tax, Monday through Friday, 8:00 am - 4:30 pm. All written correspondence to the Department should include the taxpayer name, the name of a contact person and a daytime telephone number.

**NEED FORMS?**

To obtain additional forms please call (603) 230-5001. Copies of Form CD-57-P may also be obtained from our web site at [www.nh.gov/revenue](http://www.nh.gov/revenue). An original (not photocopied) Form PA-34 must also be obtained for filing whenever a sale or transfer of real estate occurs. Contact the Department at (603) 230-5950 if you need an original Form PA-34.

**TDD ACCESS**

Hearing or speech impaired individuals may call: TDD Access: Relay NH 1-800-735-2964. Individuals who need auxiliary aids for effective

communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

**LINE-BY-LINE INSTRUCTIONS****STEP 1**

**Seller:** Enter the full name and address of the seller(s), grantee(s), assignee(s) or transferee(s) and the taxpayer identification number(s). Please attach a supplemental schedule for 3 or more purchasers.

**STEP 2**

**Purchaser:** Enter the full name and address, or new address if applicable, of the purchaser(s), grantor(s), assignor(s), or transferor(s). Please attach a supplemental schedule for 3 or more sellers.

**STEP 3**

**Property location and description:** Enter the municipality where the property is located and give a brief description of the property in the space provided. Enter the book number, page number and the county where the property transfer is recorded.

**STEP 4**

Enter the date of the transfer.

**STEP 5**

**Price or consideration and tax calculation for both the purchaser and the seller:** Enter the results of the calculations below for **both** the purchaser and the seller in the columns provided.

**Line 5 (a)**

Enter the full price or consideration paid for the real estate transferred.

**Line 5 (b)**

Round the amount on Line 5 (a) up to the nearest \$100.

**Line 5 (c)**

Divide the amount on line 5 (b) by \$100.

**Line 5 (d)**

Enter the tax rate, for both the purchaser and the seller, in effect as of the date of transfer. (See tax rate chart above).

**Line 5 (e)**

Enter the subtotal of the tax for both the purchaser and the seller by multiplying 5(c) by 5(d).

**Line 5 (f)**

Enter the total of Line 5 (e) for the purchaser plus 5(e) for the seller, rounded to the nearest whole dollar.

**STEP 6**

**Special Circumstances:** Check the appropriate box. If "yes", describe in the space provided any special circumstances which resulted in the property being transferred at either more or less than its fair market value.

**STEP 7**

**Signatures:** Signatures, in ink, of both the purchaser(s) and the seller(s) are required. The signatures, in ink, must be witnessed and dated in the spaces provided.

TAX RATE CHART	
7/1/99 - Present	\$0.75 per \$100
7/1/93 - 6/30/99	\$0.50 per \$100
4/1/90 - 6/30/93	\$0.525 per \$100
Prior to 1990 contact the NH DRA	



**TAXABLE TRANSFERS**

Unless specifically exempted, the tax on the transfer of real property imposed by RSA 78-B applies to each contractual transfer of real estate or interest therein including transfer of a title:

Listed below are some of the more common types of contractual transfers of real estate that are not exempted from transfer tax. (Note: the amount of the tax due on all of the transfers listed below must be determined based on the actual price of consideration paid, with a \$40 minimum. A contractual transfer (i.e. one that is not a true gift) between related parties is taxable on the fair market value of the property involved.

The most common types of taxable contractual transfers are:

