

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Tuesday, Sept 3, 2013

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

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. **Selectman Cedarholm - Schedule for Advisory Budget Committee**
Directives for the ABC and discussion of proposed schedule and process for the FY15 budget process
4. **Selectman Cedarholm - Town Center Committee Appointments**
Report on the June 28th New Town Center Committee Informational Meeting
5. **Preston Samuel, Heritage Commission – Lee Heritage Sites Projects**
PowerPoint presentation on the Eight Historic Sites; requesting Board of Selectmen approval for placing of appropriate signs on Town property and related information on Town website
6. **Sharon Taylor, Library Director - Library Program on October 23rd**
A presentation featuring Denis Hambucken (Lee resident) and his new book "American Soldier of WWI: D-Day;" request to sell book at Safety Complex
7. **Roger Rice, Transfer Station Manager – Revised Staffing Schedule**
Continued review and discussion on proposed staffing schedule for the Transfer Station, limiting hours worked per employee to ten per day
8. **Town Administrator's Report**
 - Letter to SPI re: LRP Slide
 - Seed/Sod Bid Results for Little River Park
 - Dunking Booth at the Lee Fair – call for volunteers
 - Miscellaneous
9. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

<u>SIGNATURES REQUIRED</u> Joe Ford Estate Easement MS – 1 Extension Request	<u>INFORMATION ONLY</u> Comcast Franchise Agreement Renewal Letter NHDOT Rumble Strip Project – Sept. 11 th Public Meeting
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10. **Acceptance of Minutes – Minutes and Non Public Minutes from August 6, 2013 and August 19, 2013**
11. **Acceptance of Manifest #4 and Weeks Payroll Ending Aug 25, 2013**
12. **Miscellaneous/Unfinished Business**
13. **Non-Public**
 - a. **RSA 91-A:3 II (d)** – Noble Farm Update
 - b. **RSA 91-A:3 II (c)** – Property-Liability Trust Fire Service Operational/Risk Analysis
14. **Adjournment**

Posted: Town Hall, Public Safety Complex, Transfer Station, Public Library and on leenh.org on Aug 30, 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: Sept 3, 2013

Agenda Item No. 3

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/3/2013

Agenda Item Title: Selectman Cedarholm – Schedule for Advisory Budget Committee

Requested By: Dave Cedarholm

Date: 9/3/2013

Contact Information: dcedarholm@leenh.org

Presented By: Dave Cedarholm

Description: Directives for the ABC and discussion of proposed schedule and process for the FY15 budget process

Financial Details: n/a

Legal Authority NH RSA 32:24 Other Committees. – Nothing in this subdivision shall prevent a municipality or school administrative unit from establishing advisory budget or finance committees, with such duties and powers as the municipality or school administrative unit sees fit, but no such committee's recommendations shall have any limiting effect on appropriations, as set forth in RSA 32:18, unless all the procedures in this subdivision are followed.

NH RSA 40:13 Use of Official Ballot – Budget Schedule requirements for SB2 Towns (see attached)

WA 16 1975 – Budget Committee established (not under the Municipal Budget Act.)

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

REQUESTED ACTION OR RECOMMENDATIONS:

Enter the action that you are requesting of the Board or a recommendation that you would like them to consider. Attach any back-up documentation that you wish the Board to review.

MARCH 2014 MEETING **SB2 TOWNS & SCHOOLS TIMELINE**

<u>Action</u>	<u>Date</u>	<u>RSA</u>
Last Date to Post Notice – For Budget Hearing held Jan. 21st	January 14	40:13, II-a (a) (2 nd Tues. in Jan.)
Last Date to Post Notice - Bond Hearing RSA 33:8-a	January 14	40:13, II-a (a) (2 nd Tues. in Jan.)
Last Date for Petitioned Warrant Articles (Schools and Towns)	January 14	40:13, II-a (b) (2 nd Tues. in Jan.)
Last Date for Collective Bargaining	January 14	40:13, II-a (b) (2 nd Tues. in Jan.)
Last Date to hold at least one Budget Hearing	January 21	40:13, II-a [c] (3 rd Tues. in Jan.)
Last Date for Bond Hearing RSA 33:8-a	January 21	40:13, II-a [c] (3 rd Tues. in Jan.)
Last Date to Post Warrant, Budget, and Default Budget (Schools and Towns)	January 27	40:13, II-a (d) 32:5, VII (b) (last Mon. in Jan.)
First Session (Deliberative)	Feb. 2 - Feb. 9 (inclusive)	40:13, III
Annual Report containing final budget	March 5	40:13, II
Second Session (Voting by Ballot)	March 11	40:13, VII (2 nd Tues. in Mar.)
Send Forms to DRA (20 days after Second Session)	April 1	21-J:34

QUESTIONS – Call 230-5090 or visit our website at www.revenue.nh.gov

SB2 MEETING ONLY



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

Office Use Only

Meeting Date: Sept 3, 2013

Agenda Item No. 4

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/3/2013

Agenda Item Title: Selectman Cedarholm – Town Center Committee Appointments

Requested By: Dave Cedarholm

Date: 9/3/2013

Contact Information: dcedarholm@leenh.org

Presented By: Dave Cedarholm

Description: Report on the June 28th New Town Center Committee Informational Meeting

Financial Details: n/a

Legal Authority NH RSA 41:8 Duties of Selectmen

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

Enter the action that you are requesting of the Board or a recommendation that you would like them to consider. Attach any back-up documentation that you wish the Board to review.



TOWN of LEE, NEW HAMPSHIRE
7 Mast Road, Lee, New Hampshire 03861

**APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION
OR COMMITTEE POSITION WITHIN THE TOWN OF LEE.**

Applicant's Name: Lori Wright

Address: 13 Furber Drive, Lee, NH 03861 Phone/Cell: 659-9688

of Years as a Resident: 11

Email address: lgwright@comcast.net

Full Membership (3 year term) position applying for: Lee Town Center Committee

Term Expires on the following date: _____

Alternate Position (3 year term) position applying for: _____

Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position:

My husband and I live within the Lee Town Center on Furber Drive, which abuts Little River Park. We are both staff members and graduates of the University of New Hampshire, and my husband is a life-long NH Seacoast resident. One of the reasons we moved to Lee from Dover was to enjoy the rural character of Lee, and also have access to many amenities available within the greater Boston metro area. We both feel that the Town of Lee's community planning effort should be a thoughtful, deliberate, evidence-based process that preserves the historical, peaceful, and rural nature of the town, is fiscally responsible, and realistic regarding the future needs of the town.

Lori Wright (e-signature)
Signature

May 24, 2013
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.



TOWN of LEE, NEW HAMPSHIRE
7 Mast Road, Lee, New Hampshire 03861

**APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR
COMMITTEE POSITION WITHIN THE TOWN OF LEE.**

Applicant's Name: Deborah Schanda

Address: 18 Hale Farm Road Phone/Cell: 603-969-4774

of Years as a Resident: 23

Email address: chaositydg@gmail.com

Full Membership (3 year term) position applying for: Member of Town Center Committee

Term Expires on the following date: _____

Alternate Position (3 year term) position applying for: _____

Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position:

I have been a resident of Lee for more than 23 years raising two children successfully through the Oyster River School system. I often volunteered in school programs from fund raising to coaching an OM team for more than eight years. Currently, my husband and I enjoy the town in the evening and on weekends.

I am a member of the Friends of Lee Library holding the office of Treasurer for the past three years. I work for a local NH manufacturing company as an IT Director specializing in Business Intelligence.

Being a town resident, a town volunteer and a business person, allows me to bring a unique perspective to the Town Center Committee representing many Lee citizens with a similar background and point of view. I am committed to making Lee a beautiful, livable town preserving the history district while making it relevant for those of us who may not live close enough to walk to town.

I'd appreciate being considered for the position of committee member for the Town Center committee.

Deborah Schanda

July 1, 2013

Signature

Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

RECEIVED
JUL 3 2013

TOWN OF LEE, NH
SELECTMAN'S OFFICE



TOWN of LEE, NEW HAMPSHIRE
7 Mast Road, Lee, New Hampshire 03861

**APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR
COMMITTEE POSITION WITHIN THE TOWN OF LEE.**

Applicant's Name: Kevin Shenefiel

Address: 2 Wednesday Hill Rd Phone/Cell: 609-2883

of Years as a Resident: 36

Email address: k-shenefiel@comcast.net

Full Membership (3 year term) position applying for: Town Center Committee

Term Expires on the following date: _____

Alternate Position (3 year term) position applying for: _____

Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position: Resident

of Town Center, knowledgeable of Town History, Historical Society

Member, Willing to draw maps or plans

Kevin E Shenefiel
Signature

July 1 2013
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

DRAFT 2013 Town Center Committee Re-establishment Charge *

Purpose:

The purpose of the Committee is to develop a functional vision and broad set of goals, objectives and recommendations for the future planning of Lee's Town Center which is defined herein as the area roughly contained within the triangle formed by the Transfer Station, Little River Park and the Public Safety Complex, and centered around the Lee Hill Village triangle (intersection of George Bennett Road, Mast Road and Lee Hook Road).

Deliverable:

The Committee is to prepare preliminary findings memorandum containing and a final report with the primary component being a narrative appropriate for insertion in the Town's Master Plan that contains goals, objectives, and recommendations and other related information and figures as deemed appropriate by Committee and the Board of Selectmen. Planning Board approval of the final report is required prior to insertion in the Master Plan. Meeting minutes will be prepared and included in the final report.

Duration:

The committee will produce a preliminary memorandum with 4 months, and the final report within approximately 8 months following the first meeting of the committee. This schedule may be subject to modification according to review and approval of the Select Board. The Committee will work with the Board of Selectmen and the Planning Board to incorporate the final report into the Master Plan.

Committee members:

The Board of Selectmen shall appoint all Committee members with a majority of the membership being Town Center residents and property owners, and the remaining members representing a Town Department, Board, Committee or Commission, and at-large residents. Members may be added at any time as the Town Center residents and property owners are identified.

** First presented to Select Board on October 15, 2012 by Selectman David Cedarholm*

2013 Town Center Committee Re-establishment

Presented to the Lee Select Board on April 1, 2013 by Selectman David Cedarholm
(first draft presented to the Select Board October 15, 2012)

Purpose:

The purpose of the Committee will be to develop a functional vision and broad set of goals, objectives and recommendations for the future planning of Lee's Town Center which is defined herein as the area contained within the triangle formed by the Transfer Station, Little River Park and the Public Safety Complex, and centered around the Lee Hill Village triangle (intersection of George Bennett Road, Mast Road and Lee Hook Road).

Deliverable:

The Committee will prepare a final report with the primary component being a narrative appropriate for insertion in the Town's Master Plan that contains these goals, objectives, and recommendations and other related information and figures as deemed appropriate by the Board of Selectmen. Planning Board approval of the deliverable would be required prior to insertion in the Master Plan. Meeting minutes will be prepared and included in the final report.

Duration:

The committee will produce the final report within 8 months of the first meeting after which the committee will work with the Board of Selectmen and the Planning Board to incorporate the report into the Master Plan.

Committee members:

The Board of Selectmen will appoint all Committee members with a majority of the membership being Town Center residents and property owners, and the remaining members representing a Town Department, Board, Committee or Commission, and at-large residents.

2012 Town Center Survey Results

Total number of surveys tallied	58
QUESTION #1: Where do you consider the "Center" of Lee?	
Within 1/4 +/- of the Historic Triangle (Lee Hill Village)	35
Town Hall/Library Complex	16
Lee Traffic Circle	7
There are 2 Centers: a commercial center at the Lee Traffic Circle, and a historic/civic/residential center at the Lee Hill Village	4
Public Safety Complex	1
Question 1a: What are 3 most important attributes of the Center?	
Existing municipal town center cluster (Town Hall/Annex/Library)	11
Architecture, historic "value"; "look and feel" of a rural quaint/small NE town	9
Lee Hill Triangle	7
Historic "old" homes/buildings	6
Church, School, Old Fire House, Transfer Station	7
It is the "seat" of local government and hub of citizen interaction	4
Market Basket, Plaza, Restaurant, etc (@ circle)	3
Lee Hill Cemetery	4
Green space, natural setting	3
Town of Lee sign in Lee Hill Triangle	2
Simple , Yankee frugal	3
Recreation area	2
Library	3
Grange	1
Main pass-through for local traffic	1
Public Safety Complex	2
Ease of walking access at current Town Center complex	1
Little River Park	1
Don't see any attributes	1

QUESTION #2: How do we make the limits of the Center more recognizable?	
Sinage designating Center - "welcome to Lee", historic markers w/ year town established, banners, bunting, rustic	31
Planters and window boxes w/ flowers, landscaping, pocket gardens	10
Renovate or remove burned former Village store	5
Ped/bike paths and/or sidewalks	4
Develop a long term plan and executed in steps	3
Create "gateway gardens" at E-W-S entry points	2
Establish zoning regulations to create a distinct zone promoting the qualities we wish to preserve and encourage, historically accurate/appropriate	2
Build a small park or common area at former Village store site	3
Memorial Statue in triangle, or large sculpture somewhere in the Center	2
Remove former store and expand existing Town Hall/Library Complex	1
Make room to expand existing library by moving Annex and historic society buildings	1
Develop a plan to tie the Safety Complex into the Town Center	1
Color of paint	1
Building codes requiring historic appearance for new construction in Town Center area	1
Aethetically pleasing commerical development	1
Install "old-fashioned" looking lamp posts	1
Small round-about	1
Enhance/reconfigure triangle and build a park w/ benches	1
Post photos on the internet	1
Reduce Speed limit, expand "slow" zone	1
Consult with other communities (ie. in the Birkshires) about how they do it	1
Don't change a thing, "leave as-is"	5

QUESTION #3: What could be done to calm traffic and make the Center more pedestrian and bicycle friendly?	
Bike Lanes/paths on paved widened shoulders on 155	24
Sidewalks or walking paths	15
Structural controls: speed bumps, speed tables, rumble strips, chicanes.	8
Reduce speed limit (25 mph) and/or extend reduced speed zone	8
More Police Enforcement	6
Cross walks w/ signage	5
Traffic light or 4-way stop	4
Post signs such as "SLOW DOWN for Pedestrians and Bikers"	3
Round-about or Traffic circle	2
Conduct study to assess degree of ped/bike conflicts with traffic	2
Reduce width of roadway on 155	2
More Street Lighting	1
Reroute vehicle traffic through the Town Center	1
Reconfigure sharp turn	1
Do something drastic before a fatality happens	1
A coffee kiosk or ice cream stand	1
It is friendly enough; leave as is.	5

QUESTION #4: What could be done to help a new Library/Community Center blend in with the nearby historic buildings?	
Architecturally blend (Colonial/Georgian) with historic homes and town hall (white clapboards), maintain small-town NE charm	24
We don't need a new library/community center; leave as-is or renovate existing Library	9
Appropriate landscaping to "mimic" existing	2
Evaluate existing space for redundancy before purchasing more or building new; proceed w/ caution	2
Incorporate library into Little River Park with F. Lloyd Wright type structure that blends into natural surroundings.	2
Repurpose an existing building (i.e. Bricker house, Grange hall)	2
Design and fixtures should be as energy efficient as possible.	2
Consult with other communities who have successfully done the same.	1
Community space in post & beam erected by volunteer "barn raising"	1
More kid activities	1
Construct new library at location of Town Hall Annex	1
Keep library where it is - moving to location near LRP would be out of sight and isolated	1
Build an older looking brick building	1
Pedestrian and bike access	1
Freedom trail type interpretive path	1
Visually separate new library from historic buildings well off the road in a wooded area	1
Don't over build it; keep it small, "quaint" and in character.	2
No Response	1

QUESTION #5: What could be done to encourage a village store or some other sustainable commerce in the center?	
Provide more parking	10
Tax incentives or subsidies	6
Build new w/ design that fits the surrounding historic character, respectable, with a sitting porch	5
Conduct a survey to ID type of store and/or goods locals will support (avoid fast food or DD); develop a village/community store proposal and promote it.	5
Year-round farmers market co-op or grocery near the Center	4
Coffee shop or "Panera" style sandwich w/ WiFi, outdoor seating	3
Need a long range plan, vigorous support campaign	3
Health food store, ice cream/coffee shop, bakery	2
Country Store or art/folk type general store	2
Spruce up front of cemetery	2
sidewalks & bike lane	1
Improve ease of access	1
Combine a store with the community center	1
Create more of a pull toward the Town Center	1
Quaint restaurant	1
Family style pizza place	1
Professional offices	1
NH or Local crafts	1
Form a committee (i.e. economic development)	1
shared use kitchen/café/restaurant	1
Small park w/ benches or a fountain	1
Do nothing at Lee Hill Village. Focus on fostering commerce at Lee Circle	5

QUESTION #6: What reasonable action items could be done right away to enhance the Center?	
Install banners, signs, planters, landscaping, etc.	18
Remove/purchase burned former store	6
Sidewalk or walking path	5
bicycle path/lane	4
Need a long range plan based on study or survey	2
Sculptures	2
Speed bumps/tables	2
Reduce speed limit, expand "slow" zone	2
4-way stop at George Bennett/Lee Hook/155	2
It's fine as is	2
Maintain tax growth equal to or <1%	1
Old-fashioned looking lamp posts with banners, etc.	1
Support the Grange and encourage them to host summer music events, etc.	1
Bike rack near Town hall	1
Ice cream store, bakery, or café	2
Community theater or dance studio	1
Stone walls	1
Establish a TIF district to fund enhancements	1
Improve parking and access at existing Town Hall/Library	1
Enhance recreation trails	1
Build a small Town park at site of former Village store	1
Make it more appealing, promote community events/activities in Village area	2
No Response	2

QUESTION #7: What are the unanswered questions?	
What are the Town Center goals, what do the people want it to become, and why?	3
How best do we preserve the quaintness, NE small town atmosphere?	3
Leave it as is and don't spend \$	3
municipal space and services?	2
Existing Town Offices needs more parking	2
Library/Community Center should be privately funded	2
the Town Center?	2
How to decide as a Town what to build and where?	2
Provide tax breaks to owners of the historic homes	1
Is moving the library decided?	1
Why not refurbish Town Hall?	1
More (unanswered Qs) every year	1
Does the Master Plan support expanding space and services for a new Library/Community Center?	1
Don't overdevelop	1
Town Center should not just be about government buildings.	1
Should Little River Park be part of the Town Center?	1
Where is the Town Center anyway?	1
How to address Library needs without breaking the budget?	1
How often would a resident need or want to walk from Town hall to Little River Park?	1
Does the Coast Bus or Wildcat Transit have a stop at the Lee Center?	1
Is there plan in Lee to use "Green" infrastructure in new constuction?	1
How about encouraging more use of the Public Safety Complex?	1
Why not focus on fostering commerce at the Lee Circle?	1
Is the current Town Center so dysfunctional that we need to reconfigure the existing municipal center?	1
Do more to encourage use of Public Safety Complex by Community groups.	1
Proposed location of Library/Community Center must be based on a "logical" plan for Town Center.	1
Why not repurpose Grange for a Community Center?	1
When will the Town Center Committee be re-activated?	1
No Response	11



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

Office Use Only

Meeting Date: Sept 3, 2013

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/3/2013

Agenda Item Title: Preston Samuel, Heritage Commission – Lee Heritage Sites Project

Requested By: Preston Samuel

Date: 8/19/2013

Contact Information: preston.samuel@comcast.net

Presented By: Preston Samuel

Description: Lee Heritage Sites Project includes Eight Historic Sites throughout Lee; requesting Board of Selectmen approval for placing appropriate signs on Town property and related information on Town website. Purpose of the project is to promote awareness of Lee's rural heritage, focus civic pride and encourage preservation of historic structures.

Financial Details: Unknown, direct costs to be paid by Heritage Commission

Legal Authority NH RSA 41:8 Duties of Selectmen; 41:11-a Town Property

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to grant permission to the Heritage Commission to place historic markers as presented, conditioned upon written authorization from NHDOT for signs in the State Right of Way and to instruct the Highway Supervisor to assist in the installation of the signs.

The Lee Heritage Commission

Presents

**The “Lee Heritage Sites”
Project**

Eight Heritage Site Locations

- Wadleigh Falls Village
- South Lee Station
- Cartland Road
- Lee Hook Farms District
- Lee Town Center
- Wheelwright Pond
- Site of First Meeting House
- New Town Plains



Purpose for Designating these Sites

- Promote the awareness of our rural heritage from the past
- Focus our civic pride in the present
- Encourage preservation of historic structures for the future

1 - Wadleigh Falls District

- Indians “summered” here for centuries
- First European settlement in Lee (1666)
- Important transportation route in the 1700's
- Site of working mills as late as 1922



2 - South Lee Station

- Route 125 a railroad corridor (1874-1935)



- George W. Plumer's Store (Est. Before 1877)

3 - Cartland Road

- Quaker Meetinghouse
- Walnut Grove Academy
- Underground Railroad



4 - Lee Hook Farms

Historian John Scales, 1916

"Some of the finest farms in Strafford County"

"He had improved the land to such an extent that he raises two spears of grass in his fields where formerly grew only one!"



5 - Town Center

Our government, social, and religious gathering spot for over 200 years



6 - Wheelwright Pond

- July 6, 1690
- Battle between Colonists and Indians
- 16 Colonists killed
- No account from the Indians



7 - Gluke Cemetery

- Site of First Meeting House
- First Schoolhouse nearby
- Elizabeth Burnham's "Bloody Stone"



8 - New Town Plains

A treasure chest of Natural Resources

- Masts
- Farms
- Gravel
- Water



Location Descriptions on Town's Website



- Free for all to copy and disseminate
- Use handheld device to access in the field

A Typical Description

- One to two pages narrative
- Additional reading references
- Links to relevant websites

Heritage Site #1 - Wadleigh Falls Village

Not far from this sign, in the year 1657, there stood a tree marked with two SS. The two SS were the initials of Samuel Symonds, a leading settler and judge from Ipswich, Massachusetts. The Honorable General Court of Massachusetts granted Mr. Symonds 640 acres that extended one mile downriver from Little Island in the River by the Falls and one-half mile inland on each side. The center support of the present NH Route 152 bridge rests on that Little Island.

Mr. Symonds took possession of his grant of 640 acres on June 3, 1657 in the presence of both the Consent of his brother Sagamore of these parts. The great Indian leader made his home on a hill behind what is now the Madbury Town Hall, and from there he could oversee much of the territory that he controlled. Others present on that day were the surveyors, John Gage and Daniel Appo, who had marked the tree, and Edward Hinton and his son, who were the original colonists of the 1623 settlement of Hibernia (Four Corners).

Walter Buellock, a controversial character in colonial New Hampshire, acquired 320 acres from the Symonds family in 1664 and on December 16, 1664, John Wixson of Newbury agreed to build a sawmill for Buellock and Robert Wadleigh that was sixty and four fathoms in length and twenty eight fathoms in breadth with four or six water wheels. The agreed cost of the mill was 40 pounds.

This mill, whose construction was to begin "on or before the 10 day of March" in 1665, eventually became the sole property of Robert Wadleigh. Its construction began a period of 266 years of continuous commercial activity powered by the falls you see before you. This path of development was to be followed by sites all over New Hampshire. Sawmills were built at sites of available water power in order to harvest the great trees that covered the countryside. As the forests were cleared, cut into boards, and shipped all over the world, the cleared fields began to produce crops so grain mills were needed and built to share the water power. The villages and towns clustered around the falling water from the impressed dams was used to power the more complex industries needed by a growing and more sophisticated population. At this site grew the village of Wadley Falls that in addition to the sawmill contained at various times a grain mill, a planing mill, Deacon Gus Glidden's tannery, Gideon Towle's wooden pulp factory, Dr. Edgerly's herbal drug factory, Dr. Edgerly's factory, who was one of the founders of the NH Pharmaceutical Society, and the Norton Leatherboard factory whose destruction by fire in 1921 ended the mill era in Lee.

