

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Tuesday, November 12, 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. **Bill Humm, Conservation Commission Chairman – Ronald Kennard Easement**
Discuss Mr. Kennard's offer of a conservation easement or to sell 40 acres of his property to the Town of Lee. Discuss acceptance of this offer as a Warrant Article for 2014.
4. **Roger Rice, Transfer Station Manager – Revised Solid Waste Ordinance**
Present first draft of a revised Solid Waste Ordinance.
5. **Peter Hoyt, Fire Chief – Fire Department Staffing**
Present a financial plan for hiring a Full-Time Firefighter/EMT employee.
6. **Larry Kindberg, Recreation Commission Chairman – Ice Skating Rink**
Request installation of ice skating rink at Town Field. Request expenditure from operating budget to purchase a plastic liner for the ice skating rink in the amount of \$194.43, plus shipping.
7. **Town Administrator – 2013 Tax Rate Setting**
Review DRA Preliminary Rate Sheet; finalize Overlay and Amount to Reduce Taxes (from Undesignated Fund Balance)
8. **Town Administrator's Report**
 - Final Draft of Milestone's Construction Manager Agreement for new Library
 - Fire Cpt. Nemet – Request for Tuition Reimbursement
 - Cash Receipt Policy – Info only
 - Tax Collector/Town Clerk and Planning & Zoning credit card payments and online registrations
 - Miscellaneous
9. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

SIGNATURES REQUIRED

Local River Management Advisory Committee Nominee Form
Dept of Revenue Administration Survey
Vacation Request – Caren Rossi

INFORMATION ONLY

Forest Laws
Public Notice: GACIT
Letter from the Wrights re: Construction Manager
Permission to build Yurt on Coppal House Farm
Permission to build porch on Tuckaway Farm
UNH Broadband Center of Excellence project

10. **Acceptance of Minutes – Minutes and Non Public Minutes from October 28, 2013**
11. **Acceptance of Manifest #9 and Weeks Payroll Ending November 10, 2013**
12. **Miscellaneous/Unfinished Business**
13. **Non-Public**
 - a. **RSA 91-A:3 II (a) – PD Personnel Issue**
 - b. **RSA 91-A:3II (b) – Transfer Station hiring; Roger Rice**
14. **Adjournment**

Posted: Town Hall, Public Safety Complex, Transfer Station, Public Library and on leenh.org on Nov 8, 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: Nov 12, 2013

Agenda Item No. 3

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/12/2013

Agenda Item Title: Ronald Kennard Property on Stepping Stones Road

Requested By: Bill Humm, Conservation Commission Chairman **Date: 10/21/2013**

Contact Information: 603-659-5414

Presented By: Bill Humm, Conservation Commission Chairman

Description: Discuss Mr. Kennard offer of a conservation easement or to sell 40 acres of his property to the Town of Lee. Discuss acceptance of this offer as a Warrant Article for 2014.

Financial Details: \$172,000 cost plus expenses. Land Acquisition Trust Fund \$223,234; Land Use Change Trust Fund \$316,736 (no agents to expend)

Legal Authority RSA 36-A:4 – Powers of Conservation Commissions: I. Said commission may receive gifts of money, personal property, real property, and water rights, either within or outside the boundaries of the municipality, by gift, grant, bequest, or devise, subject to the approval of the local governing body, such gifts to be managed and controlled by the commission for the purposes of this section. Said commission may acquire in the name of the city or town, subject to the approval of the local governing body, by purchase, the fee in such land or water rights within the boundaries of the municipality, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations, or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within their city or town, and shall manage and control the same, but the city or town or commission shall not have the right to condemn property for these purposes.

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

REQUESTED ACTION OR RECOMMENDATIONS:

Instruct the Town Administrator to assist the Conservation Commission in drafting a Warrant Article to purchase the Kennard Property utilizing funds from the Land Acquisition Trust Fund OR

Instruct the Town Administrator to assist the Conservation Commission in drafting a Warrant Article to purchase a conservation easement on the Kennard Property utilizing funds from the Land Acquisition Trust Fund

11/2/13 (phone: 868-7560)

Ronald Kennard
164 Stepping Stone Rd.
Lee, N.H. 03861-6611

Dear Mr. Humm:

I spoke with Charles Tucker again on November 1 about the conservation of 40 acres here. Mr. Tucker believes that you could arrange this month for a conservation land sale (or a conservation easement) to be voted on in March, 2014. I would be willing to either sell these 40 acres directly to the town for the low price of \$172,000 (the basic "current use" evaluation made by the town appraisal) or possibly an easement at the same low price. The only request

→
[OVER]

(2)

that I would make in a direct conservation sale to the town would be a stipulation that there be no logging or land clearing made in my lifetime, I would try to keep the trails and woods paths open as long as my health permits. Please let me know about this by December so that I can plan for 2014.

Also please provide me with a specific name and address of a person.

I can communicate with regarding the possibility of a preservation easement

for these 1780 farm buildings. Thank you,
Ronald Pennard

10/21/13

RECEIVED
OCT 22 2013

Ronald Kennard
164 Stepping Stone Rd.
Lee, N.H. 03861-6611

Dear Lee Selectmen;

In May, 2013, I discussed making a conservation arrangement for 40 acres with Laurel Cox and William Humm. Earlier this month (October) I sent a note to Mr. Humm to proceed with a conservation easement application for the March 2014 ballot. Please let me know before December 2013 if there is anything further that I need to do in order to bring this conservation agreement to a vote in 2014. Alternately I would be willing to sell the 40 acres to the town for conservation as I