- Most transfers of land, house or building. Gifts of real estate are non-contractual and are therefore not subject to transfer tax.
- Transfers between a business entity and its owners, including transfers in dissolution of the business.
- Transfers between related business entities, even if the entity acquiring the real estate immediately resells the property to an unrelated party and pays the full amount of transfer tax on the second sale.
- Parties receiving real property from the State of NH, a county, a town, or other political subdivision of the State are responsible for paying the buyer's share of the tax on the transfer. (Transfers made to such entities are exempt from tax.)
- For transfers involving the US government or any of its agencies or instrumentalities, the US government, agencies and instrumentalities are exempt, but the other party is responsible for paying his/her half of the tax.
- A sale or granting of a right-of-way or an easement on property.
- A transfer of real estate or any interest therein through a foreclosure or by a deed in lieu of foreclosure, even in instances where the buyer and the seller are the same person or entity. (The consideration in such transfers is the reduction in the obligor's debt plus the amount of debt assumed by the transferee.
- A sale, granting or transfer of real estate or an interest in real estate by a trustee in bankruptcy. (Note: Transfers authorized by a bankruptcy court as part of a reorganization of a company under Chapter 11 of the Federal Bankruptcy Code are not subject to transfer tax.)
- Leases of real estate when the term of the lease is 99 years or longer, or leases of shorter duration if renewal rights extend the total period of time to 99 years or more.
- Property transferred through a deed issued as a result of a sheriff's sale.
- A sale, granting, or transfer of standing timber occurring apart from the sale, granting or transfer of the land on which it stands.
- The transfer of an exclusive interest in or right to take soil, gravel, minerals and the like from another's real estate.
- Transfers of real estate, such as buildings and building fixtures, where the owner of the building leases the land on which the building is located.
- Transfers of interests in vacation time shares property.
- Property transferred as part of a like-kind exchange under Sec. 1031 of the IRC or as part of a land swap are subject to transfer tax based on the fair market value of the property. Transfer tax is payable on each property transferred.
- Prefabricated and modular housing built off site.
- Transfers pursuant to a merger, consolidation, or other reorganization qualify as a tax-free reorganization as defined in section 368 of the US IRC of 1986; (prior to July 1, 2001, transfers of this nature were exempt).
- Transfers pursuant to a conversion from one form of ownership interest to another. Prior to July 1, 2001, transfers of this type were exempt if each entity had transferable shares and their assets, liabilities and ownership interests were identical before and after the transfer.

**NON-TAXABLE TRANSFERS**

The tax shall not apply to transfers:

- That are non-contractual gift transfers.
- To the State, a state agency, a county, a city/town, school district or village district.
- Of a mortgage or other instrument given to secure payment or debt.
- Of a discharge of a mortgage or other instrument solely to release security for a debt.
- Of a deed or other instrument to correct a deed or other instrument previously given.
- Of a deed given by a collector of taxes for property purchased at a tax sale.
- Of cemetery plot.
- That occur by devise by the laws regulating intestate succession and descent or by the death of any co-tenant in real estate held by joint tenancy.
- To the beneficiaries of a partnership interest where the partnership dissolves by operation of law due to the death of a partner.
- Of title between spouses pursuant to a decree of divorce or nullity.
- Between a land trust incorporated under RSA 292 and established to provide affordable housing to low-income people and a housing cooperative incorporated under RSA 301-A, if the tax is paid on the initial purchase.
- To the Trust for New Hampshire Lands when it acquires the real estate for the purpose of transferring title to the land conservation investment program, the trust is not liable, but the **seller** is liable.
- The initial sale by a dealer of "manufactured housing", which means mobile homes that have never been occupied. Any subsequent sale of a manufactured housing unit is taxable. Prefabricated and modular housing built off-site is subject to tax.



*Consent  
agenda  
Aug 19, 2013*

RECEIVED  
19  
JUL 18 2013

TOWN OF LEE, NH  
SELECTMAN'S OFFICE

July 18, 2013

Board of Selectmen  
Town of Lee  
7 Mast Road  
Lee, NH 03824

Dear Chairman and Members of the Board:

Having completed our digital network enhancement to an all-digital system, on or shortly after September 24, 2013 we will begin encrypting our Limited Basic service in your area. Encryption has a number of consumer benefits; including the reduced need for home service calls and the enhanced security of our network by reducing service theft that impacts our customers' service experience.

When Limited Basic service is encrypted, all XFINITY Video customers will need equipment supplied by Comcast connected to each television in order to continue receiving services.

A customer that has a set-top box, digital adapter, or a retail CableCARD™ device connected to each TV will be unaffected by this change. A customer that is currently receiving Comcast's Limited Basic service on any TV **without** equipment supplied by Comcast will lose the ability to view any channels on that TV. These customers will be entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices the customer is entitled to receive, and for how long, will vary depending on the customer's situation.

Enclosed please find a sample of the customer notice that the FCC requires be sent to customers regarding encryption and the availability of devices at no additional charge or service fee. You'll note that we have established a special toll free number and website so that our customers can learn more about the equipment offer and eligibility.