In its peak at the turn of the 19th century, the mills at Wadley Falls employed some 40 individuals, there were two stores, a post office, and a hotel. A four-horse stage ran daily between Nottingham and Newmarket with a stop at Wadley Falls. **Note: More details to be included here.**

Additional Reading:

1. The Mills of Lee, Randy Stevens, pending publishing 2012

Websites of interest:

1. The Company River Watershed Association <http://www.lvwaters.org>

Implementation Schedule

- Expected complete in the fall of 2013
- First step in preparations for the Lee semiquincentennial (250th anniversary) in 2016



The Lee Heritage Commission



.....and there you have it!
Thank you for your time!

Historic Sites in Lee

The territory of Lee, New Hampshire, was originally a part of the Colony of Dover, founded in 1623. Dover is the seventh oldest continuously settled area in the United States. The jurisdiction that is now Lee had European residents as early as 1666 (Wadley's Falls).

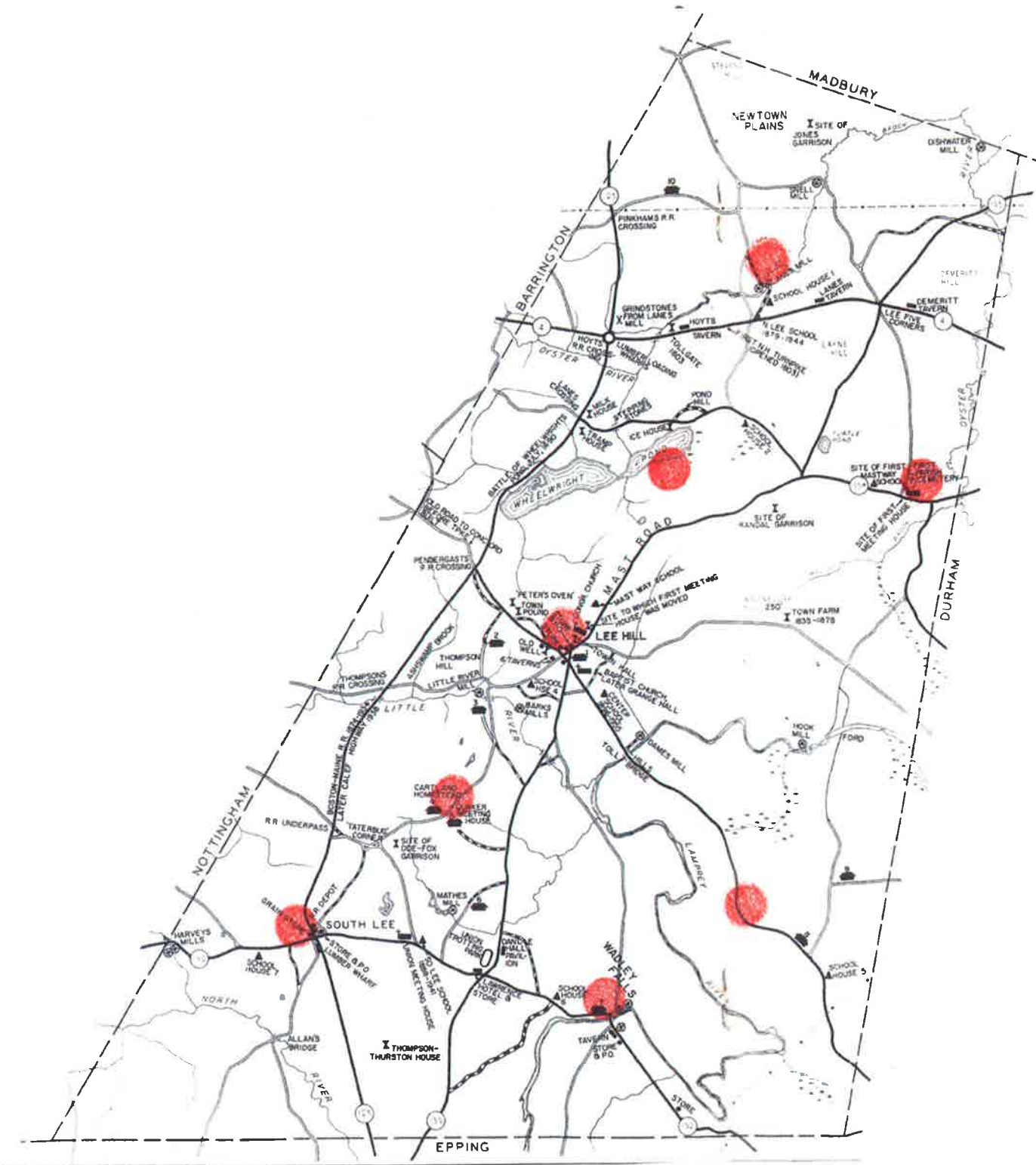
Unlike other towns that were eventually formed from the grant-land of Dover, Lee's town history and culture are deeply rooted in farming and forest management. While many surrounding towns were deeply affected by the Industrial Revolution, and still have the dams, mill buildings and other public structures to remind them of their heritage, Lee was only marginally affected by such development, and has no significant reminders of the period.

At the height of the regional industrial era of the early twentieth century, Lee remained almost entirely agrarian. There were approximately eighty working farms in Lee. Many of these were established in the first half of the 1700's through grants declared by the Town of Durham, years before Lee was to become a town on its own. Just as the Towns of Dover, Somersworth, Rolinsford and Newmarket desire to preserve and redevelop their historical resources, so does the Town of Lee. Our resources are not dams and mills, however. They are farmhouses and barns.

When compared to the stone and brick reminders of yesteryear left in the surrounding industrial centers, the evidence of our Lee Town heritage is fragile and all-too likely to be lost to bad weather, fires, and the indiscriminate acts of man. Considerable effort has been expended in recent years to preserve the rural landscape in Lee, and the effort has resulted in nearly 25 percent of the town's area being placed under permanent conservation easements; yet, the possible loss of fragile historic landmarks remains a constant threat to our heritage. Two such cases include the Glidden-Towle-Edgerly House in Wadley's Falls Village, which was almost lost to arson in 2010, and the Burleigh-Demeritt Farmhouse on Lee Hook Road, which the University of New Hampshire desires to demolish.

The Lee Heritage Commission has marked eight Town of Lee Historic Sites with appropriate signs, and prepared the narratives included herein. At some of these sites, like Wadley's Falls Village and Lee Town Center, the reader will witness considerable reminders of our heritage. But at other sites, such as New Town Plains and Wheelwright Pond, one will have to deal with the loss of the land's first residents, as well as the depletion of our natural resources. In presenting our history in such a light, we hope to convince our readers to join us in our endeavors to preserve what remains, so that those that come after us can understand what complex events have shaped our town to be what it is today.

The map on the next page shows the location of our eight historic sites.



Heritage Site #1 - Wadley's Falls Village

For as much as 8000 years before European settlers came to this area, Native Americans from as far away as Fryeburg, Maine visited here each summer to fish and camp on the five small islands that gave the area its first English name - Island Falls.

When the Europeans arrived, this location was coveted for its potential as a mill site, and as such, became the first permanently settled area within the bounds of the current Town of Lee. Not far from this sign, in the year 1657, there stood a tree "marked with two SS". The "two SS" were the initials of Samuel Symonds, a leading citizen and judge from Ipswich, Massachusetts. The "Honored Generall Court" of Massachusetts granted Mr. Symonds 640 acres that extended one mile downriver from "a little Island in the River by the Falls" and one-half mile inland on each side. The center support of the present NH Route 152 bridge rests on that "little Island".

Mr. Symonds took possession of his grant of 640 acres on June 3, 1657 "in the presence & with the Consent of mohermite Sagamore of these parts". The great indian leader made his home on a hill behind what is now the Madbury Town Hall, and from there he could oversee much of the territory that he controlled. Others present on that day were the surveyors, John Gage and Daniell Epps, who had marked the tree, and Edward Hilton and his son, who were the original colonists at the 1623 settlement of Hilton's Point (now Dover).

Walter Barefoot, a controversial character in colonial New Hampshire, acquired 320 acres from the Symonds family in 1664 and on December 16, 1664, John Woocot of Newbury agreed to build a sawmill for Barefoot and Robert Wadleigh that was "sixty and four foote in length, and twenty eight foote in breadth with floome & water whele". The agreed cost of the mill was 80 pounds.

This mill, whose construction was to begin "on or before the 10 day of March" in 1665, eventually became the sole property of Robert Wadley. Its construction began a period of 266 years of continuous commercial activity powered by the falls you see before you. This path of development was to be followed by sites all over New Hampshire. Sawmills were built at sites of available water power in order to harvest the great trees that covered the countryside. As the forests were cleared, cut into boards, and shipped all over the world, the cleared fields began to produce crops, so grist mills were built to share the water power. The villages and towns matured and the falling water from the improved dams was used to power the more complex industries needed by a growing and more sophisticated population. At this site grew the village of Wadley's Falls that, in addition to the sawmill, contained at various times a grist mill, a planing mill, Deacon Guy Glidden's tannery, Gideon Towle's wooden pail factory, Dr. Edgerly's herbal drug factory (Dr. Edgerly was one of the founders of the NH Pharmaceutical Society), and the Norton Leatherboard Factory.

Before the Piscataqua River Bridge was built between Newington and Dover in 1794, travelers between Portsmouth and the inland towns of Nottingham, Northwood, Concord and beyond came south of Great Bay and made their way along what is now NH Route 152, passing over a bridge in this general vicinity. The combination of mill industry and travel commerce resulted in a small village being established here. In its peak at the turn of the 19th

century, Wadley's Falls Village was the largest settlement in Lee. The mills here employed some 40 individuals, and there were two stores, a post office, and a hotel. A four-horse stagecoach ran daily between Nottingham and Newmarket with a stop here at Wadley's Falls.

The last surviving mill, the Norton Leatherboard Factory, burned in 1921, and ended the mill era in Lee. The dam was purchased by the Newmarket Electric Company; however, a spring flood in 19?? breached the dam, further sealing the fate of industrial uses at this location.

The three-story home located across Route 152 from this sign is the Glidden-Towle-Edgerly House. Built circa 1749 (the current back ell) with a large, stately addition (now the main house) in 1828, this building's legacy includes ownership by three families who were all connected with the mill industries at Wadleigh Falls. It was nearly destroyed by an arsonist in April of 2010. New owners have since stabilized the structure, and it was placed on the New Hampshire State Register of Historic Places in November of 2010. It now awaits an enterprising new owner to take it forward in time, and hopefully, return it to its former stature as the preeminent structure of a revitalized and forward-looking Wadley's Falls Village. Fires and floods have often been a threat to the fortunes of Wadley's Falls Village for over three hundred years. Lets's hope that the future has more sunny days and gentle spring rains to help in preserving its significant historical value!

Additional Reading:

1. The Mills of Lee, Randy Stevens, pending publishing 2013

Websites of interest:

1. The Lamprey River Watershed Association <http://www.lrwa-nh.org>

Heritage Site #2 – South Lee Depot

These hydrangeas are all that remain to remind us of the South Lee Railroad Station, which stood just a few yards to the south of here during the years that the Nashua and Rochester Railroad ran along the corridor that is now New Hampshire Route 125.

South Lee Depot was the commercial center of Lee during that time. In addition to the passenger station, other structures existed in this area, including a freight shed (now home of the Lee Historical Society Museum at the Town Hall Complex), a milk house, a tool shed, a water cistern, pump house and water tower.

Major items of freight shipped from this location included lumber, milk, and a few masts. Mail was also directed via the railroad during that time. Over the years, excursion trains ran to various locations to the north and east to accommodate special events. Among them were the very popular Rochester Fair runs, an annual Old Orchard Beach (Maine) run, and the daily Bar Harbor Express that ran from New York City to Bar Harbor, Maine during the summer months. As many as 70 trains per day may have passed through this area during the heyday of the railroad.

The railroad operated from November 24, 1874 until September 24, 1935. After decommissioning, the railroad and many of its structures were removed and the corridor sat idle for about a year. At that time, State Senator Austin Calef, who ran a chicken business in Barrington, sponsored a proposal to convert the line in this area to a highway. The road was later named the Calef Highway in his honor.

George Washington Plumer (1828-1901) was an active player in the economy and the politics of Lee during this era. He ran a general store from the building just across Demeritt Avenue from this sign, and lived in the 1877 Federal-style house just up the hill from here. Beginning before the era of the railroad, he ran a peddling business from here, and covered routes in Northwood, Nottingham, Newmarket, Exeter, Rye, Long Sands and other seafront communities. His peddler's wagon is now preserved at the Carriage Museum of Skyline Farm in North Yarmouth, Maine. As Mr. Plumer went about his business, which sometimes kept him on the road for six days a week, he kept diaries that included information on where he dined and stayed each evening, as well as weather observations and information regarding his business. Copies of these diaries are on file with the Lee Historical Society, and make for many hours of interesting reading.

When the railroad became operational in 1874, Mr. Plumer's general store business became a central attraction in the area. He often used the railroad to travel to Boston to purchase goods and return them to his store. He also ran a shuttle to get local residents to and from the station when that convenience was of need. His store was an oasis for stagecoach riders making their way between the

seacoast towns and Concord and other interior locations. In later years, George's son, William Plumer, joined his father as storekeeper, and he continued to run the business after his father's death. The store sat vacant for many years, except for a short time when Stanley Plumer, George's grandson, ran a restaurant here. In 2011 the building was restored by Lee resident Fred Schultz, and it now serves as a professional office for his business.

The continuing story of South Lee Depot serves to remind us of the value of adaptive re-use of historic resources. The superior roadbed alignment of the Nashua and Rochester Railroad served to make a first-class regional highway through the southeastern portion of the State at a very reasonable cost to taxpayers. The little freight shed that once stood at the crossing was used as a commercial building in Epping for a number of years before being returned to Lee to be used as the Historical Society's Museum. Plumer's Store lives on as a very comfortable office. Now.....if someone had only thought to save that station building for a brighter day.....!

Additional Reading:

1. The Railroad that Passed through Lee, NH – 1874-1934, Randy Stevens, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Worcester, Nashua and Rochester Railroad - [http://en.wikipedia.org/wiki/York_and_Cumberland_Railroad_\(Maine\)](http://en.wikipedia.org/wiki/York_and_Cumberland_Railroad_(Maine))

Heritage Site # 3 – Cartland Road

It is hard to find a road in these parts that exemplifies the earliest days of colonial New England better than Cartland Road, in Lee, New Hampshire. Cartland Road begins on a sharp curve on Lee Hill Road, and continues southerly for almost a mile to its terminus at Fox Garrison Road. This road was designated a Scenic Road at the 1972 Lee Town Meeting, and additional protection was afforded it in 2006 when the Town Meeting voted to place a conservation easement on the unpaved portion of the road to ensure that it would remain unpaved, in its current width, with stone walls intact in perpetuity. Records are unclear as to when the road was laid out, but it certainly pre-dates the Cartland Farm, which was established in 1737. Some evidence suggests the road was first laid out in the late 1600's, shortly after the establishment of the main way between Durham and this location.

The earliest resident of Cartland Road was Robert Thompson, who built a sawmill on the Little River just above the Cartland Road bridge sometime before 1733. Remains of the mill can still be seen there, and the 6.6 acre site, located on the northern shore of the river, is now owned by the Town of Lee. Public access is allowed; however, please respect abutting private properties, and please take nothing but pictures and leave nothing but footprints!

Mr. Thompson also built his house near the mill, but later had it moved to its present location at the top of the hill. In the days of the sawmill, the impounded waters behind his dam backed up as far as the current Route 125, and the current Thompson Mill Road was known as Mill Pond Road. Mr. Thompson was an influential person in commercial and political circles in town, and he served as the Chairman of the first Board of Selectmen when Lee was separated from Durham in 1766. In the era of the sawmill, there were numerous other homes and two other mills in the area. Moses Dame tended Lee's first tavern out of one of the homes, beginning in 1775, and it is said that much of the Town's business was accomplished here before the development of the Town Center on Lee Hill.

Current-day travelers might be impressed by the pastoral, unhurried feeling that one experiences relative to the traffic of other Town roads, but in the earlier days of our Town, this was the main north/south corridor through the area. Imagine a cart-full of lumber being fetched over Pelatiah's Hill (the now-paved portion of Cartland Road at the north end), being pulled by a team of oxen! The hill's name comes from a son of Robert Thompson's, who lived in the house at the top of the hill during the period of 1765-1843.

Joseph Cartland obtained the first twenty-five acres of his farm further south by working for another farmer in the area for six months in 1737. He built the first portion of the current farmhouse in 1745, and promptly brought his new bride to the farm. This was the beginning of the Cartland legacy in Lee that has continued for over 250 years, with the exception of one 12-year gap.

Over the many generations, all of the Cartlands were deeply involved in religious, social and political activities of one sort or another. During the time of Joseph's grandson, Jonathan, the house was frequented by many distinguished visitors, including Frederick Douglas the famous fugitive slave, and John Greenleaf Whittier, the famous poet from Haverhill, Massachusetts. The Cartlands took an anti-slavery position, and offered their home as a stop on the Underground Railroad, the system responsible for freeing many slaves by removing them from their masters and whisking them northward to Canada. In 2007, the National Park Service evaluated the evidence regarding the history of the Cartland House and determined that it made a significant contribution to the understanding of the Underground Railroad in American History and it met the requirements for inclusion in the National Underground Railroad Network to Freedom. The Park Service designated it a "quiet site" as it is not open to the public.

The Cartlands were Quakers, and were influential in establishing a local meetinghouse, first on Wadley's Falls Road, which was later moved to its present location on Cartland Road, across from the family home. During that time there were many other Lee residents who were members of the Friends Society, and the existence of the local meetinghouse eliminated regular trips to the larger congregation in Dover.

By the mid-eighteen hundreds the numbers of Quakers were dropping off, and meetings ceased. In 1847 Moses Cartland organized the Walnut Grove School in the old Meeting House, and this school was soon rated as one of the best academies in the state. The school was in existence for about fifteen years, and drew students from as far away as Ohio.

Here are some questions concerning little-known facts about Cartland Road, which if answered correctly will identify you as a long-time resident of the Town of Lee. Answers are given below, for those of you who wish to begin your journey to full residency at this time!

Question: Where is Malfunction Junction and how did it receive its name?

Answer: Malfunction Junction is at the beginning of Cartland Road, where it meets up with Lee Hill Road and Thompson Mill Road. Now who can tell me how it got its name?

Question: Where was the last cougar shot in New Hampshire, and who killed it?

Answer: A bounty was once offered for killing Eastern Cougars in New Hampshire, because of their interference with farming and livestock. The last cougar killed in New Hampshire was taken in 1853, on the Cartland Farm, by a hunter from nearby Newmarket.

Question: Where is Taterbug Corner, and how did it get its name?

Answer: Taterbug Corner is at the southerly end of Cartland road, where it meets up with Fox Garrison Road. It got its name in the days when the intersection was surrounded by potato fields.

Websites of Interest:

1. Woodman Institute Museum, Dover, NH, where a display of stuffed wild animals includes the cougar shot on the Cartland Farm - <http://woodmaninstitutemuseum.org>

Heritage Site #4 – The Lee Hook

Lee Hook refers to the peculiar course of the Lamprey River, beginning below Wadley's Falls, and continuing on a large horseshoe-shaped course through the southeastern portion of Lee for nearly five miles before exiting into Durham above Wiswall Falls. There are around 1600 acres of land within the Hook, and within the borders of the Town of Lee. The original farms in this area were established in the first half of the 1700's through grants declared by the Town of Durham, years before Lee was to become a town on its own. In his 1916 recount of the history of Lee, noted historian John Scales proclaimed that the Lee Hook contained "some of the finest farms in Strafford County". He also had high praise for the men who ran these farms, and proclaimed of one particular farmer, that he had improved the land "to such an extent that he raises two spears of grass in his fields where formerly grew only one!"

To this day, agriculture continues to be the principal industry in Lee, and the quest for excellence continues on the farms of Lee Hook. Most visible on a drive along Lee Hook Road are the Ath-Mor Holstein Dairy (about three quarters of a mile south of this marker), known for its high-yield milking operation, and the Hollister Family Farm (within sight of this marker), which produces organic vegetables, along with hay, cut flowers, eggs and honey. Also of particular interest is the University of New Hampshire's Organic Research Farm at the Burley-Demeritt and Bartlett-Dudley properties (within sight of this marker). This facility, the first of its kind in the United States to be operated by a land-grant college, was opened in 2006.

Today, there are over eighty farms in Lee. Additional information on some of them can be found on the following websites:

<http://www.colsa.unh.edu/aes/odrf/>

<http://www.nhcommaze.com/>

<http://www.flaghill.com/about/>

<http://www.velvetpastures.com/home.html>

<http://www.dermeritthillfarm.com/>

<http://www.newhampshirefarms.net/farm-profiles/strafford-county/tuckaway-farm-lee-nh.html>

<http://www.wildmillergardens.com/>

<http://www.bluebellgreenhouse.com/>

<http://www.mistymeadows.org/>

<http://hicolornutfarm.com/Cheese.html>

<http://finegarden.com/>

<http://www.facebook.com/pinewoodsyankeefarm>

<http://www.facebook.com/thehollisterfamilyfarm#!/thehollisterfamilyfarm?sk+info>
<http://www.countryfolks.com/ME2/Audiences/dirmod.asp?sid+&nm+Features&type+Publishing&mod+Publications%3A%3AArticle&mid+8F3A7027421841978F18BE895F87F791&id+9FAF0840E020456D840D4715369990B2&tier+4>

<http://www.walnutgrovefences.com/>

For information on farms not listed here, try contacting the Lee Agricultural Commission at http://www.leenh.org/Pages/LeeNH_BComm/Agricultural/index.

Through its Master Planning process, the Town of Lee has determined that there is a strong desire among residents to maintain Lee's significant farming heritage. Accordingly, many steps are being taken to encourage preservation of farmland, and the farmscapes such those found in this area of Lee Hook. This is being done through promotion of partnerships for bringing farm products to local markets, encouragement and assistance with obtaining conservation easements on large parcels of farmland, and offering tax abatement easements for preservation of barns. Since 1980, the Town of Lee has been instrumental in acquiring over forty conservation easements, with additional easements being added each year. For more information on the process of preparing a conservation easement, please contact our Community Planning Coordinator at tuckawavfarm@earthlink.net.

ADDITIONAL READING:

1. The History of the Jeremiah Smith Grange, 2011, Donna F. Eisenhard, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Map of Lee Town Lands

http://www.leenh.org/Pages/LeeNH_LP_Admin/Maps/MagicMap_8.5x11.pdf

2. Lee Farmer's Market

http://www.leenh.org/Pages/LeeNH_BComm/Agriculture/farmersmarket

Heritage Site #5 – Lee Town Center

Looking around the vicinity of this sign, it is hard to believe that this area was once a thriving commercial center, as well as the seat of town government and social activities. In simpler days-gone-by, there were at one time or another, several taverns, a blacksmith shop, stables, a stagecoach stop, a feed store, a general store and a doctor's office.