[over] →

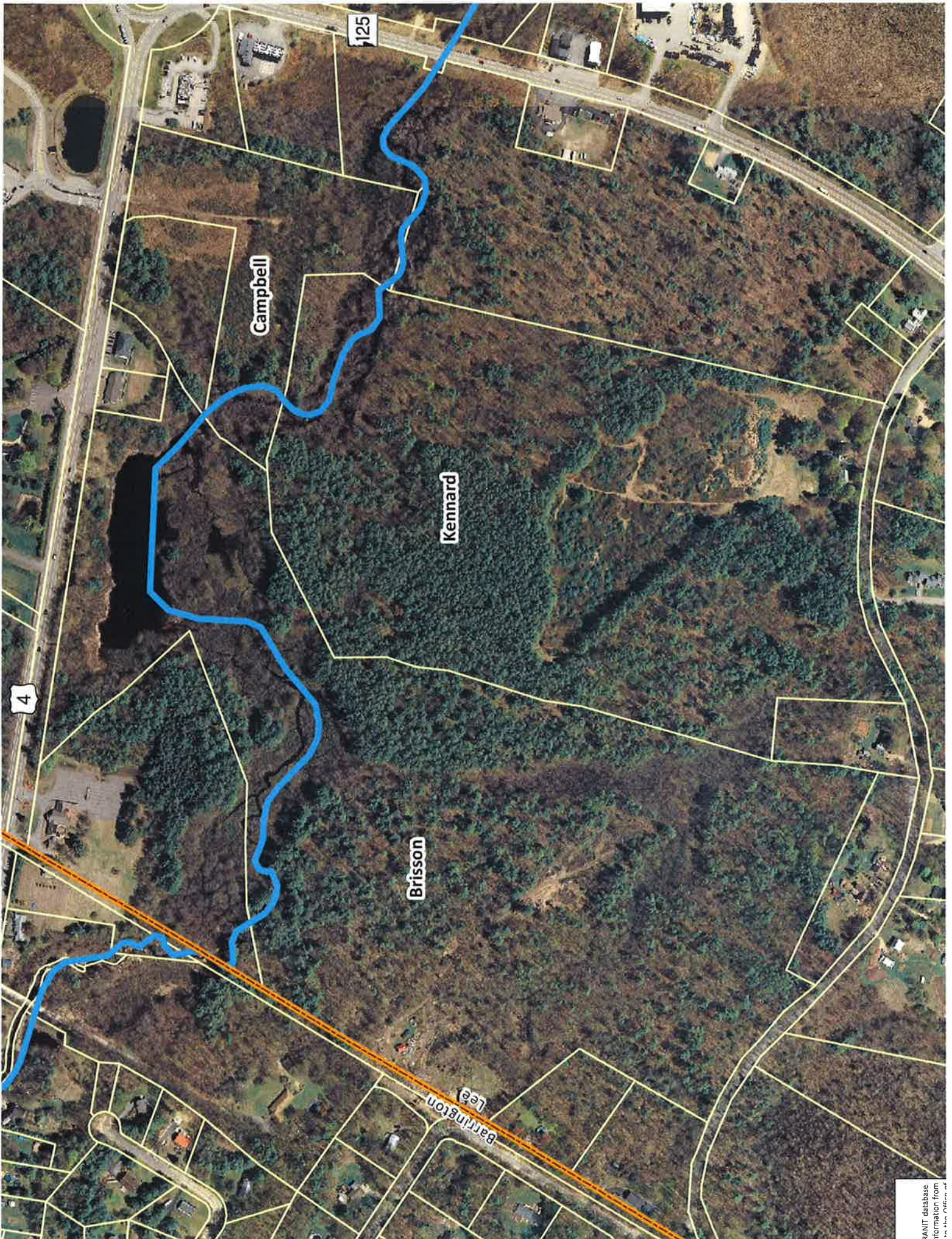
recently did with 34 acres in Nottingham.

In the information provided by the N.H. Preservation Alliance, the RSA 79-D preservation easement program for old farm buildings is outlined. Are these old buildings from the Charles Langley family eligible for that preservation program?

Also the Preservation Alliance material mentions the N.H. discretionary easement program (RSA 79-C); is that simply the "current use" taxation policy or is that something beyond "current use"?

Sincerely,

Ronald Kennard





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Office Use Only

Meeting Date: Nov 12, 2013

Agenda Item No. 4

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/12/2013

Agenda Item Title: Revised Solid Waste Ordinance

Requested By: Board of Selectmen **Date: 10/28/2013**

Contact Information: 603-659-5414

Presented By: Roger Rice, Transfer Station Manager

Description: Present first draft of a revised Solid Waste Ordinance

Financial Details: n/a

Legal Authority

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.



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Meeting Date: Nov 12, 2013

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/12/2013

Agenda Item Title: Request by the Fire Department to add a Full-time Firefighter

Requested By: Fire Department Date: 10/28/2013

Contact Information: 603-659-5414

Presented By: Peter Hoyt, Fire Chief

Description: Present a financial plan and staffing schedule to hire an additional Full-Time Firefighter/EMT employee.

Financial Details: Estimated annual cost \$80,000

Legal Authority: RSA 41:8

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve the Fire Department's request to hire an additional full-time firefighter/EMT at an hourly rate of \$18.00 per hour, funding to be paid entirely from the FY 14 Fire Department Budget except that ancillary personnel costs, (NHRS, FICA/Medi, medical insurance, etc.) to be funded through the Personnel Administration budget.

Town of Lee
Fire Department
Proposed Staffing Schedule

	Monday	Tues	Wed	Thur	Fri
Lt. Davis	6 a.m. - 12:00 p.m.	6 a.m. - 12:00 p.m.	6 a.m. - 12:00 p.m.	6 a.m. - 12:00 p.m.	6 a.m. - 12:00 p.m.
Cpt. Nemet	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 6:00 p.m.
New FT FF	8:00 a.m. - 4:00 p.m.	8:00 a.m. - 4:00 p.m.	8:00 a.m. - 4:00 p.m.	8:00 a.m. - 4:00 p.m.	8:00 a.m. - 4:00 p.m.

Lee Fire and Rescue Full Time Staffing

During the 2002 annual Lee Town Meeting residents adopted a full time staffing plan for the Lee Fire and Rescue Department authorizing two full time Firefighter/EMT's. This was based primarily upon a lack of adequate and reliable personnel resources to meet the growing demands placed upon the department. Initially, this plan worked well with two full time firefighters. One of the individuals hired was a retired firefighter receiving a pension as part of the Group 2 retirement system. Since his hiring the State of New Hampshire revised its rules regarding Group 2 retirees essentially limiting them at first to 39 hours per week, which was subsequently reduced to 32 hours per week if they served in the capacity of a firefighter with another department. This ruling immediately affected the department. Consequently, we now have one Firefighter/EMT working a 40 hour week, while the other is limited to 32 hours per week.