In addition, the encryption of our Limited Basic service will impact those accounts receiving courtesy services pursuant to our Franchise/License Agreement. Courtesy accounts are entitled to receive up to three digital adapters or CableCARDS at no additional monthly charge, including those they may have previously received as part of our digital network enhancement to an all-digital platform. A sample of the courtesy notice to be received by these accounts is enclosed.

As always, if you have any questions or concerns please feel free to contact me at 603.334.3603.

Sincerely,

*Jay Somers*

Jay Somers, Sr. Manager  
Government & Regulatory Affairs

Enclosures

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**IMPORTANT SERVICE MESSAGE:**

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On September 24, 2013, Comcast will start encrypting Limited Basic service on your cable system.

If you have a set-top box, digital adapter, or a retail CableCARD™ device connected to each of your TVs, you will be unaffected by this change. However, if you are currently receiving Comcast's Limited Basic service on any TV without equipment supplied by Comcast, you will lose the ability to view any channels on that TV.

If you are affected, you should contact Comcast at **855-860-8989** to arrange for the equipment you need to continue receiving your services. In such case, you are entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices you are entitled to receive, and for how long, will vary depending on your situation:

- If you are a Limited Basic customer and receive the service on your TV without Comcast-supplied equipment, you are entitled to up to two devices for two years (five years if you also receive Medicaid).
- If you subscribe to a higher level of service and receive Limited Basic service on a secondary TV without Comcast-supplied equipment, you are entitled to one device for one year.

You can learn more about this equipment offer and eligibility at [comcast.com/digitaladapterinfo](http://comcast.com/digitaladapterinfo) or by calling 855-860-8989.

To qualify for any equipment at no additional charge or service fee, you must request your equipment between August 25, 2013 and January 22, 2014 and satisfy all other eligibility requirements.

**You can learn more about this equipment offer and eligibility at [comcast.com/digitaladapterinfo](http://comcast.com/digitaladapterinfo) or by calling 855-860-8989.**

**IMPORTANT INFORMATION  
ABOUT YOUR COURTESY VIDEO SERVICES**

DATE

Account Holder  
Address  
City, ST 00000

Dear \_\_\_\_\_:

**On XX/XX/XXXX, Comcast will begin encrypting Limited Basic service on the cable system in your community.**

TVs connected to a set-top box, digital adapter (DTA) or retail CableCARD™ device will be unaffected by this change. However, if you have any TVs that are currently receiving Comcast's Limited Basic service *without* equipment supplied by Comcast, you will lose the ability to view any channels on those TVs.

If you are affected, you should contact Comcast at the number below to arrange for the equipment you will need to continue receiving services. We will provide you with **up to three digital adapters or CableCARDS at no additional charge** (including those you may already have on your account), unless digital equipment is otherwise provided for by your community's agreement with us. Please know that if you choose not to take a digital device for any TV, you will not receive Comcast service on that TV. If you request **more than the three digital devices** mentioned above, you will incur a monthly charge of either \$0.50 or \$1.99 depending on your service level for each additional digital adapter and a monthly equipment charge of no more than \$1.50 for each additional CableCARD in the same retail device.

For more information or to obtain your digital equipment, please call 1.800.581.5122 and reference this letter.

Sincerely,

Installation, taxes and other fees extra. Pricing subject to change. ©2013 Comcast. All rights reserved.



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only

Meeting Date: August 19, 2013

Agenda Item No. 11a

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**8/19/2013**

**Agenda Item Title: Rita Lane Update**

**Requested By: Jen Morgan**

**Date: 8/2/2013**

**Contact Information: [townadministrator@leenh.org](mailto:townadministrator@leenh.org)**

**Presented By: Julie Glover**

**Description:** Ms. Morgan presented her concerns with speeding on Rita Lane and Clement Way at the Aug. 5th Board meeting and requested that the gate to Rita Lane be closed at night and that the Town consider placing a Stop sign at the end of Rita Lane.

The Conservation Commission thinks it would be a good idea to put a stop sign on Rita Lane where it intersects Clement Way. They have no objection to a sign that states something to the effect that Durgin Park is open from dawn to dusk. Locking of the gate might be done during the winter months, but certainly not every night.