When the town was set apart from Durham in 1766, there was virtually nothing to the Town Center except the five-way intersection that now forms our Town Common. The First Parish Meeting House, located at the intersection of Mast Road and Garrity Road, served both as a house of worship and a place for town meetings. Some time before 1804, it was moved to the current Town Center to better serve the growing needs of the town. It was taken down when the present Town Hall was built in 1846. As the Town grew and various new government services were introduced, additional structures were added at various locations in the Town Center. The Town Shed, located behind the Town Hall, was constructed in 18XX, and served as a shelter for hobos during the years that the railroad occupied the current right-of-way of New Hampshire Route 125. The library began life as the Center School in 1897, and was moved to its current location in 1962. The Town Hall Annex began life as a firehouse in 1950. Six years after Lee entered the Oyster River Cooperative School District, the new Mast Way School was completed in 1960. The current Public Safety Complex was added in 2005.

The present Lee Church was built as a chapel in 1861, and became the home of an organized Congregational Church in 1867. The building has been added to several times over the years, and the Parsonage was added in the 1870's. A Baptist church flourished on Lee Hook Road for about twenty years, before being renovated into the home of the Jeremiah Smith Grange in 1891.

While commercial activity has moved with changing modes of transportation, and is now focused around the Lee Traffic Circle, the functions of government and community remain steadfastly in place in the Lee Town Center.

ADDITIONAL READING:

1. Lee in Four Centuries, Ursula Baier, Editor, 1966, available at the Lee Town Offices for \$20.

2. The History of the Jeremiah Smith Grange, 2011, Donna F. Eisenhard, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Town of Lee website www.leenh.org

Heritage Site #6 – Wheelwright Pond

Prior to the European settlement in New Hampshire, there were many small bands of nomadic Indians living here who spoke the language of the Abenaki Indians to the north and east. The bands generally spent their winters in permanent villages in the interior regions, but ventured to the coastline for summer fishing and hunting expeditions. In Lee, Wadleigh Falls was the site of one seasonal camp for the Native Americans. Other nearby camps were at Dover Point and Lamperell First Falls (now Newmarket Village). The local native bands, although quite independent from one-another, had formed a mutual protection confederation with other bands throughout southern New Hampshire, eastern Massachusetts and extreme southern Maine. Collectively, these bands were known as the Pennacook Federation.

As settlers began to arrive and establish permanent colonies in Portsmouth, Dover and Exeter during the 1620's, one Pennacook Chief, Passaconaway, urged members of his federation to welcome the new inhabitants. He felt that they could provide additional protection from warring Mohawks of western Massachusetts and Abenaki of eastern Maine. Over the next fifty years, however, the Indians began to resent the growing influx of Europeans, as they quickly transformed hunting and fishing grounds to farms and mill sites., much to the exclusion of the Indians. The resentment was shared by other tribes along the entire New England frontier. In 1676 the resentment became too much for the Wampanoag, famed for their attendance at the First Thanksgiving at Plymouth Colony, and they raided the Pilgrims, killing several and causing considerable mayhem. A two-year war, called King Phillip's War, ensued between the former allies. It unfortunately ended with the killing of the Wampanoag Chief, Metacom, and the display of his head on a pole at Plymouth Colony, where it stayed for the next twenty years!

News of this atrocity traveled throughout the frontier, and raids soon befell other English settlements throughout New England. Later, in Europe, war broke out between France and England, which resulted in additional challenges for the settlers. French settlers in Quebec became allies of the Indians, and they were all too willing to supply the Indians with arms and advice on a regular basis. Within ten year's time, the relationship between the English and the Indians had become quite tenuous, and colonial settlers had resorted to construction of garrisons for communal safety and carrying muskets while they tended their fields.

On the night of June 27, 1689, the Pennacook Indians attacked the settlement of Coheco (now downtown Dover), destroying eight houses and garrisons, killing 23 settlers and carrying away another 29, reducing the local population by 25%. Its founder, Major Richard Walderen, was brutally tortured and murdered, as were other members of his family. As had been done to Chief Metacom in Plymouth, the Indians beheaded Major Walderen and mounted his skull on a pole. Responding to this, the authorities in Boston assigned additional soldiers to protect the settlement, but the misdeeds of Indians were quickly moving to other targets. In August of that same year, Indians raided the Oyster River Plantation (now Durham), and killed or took away eighteen persons.

On July 4, 1690, Indians raided a settlement that is now the Village of Newmarket, killing seven and taking a young boy prisoner. Two days later, when the news of this reached Dover, one hundred men, under the command of Captain Noah Wiswall and Captain John Floyd, were dispatched to scout for the perpetrators. Captain Wiswall and Floyd came across fresh

evidence of the Indians in the vicinity of Turtle Pond, within sight of this marker. History is a little foggy about what exactly ensued thereafter, but evidence suggests that there was a two-hour running battle through the forest along a path roughly approximating the course of Steppingstone Road, toward Wheelwright Pond, ending with the total exhaustion of both forces somewhere along the southeast shore of the pond. By the time the two sides disengaged, Captain Wiswall and fifteen others were killed. There was no account of the number of Indians killed.

Despite this carnage, there was little respite from the animosities between the two parties, and raids continued with regularity. The Oyster River Massacre of 1694 was particularly disturbing, as approximately 250 Abenaki Indians were lead from Norridgewock, Maine by a French soldier, Claude-Sebastien de Villieu. Fourteen houses were burned, and 94 persons were killed or captured.

By then, leaders of the Massachusetts Bay Colony had determined that the Indian menace had to be stopped, and a bounty was offered for Indian scalps. A number of enterprising persons formed militia, and commenced raiding the Indian villages of the inland areas of New England. One of these Rangers, Captain John Lovewell of Dunstable, Massachusetts, was particularly effective in delivering the message to the Indians, though in the end it cost him his life. In 1725, he met up with a war party of approximately eighty Indians near the Piggwacket village that is now called Fryeburg, Maine. Though his own forces were severely depleted, they managed to kill the adversarial Chief Paugus, and an untold number of his warriors. This engagement was the last major confrontation between the Native Americans and the settlers, as the Piggwackets migrated out of the area. Like the Pennacook bands before them, some went west, to join with their former Mohawk enemies; however, a majority went to Saint Francis, Quebec. In either case, they were assimilated into their host tribes, so that today it is unlikely that there are any remaining purebred Pennacooks left!

To understand the totality of this historical purging of the Pennacooks from the New England frontier, one has only to review the latest U.S. Census for the Town of Lee. It determined that only 0.22 percent of the Lee population (about ten persons out of nearly 4500) identified themselves as Native Americans. There is no public record of which, if any of these ten, might be descendants of the peace-loving Pennacook Indians who once summered in Lee for so many generations!

ADDITIONAL READING:

1. The Scalp Hunters -Abenaki Ambush at Lovewell Pond -1725, Alfred E. Kayworth and Raymond G. Potvin, 2002, available from www.amazon.com.
2. The Story of Peter Little Bear, a Lamprey River Adventure, David Allan and Leslie Hamilton, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Account of the Battle of Wheelwright Pond -
<http://www.archive.org/stream/historyoftownofd00stac#page/88/mode/2up>

2. History of the Cocheco Massacre - <http://www.dover.lib.nh.us/DoverHistory/cocheco.htm>

3. History of the Oyster River Massacre - <http://mikenh.wordpress.com/2009/12/01/marker-50-oyster-river-massacre/>

Heritage Site #7 – First Meeting House

Prior to 1766, the territory of Lee was a part of Durham; but as the population of this western region grew, there was great hardship for the new residents to travel, sometimes as far as eight miles, to the Durham meeting house at Oyster River First Falls, for worship, education and governance.

Thus, in the early years of the eighteenth century, a meeting house was built here, on the northeastern corner of the Old Mast Way and Garrity Road. In those early years, it is likely that worship services were presided over by visiting ministers, or local laypersons. Not long after the establishment of the meeting house, the land beside it was set aside as the first Town Cemetery.

On the evening of May 24, 1724 George Chesley was accompanying his fiancée, Elizabeth Burnham, home from a worship service at the meeting house, when they were attacked by Indians. George was immediately killed, but Elizabeth was able to retrace her route toward the meetinghouse at least part of the way before collapsing over a large rock, where she bled considerably. Someone found her and attended to her, however she died four days later of her wounds. Thereafter, residents of the area noticed that her bloodstains kept returning to the rock on which she had lain, despite the ravages of storms and seasons-passed. It is said that she was the first person to be buried in the new cemetery; unfortunately her burial site was not marked. Eventually, the locally prominent Thompson Family, whose family plot was directly adjacent to the Meeting House, honored her memory by bringing the “bloody rock” into their plot, and erecting a fitting memorial for her there. Both the memorial stone and the “bloody rock” can be seen by climbing the stairs located next to this sign.

By the time Lee acquired its first full-time minister in 1762, a new meeting house had been built on Lee Hill, in the area we now call “Lee Town Center”. Rev. Samuel Hutchins saw Lee through some very changing times, including the establishment of Lee as an incorporated town, and the American Declaration of Independence from Britain. He served here until 1797.

In early times, ministers were among the few with higher education, and as such, they were often called upon to double as teachers. This was the case in Durham at about the time of the incorporation of Lee, and at that time, one teacher served in one schoolhouse for the entire township. Can anyone wonder how many school-days were missed by youth living on farms or at mill-sites in the further reaches of Lee?

We have not uncovered any records of early schools in Lee directly after the incorporation in 1766; however Durham established a Mast Way School District in 1797. It may have been that the schoolhouse shown on an 1804/1805 map of Lee, being located on Mast Road, somewhat to the west of here, might actually have been a cooperative effort between the two towns. If this was the case, it would certainly have been the earliest attempt at establishing an Oyster River Cooperative School District between the two towns! In any case, the school was disassembled in 1835 and moved to Stepping Stones Road, and later yet it was moved to Lee Town Center to become a Christian Endeavor Hall, the Community Church Vestry and presently serves the Lee Church Congregational as its Library.

Heritage Site #8 – New Town Plains

The first permanent European settlers came to this area, landing at Dover Point, in 1623. They gained authority for their settlement through a grant by the Council of Plymouth (Massachusetts), which laid claim to all of New England under the authority of the King of England. The settlement became known as Dover, and the grant gave them control of all of the land that is now Dover, Durham, Lee, Madbury, Somersworth, Rollinsford, and portions of Newmarket and Newington.

As the Dover settlement prospered, colonists began to explore the inland area of the land granted them, in search of natural resources to utilize for their livelihood. In the general area surrounding this marker, they found vast numbers of high-quality white pines, some taller than 100 feet, that were ideal for making ship's masts. As was the custom in those times, these resources remained the property of the government, with the best of the mast trees reserved for the sole use of the British Navy. Others were cut under license for the use in the growing coastal shipbuilding trade on Dover Point.

To get these huge pines from this area to the waterfront, Lee's first mast road was cleared in 1663. The road began at this approximate location, and took the approximate course of Old Mill Road, New Town Plains Road and Cherry Lane in Lee, Cherry Lane, Town Hall Road, and Knox Marsh Road in Madbury, and Pudding Hill Road and Mast Road in Dover, eventually ending at a landing on the Belamy River, below the first falls. This road pre-dated Lee's second mast road, which still bears its historic name, laid out in 1694.

The abundance of natural resources in this area was so significant that others soon followed the mast harvesters in search of lumber for building homes and barns, and a sawmill was established on the Oyster River, a few hundred feet below the Old Mill Road Bridge, to the south of here. The remains of Patrick Jemison's mill are barely discernible today, but one can still see the mill foundation, and several of the spillway stones are still in place. Other large granite stones have been scattered downstream by the many floods that have followed over the succeeding two hundred-plus years since the mill was active.

As the land was cleared of trees, and Dover Point became a bustling commercial center, it was only natural for new settlers to move into this area to build farms. Over time, the area became distinguished from older portions of Dover when it earned the popular name "New Town", thus the name of the road just to the north of here. By 1766, when Lee was incorporated as a separate town, this area was completely developed as farmland, and it remained so through the mid-twentieth century.

Following World War II, the automobile was making a significant impact on America. Farms in this region had new competition from farms further west, where soils were richer and more productive, and their products could be trucked "back east" at surprisingly low costs. The development of the Interstate Highway System only served to hasten the demise of farming on the New Town Plains. But the very threat presented by this era of long-distance transportation was what led to the renewed interest in the natural resources of New Town Plains.

Responding to traffic congestion and safety concerns at the University of New Hampshire and

Downtown Durham, the Route 4 Bypass was constructed in the 1960's, and much of the sand and gravel for the project was mined from pits in this area. In the years following the completion of the bypass, many new residential subdivisions were built in the surrounding towns, and materials from these pits were used extensively for site development, local streets, septic systems and the like.

Eventually, however, the natural resources in the two pits you see at the site of this marker were completely exhausted, and further excavation would have threatened water quality in the Oyster River, which is located just a few hundred feet beyond the tree line on the far side of the pits. The Oyster River is a source of drinking water for the Town of Durham and the University of New Hampshire.

Recognizing the need to preserve the remaining resources, the voters of the Town of Lee approved warrant articles in 2006 and 2007 to purchase a total of ninety acres in the two pits lying between Old Mill Road and the Oyster River, and to work with the Natural Resource Conservation Service Wetland Reserve Program and the New Hampshire Department of Environmental Services to Reclaim the land for future generations. The reclamation project, now completed, included construction of vernal pools and erosion prevention sluices, placement of boulder perches, and general replanting of aquatic and upland plants that will attract wildlife of many different types over time.

Whether it be the towering pines that our ancestors first saw when they arrived on the New Town Plains, or the sand and gravel that allowed a more recent generation to build modern communities and transportation infrastructure we all enjoy today, or the clean drinking water we need to ensure the health of our next generation, New Town Plains has been a great source of natural resources for the area, and just as it was in 1623, there are once again white pines growing here for the common good of the people!

ADDITIONAL READING:

1. The Early Roads and Settlers of Lee, New Hampshire, Melvin E. Jenkins, available at the Lee Town Offices for \$20.
2. Colonial Era History of Dover, New Hampshire, John Scales, available from www.heritagebooks.com.

Historic Sites in Lee

The territory of Lee, New Hampshire, was originally a part of the Colony of Dover, founded in 1623. Dover is the seventh oldest continuously settled area in the United States. The jurisdiction that is now Lee had European residents as early as 1666 (Wadley's Falls).

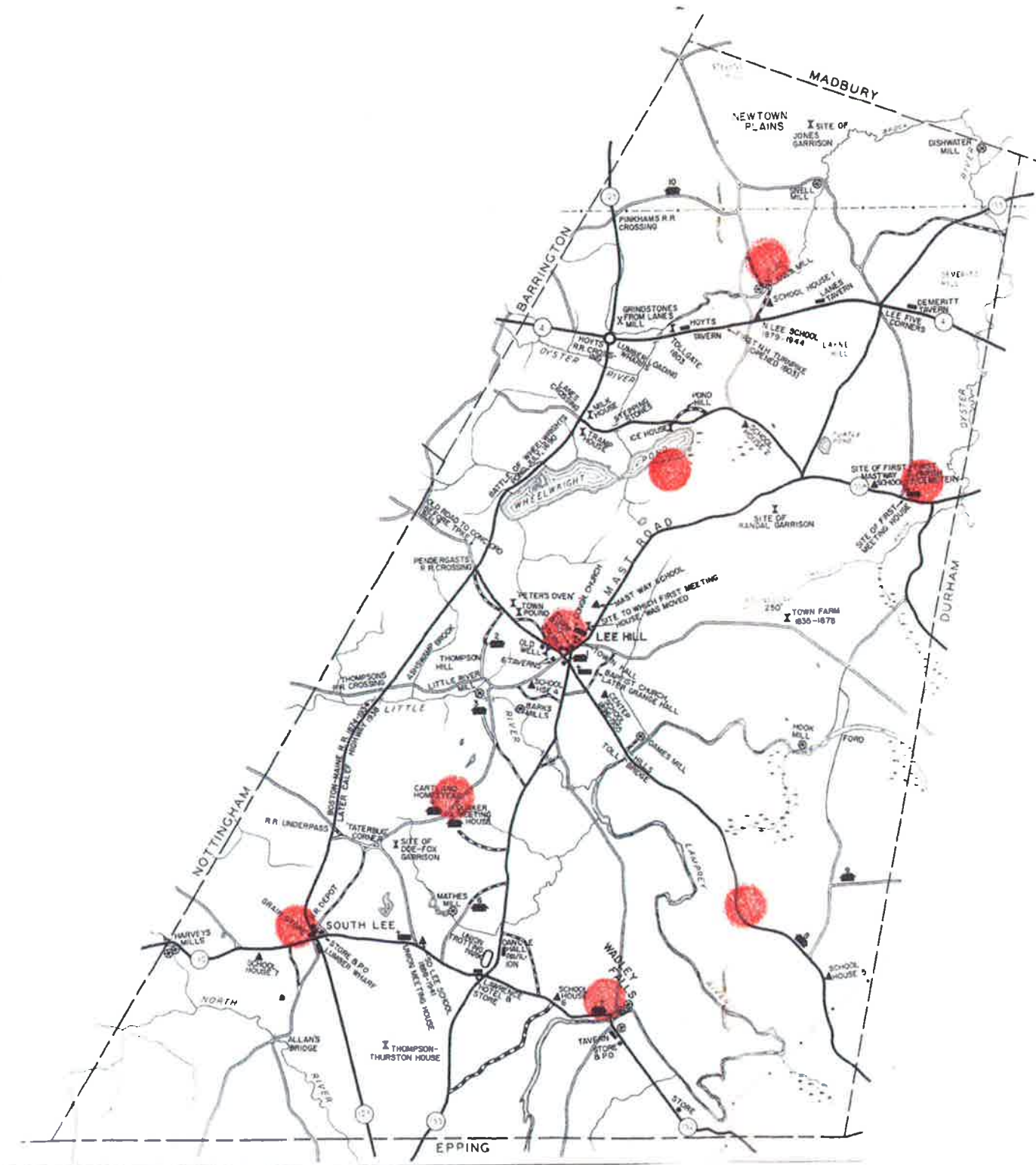
Unlike other towns that were eventually formed from the grant-land of Dover, Lee's town history and culture are deeply rooted in farming and forest management. While many surrounding towns were deeply affected by the Industrial Revolution, and still have the dams, mill buildings and other public structures to remind them of their heritage, Lee was only marginally affected by such development, and has no significant reminders of the period.

At the height of the regional industrial era of the early twentieth century, Lee remained almost entirely agrarian. There were approximately eighty working farms in Lee. Many of these were established in the first half of the 1700's through grants declared by the Town of Durham, years before Lee was to become a town on its own. Just as the Towns of Dover, Somersworth, Rolinsford and Newmarket desire to preserve and redevelop their historical resources, so does the Town of Lee. Our resources are not dams and mills, however. They are farmhouses and barns.

When compared to the stone and brick reminders of yesteryear left in the surrounding industrial centers, the evidence of our Lee Town heritage is fragile and all-too likely to be lost to bad weather, fires, and the indiscriminate acts of man. Considerable effort has been expended in recent years to preserve the rural landscape in Lee, and the effort has resulted in nearly 25 percent of the town's area being placed under permanent conservation easements; yet, the possible loss of fragile historic landmarks remains a constant threat to our heritage. Two such cases include the Glidden-Towle-Edgerly House in Wadley's Falls Village, which was almost lost to arson in 2010, and the Burleigh-Demeritt Farmhouse on Lee Hook Road, which the University of New Hampshire desires to demolish.

The Lee Heritage Commission has marked eight Town of Lee Historic Sites with appropriate signs, and prepared the narratives included herein. At some of these sites, like Wadley's Falls Village and Lee Town Center, the reader will witness considerable reminders of our heritage. But at other sites, such as New Town Plains and Wheelwright Pond, one will have to deal with the loss of the land's first residents, as well as the depletion of our natural resources. In presenting our history in such a light, we hope to convince our readers to join us in our endeavors to preserve what remains, so that those that come after us can understand what complex events have shaped our town to be what it is today.

The map on the next page shows the location of our eight historic sites.



Heritage Site #1 - Wadley's Falls Village

For as much as 8000 years before European settlers came to this area, Native Americans from as far away as Fryeburg, Maine visited here each summer to fish and camp on the five small islands that gave the area its first English name - Island Falls.

When the Europeans arrived, this location was coveted for its potential as a mill site, and as such, became the first permanently settled area within the bounds of the current Town of Lee. Not far from this sign, in the year 1657, there stood a tree "marked with two SS". The "two SS" were the initials of Samuel Symonds, a leading citizen and judge from Ipswich, Massachusetts. The "Honored Generall Court" of Massachusetts granted Mr. Symonds 640 acres that extended one mile downriver from "a little Island in the River by the Falls" and one-half mile inland on each side. The center support of the present NH Route 152 bridge rests on that "little Island".

Mr. Symonds took possession of his grant of 640 acres on June 3, 1657 "in the presence & with the Consent of mohermite Sagamore of these parts". The great indian leader made his home on a hill behind what is now the Madbury Town Hall, and from there he could oversee much of the territory that he controlled. Others present on that day were the surveyors, John Gage and Daniell Epps, who had marked the tree, and Edward Hilton and his son, who were the original colonists at the 1623 settlement of Hilton's Point (now Dover).

Walter Barefoot, a controversial character in colonial New Hampshire, acquired 320 acres from the Symonds family in 1664 and on December 16, 1664, John Woocot of Newbury agreed to build a sawmill for Barefoot and Robert Wadleigh that was "sixty and four foote in length, and twenty eight foote in breadth with floome & water whele". The agreed cost of the mill was 80 pounds.

This mill, whose construction was to begin "on or before the 10 day of March" in 1665, eventually became the sole property of Robert Wadley. Its construction began a period of 266 years of continuous commercial activity powered by the falls you see before you. This path of development was to be followed by sites all over New Hampshire. Sawmills were built at sites of available water power in order to harvest the great trees that covered the countryside. As the forests were cleared, cut into boards, and shipped all over the world, the cleared fields began to produce crops, so grist mills were built to share the water power. The villages and towns matured and the falling water from the improved dams was used to power the more complex industries needed by a growing and more sophisticated population. At this site grew the village of Wadley's Falls that, in addition to the sawmill, contained at various times a grist mill, a planning mill, Deacon Guy Glidden's tannery, Gideon Towle's wooden pail factory, Dr. Edgerly's herbal drug factory (Dr. Edgerly was one of the founders of the NH Pharmaceutical Society), and the Norton Leatherboard Factory.

Before the Piscattaqua River Bridge was built between Newington and Dover in 1794, travelers between Portsmouth and the inland towns of Nottingham, Northwood, Concord and beyond came south of Great Bay and made their way along what is now NH Route 152, passing over a bridge in this general vicinity. The combination of mill industry and travel commerce resulted in a small village being established here. In its peak at the turn of the 19th

century, Wadley's Falls Village was the largest settlement in Lee. The mills here employed some 40 individuals, and there were two stores, a post office, and a hotel. A four-horse stagecoach ran daily between Nottingham and Newmarket with a stop here at Wadley's Falls.

The last surviving mill, the Norton Leatherboard Factory, burned in 1921, and ended the mill era in Lee. The dam was purchased by the Newmarket Electric Company; however, a spring flood in 19?? breached the dam, further sealing the fate of industrial uses at this location.