A recent report commissioned by the Town of Lee and prepared by the Property Liability Trust highlights a number of concerns; the most significant of which is ensuring the safety of responders. Many of these concerns were also included in recent strategic planning discussions conducted internally by the department. Currently the department is manned between the hours of 6 AM and 6 PM. One individual is on duty from 6 AM until 2 PM, while the second individual is on shift from 10 AM until 6 PM. During the hours of 6 to 10 AM and 2 to 6 PM the department often responds with one person to an incident that clearly calls for at least two qualified personnel. This is especially prevalent during the morning hours between 6 and 10 AM. It is important to note that during this early morning time period the propensity for cardiac and other life threatening medical emergencies is significantly higher. The benefit of having two responders arrive to assist during this period cannot be overstated. It clearly can and has saved lives. Because of the limitations imposed by the State of New Hampshire the Friday 6 to 10 AM shift is often covered by a certified firefighter that does not hold an Emergency Medical Provider License thereby compounding the lack of adequate morning response. There have been instances where no coverage is available during this same time period. The afternoon period is equally short during a time period where there is a greater likelihood of motor vehicle incidents that clearly require two or more qualified personnel to respond. Last fiscal year 68 calls were handled by a sole firefighter or firefighter/EMT.

The most effective solution to help address the concerns of the department is to place a full time Firefighter/EMT in the position currently held by a part time employee. To aid in covering the critical morning time period the current part time employee's hours would be adjusted to ensure adequate five day coverage during the morning period while still complying with the state retirement mandate. After evaluating call volume and the types of incidents occurring during those hours the department's administration feels this is the most critical period to address at this time. This still leaves a significant gap in afternoon coverage that will have to be addressed for fiscal year 2014 – 2015. This proposal is intended to address the immediate concerns currently facing the department.

Funding currently exists in line item 4220-W2 to cover a portion of the full time shift employee. However, it will require additional money to cover ancillary costs such as retirement, health benefits and associated employment taxes. The part time payroll funding will be taken from item 4220-W3 (Paid Call

Wages). In order to ensure adequate funding remains to cover the departments call force our current part time employee's hours will be reduced to twenty hours per week for the remainder of this fiscal year.

Budget Worksheet

	FY 2013		FY 2014		FY 2015	
	Budget	Actual	Budget	Actual		
4220	Fire Department					
4220-S1	Fire Chief Salary	14,297.00	14,296.36	14,297.00	3,024.23	
4220-S2	Deputy Fire Chief Salary	7,682.00	7,681.52	7,682.00	1,920.38	
4220-W1	Captain Wages	44,061.00	42,635.34	45,163.00	9,270.17	
4220-W2	Lieutenant Wages	35,249.00	33,845.64	36,131.00	7,381.40	
4220-W3	Paid Call Wages	37,000.00	22,594.54	37,000.00	5,974.80	47,000.00 (1)
4220-W7	Overtime	4,000.00	2,732.24	2,050.00	472.27	3,000.00 (2)
4220-W8	Holiday	3,000.00	2,202.72	3,000.00	521.04	
4220-W9	Incentive Pay	0.00	4,775.00	13,000.00	2,525.00	18,000.00 (3)
4220-03	Equipment Maintenance Agreements	500.00	6,703.57	5,000.00	1,250.00	9,000.00 (4)
4220-04	Printing	100.00	0.00	100.00	0.00	
4220-05	Postage	60.00	6.40	50.00	0.00	
4220-06	Dues/Subscriptions	4,000.00	2,744.60	5,000.00	1,165.50	
4220-09	Office Supplies	500.00	1,736.74	1,000.00	64.27	2,000.00 (5)
4220-10	Supplies - Other	500.00	795.98	3,000.00	248.29	
4220-12	Conference/Travel	0.00	57.94	0.00	0.00	
4220-13	Special Events	500.00	0.00	300.00	312.82	500.00 (6)
4220-14	Training	5,000.00	2,645.83	5,000.00	1,074.69	
4220-15	Uniforms	1,200.00	312.88	1,000.00	0.00	
4220-16	Equipment Repairs/Parts	8,500.00	7,924.34	6,000.00	5.95	8,500.00 (7)
4220-17	New Equipment	15,000.00	5,961.70	15,000.00	597.82	
4220-18	Electricity	10,500.00	8,132.25	10,500.00	1,537.29	
4220-19	Heat	8,000.00	8,125.70	8,000.00	0.00	8,500.00 (8)
4220-21	Bottled Water	500.00	496.16	650.00	58.07	
4220-22	Alarms	0.00	0.00	0.00	0.00	
4220-24	Gas/Fuel/Oil	0.00	0.00	500.00	0.00	
4220-25	Diesel Fuel	5,500.00	1,984.76	7,000.00	0.00	7,500.00 (9)
4220-26	Vehicle M & R	8,000.00	6,953.31	5,000.00	0.00	
4220-27	Radio Repair	2,500.00	429.00	2,500.00	0.00	
4220-28	Miscellaneous/Other	0.00	7.60	0.00	28.21	
4220-30	Telephone	6,150.00	4,342.28	5,250.00	473.06	
4220-40	Medical Supplies	4,000.00	451.37	3,000.00	740.27	
4220-41	Fire Prevention/Safety	1,500.00	145.80	1,000.00	0.00	
4220-42	Personal Protective Equipment	10,000.00	1,467.59	10,000.00	0.00	
		237,799.00	192,189.16	253,173.00	38,645.53	

- (1) Reflects an increase to provide for part time coverage during morning periods. See note 4220-W3.
- (2) Total expenditure for FY 2013 was \$2,732.24. The proposed allocation falls short of past expenditures.
- (3) Provides incentive pay to ensure 24 hour coverage, 7 days per week.
- (4) Reflects recommendations by NH PLT to ensure compliance with NFPA mandates for testing all equipment.
- (5) Takes into account increased office supply requirements. This line item was exceeded in FY 13.
- (6) Department has already exceeded allocation for FY 14. Special event coverage will increase in FY 14 and FY 15.
- (7) Keeps line item at same level as FY 13. Current proposal is less than total expended during FY 13.
- (8) Line item was exceeded in FY 13. Current fuel prices are at or above comparable time period and may increase.
- (9) Increase reflects anticipated fuel useage this FY based on current pricing.