The Town acquired the Durgin property in 1986 with funds from the LWCF Program and the easement (R.O.W.) across Clement Way in 1997

**Financial Details: TBD**

**Legal Authority** RSA 36:4

**Legal Opinion:** Enter a summary; attach copy of the actual opinion

**REQUESTED ACTION OR RECOMMENDATIONS:**

**MOTION: Move that the Highway Supervisor work with the Conservation Commission to erect a stop sign at the end of Rita Lane and that the gate to Rita Lane be kept closed Nov. 1 to April 1 each year.**

**Move to table, pending further information**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, **Chester D. Morgan, Jr. and Claire Morgan**, married, of 606 Sixth Street, City of Dover, County of Strafford, and State of New Hampshire

for consideration paid, hereby grant to **Town of Lee**, a New Hampshire municipal corporation with a place of business at 7 Mast Road, Town of Lee, County of Strafford, and State of New Hampshire

with WARRANTY COVENANTS, the following described premises:

A certain tract or parcel of land located in Lee, County of Strafford, State of New Hampshire, shown as "Property to be aquired (sic) by the Town of Lee, 30,860 sq. ft. 0.71 Acres" on a plan entitled "Boundary Line Adjustment Prepared for Chester D., Jr. and Claire Morgan located at Route 125, Lee, New Hampshire" dated 15 Dec. 1997, prepared by Atlantic Survey Company, to be recorded at the Strafford County Registry of Deeds, more particularly described as follows:

Beginning at an iron rod found on the southeasterly side of Clement Way and property now or formerly of Daley Realty Trust; thence turning and running S 26° 05' 43" W a distance of 88.13 feet, more or less, to an iron rod found; thence turning and running along property now or formerly of Daley Realty Trust S 57° 10' 16" E a distance of 272.80 feet, more or less, to a stone wall; thence continuing along said stone wall and land of Daley Realty Trust on the following courses and distances: S 65° 05' 18" E a distance of 78.04 feet, more or less; S 56° 32' 01" E a distance of 201.84 feet, more or less; S 52° 46' 20" E a distance of 92.31 feet, more or less, to a drill hole found; thence S 44° 23' 43" E a distance of 285.53 feet, more or less; thence S 42° 21' 12" E a distance of 198.54 feet, more or less, to a point at land now or formerly of the Town of Lee; thence turning and running N 02° 50' 26" E a distance of 352.67 feet, more or less, to an iron rod with ID cap; thence turning on a curve to the right having a radius of 40.00 feet a distance of 94.42 feet, more or less, to an iron rod with ID cap along land now or formerly of Chester D. and Claire Morgan; thence continuing along land now or formerly of Morgan N 42° 21' 12" W a distance of 81.56 feet, more or less, to a point; thence continuing along said Morgan land N 44° 23' 43" W a distance of 287.35 feet, more or less, to an iron rod with ID cap; thence continuing N 52° 46' 20" W a distance of 94.43 feet, more or less, to a point; thence continuing N 56° 32' 01" W a distance of 203.99 feet, more or less, to a point; thence N 65° 05' 18" W a distance of 78.15 feet, more or less, to a point; thence N 57° 10' 16" W a distance of 105.58 feet, more or less, to an iron rod with ID cap; thence turning on a curve to the right having a radius of 140.80 feet a distance of 165.66 feet, more or less, to an iron rod with ID cap; thence turning and running N 79° 45' 26" W along the southeasterly sideline of Clement Way a distance of 50.00 feet, more or less, to the point of beginning, consisting of 30,860 square feet, or 0.71 acres.

Meaning and intending to convey a portion of the premises conveyed by MOBO Corp. to Chester D. Morgan, Jr. and Claire Morgan, by Quitclaim Deed dated December 23, 1988 and recorded at the Strafford County Registry of Deeds at Book 1427, Page 737. Nothing in this deed or its acceptance by the Town of Lee shall constitute the establishment of a town road or public way for purposes of the Town of Lee Zoning Ordinance or any other purpose.

ALSO CONVEYING an easement across Clement Way, so-called, as shown on said plan, beginning at the easterly sideline of Route 125 at land now or formerly of Armand Cote; running N 29° 08' 46" E to the northerly edge of Clement Way; thence turning and running S 81° 16' 29" E a distance of 219.00 feet to a point; thence turning and running across Clement Way to an iron rod set as shown on said

98 SEP 17 PM 3:19  
REGISTER OF DEEDS  
STRAFFORD COUNTY

016734

BK2041 PG0043


plan; thence turning and running N 79° 45' 26" W a distance of 281.98 feet to the point of beginning.