The three-story home located across Route 152 from this sign is the Glidden-Towle-Edgerly House. Built circa 1749 (the current back ell) with a large, stately addition (now the main house) in 1828, this building's legacy includes ownership by three families who were all connected with the mill industries at Wadleigh Falls. It was nearly destroyed by an arsonist in April of 2010. New owners have since stabilized the structure, and it was placed on the New Hampshire State Register of Historic Places in November of 2010. It now awaits an enterprising new owner to take it forward in time, and hopefully, return it to its former stature as the preeminent structure of a revitalized and forward-looking Wadley's Falls Village. Fires and floods have often been a threat to the fortunes of Wadley's Falls Village for over three hundred years. Lets's hope that the future has more sunny days and gentle spring rains to help in preserving its significant historical value!

Additional Reading:

1. The Mills of Lee, Randy Stevens, pending publishing 2013

Websites of interest:

1. The Lamprey River Watershed Association <http://www.lrwa-nh.org>

Heritage Site #2 – South Lee Depot

These hydrangeas are all that remain to remind us of the South Lee Railroad Station, which stood just a few yards to the south of here during the years that the Nashua and Rochester Railroad ran along the corridor that is now New Hampshire Route 125.

South Lee Depot was the commercial center of Lee during that time. In addition to the passenger station, other structures existed in this area, including a freight shed (now home of the Lee Historical Society Museum at the Town Hall Complex), a milk house, a tool shed, a water cistern, pump house and water tower.

Major items of freight shipped from this location included lumber, milk, and a few masts. Mail was also directed via the railroad during that time. Over the years, excursion trains ran to various locations to the north and east to accommodate special events. Among them were the very popular Rochester Fair runs, an annual Old Orchard Beach (Maine) run, and the daily Bar Harbor Express that ran from New York City to Bar Harbor, Maine during the summer months. As many as 70 trains per day may have passed through this area during the heyday of the railroad.

The railroad operated from November 24, 1874 until September 24, 1935. After decommissioning, the railroad and many of its structures were removed and the corridor sat idle for about a year. At that time, State Senator Austin Calef, who ran a chicken business in Barrington, sponsored a proposal to convert the line in this area to a highway. The road was later named the Calef Highway in his honor.

George Washington Plumer (1828-1901) was an active player in the economy and the politics of Lee during this era. He ran a general store from the building just across Demeritt Avenue from this sign, and lived in the 1877 Federal-style house just up the hill from here. Beginning before the era of the railroad, he ran a peddling business from here, and covered routes in Northwood, Nottingham, Newmarket, Exeter, Rye, Long Sands and other seafront communities. His peddler's wagon is now preserved at the Carriage Museum of Skyline Farm in North Yarmouth, Maine. As Mr. Plumer went about his business, which sometimes kept him on the road for six days a week, he kept diaries that included information on where he dined and stayed each evening, as well as weather observations and information regarding his business. Copies of these diaries are on file with the Lee Historical Society, and make for many hours of interesting reading.

When the railroad became operational in 1874, Mr. Plumer's general store business became a central attraction in the area. He often used the railroad to travel to Boston to purchase goods and return them to his store. He also ran a shuttle to get local residents to and from the station when that convenience was of need. His store was an oasis for stagecoach riders making their way between the

seacoast towns and Concord and other interior locations. In later years, George's son, William Plumer, joined his father as storekeeper, and he continued to run the business after his father's death. The store sat vacant for many years, except for a short time when Stanley Plumer, George's grandson, ran a restaurant here. In 2011 the building was restored by Lee resident Fred Schultz, and it now serves as a professional office for his business.

The continuing story of South Lee Depot serves to remind us of the value of adaptive re-use of historic resources. The superior roadbed alignment of the Nashua and Rochester Railroad served to make a first-class regional highway through the southeastern portion of the State at a very reasonable cost to taxpayers. The little freight shed that once stood at the crossing was used as a commercial building in Epping for a number of years before being returned to Lee to be used as the Historical Society's Museum. Plumer's Store lives on as a very comfortable office. Now.....if someone had only thought to save that station building for a brighter day.....!

Additional Reading:

1. The Railroad that Passed through Lee, NH – 1874-1934, Randy Stevens, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Worcester, Nashua and Rochester Railroad - [http://en.wikipedia.org/wiki/York_and_Cumberland_Railroad_\(Maine\)](http://en.wikipedia.org/wiki/York_and_Cumberland_Railroad_(Maine))

Heritage Site # 3 – Cartland Road

It is hard to find a road in these parts that exemplifies the earliest days of colonial New England better than Cartland Road, in Lee, New Hampshire. Cartland Road begins on a sharp curve on Lee Hill Road, and continues southerly for almost a mile to its terminus at Fox Garrison Road. This road was designated a Scenic Road at the 1972 Lee Town Meeting, and additional protection was afforded it in 2006 when the Town Meeting voted to place a conservation easement on the unpaved portion of the road to ensure that it would remain unpaved, in its current width, with stone walls intact in perpetuity. Records are unclear as to when the road was laid out, but it certainly pre-dates the Cartland Farm, which was established in 1737. Some evidence suggests the road was first laid out in the late 1600's, shortly after the establishment of the main way between Durham and this location.

The earliest resident of Cartland Road was Robert Thompson, who built a sawmill on the Little River just above the Cartland Road bridge sometime before 1733. Remains of the mill can still be seen there, and the 6.6 acre site, located on the northern shore of the river, is now owned by the Town of Lee. Public access is allowed; however, please respect abutting private properties, and please take nothing but pictures and leave nothing but footprints!

Mr. Thompson also built his house near the mill, but later had it moved to its present location at the top of the hill. In the days of the sawmill, the impounded waters behind his dam backed up as far as the current Route 125, and the current Thompson Mill Road was known as Mill Pond Road. Mr. Thompson was an influential person in commercial and political circles in town, and he served as the Chairman of the first Board of Selectmen when Lee was separated from Durham in 1766. In the era of the sawmill, there were numerous other homes and two other mills in the area. Moses Dame tended Lee's first tavern out of one of the homes, beginning in 1775, and it is said that much of the Town's business was accomplished here before the development of the Town Center on Lee Hill.

Current-day travelers might be impressed by the pastoral, unhurried feeling that one experiences relative to the traffic of other Town roads, but in the earlier days of our Town, this was the main north/south corridor through the area. Imagine a cart-full of lumber being fetched over Pelatiah's Hill (the now-paved portion of Cartland Road at the north end), being pulled by a team of oxen! The hill's name comes from a son of Robert Thompson's, who lived in the house at the top of the hill during the period of 1765-1843.

Joseph Cartland obtained the first twenty-five acres of his farm further south by working for another farmer in the area for six months in 1737. He built the first portion of the current farmhouse in 1745, and promptly brought his new bride to the farm. This was the beginning of the Cartland legacy in Lee that has continued for over 250 years, with the exception of one 12-year gap.

Over the many generations, all of the Cartlands were deeply involved in religious, social and political activities of one sort or another. During the time of Joseph's grandson, Jonathan, the house was frequented by many distinguished visitors, including Frederick Douglas the famous fugitive slave, and John Greenleaf Whittier, the famous poet from Haverhill, Massachusetts. The Cartlands took an anti-slavery position, and offered their home as a stop on the Underground Railroad, the system responsible for freeing many slaves by removing them from their masters and whisking them northward to Canada. In 2007, the National Park Service evaluated the evidence regarding the history of the Cartland House and determined that it made a significant contribution to the understanding of the Underground Railroad in American History and it met the requirements for inclusion in the National Underground Railroad Network to Freedom. The Park Service designated it a "quiet site" as it is not open to the public.

The Cartlands were Quakers, and were influential in establishing a local meetinghouse, first on Wadley's Falls Road, which was later moved to its present location on Cartland Road, across from the family home. During that time there were many other Lee residents who were members of the Friends Society, and the existence of the local meetinghouse eliminated regular trips to the larger congregation in Dover.

By the mid-eighteen hundreds the numbers of Quakers were dropping off, and meetings ceased. In 1847 Moses Cartland organized the Walnut Grove School in the old Meeting House, and this school was soon rated as one of the best academies in the state. The school was in existence for about fifteen years, and drew students from as far away as Ohio.

Here are some questions concerning little-known facts about Cartland Road, which if answered correctly will identify you as a long-time resident of the Town of Lee. Answers are given below, for those of you who wish to begin your journey to full residency at this time!

Question: Where is Malfunction Junction and how did it receive its name?

Answer: Malfunction Junction is at the beginning of Cartland Road, where it meets up with Lee Hill Road and Thompson Mill Road. Now who can tell me how it got its name?

Question: Where was the last cougar shot in New Hampshire, and who killed it?

Answer: A bounty was once offered for killing Eastern Cougars in New Hampshire, because of their interference with farming and livestock. The last cougar killed in New Hampshire was taken in 1853, on the Cartland Farm, by a hunter from nearby Newmarket.

Question: Where is Taterbug Corner, and how did it get its name?

Answer: Taterbug Corner is at the southerly end of Cartland road, where it meets up with Fox Garrison Road. It got its name in the days when the intersection was surrounded by potato fields.

Websites of Interest:

1. Woodman Institute Museum, Dover, NH, where a display of stuffed wild animals includes the cougar shot on the Cartland Farm - <http://woodmaninstitutemuseum.org>

Heritage Site #4 – The Lee Hook

Lee Hook refers to the peculiar course of the Lamprey River, beginning below Wadley's Falls, and continuing on a large horseshoe-shaped course through the southeastern portion of Lee for nearly five miles before exiting into Durham above Wiswall Falls. There are around 1600 acres of land within the Hook, and within the borders of the Town of Lee. The original farms in this area were established in the first half of the 1700's through grants declared by the Town of Durham, years before Lee was to become a town on its own. In his 1916 recount of the history of Lee, noted historian John Scales proclaimed that the Lee Hook contained "some of the finest farms in Strafford County". He also had high praise for the men who ran these farms, and proclaimed of one particular farmer, that he had improved the land "to such an extent that he raises two spears of grass in his fields where formerly grew only one!"

To this day, agriculture continues to be the principal industry in Lee, and the quest for excellence continues on the farms of Lee Hook. Most visible on a drive along Lee Hook Road are the Ath-Mor Holstein Dairy (about three quarters of a mile south of this marker), known for its high-yield milking operation, and the Hollister Family Farm (within sight of this marker), which produces organic vegetables, along with hay, cut flowers, eggs and honey. Also of particular interest is the University of New Hampshire's Organic Research Farm at the Burley-Demeritt and Bartlett-Dudley properties (within sight of this marker). This facility, the first of its kind in the United States to be operated by a land-grant college, was opened in 2006.

Today, there are over eighty farms in Lee. Additional information on some of them can be found on the following websites:

<http://www.colsa.unh.edu/aes/odrf/>

<http://www.nhcommaze.com/>

<http://www.flaghill.com/about/>

<http://www.velvetpastures.com/home.html>

<http://www.dermeritthillfarm.com/>

<http://www.newhampshirefarms.net/farm-profiles/strafford-county/tuckaway-farm-lee-nh.html>

<http://www.wildmillergardens.com/>

<http://www.bluebellgreenhouse.com/>

<http://www.mistymeadows.org/>

<http://hicolornutfarm.com/Cheese.html>

<http://finegarden.com/>

<http://www.facebook.com/pinewoodsyankeefarm>

<http://www.facebook.com/thehollisterfamilyfarm#!/thehollisterfamilyfarm?sk+info>
<http://www.countryfolks.cim/ME2/Audiences/dirmod.asp?sid+&nm+Features&type+Publishing&mod+Publications%3A%3AArticle&mid+8F3A7027421841978F18BE895F87F791&id+9FAF0840E020456D840D4715369990B2&tier+4>

<http://www.walnutgrovefences.com/>

For information on farms not listed here, try contacting the Lee Agricultural Commission at http://www.leenh.org/Pages/LeeNH_BComm/Agricultural/index.

Through its Master Planning process, the Town of Lee has determined that there is a strong desire among residents to maintain Lee's significant farming heritage. Accordingly, many steps are being taken to encourage preservation of farmland, and the farmscapes such those found in this area of Lee Hook. This is being done through promotion of partnerships for bringing farm products to local markets, encouragement and assistance with obtaining conservation easements on large parcels of farmland, and offering tax abatement easements for preservation of barns. Since 1980, the Town of Lee has been instrumental in acquiring over forty conservation easements, with additional easements being added each year. For more information on the process of preparing a conservation easement, please contact our Community Planning Coordinator at tuckawavfarm@earthlink.net.

ADDITIONAL READING:

1. The History of the Jeremiah Smith Grange, 2011, Donna F. Eisenhard, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Map of Lee Town Lands

http://www.leenh.org/Pages/LeeNH_LPAdmin/Maps/MagicMap_8.5x11.pdf

2. Lee Farmer's Market

http://www.leenh.org/Pages/LeeNH_BComm/Agriculture/farmersmarket

Heritage Site #5 – Lee Town Center

Looking around the vicinity of this sign, it is hard to believe that this area was once a thriving commercial center, as well as the seat of town government and social activities. In simpler days-gone-by, there were at one time or another, several taverns, a blacksmith shop, stables, a stagecoach stop, a feed store, a general store and a doctor's office.

When the town was set apart from Durham in 1766, there was virtually nothing to the Town Center except the five-way intersection that now forms our Town Common. The First Parish Meeting House, located at the intersection of Mast Road and Garrity Road, served both as a house of worship and a place for town meetings. Some time before 1804, it was moved to the current Town Center to better serve the growing needs of the town. It was taken down when the present Town Hall was built in 1846. As the Town grew and various new government services were introduced, additional structures were added at various locations in the Town Center. The Town Shed, located behind the Town Hall, was constructed in 18XX, and served as a shelter for hobos during the years that the railroad occupied the current right-of-way of New Hampshire Route 125. The library began life as the Center School in 1897, and was moved to its current location in 1962. The Town Hall Annex began life as a firehouse in 1950. Six years after Lee entered the Oyster River Cooperative School District, the new Mast Way School was completed in 1960. The current Public Safety Complex was added in 2005.

The present Lee Church was built as a chapel in 1861, and became the home of an organized Congregational Church in 1867. The building has been added to several times over the years, and the Parsonage was added in the 1870's. A Baptist church flourished on Lee Hook Road for about twenty years, before being renovated into the home of the Jeremiah Smith Grange in 1891.

While commercial activity has moved with changing modes of transportation, and is now focused around the Lee Traffic Circle, the functions of government and community remain steadfastly in place in the Lee Town Center.

ADDITIONAL READING:

1. Lee in Four Centuries, Ursula Baier, Editor, 1966, available at the Lee Town Offices for \$20.

2. The History of the Jeremiah Smith Grange, 2011, Donna F. Eisenhard, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Town of Lee website www.leenh.org

Heritage Site #6 – Wheelwright Pond

Prior to the European settlement in New Hampshire, there were many small bands of nomadic Indians living here who spoke the language of the Abenaki Indians to the north and east. The bands generally spent their winters in permanent villages in the interior regions, but ventured to the coastline for summer fishing and hunting expeditions. In Lee, Wadleigh Falls was the site of one seasonal camp for the Native Americans. Other nearby camps were at Dover Point and Lamperell First Falls (now Newmarket Village). The local native bands, although quite independent from one-another, had formed a mutual protection confederation with other bands throughout southern New Hampshire, eastern Massachusetts and extreme southern Maine. Collectively, these bands were known as the Pennacook Federation.

As settlers began to arrive and establish permanent colonies in Portsmouth, Dover and Exeter during the 1620's, one Pennacook Chief, Passaconaway, urged members of his federation to welcome the new inhabitants. He felt that they could provide additional protection from warring Mohawks of western Massachusetts and Abenaki of eastern Maine. Over the next fifty years, however, the Indians began to resent the growing influx of Europeans, as they quickly transformed hunting and fishing grounds to farms and mill sites., much to the exclusion of the Indians. The resentment was shared by other tribes along the entire New England frontier. In 1676 the resentment became too much for the Wampanoag, famed for their attendance at the First Thanksgiving at Plymouth Colony, and they raided the Pilgrims, killing several and causing considerable mayhem. A two-year war, called King Phillip's War, ensued between the former allies. It unfortunately ended with the killing of the Wampanoag Chief, Metacom, and the display of his head on a pole at Plymouth Colony, where it stayed for the next twenty years!

News of this atrocity traveled throughout the frontier, and raids soon befell other English settlements throughout New England. Later, in Europe, war broke out between France and England, which resulted in additional challenges for the settlers. French settlers in Quebec became allies of the Indians, and they were all too willing to supply the Indians with arms and advice on a regular basis. Within ten year's time, the relationship between the English and the Indians had become quite tenuous, and colonial settlers had resorted to construction of garrisons for communal safety and carrying muskets while they tended their fields.

On the night of June 27, 1689, the Pennacook Indians attacked the settlement of Cocheco (now downtown Dover), destroying eight houses and garrisons, killing 23 settlers and carrying away another 29, reducing the local population by 25%. Its founder, Major Richard Walderen, was brutally tortured and murdered, as were other members of his family. As had been done to Chief Metacom in Plymouth, the Indians beheaded Major Walderen and mounted his skull on a pole. Responding to this, the authorities in Boston assigned additional soldiers to protect the settlement, but the misdeeds of Indians were quickly moving to other targets. In August of that same year, Indians raided the Oyster River Plantation (now Durham), and killed or took away eighteen persons.

On July 4, 1690, Indians raided a settlement that is now the Village of Newmarket, killing seven and taking a young boy prisoner. Two days later, when the news of this reached Dover, one hundred men, under the command of Captain Noah Wiswall and Captain John Floyd, were dispatched to scout for the perpetrators. Captain Wiswall and Floyd came across fresh

evidence of the Indians in the vicinity of Turtle Pond, within sight of this marker. History is a little foggy about what exactly ensued thereafter, but evidence suggests that there was a two-hour running battle through the forest along a path roughly approximating the course of Steppingstone Road, toward Wheelwright Pond, ending with the total exhaustion of both forces somewhere along the southeast shore of the pond. By the time the two sides disengaged, Captain Wiswall and fifteen others were killed. There was no account of the number of Indians killed.

Despite this carnage, there was little respite from the animosities between the two parties, and raids continued with regularity. The Oyster River Massacre of 1694 was particularly disturbing, as approximately 250 Abenaki Indians were led from Norridgewock, Maine by a French soldier, Claude-Sebastien de Villieu. Fourteen houses were burned, and 94 persons were killed or captured.

By then, leaders of the Massachusetts Bay Colony had determined that the Indian menace had to be stopped, and a bounty was offered for Indian scalps. A number of enterprising persons formed militia, and commenced raiding the Indian villages of the inland areas of New England. One of these Rangers, Captain John Lovewell of Dunstable, Massachusetts, was particularly effective in delivering the message to the Indians, though in the end it cost him his life. In 1725, he met up with a war party of approximately eighty Indians near the Piggwacket village that is now called Fryeburg, Maine. Though his own forces were severely depleted, they managed to kill the adversarial Chief Paugus, and an untold number of his warriors. This engagement was the last major confrontation between the Native Americans and the settlers, as the Piggwackets migrated out of the area. Like the Pennacook bands before them, some went west, to join with their former Mohawk enemies; however, a majority went to Saint Francis, Quebec. In either case, they were assimilated into their host tribes, so that today it is unlikely that there are any remaining purebred Pennacooks left!

To understand the totality of this historical purging of the Pennacooks from the New England frontier, one has only to review the latest U.S. Census for the Town of Lee. It determined that only 0.22 percent of the Lee population (about ten persons out of nearly 4500) identified themselves as Native Americans. There is no public record of which, if any of these ten, might be descendants of the peace-loving Pennacook Indians who once summered in Lee for so many generations!

ADDITIONAL READING:

1. The Scalp Hunters -Abenaki Ambush at Lovewell Pond -1725, Alfred E. Kayworth and Raymond G. Potvin, 2002, available from www.amazon.com.
2. The Story of Peter Little Bear, a Lamprey River Adventure, David Allan and Leslie Hamilton, available at the Lee Town Offices for \$20.

Websites of Interest:

1. Account of the Battle of Wheelwright Pond -
<http://www.archive.org/stream/historyoftownofd00stac#page/88/mode/2up>

2. History of the Cocheco Massacre - <http://www.dover.lib.nh.us/DoverHistory/cocheco.htm>

3. History of the Oyster River Massacre - <http://mikenh.worldpress.com/2009/12/01/marker-50-oyster-river-massacre/>

Heritage Site #7 – First Meeting House

Prior to 1766, the territory of Lee was a part of Durham; but as the population of this western region grew, there was great hardship for the new residents to travel, sometimes as far as eight miles, to the Durham meeting house at Oyster River First Falls, for worship, education and governance.

Thus, in the early years of the eighteenth century, a meeting house was built here, on the northeastern corner of the Old Mast Way and Garrity Road. In those early years, it is likely that worship services were presided over by visiting ministers, or local laypersons. Not long after the establishment of the meeting house, the land beside it was set aside as the first Town Cemetery.

On the evening of May 24, 1724 George Chesley was accompanying his fiancée, Elizabeth Burnham, home from a worship service at the meeting house, when they were attacked by Indians. George was immediately killed, but Elizabeth was able to retrace her route toward the meetinghouse at least part of the way before collapsing over a large rock, where she bled considerably. Someone found her and attended to her, however she died four days later of her wounds. Thereafter, residents of the area noticed that her bloodstains kept returning to the rock on which she had lain, despite the ravages of storms and seasons-passed. It is said that she was the first person to be buried in the new cemetery; unfortunately her burial site was not marked. Eventually, the locally prominent Thompson Family, whose family plot was directly adjacent to the Meeting House, honored her memory by bringing the “bloody rock” into their plot, and erecting a fitting memorial for her there. Both the memorial stone and the “bloody rock” can be seen by climbing the stairs located next to this sign.

By the time Lee acquired its first full-time minister in 1762, a new meeting house had been built on Lee Hill, in the area we now call “Lee Town Center”. Rev. Samuel Hutchins saw Lee through some very changing times, including the establishment of Lee as an incorporated town, and the American Declaration of Independence from Britain. He served here until 1797.

In early times, ministers were among the few with higher education, and as such, they were often called upon to double as teachers. This was the case in Durham at about the time of the incorporation of Lee, and at that time, one teacher served in one schoolhouse for the entire township. Can anyone wonder how many school-days were missed by youth living on farms or at mill-sites in the further reaches of Lee?

We have not uncovered any records of early schools in Lee directly after the incorporation in 1766; however Durham established a Mast Way School District in 1797. It may have been that the schoolhouse shown on an 1804/1805 map of Lee, being located on Mast Road, somewhat to the west of here, might actually have been a cooperative effort between the two towns. If this was the case, it would certainly have been the earliest attempt at establishing an Oyster River Cooperative School District between the two towns! In any case, the school was disassembled in 1835 and moved to Stepping Stones Road, and later yet it was moved to Lee Town Center to become a Christian Endeavor Hall, the Community Church Vestry and presently serves the Lee Church Congregational as its Library.

Heritage Site #8 – New Town Plains

The first permanent European settlers came to this area, landing at Dover Point, in 1623. They gained authority for their settlement through a grant by the Council of Plymouth (Massachusetts), which laid claim to all of New England under the authority of the King of England. The settlement became known as Dover, and the grant gave them control of all of the land that is now Dover, Durham, Lee, Madbury, Somersworth, Rollinsford, and portions of Newmarket and Newington.