4220-W2: If the selectboard approves the full time hiring currently proposed this line would total \$37,440. It is based upon a hourly salary of \$18.00 per hour for a firefighter and does not include benefits or ancillary costs.

4220-W3: If the selectboard approves the retention of a part time firefighter/lieutenant that pay would be taken from this line item. The current employee receives \$21.71 per hour. Based upon a 20 hour week the total amount taken from the paid call line item would be \$22,578.44. Benefits and ancillary costs are not included.

2013 Land Lines: 1,620.97
 2013 Cell Phones: 2,721.31
 4,342.28



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

Office Use Only
Meeting Date: 11/12/13
Agenda Item No. 6

BOARD OF SELECTMEN
11/12/13 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: FUNDS APPROVAL FOR SKATING RINK LINER

Requested By: LARRY KINDBERG Date: 11/6/13

Contact Information: _____

Presented By: LARRY KINDBERG.

Description: THE ICE SKATING RINK PREVIOUSLY LOCATED @ LRP IS BEING
RE LOCATED TO THE TOWN FIELD FOR BETTER EXPOSURE & USE.
A PLASTIC LINER IS REQUIRED TO HOLD THE WATER.

Financial Details: REQUEST EXPENDITURE FROM OP BUDGET TO PURCHASE
LINER - \$194.43 PLUS SHIPPING.

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



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[Product List](#)

[Contact Us](#)

On this page:

Backyard Skating Rinks

Questions or orders:

(617) 282-1150
or **(800) 841-9442**

or fax us at:
(617) 282-7507

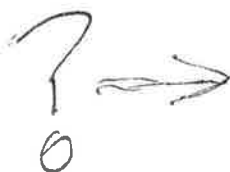
J. Freeman, Inc.
65 Tenean Street
Dorchester, MA 02122
JFreemanCo@aol.com

Backyard Skating Rinks

First, decide how big you want to make your ice rink. Pick an area as level as possible. Make a rectangular enclosure (like a sandbox), approximately 6" to 8" high. You can also use 2" x 6" or 2" x 8" boards, held upright by stakes, or you can use a large diameter PVC pipe, railroad ties, or a shoveled out snow bank, if available. Lay a large sheet of 7MM (white only) PE sheet in the center, overlapping the enclosure to the ground. Fill with 3" to 6" of water depending on the size, and weight, of your kids, and wait for it to freeze. Along with the PE sheet, you should purchase a 4" roll of special white tape. This tape will repair tears and can also be used for joining and sealing sheets, by using an ordinary paint removing type of heat gun. The tape will weld to the PE sheet making a positive seal. Hope for cold weather and enjoy!

Prices are as follows for 7 Mil White Polyethylene:

20' x 89'	\$137.32
26' x 100'	\$200.60
28' x 64'	\$138.25
32' x 65'	\$160.48
32' x 100'	\$246.89
32' x 186'	\$462.00
36' x 70'	\$194.43
40' x 100'	\$308.61
40' x 149'	\$462.00



Prices are subject to fluctuate with the rises of oil.



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

Office Use Only

Meeting Date: Nov 12, 2013

Agenda Item No.7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/12/2013

Agenda Item Title: 2013 Tax Rate

Requested By: Town Clerk/Tax Collector **Date: 11/8/2013**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Review the preliminary “Template to Approximate Tax Rate 2013” provided by the Department of Revenue Administration. Finalize amount allocated to Overlay and Amount to Reduce Tax Revenue from the Undesignated Fund Balance.

Financial Details: Town Policy establishes that the Undesignated Fund Balance shall be between 8%-17% of all Town expenses, including ORCSD and Strafford County.

Legal Authority RSA 21-J:35 Setting of Tax Rates by Commissioner.

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to authorize the Town Administrator to forward to the Department of Revenue the “Template to Approximate Tax Rate 2013” reflecting an Overlay of \$_____ and applying \$_____ from the Undesignated Fund Balance in order to reduce the Tax Rate to approximately _____/thousand.

Template to Approximate Tax Rate - 2013

Name of Town	LEE
Town Appropriation	4,050,696
Special Adjustment (if negative indicate)	0
Town Revenue Subtotal	1,461,988
Fund Balance Used	635,000
NET TOWN	1,953,710

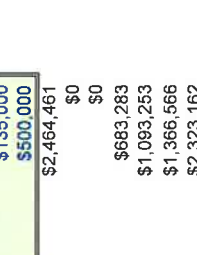
Enterprise Funds / CY	\$414,570,781	12 line 23 to compare
Bonds	\$408,529,781	(MS1 Valuation)
	\$0	(MS1 Valuation)
	\$0	(MS1 Valuation)
	\$0	(MS1 Valuation)
12 MS1 Line 21 to	\$411,991,167	406,854,867

INPUT AREA	INPUT AREA-Additional Precincts	(MS1 Valuation)
0	0	\$0
0	0	\$0
0	0	\$0
0	0	\$0
0	0	\$0
0	0	\$0
INPUT AREA-Additional Precincts		
(Net Village)		
0	0	\$0
0	0	\$0
0	0	\$0
0	0	\$0
0	0	\$0
0	0	\$0

County Assessment	1,190,809	(Net Village)
Net Local School	0	(Net Village)
Net Coop School(s)	11,026,249	(Net Village)
Education Grant	2,602,095	
School Check	0	
Locally Retained Education Tax	948,257	
	948,257	
	7,475,897	
	948,257	

LOCAL SCHOOL TAX EFFORT	\$948,257
STATE SCHOOL TAX EFFORT	\$3,099,461
Emergency Appr	\$0
Amount Voted	\$135,000
Amount to Reduc	\$500,000
Amount Retained	\$2,464,461
Town/City BPT	\$0
County BPT	\$0
Approximate 5% R	\$683,283
Approximate 8% R	\$1,093,253
Approximate 10% f	\$1,366,566
Approximate 17% f	\$2,323,162
Estimated Max. Ov	\$582,812

TOTAL of Town, County, Schools, and State	11,568,673
Deduct total BPT	0
Add War Service Credits	67,575
Add Approx. Overlay	20,000
Approximate Taxes to be Raised	\$11,656,248
(not including village districts)	