Meaning and intending to convey an easement from Route 125 to the above-described 0.71 acre parcel, across a portion of the premises conveyed by MOBO Corp. to Chester D. Morgan, Jr. and Claire Morgan by Quitclaim Deed dated December 23, 1988 and recorded at said Registry at Book 1427, Page 737.

This is not homestead property. This transfer is exempt from the real estate transfer tax under RSA 78-B:2, IX.

Signed this 30<sup>th</sup> of December, 1997.

  
Chester D. Morgan, Jr.

  
Claire Morgan

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this, the 30<sup>th</sup> of December, 1997, before me, the undersigned Officer, personally appeared Chester D. Morgan, Jr. and Claire Morgan, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes set forth therein.

  
Justice of the Peace / Notary Public

Lynne M. Dennis  
Commissioner for the State of NH  
My Commission Expires 9/15/98

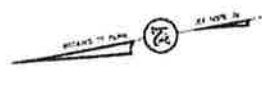
BK2041 P00044

016736

DATE: 29 Dec 1997



LOCATION MAP



Kondang, lnd of Chester D. Jr. & Claire Morgan  
17 Acres ±



NOTES

1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN METERS.
2. ALL DIMENSIONS ARE TO CENTER OF ROAD.
3. ALL DIMENSIONS ARE TO CENTER OF ROAD.
4. ALL DIMENSIONS ARE TO CENTER OF ROAD.
5. ALL DIMENSIONS ARE TO CENTER OF ROAD.

LEGEND

- (Symbol) BOUNDARY LINE
- (Symbol) PROPERTY CORNER
- (Symbol) ROAD CENTERLINE
- (Symbol) CENTERLINE OF ROAD
- (Symbol) CENTERLINE OF ROAD

APPROVED BY RECORDS DIVISION - 2004  
FOR THE RECORDS DIVISION



GRAPHIC SCALE  
1:1000 (1:1000)

DATE	29 Dec 1997
PROJECT NO.	016736
CLIENT	Chester D. Jr. & Claire Morgan
SCALE	1:1000
SHEET	1

**Atlantic survey company**  
SURVEYORS, ENGINEERS, PLANNERS, ARCHITECTS

1 Jenkins Road, Lee, New Hampshire 03824 (603) 555-8855

**BORDER LINE ADJUSTMENT**

**Chester D. Jr. & Claire Morgan**

Route 125, Lee, New Hampshire



**COPY**

MAINTENANCE AGREEMENT

The Town of Lee, a municipal corporation, with an address of 7 Mast Road, Lee, County of Strafford, State of New Hampshire 03824, for consideration received, agrees to make such repairs as may be necessary to maintain in its present condition that portion of Clement Way, so-called, in the Town of Lee, County of Strafford, State of New Hampshire, over which Chester D. Morgan, Jr. and Claire Morgan, of 606 Sixth Street, Dover, County of Strafford, State of New Hampshire 03820, have granted an Easement to the Town of Lee by Deed of near or even date, as shown on a plan entitled "Boundary Line Adjustment prepared for Chester D. Morgan, Jr. and Claire Morgan, located at Route 125, Lee, New Hampshire". The Town is not obligated to provide any maintenance or repairs to the remaining portions of Clement Way, nor is the Town obligated to provide snowplowing or sanding services along the above-referenced segment of Clement Way. This Agreement is not intended to change the legal status of any portion of said Clement Way, which is a private way.

Dated: December 30, 1997

TOWN OF LEE

\_\_\_\_\_  
Witness

By: Joseph P. Ford

\_\_\_\_\_  
Witness

By: Dwight E. Barney

\_\_\_\_\_  
Witness

By: Richard H. Wellington

STATE OF NEW HAMPSHIRE  
Strafford, ss.

Dated: December 30, 1997

Personally appeared Joseph P. Ford,  
Dwight E. Barney, and Richard H. Wellington,  
Selectmen of the Town of Lee, and acknowledged the foregoing to be  
their voluntary act and deed.

Donna F. Eisenhard  
Notary Public/Justice of  
the Peace

DONNA F. EISENHARD, Notary Public  
My Commission Expires November 10, 1999