As the Dover settlement prospered, colonists began to explore the inland area of the land granted them, in search of natural resources to utilize for their livelihood. In the general area surrounding this marker, they found vast numbers of high-quality white pines, some taller than 100 feet, that were ideal for making ship's masts. As was the custom in those times, these resources remained the property of the government, with the best of the mast trees reserved for the sole use of the British Navy. Others were cut under license for the use in the growing coastal shipbuilding trade on Dover Point.

To get these huge pines from this area to the waterfront, Lee's first mast road was cleared in 1663. The road began at this approximate location, and took the approximate course of Old Mill Road, New Town Plains Road and Cherry Lane in Lee, Cherry Lane, Town Hall Road, and Knox Marsh Road in Madbury, and Pudding Hill Road and Mast Road in Dover, eventually ending at a landing on the Belamy River, below the first falls. This road pre-dated Lee's second mast road, which still bears its historic name, laid out in 1694.

The abundance of natural resources in this area was so significant that others soon followed the mast harvesters in search of lumber for building homes and barns, and a sawmill was established on the Oyster River, a few hundred feet below the Old Mill Road Bridge, to the south of here. The remains of Patrick Jemison's mill are barely discernible today, but one can still see the mill foundation, and several of the spillway stones are still in place. Other large granite stones have been scattered downstream by the many floods that have followed over the succeeding two hundred-plus years since the mill was active.

As the land was cleared of trees, and Dover Point became a bustling commercial center, it was only natural for new settlers to move into this area to build farms. Over time, the area became distinguished from older portions of Dover when it earned the popular name "New Town", thus the name of the road just to the north of here. By 1766, when Lee was incorporated as a separate town, this area was completely developed as farmland, and it remained so through the mid-twentieth century.

Following World War II, the automobile was making a significant impact on America. Farms in this region had new competition from farms further west, where soils were richer and more productive, and their products could be trucked "back east" at surprisingly low costs. The development of the Interstate Highway System only served to hasten the demise of farming on the New Town Plains. But the very threat presented by this era of long-distance transportation was what led to the renewed interest in the natural resources of New Town Plains.

Responding to traffic congestion and safety concerns at the University of New Hampshire and

Downtown Durham, the Route 4 Bypass was constructed in the 1960's, and much of the sand and gravel for the project was mined from pits in this area. In the years following the completion of the bypass, many new residential subdivisions were built in the surrounding towns, and materials from these pits were used extensively for site development, local streets, septic systems and the like.

Eventually, however, the natural resources in the two pits you see at the site of this marker were completely exhausted, and further excavation would have threatened water quality in the Oyster River, which is located just a few hundred feet beyond the tree line on the far side of the pits. The Oyster River is a source of drinking water for the Town of Durham and the University of New Hampshire.

Recognizing the need to preserve the remaining resources, the voters of the Town of Lee approved warrant articles in 2006 and 2007 to purchase a total of ninety acres in the two pits lying between Old Mill Road and the Oyster River, and to work with the Natural Resource Conservation Service Wetland Reserve Program and the New Hampshire Department of Environmental Services to Reclaim the land for future generations. The reclamation project, now completed, included construction of vernal pools and erosion prevention sluices, placement of boulder perches, and general replanting of aquatic and upland plants that will attract wildlife of many different types over time.

Whether it be the towering pines that our ancestors first saw when they arrived on the New Town Plains, or the sand and gravel that allowed a more recent generation to build modern communities and transportation infrastructure we all enjoy today, or the clean drinking water we need to ensure the health of our next generation, New Town Plains has been a great source of natural resources for the area, and just as it was in 1623, there are once again white pines growing here for the common good of the people!

ADDITIONAL READING:

1. The Early Roads and Settlers of Lee, New Hampshire, Melvin E. Jenkins, available at the Lee Town Offices for \$20.
2. Colonial Era History of Dover, New Hampshire, John Scales, available from www.heritagebooks.com .



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

Office Use Only

Meeting Date: Sept 3, 2013

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/3/2013

Agenda Item Title: Sharon Taylor, Library Director – Library Program on October 23

Requested By: Sharon Taylor

Date: 9/3/2013

Contact Information: leelibrary@comcast.net

Presented By: Julie Glover, Town Administrator

Description: A presentation featuring Denis Hambucken (Lee resident) and his new book “American Soldier of WWI: D-Day;” request to sell book at Safety Complex. The book sells for \$12.00 - the proceeds (minus royalties) go to the Wright Museum of WWII in Wolfeboro, NH.

Financial Details: n/a

Legal Authority Lee Meeting Room Policy “No products, services or memberships may be advertised, solicited or sold. An exception may be made for fund raising activities of the Town or a recognized Friends group or for the sale of materials related to a program sponsored by the Town or a recognized Friends group.”

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to allow the sale of books, CD’s, and/or DVD’s related to programs sponsored by the Lee Public Library and/or Friends of the Library.

Julie's Amazon.com Today's Deals Gift Cards Sell Help

Shop by Department

Search Books denis hambucken

Go

Hello, Julie Your Account

Your Prime

0 Cart

Wish List

Books Advanced Search New Releases Best Sellers The New York Times® Best Sellers Children's Books Textbooks Sell Your Books Best Books of the Month

American Soldier of WWII: D-Day, A Visual Reference and over one million other books are available for Amazon Kindle. Learn more

American Soldier of WWII: D-Day, A Visual Reference [Paperback]

Denis Hambucken (Author)

List Price: \$12.95

Price: \$11.00 Prime

You Save \$1.95 (15%)

Pre-order Price Guarantee. Learn more.

This title has not yet been released.

You may pre-order it now and we will deliver it to you when it arrives. Ships from and sold by Amazon.com. Gift-wrap available.

Buy New \$11.00

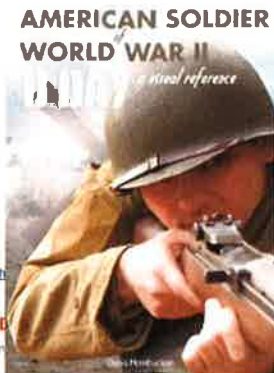
Quantity 1

or

Get it: Not yet released (Free Two-Day Shipping once released)

Ship to: Julie Glover-

This will be a gift



Get \$10 For Each Friend Who Joins Amazon Student

Offer ends 9/25/13 Learn more >

Formats	Amazon Price	New from	Used from
Kindle Edition	\$8.99	--	--
Paperback	\$11.00	\$11.00	--

Book ID

Publication: 978158157200X | ISBN-13: 978-1581572001 | Edition: 1

On June 6, 1944, 75,000 American men landed on the beaches of Normandy. The opening act in the liberation of Western Europe was the most ambitious military operation in history. This book provides an intimate look at soldiers' day-to-day experience through period equipment, weapons, and personal belongings.

American Soldier of World War II provides a detailed look at the lives, weapons, and equipment of the soldiers who fought in the European Theater through a collection of artifacts and exacting reproductions. While other books examine World War II from a political, tactical, or military perspective, this book focuses on the day-to-day life and the human experience of the American men who fought and often gave their lives to defeat fascism. Illustrated with full-color photographs and historical documents, engagingly written and thoroughly explained, this book is the perfect addition to children's and adults' library collections, school libraries, and the personal libraries of history buffs of all ages.

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- Pre-order Price Guarantee Order now and if the Amazon.com price decreases between your order time and the end of the day of the release date, you'll receive the lowest price. Here's how (restrictions apply)

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Soldier of the American Revolution: A Visual Reference Denis Hambucken

(5) Paperback \$9.86



Union Soldier of the American Civil War Denis Hambucken

(3) Paperback \$9.12



Confederate Soldier of the American Civil War Denis Hambucken

(3) Paperback \$9.12



Early American Country Furniture: 22 Denis Hambucken

(6) Paperback \$17.46

Editorial Reviews

About the Author

Denis Hambucken is an advertising and design professional who combines his passions for design, photography, and New England to write books about woodworking, crafts, and history. A native of Belgium, Hambucken now lives in New Hampshire.

Product Details

- Paperback: 104 pages
- Publisher: Countryman Press; 1 edition (September 2, 2013)
- Language: English
- ISBN-10: 158157200X
- ISBN-13: 978-1581572001
- Product Dimensions: 1 x 0.7 inches
- Shipping Weight: 12.6 ounces (View shipping rates and policies)
- Amazon Best Sellers Rank: #531,462 in Books (See Top 100 in Books)



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

Office Use Only

Meeting Date: Sept 3, 2013

Agenda Item No. 7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/3/2013

Agenda Item Title: Roger Rice, Transfer Station Manager – Revised Staffing Schedule

Requested By: Roger Rice

Date: 8/19/2013

Contact Information: rrice@leenh.org

Presented By: Roger Rice

Description: Continued review and discussion on proposed staffing schedule for the Transfer Station, limiting hours worked per employee to ten per day

Financial Details: n/a

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve the Transfer Station staffing schedule as presented, which restricts employees from working more than ten hours per day and requires full-time employees to work at least five hours on a day that the Transfer Station is not open to the public.



TOWN OF LEE
Office of the Selectmen
7 Mast Road
Lee, New Hampshire 03861
(603) 659-5414

August 30, 2013

Cynthia Masters
SPI Industries Inc.
RR #2
PO Box 100
Shallow Lake, ON N0H 2K0
Canada

Dear Ms. Masters:

The Town of Lee Recreation Commission purchased several sections of SPI's Starglide Slide in June 2011 (see attached Invoice No. 697769.) The sections were installed on a hillside (see attached photo).

You were advised by our Highway Supervisor, Randy Stevens in March 2013 of defects that appeared in these sections that have rendered the slide unusable and a liability, according to our Insurance carrier (see attached letter from Property-Liability Trust); therefore the slide has been removed.

It is our belief that the defects were caused by a manufacturing problem and that SPI Industries should reimburse the Town of Lee the amount of \$3,651.60, which represents the full cost of the Starglide Slide.

Please contact the Town Administrator, Julie Glover if you have any questions.

Sincerely,

Lee Board of Selectmen

Encl.

SPI Industries Inc.

R.R. #2
 O. Box 100
 HOLLOW LAKE ON N0H 2K0
 Phone: (519) 935-2211 Ext. Fax: (519) 935-2174
 spioffice@spioplastics.com
 www.spioplastics.com




INVOICE

DATE June 30, 2011
 NUMBER 0000697769
 CUSTOMER NO. CAS002

BILL TO:
 Billable Sale (\$US)
 SENT TO US

SHIP TO: RECREATION COMM
 LEE RECREATION COMMISSION
 TOWN OF LEE NH
 7 MAST ROAD
 LEE NH 03861
 United States

(603) 498-1060 Ext.

P.O. NUMBER		F.O.B.		SALESPERSON	ORDER DATE	ORDER NUMBER
STEVE GREEN		JUN 23 S		LN AR	30-Jun-11	0000035452
SHIP VIA				TERMS		
CRALER PPD				Net 30		
PART NUMBER	DESCRIPTION	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE		
UNASSEMBLED PLAYGROUND COMPONENTS						
ENTRANCE,KG	STARGLIDE ENTRANCE KENTUCKY GREEN	1	287.40000	287.40		
SG,STR,DOUBLE,KG	STARGLIDE DOUBLE STR. SECTION KENT GREEN	12	195.00000	2,340.00		
SG,EXIT,KG	STARGLIDE EXIT KENTUCKY GREEN	1	264.00000	264.00		
SG,HARDWARE,4.5	7/16 HARDWARE SET WITH 4 1/2" BOLT (5 SETS OF 6 PCS)	5	12.60000	63.00		
SG,HARDWARE,5	7/16 HARDWARE SET WITH 5" BOLT (5 SETS OF 6 PCS)	12	12.60000	151.20		
PREASSEMBLY	PREASSEMBLY - PLAYGROUND COMPONENTS	13	42.00000	546.00		
ASSEMBLE, MARK & DISASSEMBLE FOR CUSTOMER TO ASSEMBLE ON SITE						
PALLET,SP	SPECIAL SIZE PALLET - 12' X 6'	2	100.00000	200.00		
5TRS,DKR	5' DECK DUO-GLIDE SLIDE DEEP RED	1	645.00000	645.00		
3TRS,OLD,TA	3' DECK TRIPLE RAIL TAN OLD	1	228.00000	228.00		
3DWFS,BS	3' DECK D.W.F.S. BUTTERSCOTCH	3	169.80000	509.40		
6DWWS,2002,KG	2002 6' WAVE D.W.W.S. KENTUCKY GREEN	2	349.20000	698.40		
FRC,SBB	FREDROCK CLIMBER SILVER BLUE W/BLACK	1	284.40000	284.40		
RA,WH,N/B,DKR	WILLY THE WHALE WITHOUT BASE DEEP RED	1	117.00000	117.00		
RA,FR,N/B,SG	FROG ANIMAL WITHOUT BASE SPRING GREEN	1	130.20000	130.20		
RA,SPRING	SPRING FOR RIDING ANIMALS	2	152.40000	304.80		
						CONTINUED

GST/HST #100737717
 QST #1022521159



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.

A handwritten signature in black ink, appearing to read "Kevin Flanagan".

Kevin Flanagan
Risk Management Advisor
Property-Liability Trust

Julie Glover

From: Cynthia Masters <cmasters@spiplastics.com>
Sent: Monday, April 08, 2013 12:50 PM
To: 'Randy Stevens'
Cc: 'Julie Glover'; Rob Walker
Subject: RE: slide pictures Town of Lee NH

No we have NEVER seen this happen...

Most slides are installed with appropriate supports - our only thought is the slide laying directly on the ground all winter will cause the plastic to heave...this is a first!

From: Randy Stevens [<mailto:rstevens@leenh.org>]
Sent: Wednesday, March 27, 2013 3:37 PM
To: cmasters@spiplastics.com
Cc: Julie Glover
Subject: slide pictures Town of Lee NH

Hi Cindy,

Per our conversation on the 18th of this month I have attached two pictures of the long slide purchased by the Town of Lee from your company (Inv. # 697769). As you can see if a child is brave enough to take a ride on this slide they are going to have one rough ride. I should mention that the slide faces directly south and therefore gets quite a dose of sun. Is there any hope for this slide? Would it smooth out if properly supported? Thanks in advance for any help or suggestions you could provide. As I mentioned in our conversation all we have is the plastic; no directions, supports, or saddles.

I will send pictures of the several shorter slides not installed yet in a separate E-mail in hopes that you can come up with what is needed for supports for those slides.

Thanks again for trying to help us resolve this situation.

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

Julie Glover

From: Cynthia Masters <cmasters@spiplastics.com>
Sent: Monday, April 08, 2013 12:21 PM
To: 'Randy Stevens'
Cc: townadministrator@leenh.org; 'Rob Walker'
Subject: RE: slide pictures Town of Lee NH

Hi Randy,

We reviewed the images of the sectional slide. We really don't have a solution for you. Perhaps when the weather changes the heaving in the slide will go away??? Hard to know.

I'm not sure what we can do for you????

Cynthia

-----Original Message-----

From: Randy Stevens [<mailto:rstevens@leenh.org>]
Sent: Wednesday, March 27, 2013 4:13 PM
To: 'Cynthia Masters'
Cc: townadministrator@leenh.org; 'Rob Walker'
Subject: RE: slide pictures Town of Lee NH

Thanks for your quick response! Attached are four photos of the shorter slides that the Town purchased. Thanks again.

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

-----Original Message-----

From: Cynthia Masters [<mailto:cmasters@spiplastics.com>]
Sent: Wednesday, March 27, 2013 3:43 PM
To: rstevens@leenh.org
Cc: townadministrator@leenh.org; Rob Walker
Subject: FW: slide pictures Town of Lee NH

Hi Rob,

Please work with Randy to review their concerns and help them find a solution.

Kindest regards,
Cynthia

From: Randy Stevens [<mailto:rstevens@leenh.org>]
Sent: Wednesday, March 27, 2013 3:37 PM
To: cmasters@spiplastics.com

Cc: Julie Glover

Subject: slide pictures Town of Lee NH

Hi Cindy,

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Thanks again for trying to help us resolve this situation.

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

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Meeting Date: Sept 3, 2013

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/3/2013

Agenda Item Title: Town Administrator - Seed/Sod Bid Results for Little River Park

Requested By: Julie Glover

Date: 9/3/2013

Contact Information: townadministrator@leenh.org

Presented By: Julie Glover

Description: Bids were solicited for both seeding and sodding of LRP Multi-Purpose field (Bids due Sept. 3rd 2:00 p.m.) There are advantages and disadvantages to both – seed is less expensive, but it may be too late in the season for grass to be established before winter and it could be a year or more before field can be used for organized sports; sod is much more expensive, roots may not establish as well as seed; field will be ready for use within weeks.

Financial Details: Budgeted estimate for seed \$3,100. Current balance in WA 8 account is \$48,278.00. Estimated size of field is +/- 85,000 sf.

Legal Authority WA 8 2013 – Multi-Purpose Field

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the bid from _____ to furnish and install seed/sod for the Multi-Purpose fields at Little River Park at a cost of \$ _____/sf

Town of Lee
WA #8 Grass Fields at LRP
July 1 through August 30, 2013

Type	Date	Num	Name	Memo	Split	Amount
5000 · Off Budget Expenditures						
4909 · Other Capital Improvements						
FY 14 WA #8 Grass Field LRP						
Bill	07/01/2013	LRP	Precision Grading Co.		2020 · Accoun...	3,824.00
Bill	07/03/2013	LRP	Hillside Landscapin...	Contract with...	2020 · Accoun...	11,230.00
Bill	08/02/2013	803	Farwell Engineering...	Town of Lee	2020 · Accoun...	2,200.00
Bill	08/16/2013	M-131102	Allegro Lawn	Town of Lee	2020 · Accoun...	5,100.00
Bill	08/16/2013	M-131128	Allegro Lawn	Town of Lee	2020 · Accoun...	3,600.00
Bill	08/16/2013	M131002	Allegro Lawn	Town of Lee	2020 · Accoun...	4,200.00
Bill	08/16/2013	135630	Foster's Daily Dem...	Town of Lee	2020 · Accoun...	80.50
Bill	08/30/2013	34	Oyster River Constr...	Town of Lee	2020 · Accoun...	1,487.50
Total FY 14 WA #8 Grass Field LRP						31,722.00
Total 4909 · Other Capital Improvements						31,722.00
Total 5000 · Off Budget Expenditures						31,722.00
TOTAL						31,722.00

Little River Park
 Natural Grass Playing Field
 Estimated Costs

LRP Multi-Purpose Field Cost Estimate

	Sod	Seed
100,000 sf		
6" loam 1600 cy \$21/cy	\$35,000	\$35,000
Laser grader	\$6,000	\$6,000
Harley Rake	\$3,800	\$3,800
Bulldozer (spread loam)	\$20,000	\$20,000
	\$64,800	\$64,800
Materials	\$35,000	\$3,100 includes soil amendment
	\$99,800	\$67,900
Irrigation	\$12,000	\$12,000
	\$111,800	\$79,900
	Sod is 100% bluegrass	Seed price based on 10 lbs/1000sf

**Little River Park
Seed & Sod
Invitation to Bid
Sept. 3, 2013**

Hillside Landscaping
89 Gile Rd
Nottingham, NH
679-3441

hillsideLandscaping@comcast.net

Make a Difference Landscaping
295 Wadleigh Falls Rd,
Newmarket, NH 03857
866-6993

makeadifferencelandscaping@yahoo.com

LandCare Associates Inc.
Jamie Dyer
282 Knox Marsh Rd
Madbury, NH
603-743-3559

mat.div@landscareassociates.com

Down East Turf Farms
P.O. Box 763
Kennebunk, ME 04043
[Tel: 800-634-0090](tel:800-634-0090)
[Fax: 207-985-0111](tel:207-985-0111)
[Email: grass@downeastturf.com](mailto:grass@downeastturf.com)

Tuckahoe Turf Farms
21 University Road, Box 190
Canton, MA 02021-0190
[Tel: 800-556-6985](tel:800-556-6985)
[Fax: 781-828-4254](tel:781-828-4254)
[Email: rcbturf@aol.com](mailto:rcbturf@aol.com)

Green Thumb Farms
P.O. Box 147
123 West Fryeburg Rd
Fryeburg, ME 04037-0147
[Tel: 1-207-935-3341](tel:1-207-935-3341)
[Fax 1-207-935-3318](tel:1-207-935-3318)
[e- mail: mark@greenthumbfarms.com](mailto:mark@greenthumbfarms.com)

Salmon Falls Nursery & Landscapin Pawtuckaway Nursery
511 Portland Street
Berwick, ME 03901
p-207-384-5540

john@salmonfallsnursery.com

**301 Calef Hwy
Lee, NH 03861
(603) 659-8085**

pawtuckaway@pawtuckawaynursery.com

Cameron's
16 Flagstone Ave.
Farmington, NH, 03835
603-755-2124

daringuyer@cameronsh.com

Town of Lee
Invitation to Bid

Sealed bids, plainly marked, *Seed & Sod - LRP* on the outside of the envelope and addressed to the Town Administrator, Town Hall, 7 Mast Road, Lee, New Hampshire, 03861, will be accepted until **2:00 p.m. on Sept. 3 ,2013** at which time and place the bids will be publicly opened and read loud.

The work shall consist of: *Furnish Seed or Sod for the Multi-Purpose Field at Little River Park, approx. 85,000 sf*

Specifications and bid proposal forms may be obtained at Town Hall at the above address or from the Town website www.leenh.org. Questions may be directed to **Julie Glover, Town Administrator, 603-659-5414 or townadministrator@leenh.org**

The Town of Lee reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the Town.

**SCOPE OF WORK
and
GENERAL REQUIREMENTS**

The Town has an area in Little River Park designated for a multi-purpose field and desires either seed or sod, depending on cost and other factors (such as speed of turf establishment). Bidders must submit a cost for either seed, sod or both. The field is approximately 85,000 sf.

The successful vendor shall be expected to work closely with the Highway Department Supervisor and Irrigation System Installer regarding proper soil composition, scheduling etc. so as to guarantee the best end result for the completed field.

CONTROL OF WORK

1. AUTHORITY OF HIGHWAY SUPERVISOR

(a) All work shall be done under supervision of the Highway Supervisor and to his/her satisfaction. The Highway Supervisor and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Highway Supervisor and/or authorized designee will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, and fences, all underground structures such as pipes and conduits, within or outside of the immediate project area.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials under the contract in a complete and acceptable manner. Payment to the contractor will be made only for actual material provided and accepted in accordance with the contract. Any quantity of materials to be furnished may be increased, decreased as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of material not ultimately purchased will be allowed due to such increase or decrease.

INSTRUCTIONS TO VENDORS

Preparation of Proposal

a) The vendor shall submit its bid upon the forms furnished by the Town. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the vendor on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the vendor, also with ink.

b) The vendor's bid must be signed with ink by the individual; or by one or more officers if a corporation, by one or more members of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown; by a corporation or LLC, the name of the corporation or LLC and its business address must be shown, together with the name of the state in which it is incorporated.

c) Bids will be considered nonconforming and may be rejected in the Town's sole discretion for any of the following reasons: If the proposal is on a form other than that furnished by the Town; if there are unauthorized additions, conditional or altered proposals, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning; if the vendor adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or

Delivery of Bids

When sent by mail, the sealed proposal shall be addressed to the Town at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for receipt of the proposals will **not** be accepted.

Withdrawal of Bids

A vendor will be permitted to withdraw his or her bid unopened after it has been submitted if the Town receives a request for withdrawal in writing prior to the time specified for opening the bids.

Public Opening of Bids

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Vendors, their authorized agents, and other interested parties are invited to be present.