Net Appropriation	Less BPT	Est. Taxes to be Raised	2013 Unapproved Approx. Rates	2012 Rates
2,041,285	0	2,041,285	\$4.924	\$6.67
1,190,809	0	1,190,809	\$2.872	\$2.64
7,475,897	0	7,475,897	\$18.033	\$18.22
948,257	0	948,257	\$2.321	\$2.41
TOTALS	11,656,248	11,656,248	\$28.150	\$29.940
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
0	0	0	#DIV/0!	\$0.00
TOTALS	11,656,248	11,656,248		\$28.321

Using 2012 Values to Compare	\$4,955	Town
	\$2,890	County
	\$18,146	Local
	\$2,330	State
Total	\$28,321	

ESTIMATED RATE BREAKDOWN

bpt ok

NH Department of Revenue Administration
Municipal Services Division
P.O. Box 487
Concord, NH 03302-0487
(603) 230-5090

TOWN/CITY: **LEE** Advisor's Initials: **JS** Date: **11/8/2013**

OVERLAY – Amount Raised for Abatements

RSA 76:6 limits overlay to an amount not to exceed 5% of the net tax commitment for the municipality, its state education tax amount and local school tax, its share of the county budget, and village district(s), if any. For your municipality, we anticipate the following:

5% Limit **\$616,433** Requested Amount **\$0**

*Your actual overlay will be slightly different due to rounding.

BUDGETARY FUND BALANCE RETENTION

Responsible long term financial planning requires an adequate level of general fund unassigned fund balance to mitigate future risks and to ensure stable tax rates. The GFOA suggests municipalities retain between 8% and 17% of regular general fund operating expenditures. In NH, this is calculated by adding the municipality's general fund operating appropriations, the education tax amount, the local school net tax commitment, and the county appropriation. Based on our best available information, the suggested levels for your municipality would be:

5% **\$683,283** 8% **\$1,093,253** 10% **\$1,366,566** 17% **\$2,323,162**

Your **budgetary unassigned fund balance** from the MS-5 is: **\$3,099,461**

The amount **voted** from "surplus" is: **\$135,000**

The amount used for RSA 32:11 **emergency** appropriation is: **\$0**

The amount you wish to use to **set tax rate**: **\$0**

The amount you wish to **retain** is: **\$2,964,461**

I hereby acknowledge that I have been advised by the DRA on the recommended retainage ranges as described above.

Signature of town/city official: _____

Title of town/city official: _____

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fifteenth day of October in the year Two Thousand and Thirteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

and the Construction Manager:

(Name, legal status and address)

Milestone Engineering & Construction, Inc.

1 Horseshoe Pond Lane

PO Box 2279

Concord, NH 03302-2279

for the following Project:

(Name and address or location)

Lee Public Library Community Center

The Architect:

(Name, legal status and address)

Dennis Mires, P.A.. The Architects

697 Union Street at Union Square

Manchester, NH 03104

The Owner's Designated Representative:

(Name, address and other information)

Katrinka Pellecchia, Chair, LPLCC & Julie Glover, Town Administrator

Town of Lee, New Hampshire

7 Mast Road

Lee, NH 03861

The Construction Manager's Designated Representative:

(Name, address and other information)

Frank H. Lemay, President

1 Horseshoe Pond Lane

PO Box 2279

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1767520342)

Concord, NH 03302-2279
The Architect's Designated Representative:
(Name, address and other information)

Dennis B. Mires, President
Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

(Paragraphs deleted)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The construction management fee shall be three and one half percent (3.5%) of the cost of the work. The fee will be fixed at the time the GMP Amendment (Exhibit A) is signed by all parties.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The fee for any changes after the establishment of the guaranteed maximum price (GMP) shall be five percent (5%) of the cost of work. No additional fee for overhead and profit will be allowed.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Markup for subcontractor's overhead and profit shall be limited to ten percent (10%).

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the standard rate paid at the place of the Project. The C.M. Fee shall not apply to C.M. owned equipment rented to the project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

All cost savings to the GMP shall accrue to the owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project

except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

The wages and salaries of the project manager and the general superintendent will be a billable cost when working on the project in accordance with the schedule in Article 11.5.

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

See Article 11.5

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation,

minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. (See Article 11.5)

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

(Paragraph deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

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§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. All subcontractors shall have ten percent (10%) retainage withheld.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for

withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Products-Completed Operations	\$2,000,000.00
Aggregate	
Automobile Liability	
Each Accident	\$1,000,000.00
Umbrella Coverage	
General Aggregate	\$10,000,000.00

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

Init.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner. for the reasons set forth in Section 14.1.1 of A201–2007.

(Paragraph deleted)

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be based on the percentage of completion, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

See attached schedule of wages for administrative personnel.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Selectmen
Town of Lee, New Hampshire
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Frank H. Lemay, President
Milestone Engineering & Construction, Inc.
(Printed name and title)

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for Information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:13:08 on 11/06/2013.

PAGE 1

AGREEMENT made as of the Fifteenth day of October in the year Two Thousand and Thirteen

...

Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

...

Milestone Engineering & Construction, Inc.
1 Horseshoe Pond Lane
PO Box 2279
Concord, NH 03302-2279

...

Lee Public Library Community Center

...

Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104

...

Katrinka Pellecchia, Chair, LPLCC & Julie Glover, Town Administrator
Town of Lee, New Hampshire
7 Mast Road
Lee, NH 03861

...

Frank H. Lemay, President
1 Horseshoe Pond Lane
PO Box 2279
Concord, NH 03302-2279

PAGE 2

Dennis B. Mires, President
Dennis Mires, P.A., The Architects
697 Union Street at Union Square
Manchester, NH 03104

PAGE 8

~~ARTICLE 4 — COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES~~

~~§ 4.1 Compensation~~

~~§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:~~

~~§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)~~

~~§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

~~§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

~~§ 4.2 Payments~~

~~§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)~~

~~—%~~

...

The construction management fee shall be three and one half percent (3.5%) of the cost of the work. The fee will be fixed at the time the GMP Amendment (Exhibit A) is signed by all parties.

...

The fee for any changes after the establishment of the guaranteed maximum price (GMP) shall be five percent (5%) of the cost of work. No additional fee for overhead and profit will be allowed.

...

Markup for subcontractor's overhead and profit shall be limited to ten percent (10%).

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the standard rate paid at the place of the Project. The C.M. Fee shall not apply to C.M. owned equipment rented to the project.

PAGE 9

Not applicable

...

All cost savings to the GMP shall accrue to the owner.

PAGE 10

The wages and salaries of the project manager and the general superintendent will be a billable cost when working on the project in accordance with the schedule in Article 11.5.

...

See Article 11.5

PAGE 11

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the ~~site and reasonable petty cash expenses of the site office site.~~

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. (See Article 11.5)

...

~~§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.~~

PAGE 13

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty five (25) days after the Architect receives the Application for Payment.

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

...

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. All subcontractors shall have ten percent (10%) retainage withheld.

PAGE 15

<u>Commercial General Liability</u>	
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal & Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Products-Completed Operations</u>	<u>\$2,000,000.00</u>
<u>Aggregate</u>	
<u>Automobile Liability</u>	
<u>Each Accident</u>	<u>\$1,000,000.00</u>
<u>Umbrella Coverage</u>	
<u>General Aggregate</u>	<u>\$10,000,000.00</u>

...

Litigation in a court of competent jurisdiction

PAGE 16

~~§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.~~

PAGE 17

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be ~~calculated as if the Work had been fully completed by the Construction Manager, based on the percentage of completion,~~ utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

...

See attached schedule of wages for administrative personnel.

PAGE 18

Selectmen
Town of Lee, New Hampshire

Frank H. Lemay, President
Milestone Engineering & Construction, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Frank H. Lemay, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:47:03 on 11/06/2013 under Order No. 2144002406_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA[®] Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Schedule of Wages and Associated Charges Lee Public Library

November 5, 2013

Personnel

Project Manager

Hourly Wages	\$35.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$21.00/Hour</u>
	\$50.00/Hour

General Superintendent

Hourly Wages	\$35.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$21.00/Hour</u>
	\$56.00/Hour

Project Superintendent

Hourly Wages	\$35.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$21.00/Hour</u>
	\$56.00/Hour

Assistant Superintendent

Hourly Wage	\$25.00/Hour
Insurance & Taxes on Labor @ 60%	<u>\$15.00/Hour</u>
	\$40.00/Hour

Vehicle Expense

Superintendent Vehicle (Pickup Truck)	\$175.00/Week
Other Vehicle Travel	\$0.50/Mile

Julie Glover

From: Frank Lemay <frank@milestoneengcon.com>
Sent: Tuesday, November 05, 2013 1:31 PM
To: 'Julie Glover'
Cc: 'Dennis Mires'; 'Katrinka Pellecchia'
Subject: RE: Changes to the A133

Julie,

See below

Frank

Frank H. Lemay PE, President

P: 603-226-3877
F: 603-226-3361
E-Mail: frank@milestoneengcon.com
Milestone Engineering & Construction, Inc.
PO Box 2279; 1 Horseshoe Pond Lane
Concord, NH 03302-2279
www.milestoneengcon.com



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From: Julie Glover [mailto:townadministrator@leenh.org]
Sent: Tuesday, November 05, 2013 12:42 PM
To: 'Frank Lemay'
Cc: 'Dennis Mires'; 'Katrinka Pellecchia'
Subject: RE: Changes to the A133

Mr. Lemay:

Thank you for the quick response. Please let me counter with the following:

- 1) Julie Glover should be added; please keep Katrinka Pellecchia listed as an Owner's rep as well
Will do.
- 4) I want to elaborate on my request that change orders not include Overhead & Profit (no.4.) I agree that a 5% CM Fee can be applied to approved Change Orders; however, I am familiar with some contracts that have also allowed OH&P to be placed on a CO, in addition to the fee. I am requesting that only the 5% fee be applied. The Agreement (and by reference the A201-2007) makes reference to OH&P (A201-2007 Art. 7.3.7) on Change Orders, and, even though Art. 6.8.1.3 appears to specifically exclude OH&P as a reimbursable cost, I prefer explicit language that OH&P will not be applied to Change Orders.

Julie Glover

From: Julie Glover <townadministrator@leenh.org>
Sent: Tuesday, November 05, 2013 12:42 PM
To: 'Frank Lemay'
Cc: 'Dennis Mires'; 'Katrinka Pellecchia'
Subject: RE: Changes to the A133

Mr. Lemay:

Thank you for the quick response. Please let me counter with the following:

- 1) Julie Glover should be added; please keep Katrinka Pellecchia listed as an Owner's rep as well
- 4) I want to elaborate on my request that change orders not include Overhead & Profit (no.4.) I agree that a 5% CM Fee can be applied to approved Change Orders; however, I am familiar with some contracts that have also allowed OH&P to be placed on a CO, in addition to the fee. I am requesting that only the 5% fee be applied. The Agreement (and by reference the A201-2007) makes reference to OH&P (A201-2007 Art. 7.3.7) on Change Orders, and, even though Art. 6.8.1.3 appears to specifically exclude OH&P as a reimbursable cost, I prefer explicit language that OH&P will not be applied to Change Orders.
- 6) I was requesting that when the fee is established ("fixed") it not be calculated by including rental for CM-owned equipment.
- 15) Just so we are clear, you will be providing two separate bonds; a Performance Bond, and a Labor and Materials Payment Bond (the latter is a requirement under NH RSA 447:16)

Please let me know if you have any questions.

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

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

From: Frank Lemay [mailto:frank@milestoneengcon.com]
Sent: Tuesday, November 05, 2013 11:08 AM
To: 'Julie Glover'
Cc: 'Dennis Mires'; 'Katrinka Pellecchia'
Subject: RE: Changes to the A133

Julie,

I reviewed your November 4,2013 letter regarding the contract. My responses are as follows,

1. Agreed; Julie Glover, Town Administrator will be the owner's designated representative
2. Agreed; Article 4 will be deleted
3. Agreed; The wording will be changed to the wording presented
4. NOT Accepted; I really can't agree to this. If there is a change we should be fairly compensated for it. We will fix the fee for the scope of work included in the GMP drawings. If that scope changes, we should be compensated.



TOWN OF LEE
Town Administrator
7 Mast Road
Lee, New Hampshire 03861
(603) 659-5414

November 4, 2013

Frank H. Lemay
Milestone Engineering & Construction, Inc.
PO Box 2279
Concord, NH 03302-2279

RE: Lee Public Library & Community Center
AIA A133 – 2009

Dear Mr. Lemay:

At the October 28, 2013 Board of Selectmen's meeting, I was charged with reviewing the presented Construction Manager Agreement referenced above, with input from members of the Library Building Committee and the Town's legal counsel, and to request changes to the document that I deemed to be in the best interests of the Town of Lee. The Board is prepared to review and approve this modified agreement at the November 12th meeting.