Consideration of Bids

After the Bids are opened and read, they will be compared on the basis of the total price and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those in written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit prices, the latter shall govern.

Award of Bid

Within 30 calendar days after the opening of bids the award will be made to the lowest responsible and qualified vendor whose bid complies with all the requirements prescribed. The successful vendor will be notified, in writing, that his bid has been accepted.

Responsible and qualified vendor – one who has the capability in all respects to perform fully the bid requirements, and the integrity and reliability which will assure good faith performance and whose bid conforms in all material respects to the Invitation to Bid. The goal is to achieve the “best overall value” for the Town, which may include, but not be limited to: Price, Quality, Material Availability and scheduled completion time. If other factors are present which would materially affect the contractor's ability to perform contractual responsibilities, including but not limited to poor performance on previous contracts in any Town, state or on federal projects, the vendor will be considered not-qualified.

Reservation of Rights

The Town reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids, if, in the sole discretion of the Town, the best interest of the Town of Lee will be promoted thereby. The Town further reserves the right to modify the scope of work in the event that bids exceed budgeted amounts. The Town reserves the right to cancel the award of any contract at any time.

Insurance

The successful vendor is required to provide proof of insurance in accordance with the attached requirements.

BID FORM

TOWN OF LEE, N.H.

Seed/Sod – Little River Park

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Vendor, herein referred to as singular and masculine declares as follows:

1. All interested in the bid as Principals are named herein.
2. This Bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The vendor has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the vendor has carefully read and examined the Invitation to Bid, Specifications and other Documents therein referred to and knows and understands the terms and provisions thereof;
5. The vendor understands that the quantities of work calculated in the Bid or indicated in the Specifications or other Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Town. Any such changes will not result in, or be justification for, any penalty or increase in contract prices; and agrees that, if the Bid is accepted, the vendor will contract with the Owner, as provided in these Documents, this Bid Form being part of said Documents, and that the vendor will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required in the manner therein set forth, and that the vendor will take in full payment therefore the following item prices, to wit:

I, the undersigned, propose to furnish seed or sod in accordance with this Invitation to Bid, inclusive of all ground prep, fertilizer, delivery costs, etc. for the following:

OPTION A – Seed

Price per square foot: \$ _____
Price in Figures

Price in Words

OPTION B - Sod

Price per square foot: \$ _____
Price in Figures

Price in Words

BID FORM

TOWN OF LEE, N.H.

Seed & Sod – Little River Park

Date _____

Company Name: _____

Print Name: _____ Title: _____

Signature

Business Address: _____

Town, State, Zip Code: _____

Telephone: _____

Email: _____

The Vendor has received and acknowledged Addenda No. __ through __

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Vendor's name and address and the Project name as it appears at the top of the Bid Form.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Lee, New Hampshire as named Additional Insured.

1) The contractor's insurance shall be primary in the event of a loss.

2) Town of Lee shall also be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee
Attn: Town Administrator
7 Mast Rd
Lee, NH 03861

TECHNICAL SPECIFICATIONS
SECTION 02920

LAWNS AND GRASSES

1.1 SUMMARY

This Section includes furnishing all labor, equipment, and materials and performing all operations in connection with the application of fertilizer, lime, seed and/or sod, and maintenance and protection of lawns and grasses in accordance with the Drawings and Specifications and as directed by the Highway Supervisor.

1.2 SUBMITTALS

- A. Submit samples of all materials requested by the Highway Supervisor.
- B. Submit certificates of compliance with these Specifications. Analyses shall be certified by the manufacturer, dealer or testing laboratory, whichever is appropriate.
- C. Submit manufacturer's literature and data.

1.3 QUALITY ASSURANCE

- A. The Highway Supervisor reserves the right to test and reject any material not meeting these Specifications by utilizing tests in accordance with methods adopted by the Association of Official Agricultural Chemists. Costs for these tests shall be paid by the Contractor.
- B. For the duration of the guarantee period, the Contractor shall insure that the soil remains free from erosion and that the grass cover remains in good condition. In addition, for the duration of the guarantee period, the Contractor shall maintain the slopes and grass cover at the Contractor's own expense when notified by the Highway Supervisor to do so. All repair work shall be done to the satisfaction of the Highway Supervisor.

PART 2 - PRODUCTS

A. Commercial Fertilizer:

- 1. Fertilizer shall be complete fertilizer and shall be a standard product complying with state and federal fertilizer laws.
- 2. Fertilizer specifications are a baseline for bidding and shall be modified as required by findings of loam test results (APPENDIX A).
 - a. Starter Fertilizer shall be a urea form of slow release nitrogen and shall be a composition of 18-24-12. It shall include a minimum of 1.5 % magnesium, complemented with sulfur by weight of ingredients.
 - b. Turf fertilizer shall be a synthetic derived fertilizer and contain not less than 20 % nitrogen, 3 percent phosphorus and 12 percent potassium by weight of ingredients.
- 3. Fertilizer shall be delivered to the site in the original unopened containers which shall bear the manufacturer's name and guaranteed statement of analysis.

B. Ground Limestone:

- 1. Ground limestone shall contain not less than 95 percent total carbonates and shall be ground to such fineness that 50 percent will pass through a 100 mesh sieve and 90 percent will pass through a 20 mesh sieve. Coarser material will be accepted provided the specified rates of application are increased proportionately on the basis of quantities passing the 100 mesh sieve.
- 2. Ground limestone shall be delivered to the site in the original unopened containers which shall bear the manufacturer's name and guaranteed statement of analysis.

C. Seed – **OPTION A**

1. All seed shall be fresh, clean, free from noxious weed seeds and re-cleaned Grade 'A' recent crop seed and treated with appropriate fungicide.
2. All seed mixtures shall be purchased from a recognized distributor and shall be mixed by the distributor or producer. Seed mixtures shall be delivered in original sealed packages bearing the producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material. Seed shall be labeled in conformance with the U.S. Department of Agricultural rules and regulations and applicable State seed laws.
3. Seed that has become wet, moldy, or damaged will not be acceptable.
4. Seed shall be composed of the following varieties mixed in the percentages indicated. Seed shall test to minimum percentages of purity and germination specified.

a. Multi-Purpose Field shall be seeded with the following seed mix:

Name of Grass Proportion By Weight

- NuBlue Kentucky Bluegrass 25%
- Beyond Kentucky Bluegrass 25%
- Rugby 2 Kentucky Bluegrass 25%
- Gator 3 Perennial Ryegrass 25%

b. Slope Seed Type 44 (per NHDOT Specifications)

Name of Grass Proportion By Pounds per Acre

- Creeping Red Fescue 35
- Perennial Ryegrass 30
- Redtop 5
- Alsike Clover 5
- Birdsfoot Trefoil 5

- c. All seed used shall meet the following minimum standards for germination and purity.
1. Purity: 95%
 2. Germination: 85%

B. Erosion Control Blanket:

1. Application: Erosion control blanket may be required as an additional measure to prevent erosion on slopes greater than 2:1 and in drainage swales.
2. The engineered biodegradable erosion fiber that comprises the erosion blanket shall be made from Great Lakes Aspen Excelsior with no weed seeds. The erosion blanket shall have a consistent mat appearance and be free of voids. The fiber shall be curled, interlocking fibers with barbed edges, with 80% of the excelsior fibers to be a minimum of 6" in length and .038" ± .010" wide by .018" ± .003" thick. The erosion blanket should weigh .73 lbs ± 10% per square yard. Water absorption shall be 250% ± 25%. The erosion control blanket shall meet ASTM D-6459. Erosion control blanket shall be Curlex Erosion Control Blanket as manufactured by American Excelsior Co., Arlington, Texas or approved equal.

C. Sod: **OPTION B**

1. Install the following sod blend or a comparable product (100% bluegrass blend), The Scotts Company "Dark Elite Sod Blend" on the Multi-Purpose field surface:

- Right Kentucky Bluegrass 30%
- Midnight Star Kentucky Bluegrass 30%
- Midnight 11 Kentucky Bluegrass 20%
- Courtyard Kentucky Bluegrass 20%

2. Turfgrass sod shall be of good quality, free of weeds, disease and insects and of good color and density.
3. Thickness of Cut: Turf shall be machine-cut at a minimum uniform soil thickness necessary for plant liability during the Harvest-Transport-Installation cycle.
4. Pad Size: Individual pieces of turfgrass sod shall be cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths shall be 5 percent.
5. Strength of Turfgrass Sod Sections: Standard size sections of turfgrass sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically from a firm grasp on the upper 10 percent of the section.

D. Water for turf establishment shall be provided by Owner. Water shall be suitable for irrigation and free from ingredients harmful to plant life. All temporary watering equipment required for the work shall be furnished by the Contractor. All permanent watering equipment required for the work shall be furnished by the Owner.

E. All materials shall be delivered to the site in original unopened packages, showing weight, manufacturer's name and guaranteed analysis. Materials shall be stored in such a manner that their effectiveness and usability will not be diminished or destroyed and shall be uniform in composition, dry, unfrozen and free flowing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All work shall be performed by workmen experienced in lawn installation under the fulltime supervision of a qualified foreman.

B. Work shall commence after the installation, testing and acceptance of the irrigation system.

C. Fertilizer/Soil Amendments:

1. Apply fertilizer and work thoroughly into the loam in two applications. The first application shall be Starter Fertilizer applied within one week prior to application of seed. The fertilizer shall be applied at the rate of 5 pounds per 1000 square feet or at the rate determined from soil test results. Fertilizer shall be applied in strict accordance with manufacturer instructions and recommendations. Fertilizer shall be applied by broadcasting or drop spreader methods and it shall be applied separately from the seed and mixed into the soil to a minimum depth of 2 inches. Water immediately after initial application of the fertilizer with a fine spray until ground is thoroughly saturated, with particular care to avoid runoff on sloping areas.

2. The second application of fertilizer shall be the Turf Fertilizer and it shall be applied two months after lawn establishment if the new lawn shows signs it requires feeding or be applied the following season within the specified warranty period at a rate determined from soil test results.

3. Apply ground limestone into the loam after it has been spread and graded at the rate of 50 pounds per 1000 square feet or at the rate determined from soil test results to achieve a pH of 6.0 to 6.5. Apply limestone at least seven (7) days prior to applying fertilizer. Apply with a drop or rotary spreader or other approved mechanical method. Incorporate into the top two (2) inches of the soil surface.

D. Seeding/Sod:

1. Seeding/Sod shall include soil preparation (raking, aerovating or aerating to prevent soil compaction and to loosen the soil rolling), weeding, watering and otherwise providing all labor and materials necessary to secure the establishment of acceptable turf.

2. The season for the seeding/sod shall be Fall (August 15 to October 1). The actual planting of seed/sod shall be completed only during periods within this season which are normal for such work as determined by weather conditions and by accepted practice.
3. After finish grading and just before seeding/sod, the areas shall be loosened to provide a rough, firm but finely pulverized bed. If soil is too loose or dry for good handling, it shall be moistened and rolled lightly. Seed/sod shall be applied to the conditioned seed bed not more than 48 hours after the ground has been prepared.
4. If there has been a time lapse between the placement of loam and seeding/sodding operations to allow it to become settled and compacted on the surface, the area to be planted shall be thoroughly harrowed and worked to a depth of 4 inches so as to provide a surface of such condition that it will allow hand raking and application of the seed/sod in compliance with these Specifications.
5. Seeding shall be sown at a rate of 10 pounds per 1000 square feet or as specified by the product manufacturer.
6. Seeding by mechanical means (Aerovater, slice seeding) is preferred; however, broadcasting may be permitted. Broadcast seeding shall not be used during windy or adverse weather conditions.
7. The applied seed, regardless of application, shall not be covered by a soil thickness greater than 1/4 inch.
8. The first row of turfgrass sod shall be laid in a straight line, with subsequent rows placed parallel to, and tightly against, each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the turf is not stretched or overlapped, and that all joints are butted tight in order to prevent voids, which would cause air-drying of the roots.
 - a. Ensure that there isn't a "lip" where the sod ends and where a transition to another surface begins.

3.2 MAINTENANCE

- A. Maintenance shall begin immediately after seed/sod is planted.
- B. Contractor shall be responsible for lawn maintenance including, weeding, fertilization, and replanting as necessary to establish a uniform, thick, well developed stand of the specified grass that may be occupied by the Owner for the intended use, as determined by the Highway Supervisor or Owner. All maintenance shall be completed at no additional cost to the Owner.
- C. After the grass has started, all areas and parts of areas which fail to show a uniform, thick, well developed stand of grass, for any reason whatsoever, shall be reseeded/sodded and such areas and parts of areas shall be reseeded/sodded repeatedly until all areas are covered with a satisfactory growth of grass as determined by the Highway Supervisor.

3.3 ACCEPTENCE

- A. Upon request by the Contractor, the Highway Supervisor will inspect all grass areas to determine completion of contract work. The field will become acceptable if it shows a uniform, thick well developed stand of grass that may be occupied by the Owner for the intended use. When acceptance is made in writing to the Contractor, the Contractor's responsibility for maintenance shall terminate as herein specified. Acceptance will be as determined by the Highway Supervisor.

SELECTMEN'S MEETING

September 3, 2013

CONSENT AGENDA ITEMS

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

SIGNATURES REQUIRED

- Joe Ford Estate Easement
- MS – 1 Extension Request

INFORMATION ONLY

- Comcast Franchise Agreement Renewal Letter
- NHDOT Rumble Strip Project Sept. 11th Public Meeting

THIS IS A TRANSFER OF TITLE
TO AN INSTRUMENTALITY OF
THE STATE OF NEW HAMPSHIRE
AND IS EXEMPT FROM THE
NEW HAMPSHIRE REAL ESTATE
TRANSFER TAX PURSUANT
TO RSA 78-B:2(I).

**CONFIRMATORY AND REPLACEMENT
CONSERVATION EASEMENT DEED**

WHEREAS Joseph P. Ford conveyed a Conservation Easement to the Town of Lee as Grantee and the Strafford Rivers Conservancy as Executory Interest Holder Deed dated June 18, 2008, recorded in the Strafford County Registry of Deeds at Book 3655, Page 392 (herein referred to as the Easement) with respect to a parcel of unimproved land (herein referred to as the "Property") situated on Garrity Road in the Towns of Lee and Durham, County of Strafford, State of New Hampshire;

WHEREAS Joseph P. Ford died on August 9, 2011, and title to the Property (subject to the Easement) is currently held by the Estate of Joseph P. Ford (herein referred to as the Estate), Strafford County Probate Court Docket # 319.2011.ET.00521, William Pearce, Executor;

WHEREAS under the terms of Article IV of the Will of Joseph P. Ford, the Property is bequeathed and devised to the Town of Lee "...as a wildlife sanctuary for the purpose of protecting in perpetuity the land, water, and wildlife resources of the Oyster River watershed in Lee and the surrounding communities";

WHEREAS the Estate of Joseph P. Ford, the Town of Lee and Strafford Rivers Conservancy desire to further enhance the management of the forest and farm resources of the Property subject to the Easement and consistent with Joseph Ford's management goals by improving and updating the forestry, agriculture and vegetative management provisions of the Conservation Easement Deed;

WHEREAS the Estate, the Town of Lee and Strafford Rivers Conservancy have determined that the public access to and uses of the Property could be better stewarded and managed and reflect Joseph Ford's intentions by consolidating and modifying the appropriate provisions of the Conservation Easement Deed;

WHEREAS the Conservation Easement Deed did not address the subject of pre-existing structures on the Property;

WHEREAS the Estate, Town of Lee, and Strafford Rivers Conservancy agree that the Easement will be strengthened by naming a Secondary Executory Interest Holder; and

WHEREAS the Estate, Grantee and Executory Interest Holder agree that the intentions of the Grantor could be better effectuated and enhanced by replacing the existing Conservation Easement Deed with a Confirmatory and Replacement Conservation Easement Deed, superseding the existing conservation easement deed, updating and adding to the provisions thereof;

NOW, THEREFORE, the Grantor ("Grantor" is defined below) hereby grants a Confirmatory and Replacement Conservation Easement with respect to the Property as follows:

I, William Pearce, Executor of the Estate of Joseph P. Ford, with a principal mailing address of P.O. Box 222, Jefferson, ME 04348, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the Town of Lee, a municipal corporation situated in the County of Strafford, State of New Hampshire, with a mailing address of 7 Mast Road, Town of Lee, State of New Hampshire, 03824, acting through its Conservation Commission pursuant to New Hampshire RSA 36-A:4 (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),,

and an Executory Interest to the STRAFFORD RIVERS CONSERVANCY, INC., a not-for-profit corporation duly organized and existing under the laws of the State of New Hampshire, with a mailing address of Post Office Box 623, Dover, New Hampshire 03821, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Executory Interest Holder", which shall, unless the context clearly indicates otherwise, include the Executory Interest Holder's successors and assigns),

and a Secondary Executory Interest to the AUDUBON SOCIETY OF NEW HAMPSHIRE, a not-for profit corporation duly organized and existing under the laws of the State of New Hampshire, with a mailing address of 84 Silk Farm Road, Concord, New Hampshire, 03301, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter

referred to as the “Secondary Interest Holder”, which shall unless the context clearly indicates otherwise, include the Secondary Interest Holder’s successors and assigns),

the Confirmatory and Replacement Conservation Easement (herein referred to as the “Easement”) hereinafter described with respect to that certain parcel of land (herein referred to as the “Property”) being unimproved land situated on Garrity Road in the Towns of Lee and Durham, County of Strafford, State of New Hampshire, consisting of approximately 71.12 acres and more particularly bounded and described in Appendix “A” attached hereto and made a part hereof.

Grantee acquires this Easement pursuant to NH RSA 477:45-47 and RSA 486-A:1-14.

I. PURPOSES

It is the purpose of this Easement to assure that the Property will be retained forever in its open space condition and to prevent any use of the Property that will impair or interfere with the following aspects of the Property worthy of conservation:

- A. Wildlife Habitat Protection. To preserve biological diversity and integrity, native flora and fauna, and the natural communities, habitats, and ecological processes which support them, as those values exist on the date of this Easement, and as they may evolve in the future and to maintain the Property in a state that is “forever wild” for the benefit of wildlife habitat and biodiversity; and
- B. Water Quality and Supply. The perpetual protection of the quality and sustainable yield of groundwater and surface water resources under and on the Property to:
 - 1. Safeguard present and future community drinking water supplies, including the stratified drift aquifer that underlies a portion of the Property, and the land area on the Property which contributes water to a community water source, including the approximately 1600 feet on both sides of the Oyster River, and to safeguard those conservation features of the Property which are dependent on water quality and quantity. The aquifer that underlies the Property and the Oyster River contribute to the community drinking water sources for the Town of Durham and the University of New Hampshire; and
 - 2. Safeguard the environmental values of the Property that are dependent on water quality and quantity.

This purpose yields a substantial public benefit and is consistent with the water supply protection goals stated in the Town of Lee’s Master Plan which states under the section entitled “Natural Resources, Conservation and Preservation, Groundwater Problems and Concerns” that “The use of the Durham well site has made protection of the groundwater in the northern aquifer area imperative.”; with the Town of Lee’s “Aquifer Conservation District Ordinance”, the stated purpose of which is “. . . to

protect the public health and general welfare by controlling and guiding the use of land areas for the protection and preservation of existing and potential ground water resources (known as aquifers) in the Town of Lee.”; and with the Town of Lee’s adopted “Shoreline Conservation District” which is identified as 100 feet from the shores of all rivers, the purpose being that “Clearing and development in the 100 foot area is prohibited. The intent is to protect the water quality, visual character, and the wildlife habitat of the shoreline areas.” This purpose is also consistent with NH RSA 485-C:1, the “Groundwater Protection Act”, which states, in part: “The natural quality of the groundwater resource shall be preserved and protected in order that groundwater may be used for drinking water supply. Ambient groundwater quality standards shall meet drinking water standards . . .”

This purpose is also consistent with NH RSA 481:1, which states, in part: “an adequate supply of water is indispensable to the health, welfare, and safety of the people of the State, and is essential to the ecological balance of the natural environment of the State and that the water resources of the State are subject to an ever-increasing demand for new and competing uses; that, therefore, the general court declares and determines that the waters of New Hampshire whether occurring above or below ground constitute a precious, finite and invaluable public resource which should be protected, conserved, and managed in the interest of present and future generations....,” and

- C. Open Space. The preservation and conservation of open spaces, particularly the 71 acres of productive land, and the wetlands and frontage on the Oyster River and on a tributary of the Oyster River. The above purposes are consistent with the clearly delineated open space conservation goal as stated in the Master Plan of the Town of Lee, "To Encourage land preservation techniques such as conservation easements, purchase of development rights, or donation of land to the Town.", and with NH RSA 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources.”; and
- D. Scenic Enjoyment. The scenic enjoyment of the general public, as viewed from the approximately 1190 feet of frontage along Garrity Road, a town maintained road, and the approximately 723 feet of frontage along NH Route 4, a well traveled state maintained road, including the enhancement and enlargement of the 79 acre town owned Maude Jones Memorial Forest which is located across Garrity Road from the Property.
- E. Historical Artifacts. The preservation and conservation of agricultural artifacts and structures that exist on the property (e.g., stone bridge abutments).

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation Report Joseph P. Ford Conservation Easement", updated on _____ and on file with the Grantee.

These purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

II. PROHIBITED USES AND ACTIVITIES

Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited. Grantor will not perform or give permission to or allow others to perform the following acts on the Property:

- A. Industrial, Commercial and Agricultural Activities. No industrial, commercial or agricultural activities shall be allowed on the Property, except as provided in Section III. B below.
- B. Subdivision. The Property shall not be subdivided or otherwise divided on the ground into separate ownerships and none of the individual tracts that together comprise the Property shall be conveyed separately from one another.
- C. Improvements. No structure or improvements, including, but not limited to, any portion of a residential septic system, billboard, tennis court, swimming pool, dock, aircraft landing strip, tower, wireless telecommunications facility, or mobile home shall be permanently or temporarily constructed, placed or introduced onto, above, or below ground on the Property. No new trails or roads shall be created or constructed on the Property. The existing gravel road, spring, water supply lines, barn and shed on the Property may be maintained, as specified in Section III below. Gates and fences may be placed as necessary to secure the property or bar access in accordance with Section III. E below.
- D. Land Surface Alterations. No removal, filling or other disturbances or erosion of the soil surface, above or below the water table, or any changes in topography, surface or subsurface water systems, wetlands, or wetland habitat shall be allowed, except as necessary in conjunction with permitted on-site activities approved by the Grantee and specified in Section III below.
- E. Resource Extraction. There shall be no mining, quarrying, excavation or extraction of ground or surface water or minerals such as rocks, gravel, sand, topsoil, or other similar materials except in conjunction with permitted on-site activities approved by the Grantee and as specified in Section III below. In no case may minerals be removed from the Property.