After considerable review and with clarifications from both yourself and Dennis Mires, P.A., I am requesting that you make the following revisions:

- 1) Add Julie Glover, Town Administrator as Owner's designated representative
- 2) Delete Article 4 in its entirety
- 3) Article 5.1.1 – Change to read "The fee will be fixed at the time the GMP Amendment is signed by all parties."
- 4) Article 5.1.2 – Add: "The CM will not add OH&P to Changes in the Work."
- 5) Article 5.1.3 – Need to establish an upper limit for subcontractor OH&P on change orders
- 6) Article 5.1.4 – Note that the standard rental rate for CM-owned equipment is 90%. Request that the CM fee not be applied to CM-owned equipment rentals.
- 7) Article 6.2.2 – Since it is specifically noted that the PM and GS wages are going to be billed to the project, these personnel and their rates should be indicated in Article 11.5
- 8) Article 6.2.4 – These costs should be included in the billable rates indicated in Article 11.5
- 9) Article 6.5.4 – Strike "and reasonable petty cash expenses of the site office."



TOWN OF LEE
Town Administrator
7 Mast Road
Lee, New Hampshire 03861
(603) 659-5414

Page 2 of 2

Mr. Frank Lemay

November 4, 2013

- 10) Article 6.5.5 – If this is intended to only mean the PM and GS, it should be so stated. If this is intended to mean mileage reimbursement from your home office to the job site, it should be so stated.
- 11) Article 6.6.9 – Strike in its entirety.
- 12) Article 7.1.3 – This does not make sense as written. If the Architect gets the Application for Payment by the first of the month, we have until the 25th of that month to make payment. But if the Architect receives the Application on any other day of the month, we have 15 days to pay. This means that if the application is received on days 2-9, we have less time to pay. Please modify.
- 13) Article 7.1.7 – It appears that payments to subcontractors and materials costs do not have retainage applied to them. The 5% retainage should be applied to all aspects of the work and the subcontracts should include that language, unless...
- 14) Article 7.1.8 – suggests that each subcontract could have a different retainage rate?
- 15) Article 8 – See attached for the Town's standard insurance requirements, including having the Town named as an additional insured. Also, NH law requires a Labor and Materials payment bond for any project in excess of \$35,000.
- 16) Article 10.1.2 – Strike in its entirety.
- 17) Article 10.2.2 – Change to: ..."the CM's fee shall be calculated based on a percentage of completion."
- 18) Article 11.5 – Add Personnel and related charges

Please feel free to contact me if you have any questions.

Sincerely,

Julie E. Glover
Town Administrator

Cc: Board of Selectmen
Library Community Center Building Committee
Dennis Mires



**LEE FIRE & RESCUE
D E P A R T M E N T**

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

RE: Tuition Reimbursement

Dear Select Board,

I am writing to you to advise you of my intentions of pursuing an Associate of Applied Science Degree in Fire Science at Columbia Southern University through their online degree program. This degree provides the academic foundation for essential skills in fire service organizations. While this is not a necessity in acquiring a job in the fire service, many departments do advise this is a beneficial degree to pursue. At this time in my career and personal life, I feel like this is the best option for me. I can continue with my job duties and after hours take the classes necessary to obtain this degree. The degree consists of 60 course hours at \$200.00 per hour, bringing the total cost to \$12,000.00. Chief Hoyt has agreed to become a Learning Partner with the University at no cost to the Town. This will provide the department members and their families a 10% tuition discount, an application fee waiver, and textbooks will be provided at no cost through the Textbook Grant Program. With this partnership the cost of the degree will come down to \$10,800.00. I will be speaking with the University to see which of my many certifications I have earned in the past through the New Hampshire Fire Academy and the National Fire Academy can go towards the required credits to further assist with the cost savings.

My long term plan after completing the Degree in Fire Science will be to transfer to Colorado State University and obtain my Bachelors Degree of Science in Fire and Emergency Services Administration.

Columbia Southern University has an open enrollment system and has no predetermined semesters so I will be looking to enroll in January. So I do not overload myself, I will begin by taking only one class. After I complete that class I will then determine if I can accomplish two classes at a time.

I am seeing if the Town can assist me in the payment of these classes, whether it be to pay on a course by course basis prior to the beginning or as a reimbursement upon completion with a predetermined passing grade.

Thank you for taking the time out to assist me.

Sincerely,

Scott Nemet
Captain

800.977.8449 Request Information Apply Now Enroll Now myCSU Search



About CSU Programs Future Students Tuition & Financing Military **Partners** Alumni Live Chat

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Learning Partners

Partner Resources

Learning Partner Scholarship

FAQ

Request Information

Learning Partners

Employees and/or members, along with their spouses and children, are eligible for these special benefits. Combined with the already competitive tuition rate, the quality education offered at CSU is an unbeatable value. Take advantage of this unique opportunity and let us help you take the next step in your career!

[View a list of all CSU Learning Partners.](#)

With all degree programs offered completely online, there is no need for students to miss valuable time at work to attend a class or take a test. Our open enrollment and self-paced programs give students the flexibility to fit their education around their career and family commitments.

Visit the [admissions section](#) of our website to learn more about the benefits of achieving your educational goals with CSU.



[See all CSU Online Degree Programs and Certificates](#)



Custom Partner Organization Sites



Please note that it is the student's responsibility to let CSU know that you are a member of one of our learning partner organizations. Please contact your Admissions Advisor or Student Support Specialist to have the discount applied to your record.

Columbia Southern University | 21982 University Lane | Orange Beach , AL 36561 | 800.977.8449

- | | | | |
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Foundations of Local Government Leadership: Level 1

APPLICATION - 2014

Antioch University New England in Partnership with Property-Liability Trust, Inc.

Leadership Certification Program, PO Box 2008, Concord, NH 03302-2008
Phone: 800.646.2758 Fax: 603.224.6093 Email: amonier@healthtrustnh.org

PLEASE COMPLETE ALL PAGES OF THIS FORM.