- F. Waste Disposal. There shall be no dumping, storage, injection, burning or burial of man-made materials, including, but not limited to, building demolition, construction debris, trash, tires, vehicle bodies or parts or similar materials, of materials known to be environmentally hazardous, or of municipal plowed snow.
- G. Storage Tanks. No underground or above ground tanks for the storage of gaseous or liquid petroleum products shall be installed, placed or allowed to remain on the Property.
- H. Hazardous Substances. No substances which constitute a hazard to public health or the environment shall be transported, used, stored, applied, or disposed of in any manner or to any extent on or under the Property.
- I. Impervious Surfaces. No buildings or creation of other impervious surfaces are permitted on the Property except in conjunction with on-site activities as permitted in Section III A to reconstruct a small pump-house (less than 25 square feet).
- J. Water Quality Degradation. Surface water quality and groundwater quality shall be preserved and in no event shall be polluted or degraded by activities on the Property so that the surface or groundwater quality on the Property violates water quality standards set for public drinking water by the New Hampshire Department of Environmental Services, or such agency with the statutory authority to regulate public water supplies at the time.
- K. Rare Species Harm. Activities shall not knowingly harm state or federally recognized rare, threatened or endangered species based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having statutory responsibility for the conservation of such species. Additionally, activities shall not knowingly harm Whip-poor-will or other species of concern.
- L. Forest Management. Native trees, shrubs, or other plants shall not be harvested, cut, or removed from the existing woodlands, except in accordance with Section III.B. The existing wooded portions of the Property shall be maintained in an essentially "forever wild" condition for the benefit of wildlife habitat and biodiversity. Timber harvesting, as such, shall not be allowed, except, however, that dead, diseased or damaged trees or those that may have otherwise been harmed as a consequence of natural events may be removed as may be reasonable and necessary in order to remove a hazard or prevent the spread of disease or insects.
- M. Outdoor Recreational Activities.
 - i. Within the existing wooded area of the Easement, the Grantor shall not grant permission for outdoor recreational activities, passive, motorized or otherwise, and shall post and/or bar access as necessary to prohibit outdoor recreational activities

including, but not limited to walking, wildlife nature observation, cross-country skiing, snowshoeing, hunting, trapping, camping, horseback riding, and all types of motorized and/or mechanized recreation such as snowmobiling and bike riding, including but not limited to cross-country bikes.

ii. Within the existing fields of the Easement, the Grantor shall not grant permission for and shall post and/or bar access as necessary to prohibit non-pedestrian, wheeled, mechanized or motorized outdoor recreational activities such as horseback riding snowmobiling, all-terrain vehicles and bike riding, and other types of outdoor recreation that may impact wildlife species including hunting, trapping, and camping, except in accordance with Section III.E below.

- N. Detrimental Uses. Notwithstanding the foregoing provisions with regard to specific prohibited uses and activities, but in addition thereto, no activity or use shall be initiated or maintained or allowed to be initiated or maintained which is detrimental or threatens to become detrimental to the conservation purposes of this Easement and the protection of the quality and quantity of the groundwater and surface water.
- O. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.

III. PERMITTED USES AND ACTIVITIES

- A. Water Rights. Property owner of abutting parcel now or formerly of Deborah Estaver reserves the right to use the natural spring and maintain, repair, and replace the existing pump-house, well tile and well cover located in close proximity to the intermittent stream which bi-sects the Property. Said property owner also reserves the right to use, maintain, repair, and replace the water lines leading from said spring to the single-family residence located on the abutting parcel now or formerly of Deborah Estaver. The Grantor shall provide the Grantee with thirty (30) days written notice prior to any land clearing, earth moving, alteration of terrain, or construction.
- B. Field Management. The Grantor shall have the right, but not the obligation, to manage the existing open field areas. Management of open field areas shall be limited to activities which are designed to enhance wildlife habitat, such as mowing of the fields and the planting of certain types of grasses, cover, or fruit-bearing shrubs and trees. Field management activities may be conducted on the Property only for the purposes of maintaining successional fields and enhancement of wildlife habitat and biodiversity and provided that field management activities shall promote the overall conservation of viable populations of native plant and animal species. Routine mowing on part of the fields, for hay production, is allowed to cover the cost of maintenance mowing of all other fields in accordance with the Field Management

Plan. Any field management shall be conducted in accordance with a Field Management Plan, which may be updated from time to time. Said management activities shall be performed in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension, by the U.S. Department of Agriculture's Natural Resources Conservation Service, or by other governmental natural resource conservation and management agencies then active. Said management plan shall be approved by the Grantee in advance of any management activities as described below.

- C. **Vegetation Management.** In connection with the Field Management and Forest Management, Grantor shall have the right, but not the obligation, to prevent the spread or to remove invasive species, and manage the woodlands as may be necessary to replicate or mimic natural processes that maintain the natural communities protected by this Easement and the rare species associated with them. Any vegetative management shall be performed in accordance with a written, coordinated management plan prepared by a licensed professional or qualified person approved in advance and in writing by the Grantee. Said management activities shall be performed in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension, by the U.S. Department of Agriculture's Natural Resources Conservation Service, or by other governmental natural resource conservation and management agencies then active. Said management plan shall be approved by the Grantee in advance of any management activities as described below. Notwithstanding paragraph II. H, the use of chemical herbicides and pesticides may be used, provided that it is not detrimental to the drinking water supply, surface and sub-surface water systems. Such vegetative management shall not be detrimental to the Purposes of this Easement.
- D. **Emergency Access.** The gravel road off Garrity Road extending along the northern border of the Property may be maintained for purposes of access, maintenance, and fire protection, but in no case shall the road be paved.
- E. **Outdoor Recreation.** The Grantor may allow transitory passive, low-impact, non-motorized, non-wheeled, non-commercial, outdoor recreational and outdoor educational activities, such as but not limited to walking, wildlife nature observation, cross-country skiing, and snowshoeing, within the existing fields provided that any use is not detrimental to the Purposes of this easement. No new trails or roads shall be created or constructed in support of any outdoor recreational activities, with the exception of mowed lanes.
- F. **Gate and Fences.** The Grantor shall have the right to install gates, barriers, signs, and sight-pervious fences and post all or portions of the Property boundary as necessary to control or exclude access to the Property if the said access will or has degraded the conservation attributes of the Property, is inconsistent with the Purposes of this Easement, or threatens public safety, except that such fences, gates, and signs should be so constructed and installed, where practicable, as to minimize their impact on

conservation attributes of the Property and on the dispersal of native wildlife across the property.

- G. Pre-Existing Structures. The Grantor shall have the right to maintain, repair, or replace in-kind the pre-existing structures on the property, provided that the structures remain in good-standing. The use of said structures shall be consistent with the easement and shall support the on-site management of the Property. If at such time the Grantee determines that the structures have sufficiently degraded or deteriorated beyond repair, the Grantor shall be responsible for removing the structures from the Property.
- H. Gravel Road. The Grantor shall have the right to repair and maintain the existing gravel road on the Property, but not pave it or install an impervious surface so that it remains a gravel road.
- I. Detrimental Uses. Notwithstanding the foregoing provisions with regard to specific permitted uses and activities, but in addition thereto, no activity or use shall be initiated or maintained or allowed to be initiated or maintained which is detrimental or threatens to become detrimental to the conservation purposes of this Easement and the protection of the quality and quantity of the groundwater and surface water, and wildlife habitat.

IV. GRANTEE APPROVAL FOR PERMITTED USES AND ACTIVITIES

The Grantor hereby covenants and agrees that Grantor shall not commence any use or activity which requires prior written approval (see Sections II.M, II.P, III.B.) or any other potentially detrimental uses, without having obtained Grantee's written approval according to the procedures set forth hereunder:

- A. The Grantor shall notify the Grantee in writing of any proposed plan, use or activity that requires Grantee approval under the terms of this Easement and shall submit to the Grantee, at least 30 (thirty) days in advance, plans and such other information as the Grantee may require.
- B. The Grantee shall approve any or all elements of such proposed plan, use, or activity, with or without conditions, only upon a written finding from the Grantee to the Grantor that:
 - 1. The proposed plan, use, or activity is consistent with the terms of this Easement; and
 - 2. That such plan, use, or activity shall not defeat or derogate from the purposes of this Easement.

- C. If the Grantee does not approve any or all elements of the proposed activity or use, it shall provide written notice and explanation thereof to the Grantor. Such approval or denial shall be made within 60 (sixty) days of receiving the Grantor's written notice requesting approval of said proposed activity. In the absence of a response from the Grantee within the 60-day period, the Grantee understands that the Grantor may proceed with the proposed activity if it is consistent with this Easement. However, lack of approval or denial by Grantee within the aforesaid 60 (sixty) day-period does not preclude Grantee from denying the use or activity as inconsistent with this Easement at a later date.

V. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing at least 10 (ten) days before the transfer of title to the Property or any division of ownership thereof permitted thereby.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

VI. BENEFITS, BURDENS AND ACCESS

- A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Grantee and the Executory Interest Holder as identified in the Section "Executory Interest" below shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby, or to take any and all actions with respect to the Property as may be necessary or appropriate with or without order of court, to remedy or abate any violation.
- C. This Easement hereby conveyed does not grant to the general public access or any rights to enter the Property.

VII. AFFIRMATIVE RIGHTS OF THE GRANTEE, EXECUTORY INTEREST HOLDER AND SECONDARY INTEREST HOLDER

- A. The Grantee, Executory Interest Holder and Secondary Interest Holder shall have the right to conduct outdoor educational field trips or workshops on the Property. The Grantee, Executory Interest Holder or Secondary Interest Holder shall notify the Grantor at least 45 (forty-five) days in advance of the activity and shall submit to the Grantor a written description of the proposed field trip or workshop. Said activity shall be consistent with and not detrimental to the Purposes of the Easement.
- B. If the Grantor fails to manage the fields in two consecutive years, the Grantee shall have the right, but not the obligation, to maintain the fields in accordance to Section II. M. The Grantee shall provide thirty (30) day notice to the Grantor in advance of any activity.

VIII. BREACH OF EASEMENT

- A. If the Grantee determines that a violation of the terms of this Easement has occurred or is threatened, the Grantee shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured.
- B. If the Grantor fails to cure the violation within 30 (thirty) days after receipt of the notice thereof from the Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, or if the Grantor fails to continue diligently to cure such violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- C. The Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, legal fees, court costs, reasonable Grantee expenses, and costs of restoration and damage to conservation values. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this section without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized

actions by third parties, natural disasters such as fire, flood, storm, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

- F. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- G. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement.

IX. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

X. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

XI. SEPARATE PARCEL

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing New Hampshire Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this paragraph referred to as "legal requirements") of the Town of Lee, the State of New Hampshire, or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to other land of Grantor.

XII. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

XIII. AMENDMENT OR ADDITIONAL EASEMENT

The Grantor and Grantee may mutually agree to amend the provisions of this Easement provided that any amendment or additional easement shall be wholly consistent with the purposes of this Easement, shall not affect its area or perpetual duration, and shall result in an enhancement of the conservation values of the Property.

XIV. CONDEMNATION/EXTINGUISHMENT

- A. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Section XIII.B.
- B. This Easement constitutes a real property interest immediately invested in the Grantee, which for the purposes of this section, the parties stipulate to have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (ii) the ratio of the value of the Easement at the time of this grant to the value of the Property without deduction for the value of the Easement, at the time of this grant.
- C. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, the Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by the Grantor and Grantee in this connection shall be paid out of the amount recovered. The Grantee's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section XIII.B.

- D. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

XV. EXECUTORY INTEREST

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from Strafford Rivers Conservancy, a qualified organization as specified in Section “Benefits & Burdens” above (sometimes herein referred to as the “Executory Interest Holder”), requesting such enforcement, then the Executory Interest Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement and the Audubon Society of New Hampshire (sometimes herein referred to as “Secondary Interest Holder”) shall thereupon assume all interest, rights, responsibilities, and duties granted to and incumbent upon the Executory Interest Holder in this Easement. All reasonable costs of such enforcement shall be paid by the Grantee.
- B. In the circumstance of the immediately preceding paragraph A, or in the event the Grantee acquires the underlying fee interest in the Property, the Executory Interest Holder shall then also have the right to terminate the interest of the Grantee in the Property, after providing written notice to the Grantee, by recording a notice to that effect in the Registry of Deeds referring hereto. The Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities, and duties granted to and incumbent upon the Grantee in this Easement.
- C. The interests held by the Executory Interest Holder or Secondary Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5.A above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

XVI. DISPUTES

- A. The Grantor, Grantee and the Executory Interest Holder desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor, Grantee and the Executory Interest Holder agree that if a party becomes concerned about the consistency of any proposed use or activity with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.
- B. If informal dialogue does not resolve the issue, and the Grantor agrees not to proceed

with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in New Hampshire or an experienced land use or land conservation professional, either of whom must have experience with conservation easements and training in mediation. Mediation shall be conducted in Strafford County, New Hampshire. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

- C. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then either party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. This provision does not require arbitration, but rather permits either party to initiate the process. Should the notified party not agree to resolve the matter by arbitration, it may elect to opt-out and shall advise the notifying party, in writing, of such election within sixty (60) days. Within thirty (30) days of the receipt of such a request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in New Hampshire with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. Unless otherwise agreed to in writing by both parties, the place of arbitration shall be in Strafford County of New Hampshire.
- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, and to require the restoration of the Property to its condition prior to the breach and for such damages as appropriate.
- E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Grantee and/or Executory Interest Holder believe that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee and/or Executory Interest Holder may seek a temporary restraining order, preliminary injunction, or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, Grantor and Grantee hereunto set our hands this _____ day of _____, 2013.

By: _____
William Pearce
Executor, Joseph P. Ford Estate

State of New Hampshire
County of Strafford

This instrument was acknowledged before me this ____ day of _____, 2013 by William Pearce, as Executor of the Estate of Joseph P. Ford.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

ACCEPTED: TOWN OF LEE SELECT BOARD

By: _____
Title: John LaCourse, Chairman
Duly Authorized
Date: _____, 2013

By: _____
Title: David Cedarholm, Selectman
Duly Authorized
Date: _____, 2013

By: _____
Title: Carole Dennis, Selectperson
Duly Authorized
Date: _____, 2013

The State of New Hampshire
County of Strafford

Personally appeared **John LaCourse**, Chairman of the Select Board of the Town of Lee, this _____ day of _____, 2013 and acknowledged the foregoing on behalf of the Town of Lee Select Board.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

The State of New Hampshire
County of Strafford

Personally appeared **David Cedarholm**, Selectman for the Town of Lee, this _____ day of _____, 2013 and acknowledged the foregoing on behalf of the Town of Lee Select Board.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

The State of New Hampshire
County of Strafford

Personally appeared **Carole Dennis, Selectperson for** the Town of Lee, this _____ day of _____, 2013 and acknowledged the foregoing on behalf of the Town of Lee Select Board.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

ACCEPTED: TOWN OF LEE CONSERVATION COMMISSION

By: William Humm, Chairman

The State of New Hampshire
County of Strafford

Personally appeared **William Humm, Chairman** of the Town of Lee Conservation Commission this _____ day of 2013, and acknowledged the foregoing on behalf of the Town of Lee Conservation Commission.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

ACCEPTED BY EXECUTORY INTEREST HOLDER

**STRAFFORD RIVERS CONSERVANCY,
INC.**

By: _____

(print name)

Its duly authorized agent

STATE OF NEW HAMPSHIRE
STRAFFORD, SS

On this _____ day of _____, 2013, before me the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the authorized agent of The Strafford Rivers Conservancy, Inc. and that being authorized so to do on behalf of such corporation, executed the foregoing instrument for the purposes therein contained.

Justice of the Peace/Notary Public

My commission expires: _____

ACCEPTED BY SECONDARY EXECUTORY INTEREST HOLDER:

AUDUBON SOCIETY OF NEW HAMPSHIRE

By: _____

(print name)

Its duly authorized agent

STATE OF NEW HAMPSHIRE
STRAFFORD, SS

On this _____ day of _____, 2013, before me the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the authorized agent of The Audubon Society of New Hampshire and that being authorized so to do on behalf of such corporation, executed the foregoing instrument for the purposes therein contained.

Justice of the Peace/Notary Public

My commission expires: _____

Appendix A

Parcel I

A certain tract or parcel of land with any buildings thereon, situate on the easterly side of Garrity Road, so-called, in the Towns of Lee and Durham, Strafford County, New Hampshire, and shown as “**56.62 Acres**” on a plan entitled “Plat of Survey, Property of Joseph P. Ford, Towns of Lee and Durham, Strafford County, N.H.” dated April 28, 1983, prepared by H. Berquist & R. Moynihan and recorded in the Strafford County Registry of Deeds as Plan #24-38, more particularly bounded and described as follows:

Beginning at a point on the easterly side of said Garrity Road at the southwesterly corner of land formerly of David D. and Alejandra K. Bolles, now of Joseph P. Ford being Parcel II hereof; thence running S 6° 03' 00" E a distance of 784.34 feet to a steel stake set at land now or formerly of Deborah B. Estaver; thence turning and running along said Estaver land the following courses and distances:

N 82° 05' 50" E a distance of 238.00 feet to a steel stake set;
S 3° 49' 11" E a distance of 283.00 feet to a steel stake set;
S 81° 57' 12" W a distance of 227.00 feet to a steel stake set at said Garrity Road;

thence turning and running S 6° 03' 00" E a distance of 347.78 feet to a point; thence turning and running N 71° 45' 42" E a distance of 66.00 feet to a point; thence turning and running S 10° 44' 58" E a distance of 49.50 feet to a point at land now or formerly of Ellsworth M. & Joyce A. Garrity II; thence turning and running along said Garrity land and land now or formerly of Louise Tecce N 75° 06' 30" E a distance of 1161.24 feet to a 14" hickory; thence running N 71° 00' 15" E a distance of 418.37 feet to a 12" pine; thence running N 63° 41' 22" E a distance of 337.53 feet to a 10" hemlock at land now or formerly of the University of New Hampshire; thence turning and running along said University of New Hampshire land the following courses and distances:

N 47° 15' 29" E a distance of 79.23 feet to a point;
N 32° 07' 16" E a distance of 108.04 feet to an i.p. found;
N 80° 22' 56" E a distance of 101.65 feet to a 15" hemlock;
S 73° 42' 51" E a distance of 146.14 feet to a steel stake set at land now
or formerly of Lyle P. Ford;

thence turning and running N 23° 50' 06" E a distance of 485.24 feet to a steel stake set at U.S. Route 4; thence turning and running N 66° 41' 25" W a distance of 722.98 feet to an i.p. found at said other land of Ford being Parcel II hereof; thence turning and running N 88° 18' 11" W a distance of 335.44 feet to an i.p. found; thence turning and running S 81° 28' 45" W a distance of 839.09 feet to a point; thence turning and running N 81° 30' 24" W a distance of 773.06 feet to the point of beginning. Containing 56.62 acres.

SUBJECT TO a reservation of water line easement and right to construct a water tank as conveyed to Paul E. Estaver and Deborah B. Estaver by Deed of Raymond F. MacDonald and Elizabeth W. MacDonald, dated September 9, 1955, recorded in said Registry of Deeds at Book 650, Page 423.

ALSO SUBJECT TO the state of facts, easements and conditions and shown and noted on said Plan #24-38, including, without limitation, the riparian rights of others, if any, in and to the waters of the Oyster River to the extent they may affect the above-described premises.

Parcel II

A certain tract or parcel of land with any buildings thereon situate on the easterly side of Garrity Road, so-called, and on the southerly side of Route 4, so-called, in Lee, Strafford County, New Hampshire, and shown as **Lot 2** on a plan entitled "Land Subdivision of David D. & Alejandra K. Bolles, Lee, N.H." dated September 1980, as revised, prepared by Rostron Associates and recorded in the Strafford County Registry of Deeds as Plan #23A-75, more particularly bounded and described as follows:

BEGINNING at a rebar set on the easterly side of said Garrity Road and running S 65° 15' E along land now or formerly of Michael Strivelli a distance of 771 feet, more or less, to a rebar set; thence running S 81° 45' E along said Strivelli land a distance of 840 feet, more or less, to a rebar set; thence running S 72° 00' E along said Strivelli land a distance of 332 feet, more or less, to a rebar set; thence turning and running N 50° 00' W along said Route 4 and along a stockwire fence a distance of 1,540 feet to a rebar set; thence turning and running N 86° 45' W along land now or formerly of Lee Realty Trust to the centerline of the brook as shown on said plan; then turning and running along the centerline of the brook a distance of 540 feet, more or less, to a point in the centerline of the brook which is approximately 6 feet easterly from a rebar set; thence turning and running in a westerly direction along the centerline of the ditch as shown on said plan a distance of 420 feet, more or less, to a point on the easterly side of Garrity Road, said point being approximately 4.7' southerly of a rebar set; thence running S 02° 10' 05" W along said Garrity Road a distance of 54.52 feet to a rebar set at the point of beginning. Containing 14.5 acres, more or less.

SUBJECT TO the state of facts, easements and conditions and shown and noted on said Plan #23A-75, including, without limitation, the riparian rights of others, if any, in and to the waters of the Brooks, as shown on said Plan, to the extent they may affect the above-described premises.

Meaning and intending to describe all and the same in the following deeds:

1. Michael Strivelli and Rose Strivelli to Joseph P. Ford, dated April 19, 1982 and recorded in the Strafford County Registry of Deeds Book 1079, Page 513 and as shown on the plan entitled "Plat of Survey Property of Joseph P. Ford, Towns of Lee and Durham", dated April 28, 1983 and recorded in said Registry Plan #24-38.

2. David D. Bolles and Alejandra K. Bolles to Joseph P. Ford, dated April 20, 1999 and recorded in the Strafford County Registry of Deeds Book 2098, Page 640 and as shown on the plan entitled "Land Subdivision of David D. & Alejandra K. Bolles, Lee, N.H.", dated September 1980 and recorded in said Registry Plan #23A-75.

s:\la-li\lee, town of\ford conservation easement\ford conservation easement deed final8-22-13.doc

ASSIGNMENT OF CONSERVATION EASEMENT

The **TOWN OF LEE**, a municipal corporation situated in the County of Strafford, State of New Hampshire, with a mailing address of 7 Mast Road, Lee, New Hampshire 03824, **acting through its Conservation Commission pursuant to New Hampshire RSA 36-A:4** (hereinafter, the “Town”), holder of a Confirmatory and Replacement Conservation Easement Deed dated _____, 2013 and recorded in the Strafford County Registry of Deeds contemporaneously herewith (hereinafter, the “Conservation Easement”), under which the Town is the Grantee, and William Pearce, Executor of the Estate of Joseph P. Ford, with a mailing address of P.O. Box 222, Jefferson, ME 04348, is the Grantor,

HEREBY ASSIGNS, pursuant to the provisions of Section VI thereof, to **THE STRAFFORD RIVERS CONSERVANCY, INC.**, a not-for-profit corporation duly organized and existing under the laws of the State of New Hampshire, with a mailing address of PO Box 623, Dover, New Hampshire 03821, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter, the “Conservancy”), said Conservancy being a qualified organization within the meaning of Section 170(h)(3) of said Code, all of the right, title and interest of the Town in and to said Conservation Easement, including all of the responsibilities and obligations of the Town thereunder;

and furthermore, the Town HEREBY ASSIGNS an Executory Interest in and to said Conservation Easement to **THE AUDUBON SOCIETY OF NEW HAMPSHIRE**, a not-for-profit corporation duly organized and existing under the laws of the State of New Hampshire, with a mailing address of 84 Silk Farm Road, Concord, New Hampshire 03301, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter, the “Audubon Society”).

By accepting and recording this Assignment, the Conservancy and the Audubon Society hereby agree to be bound by and to observe and enforce the provisions of said Conservation Easement, and assume all the rights therein granted to, and agree to discharge all the obligations therein incumbent upon the Town, all in furtherance of the conservation purposes for which said Conservation Easement was executed and delivered.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this _____ day of _____, 2013.

TOWN OF LEE SELECT BOARD

By: John LaCourse, Chairman

By: David Cedarholm, Selectman

By: Carole Dennis, Selectperson

The State of New Hampshire
County of Strafford

Personally appeared **John LaCourse, Chairman** of the Select Board of the Town of Lee, this _____ day of 2013, and acknowledged the foregoing on behalf of the Town of Lee Select Board.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

The State of New Hampshire
County of Strafford

Personally appeared **David Cedarholm**, Selectman for the Town of Lee, this _____ day of 2013, and acknowledged the foregoing on behalf of the Town of Lee Select Board.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

The State of New Hampshire
County of Strafford

Personally appeared **Carole Dennis**, Selectperson for the Town of Lee, this _____ day of 2013, and acknowledged the foregoing on behalf of the Town of Lee Select Board.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

TOWN OF LEE CONSERVATION COMMISSION

By: William Humm, Chairman

The State of New Hampshire
County of Strafford

Personally appeared **William Humm, Chairman** of the Town of Lee Conservation Commission this _____ day of 2013, and acknowledged the foregoing on behalf of the Town of Lee Conservation Commission.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

ACCEPTED BY:

THE STRAFFORD RIVERS CONSERVANCY, INC.

By: Kevin McEneaney
Its: President

The State of New Hampshire
County of Strafford

Personally appeared **Kevin McEneaney**, duly authorized President of The Strafford Rivers Conservancy, Inc. this _____ day of 2013, and acknowledged the foregoing on behalf of the Strafford Rivers Conservancy, Inc.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

ACCEPTED BY:

THE AUDUBON SOCIETY OF NEW HAMPSHIRE

By: _____
Its: _____

The State of New Hampshire
County of _____

Personally appeared _____, duly authorized _____ of The
Audubon Society of New Hampshire this _____ day of 2013, and acknowledged the foregoing
on behalf of The Audubon Society of New Hampshire.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

s:\a-l\lee, town of\ford conservation easement\assignment of conservation easement clean.docx

FIDUCIARY DEED

KNOW ALL MEN BY THESE PRESENTS, that **William Pearce, Executor of the Estate of Joseph P. Ford**, with a mailing address of PO Box 222, Jefferson, Maine 04348, by the power conferred by the Strafford County Probate Court (Docket #319.2011.ET.00521), and every other power, as a donation, as stipulated under the Will of Joseph P. Ford, grants to the Town of Lee, a municipal corporation, with a mailing address of 7 Mast Road, Town of Lee, State of New Hampshire, 03861,

with **Fiduciary Covenants**, the following described property:

SEE "**EXHIBIT A**" ATTACHED HERETO AND MADE A PART HEREOF.

NO TITLE SEARCH REQUESTED OR PERFORMED IN CONNECTION WITH THIS TRANSFER.

Homestead rights do not apply to this conveyance.

EXECUTED this _____ day of _____, 2013.

Witness

William Pearce, Executor of the Estate
of Joseph P. Ford

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William Pearce, Executor of the Estate of Joseph P. Ford.

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

EXHIBIT A

Parcel I

A certain tract or parcel of land, with any buildings thereon, situate on the easterly side of Garrity Road, so-called, in the Towns of Lee and Durham, Strafford County, New Hampshire, and shown as “**56.62 Acres**” on a plan entitled “Plat of Survey, Property of Joseph P. Ford, Towns of Lee and Durham, Strafford County, N.H.” dated April 28, 1983, prepared by H. Berquist & R. Moynihan and recorded in the Strafford County Registry of Deeds as Plan #24-38, more particularly bounded and described as follows:

Beginning at a point on the easterly side of said Garrity Road at the southwesterly corner of land formerly of David D. and Alejandra K. Bolles, now of Joseph P. Ford being Parcel II hereof; thence running S 6° 03' 00" E a distance of 784.34 feet to a steel stake set at land now or formerly of Deborah B. Estaver; thence turning and running along said Estaver land the following courses and distances:

N 82° 05' 50" E a distance of 238.00 feet to a steel stake set;
S 3° 49' 11" E a distance of 283.00 feet to a steel stake set;
S 81° 57' 12" W a distance of 227.00 feet to a steel stake set at said Garrity Road;

thence turning and running S 6° 03' 00" E a distance of 347.78 feet to a point; thence turning and running N 71° 45' 42" E a distance of 66.00 feet to a point; thence turning and running S 10° 44' 58" E a distance of 49.50 feet to a point at land now or formerly of Ellsworth M. & Joyce A. Garrity II; thence turning and running along said Garrity land and land now or formerly of Louise Tecce N 75° 06' 30" E a distance of 1161.24 feet to a 14" hickory; thence running N 71° 00' 15" E a distance of 418.37 feet to a 12" pine; thence running N 63° 41' 22" E a distance of 337.53 feet to a 10" hemlock at land now or formerly of the University of New Hampshire; thence turning and running along said University of New Hampshire land the following courses and distances:

N 47° 15' 29" E a distance of 79.23 feet to a point;
N 32° 07' 16" E a distance of 108.04 feet to an i.p. found;
N 80° 22' 56" E a distance of 101.65 feet to a 15" hemlock;
S 73° 42' 51" E a distance of 146.14 feet to a steel stake set at land now
or formerly of Lyle P. Ford;

thence turning and running N 23° 50' 06" E a distance of 485.24 feet to a steel stake set at U.S. Route 4; thence turning and running N 66° 41' 25" W a distance of 722.98 feet to an i.p. found at said other land of Ford being Parcel II hereof; thence turning and running N 88° 18' 11" W a distance of 335.44 feet to an i.p. found; thence turning and running S 81° 28' 45" W a distance of 839.09 feet to a point; thence turning and running N 81° 30' 24" W a distance of 773.06 feet to the point of beginning. Containing 56.62 acres.

There is excepted from this conveyance a perpetual right to use the water from a spring located on this same property, situated about eight hundred (800) feet in an easterly direction from the house conveyed to Paul E. and Deborah B. Estaver, recorded in said Registry of Deeds at Book 650, Page 423. Said right to use the water from said spring shall include the right to enter upon the land herein conveyed, with equipment, to dig up said land for the purpose of laying pipes over and through said land between said spring and the premises conveyed to the said Estavers. This perpetual right is made upon the express condition that the said Paul E. Estaver and Deborah B. Estaver, their heirs and assigns forever, shall, at once, replace any fence removed for the purpose of constructing or maintaining said water pipes and shall refill all excavations on the land herein conveyed to an even level.

Meaning and intending to describe and convey the same premises, no matter how otherwise described, conveyed to Joseph P. Ford by Deed of Michael Strivelli and Rose Strivelli, dated April 19, 1982 and recorded in the Strafford County Registry of Deeds Book 1079, Page 513, and as shown on the plan entitled, "Plat of Survey Property of Joseph P. Ford, Towns of Lee and Durham," dated April 28, 1983, and recorded in said Registry as Plan #24-38.

SUBJECT TO the state of facts, easements and conditions and shown and noted on said Plan #24-38, including, without limitation, the riparian rights of others, if any, in and to the waters of the Oyster River to the extent they may affect the above-described premises.

Parcel II

A certain tract or parcel of land, with any buildings thereon, situate on the easterly side of Garrity Road, so-called, and on the southerly side of Route 4, so-called, in Lee, Strafford County, New Hampshire, and shown as **Lot 2** on a plan entitled "Land Subdivision of David D. & Alejandra K. Bolles, Lee, N.H." dated September 1980, as revised, prepared by Rostron Associates and recorded in the Strafford County Registry of Deeds as Plan #23A-75, more particularly bounded and described as follows:

BEGINNING at a rebar set on the easterly side of said Garrity Road and running S 65° 15' E along land now or formerly of Michael Strivelli a distance of 771 feet, more or less, to a rebar set; thence running S 81° 45' E along said Strivelli land a distance of 840 feet, more or less, to a rebar set; thence running S 72° 00' E along said Strivelli land a distance of 332 feet, more or less, to a rebar set; thence turning and running N 50° 00' W along said Route 4 and along a stockwire fence a distance of 1,540 feet to a rebar set; thence turning and running N 86° 45' W along land now or formerly of Lee Realty Trust to the centerline of the brook as shown on said plan; then turning and running along the centerline of the brook a distance of 540 feet, more or less, to a point in the centerline of the brook which is approximately 6 feet easterly from a rebar set; thence turning and running in a westerly direction along the centerline of the ditch as shown on said plan a distance of 420 feet, more or less, to a point on the easterly side of Garrity Road, said point being approximately 4.7' southerly of a rebar set; thence running S 02° 10' 05" W along said Garrity Road a distance of 54.52 feet to a rebar set at the point of beginning. Containing 14.5 acres, more or less.

Meaning and intending to describe and convey the same premises conveyed to Joseph P. Ford by Deed of David D. Bolles and Alejandra K. Bolles, dated April 20, 1999 and recorded in the Strafford County Registry of Deeds Book 2098, Page 640, and as shown on the plan entitled, "Land Subdivision of David D. & Alejandra K. Bolles, Lee, N.H.," dated September 1980 and recorded in said Registry Plan #23A-75.

SUBJECT TO the state of facts, easements and conditions and shown and noted on said Plan #23A-75, including, without limitation, the riparian rights of others, if any, in and to the waters of the Brooks, as shown on said Plan, to the extent they may affect the above-described premises.

BOTH PARCELS are SUBJECT TO the terms, conditions, covenants and restrictions as set forth in "Confirmatory and Replacement Conservation Easement Deed" granted by the Estate of Joseph P. Ford to the Town of Lee, acting through its Conservation Commission, and an Executory Interest to the Strafford Rivers Conservancy, Inc., and a Secondary Executory Interest to the Audubon Society of New Hampshire, dated _____, 2013, and recorded in the Strafford County Registry of Deeds at Book _____, Page _____.

MS-1 EXTENSION REQUEST FORM

NAME OF MUNICIPALITY: Town of Lee

FAX #: 659-7202

DATE OF REQUEST: August 27, 2013

PHONE #: 659-5414

CONTACT PERSON: Julie Glover

EMAIL: townadministrators@leenh.org

The filing date for the MS-1, Summary Inventory of Valuation, is **September 1**. However, this date may be extended by the Commissioner of Revenue Administration for just cause per RSA 21-J:34,1. Complete and send in this form to request an extension.

REASON (check all that apply):

EXTENSION UNTIL: Sept 30, 2013

- Utility Values
- Revaluation in Process
- Update in Process
- Data Entry Incomplete
- Administrative (explain)
- Other (explain)

Assessor(s)

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

FOR DRA USE ONLY

Request for Extension: Granted Extension Expires: _____

Denied Reason for Denial: _____

Date of Response

Department of Revenue Administration

FOR DRA USE ONLY

NH DEPARTMENT OF REVENUE ADMINISTRATION
Municipal Services
P.O. Box 487 Concord, NH 03302-0487
Phone: (603) 230-5090
Fax: (603) 230-5947



Comcast
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1400

August 27, 2013

Via Overnight Delivery

Board of Selectmen
Town of Lee
7 Mast Road
Lee, NH 03861

Re: Commencement of Renewal Process

Dear Chair and Members of the Board:

Over the years, we at Comcast have appreciated the opportunity to serve the citizens of the Town of Lee (the "Town"). We have done our best to provide the high quality cable television service the Town and its residents demand, and we anticipate being able to provide that service to our subscribers in the Town for many years to come. Therefore, we are taking this step to ensure the renewal of our agreement with you.

The Cable Communications Policy Act of 1984 encourages issuing authorities and cable companies to reach agreement on a renewal agreement at any time through an informal process of discussion. However, Section 626 of the Act also provides for a contemporaneous alternative formal renewal procedure with specific substantive and procedural requirements. If either the issuing authority or the cable company does not initiate the formal process within a certain time frame, the protections of that process may be lost. To that end, Comcast hereby notifies the Town that the renewal period for our agreement under Section 626 is now open, and we request the start of renewal proceedings pursuant to the Section 626(a)(1).

This letter is not intended to preclude informal negotiations, but instead is intended only to preserve the rights of Comcast under the formal renewal process. Comcast has every reason to believe that the Town and Comcast will reach a mutually agreeable renewal of the cable television agreement through good-faith negotiations, thus making many of the Act's formal procedures unnecessary. The relevant provision of Section 626 on the informal process is brief and reads as follows:

"(h) . . . [A] cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after formal proceedings pursuant to this section have commenced) . . ."

Contract
began 5/9/11
expires 5/8/16



Comcast
676 Island Pond Road
Manchester, NH 03109
Phone: 603-695-1400
Facsimile: 603-628-3303
www.comcast.com
www.comcastcorporation.com

August 27, 2013

Via Overnight Delivery

Board of Selectmen
Town of Lee
7 Mast Road
Lee, NH 03861

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Re: Commencement of Renewal Process

August 27, 2013

Page 2

The "formal" process generally includes the following steps:

1. Within six (6) months of the submission of this letter, the Town conducts an ascertainment proceeding which affords residents an opportunity to a) identify the future cable-related needs, and b) review Comcast's performance under the current agreement.
2. At your request or on our own, Comcast submits a renewal proposal with a draft cable television agreement.
3. Within four (4) months of the Town's receipt of Comcast's proposal, the public is afforded "adequate notice and opportunity to comment on the renewal proposal" and the Town must choose to renew the agreement or issue a preliminary denial, which triggers a further formal process.

I am attaching a copy of Section 626 of the Cable Act for your review. Jay Somers will be in contact with you soon to arrange a meeting with the Town to discuss informally negotiating a renewal agreement. Please feel free to contact Jay at 617-279-7675 at any time. Comcast looks forward to meeting with the Town in the near future and continuing the long relationship that, we believe, has benefited both the community and the residents of the Town of Lee.

Sincerely,



Nick Leuci

Vice President of Franchising
& Community Investment

NL/cam

Attachment

cc: Cable Advisory Committee

Bob Carr – Comcast Director of Government & Regulatory Affairs

Jay Somers – Comcast Sr. Manager of Government & Regulatory Affairs



The Communications Act of 1934, as amended

(47 USC Sec. 546-Renewal)

Section 626. Renewal

(a) Commencement of proceedings; public notice and participation -

(1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted.

(2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) of this section unless -

(A) such a proceeding is requested by the cable operator by timely submission of such notice; or

(B) such a proceeding is commenced by the franchising authority on its own initiative.

(b) Submission of renewal proposals; contents; time -

(1) Upon completion of a proceeding under subsection (a) of this section, a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.

(2) Subject to section 544 of this title, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the cable system.

(3) The franchising authority may establish a date by which such proposal shall be submitted.

(c) Notice of proposal; renewal; preliminary assessment of nonrenewal; administrative review; issues; notice and opportunity for hearing; transcript; written decision -

(1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b) of this section, the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b) of this section, renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether -

(A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

(B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

(C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and

(D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a) of this section), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.

(3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Basis for denial -

Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of this section shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section, pursuant to the record of the proceeding under subsection (c) of this section. A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) of this section or on events considered under subsection (c)(1)(B) of this section in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) of this section occur after the effective date of this subchapter unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e) Judicial review; grounds for relief

(1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 555 of this title.

(2) The court shall grant appropriate relief if the court finds that -

(A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or

(B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c) of this section.

(f) Finality of administrative decision -

Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

(g) "Franchise expiration" defined -

For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on October 30, 1984.

(h) Alternative renewal procedures -

Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g) of this section.

(i) Effect of renewal procedures upon action to revoke franchise for cause - Notwithstanding the provisions of subsections (a) through (h) of this section, any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

Re: Commencement of Renewal Process

August 27, 2013

Page 2

The "formal" process generally includes the following steps:

1. Within six (6) months of the submission of this letter, the Town conducts an ascertainment proceeding which affords residents an opportunity to a) identify the future cable-related needs, and b) review Comcast's performance under the current agreement.
2. At your request or on our own, Comcast submits a renewal proposal with a draft cable television agreement.
3. Within four (4) months of the Town's receipt of Comcast's proposal, the public is afforded "adequate notice and opportunity to comment on the renewal proposal" and the Town must choose to renew the agreement or issue a preliminary denial, which triggers a further formal process.

I am attaching a copy of Section 626 of the Cable Act for your review. Jay Somers will be in contact with you soon to arrange a meeting with the Town to discuss informally negotiating a renewal agreement. Please feel free to contact Jay at 617-279-7675 at any time. Comcast looks forward to meeting with the Town in the near future and continuing the long relationship that, we believe, has benefited both the community and the residents of the Town of Lee.

Sincerely,



Nick Leuci

Vice President of Franchising
& Community Investment

NL/cam

Attachment

cc: Cable Advisory Committee

Bob Carr – Comcast Director of Government & Regulatory Affairs

Jay Somers – Comcast Sr. Manager of Government & Regulatory Affairs



The Communications Act of 1934, as amended
(47 USC Sec. 546-Renewal)

Section 626. Renewal

(a) Commencement of proceedings; public notice and participation -

- (1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted.
- (2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) of this section unless -
 - (A) such a proceeding is requested by the cable operator by timely submission of such notice; or
 - (B) such a proceeding is commenced by the franchising authority on its own initiative.

(b) Submission of renewal proposals; contents; time -

- (1) Upon completion of a proceeding under subsection (a) of this section, a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.
- (2) Subject to section 544 of this title, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the cable system.
- (3) The franchising authority may establish a date by which such proposal shall be submitted.

(c) Notice of proposal; renewal; preliminary assessment of nonrenewal; administrative review; issues; notice and opportunity for hearing; transcript; written decision -

- (1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b) of this section, the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b) of this section, renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether -
 - (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
 - (B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
 - (C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
 - (D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
- (2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a) of this section), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.
- (3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Basis for denial -

Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of this section shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section, pursuant to the record of the proceeding under subsection (c) of this section. A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) of this section or on events considered under subsection (c)(1)(B) of this section in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) of this section occur after the effective date of this subchapter unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e) Judicial review; grounds for relief

- (1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 555 of this title.
- (2) The court shall grant appropriate relief if the court finds that -
 - (A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or
 - (B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c) of this section.

(f) Finality of administrative decision -

Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

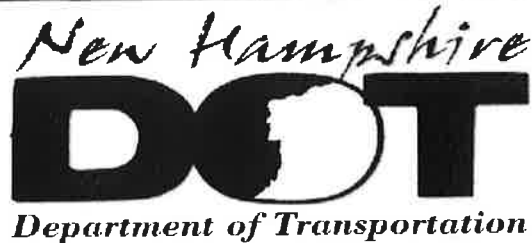
(g) "Franchise expiration" defined -

For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on October 30, 1984.

(h) Alternative renewal procedures -

Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g) of this section.

(i) Effect of renewal procedures upon action to revoke franchise for cause - Notwithstanding the provisions of subsections (a) through (h) of this section, any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.



NOTICE OF COMBINED PUBLIC OFFICIALS/PUBLIC INFORMATIONAL MEETING

**THE PROJECT INVOLVES THE INSTALLATION OF
CENTERLINE RUMBLE STRIPS AND SHOULDER RUMBLE
STRIPES ALONG SECTIONS OF NH ROUTE 125 AS PART OF
THE ANNUAL STATEWIDE RUMBLE STRIP PROJECT**

**PUBLIC SAFETY COMPLEX
1ST FLOOR
20 GEORGE BENNETT ROAD
LEE, NH**

**WEDNESDAY,
SEPTEMBER 11, 2013
7:00 PM**

The purpose of this meeting is to present citizens and public officials with information regarding the proposed project and to solicit public input in order to ensure that project decisions meet public transportation needs, community goals, and protect and enhance the environment. Accordingly, NHDOT assures that this project will be administered according to the requirements of Title VI of the Civil Rights Act of 1964 and all related statutes to ensure nondiscrimination.

Any individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disability, should contact the Bureau of Right-of-Way, NHDOT, PO Box 483, Concord, New Hampshire 03302-0483 – TDD Access: Relay NH 1-800-735-2964. Notification for the need of assistance should be made at the earliest convenience.

THE PUBLIC IS INVITED AND ENCOURAGED TO ATTEND

**STATEWIDE
26842**



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

STATEWIDE
26842
X-A003(405)

Bureau of Highway Design
Room 200
Tel: (603) 271-2171
Fax: (603) 271-7025

August 28, 1013

Town of Lee
7 Mast Road
Lee NH 03861

Dear Lee Officials:

Arrangements have been made for the Department to hold a Public Informational Meeting. The project involves the installation of centerline rumble strips and shoulder rumble stripes along sections of NH Route 125 as part of the Annual Statewide rumble strip project.

The meeting is scheduled for September 11, 2013, 7:00 PM at the Public Safety Complex, 1st Floor, 20 George Bennett Road, Lee, New Hampshire.

In anticipation that the Selectmen/Councilors, Planning Board and other municipal bodies will be in attendance, we suggest the meeting be posted to assure compliance with the State's Right to Know Law. In that regard, we have enclosed several notices of this meeting and would appreciate it if you would have them posted in prominent places in your Town to inform as many citizens as possible. We will also be advertising this meeting in the local, daily and weekly newspapers.

The purpose of this meeting is to present citizens and public officials with information regarding the proposed project and to solicit public input in order to ensure that project decisions meet public transportation needs, community goals, and protect and enhance the environment. Accordingly, NHDOT assures that this project will be administered according to the requirements of Title VI of the Civil Rights Act of 1964 and all related statutes to ensure nondiscrimination.

Any individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disability, should contact the Bureau of Right-Of-Way, NHDOT, PO Box 483, Concord, New Hampshire 03302-0483 – TDD Access: Relay NH 1-800-735-2964. Notification of the need for assistance should be made at the earliest convenience.

It is hoped you will plan to attend this meeting.

Sincerely,

Ronald J. Grandmaison, P.E.
Project Manager

LEE OFFICIALS CONTACT SHEET

SELECTMEN:

John R. LaCourse, PhD
David Cedarholm
Carole Dennis
7 Mast Road
Lee NH 03861

TOWN ADMINISTRATOR:

Julie Glover
7 Mast Road
Lee NH 03861

PLANNING BOARD, CHAIRPERSON:

Robert Smith
7 Mast Road
Lee NH 03861

SCHOOL BOARD, CHAIRPERSON:

SAU #5
36 Coe Drive
Durham NH 03824

FIRE CHIEF:

Peter Hoyt
Public Safety Complex
20 George Bennett Road
Lee NH 03861

POLICE CHIEF:

Chester Murch
Public Safety Complex
20 George Bennett Road
Lee NH 03861

CONSERVATION COMMISSION, CHAIRPERSON:

William Humm
7 Mast Road
Lee, NH 03861

CITY HISTORICAL COMMISSION, CHAIRPERSON:

Phyllis White
7 Mast Road
Lee NH 03861

DISTRICT 6 ENGINEER

Doug DePorter
PO Box 740
Durham NH 03824

BIKE-PED COORDINATOR

Erik Paddleford
7 Hazen Drive
Concord NH 03302

STRAFFORD REGIONAL PLANNING COMMISSION:

Cynthia Copeland
Rochester Community Center
150 Wakefield Street Suite 12
Rochester NH 03867

EXECUTIVE COUNCILOR:

Christopher C. Pappas
629 Kearney Circle
Manchester, NH 03104

SENATOR:

Martha Fuller Clark
152 Middle Street
Portsmouth, NH 03801

OTHERS: PLEASE REFER TO BACK OF NOTIFICATION OF MEETING SHEET FOR ADDITIONAL NAMES TO BE INCLUDED

REPRESENTATIVES:

Naida L Kaen
22 Toon Lane
Lee, NH 03861

H. Robert Menear
P.O. Box 897
Durham, NH 03824