PERSONAL INFORMATION

Name Scott Nemet
Address 14 Swain Road
Town/City Barrington State NH Zip 03825
Work Phone (603)659-5411 Evening Phone (603)244-8229
Fax (603)659-9611 Cell Phone (603)244-8229
Email Snemet@leefire.org

PROFESSIONAL AND WORK EXPERIENCE

Municipality/County/School/Organization Lee Fire and Rescue Department
Your Title Captain
Description of Duties My duties and responsibilities include training, inspections, firefighting, hazardous materials operations, emergency medical services and fire prevention for the Town of Lee. I am a mid level supervisor responsible for the day to day operations and for the work performance of a group of employees with the same objective.

Business Address 20 George Bennett Road
Town/City Lee State NH Zip 03861

(continued on reverse side)

PROGRAM SELECTION INFORMATION

Please refer to the Course Descriptions in your brochure.

Participation in the Full Certificate program is encouraged; however, students are free to register for individual seminars only, provided that prerequisite requirements are observed and space is available.

Foundations of Local Government Leadership: Level 1 (please check one)

Full Certificate Program Individual Classes Only

(Per Institute policy, if you are registering for the Full Certificate program and you miss a class, you can make it up the following year when it is offered again. However, if you miss the class again, you will have to take the entire program from its inception.)

Breakfast and lunch are provided. All other expenses, such as travel or lodging, are the responsibility of the agency or participant. Registration starts at 8:30 a.m. The classes begin promptly at 9:00 a.m. and finish at 4:00 p.m. Any student leaving early or arriving later than 9:15 a.m. will not receive credit for the class. Confirmations and assignments (if applicable) will be sent two weeks prior to class.

Following are class dates for 2014. Please mark your calendar accordingly.

1. Stepping Up to Leadership

January 8, 2014 (*snow date: January 22, 2014*)

2. Principles of Employment Law

March 19, 2014 (*snow date: March 26, 2014*)

3. *Understanding Our Diverse Workforce and Community

May 7, 2014

**Prerequisites must be met to attend this class; see brochure for details.*

4. Flexible Leadership

June 4, 2014

5. Resolving Conflict Creatively

September 24, 2014

6. Managing the Multi-Generational Workforce

December 3, 2014 (*snow date: December 10, 2014*)

All seminars will be held at the Property-Liability Trust Offices, 25 Triangle Park Drive, Concord, NH.

PLEASE CHECK ONE:

My organization is a member of PLT. I would like to request scholarship assistance.

I have enclosed a check, made payable to Property-Liability Trust, in the amount of \$_____ for registration to the seminar(s) checked above (\$195 per seminar; \$950 for each level's six-part program).

PERSONAL STATEMENT

What are your reasons for enrolling in the Leadership Certification Program? In my position, I have become aware of the necessity to have a leader in place with strong management abilities. I am seeking training to develop and hone my leadership skills. I look to receive training which can assist me in adapting my leadership style to best suit different personalities and their needs in the most productive manner possible.

RECOMMENDATION FOR LEADERSHIP CERTIFICATION PROGRAM

Application for the Leadership Certification Program Level 1 requires a recommendation by an **elected official or supervisor**.

What are your reasons for recommending this person to the Leadership Certificate Program?

Print Name _____ Title _____

Signature _____

Please submit your application and any other accompanying paperwork to:

Ashley Monier
c/o Property-Liability Trust, Inc.
PO Box 2008
Concord, NH 03302-2008

Applications must be received no later than 30 days prior to the first class you will be attending.
You may fax your completed application and written recommendations to 603.224.6093.





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

Office Use Only

Meeting Date: Nov 12, 2013

Agenda Item No.8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/12/2013

Agenda Item Title: Credit Card & Online Payments

Requested By: Town Clerk/Tax Collector **Date: 11/8/2013**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Institute an online payment system that can accept credit cards and/or checks for property taxes, motor vehicle registrations, dog licenses, building permits, etc. and to also accept credit card payments "at the counter." Proposing to use Interware system (EB2GOV) which is our existing vendor.

Financial Details: No additional software costs, minimal (\$100) hardware cost for extra card reader. All fees are borne by users.

Legal Authority RSA 80:52-c Electronic Payment and WA 29-2008

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to authorize the Town Administrator to work with all departments that accept payments, but especially the Town Clerk/Tax Collection and Planning & Zoning Administrator to institute online payments and acceptance of credit cards both online and in-person, in accordance with the Warrant Article adopted in 2008 pursuant to NH RSA 80:52-c.

TITLE V TAXATION

CHAPTER 80 COLLECTION OF TAXES

Miscellaneous Provisions

Section 80:52-c

80:52-c Electronic Payment. – The governing body may authorize the municipality's treasurer or other appropriate municipal official to accept payment of local taxes, charges generated by the sale of utility services, or other fees or charges by use of a credit card, debit card, or such other means of electronic transaction as approved by the governing body. Any municipality may add to the amount due, in addition to any penalties and interest payable, a service charge for the acceptance of the credit card, debit card, or such other means of electronic transaction as approved by the governing body. The municipality, at the time of billing, shall disclose the amount of the service charge.

Source. 1994, 2:2. 1995, 137:4. 2001, 78:2. 2009, 37:1, eff. July 14, 2009.

TOWN OF LEE NEW HAMPSHIRE
Minutes of the 2008 Town Meeting
March 11, 2008 - March 14, 2008

The March 2008 Lee Town Meeting was called to order at 8:00 a.m. at the Lee Safety Complex by Moderator Dale T. Swanson. Mr. Swanson read the Town Warrant:

To the inhabitants of the Town of Lee, County of Strafford, State of New Hampshire, qualified to vote in Town affairs:

YOU ARE HEREBY NOTIFIED TO MEET AT THE LEE PUBLIC SAFETY COMPLEX ON TUESDAY, THE ELEVENTH OF MARCH, 2008, TO ACT ON THE FOLLOWING SUBJECTS:

(Polls will open from 8:00 A.M. to 7:00 P.M.)

1. To choose all necessary Town Officers for the ensuing year.
2. To see if the Town will vote to adopt the changes proposed to the Lee Zoning Ordinance and/or Building Codes.

Officials present were Moderator Dale Swanson; Assistant Moderator J. Phillip Stetson; Supervisors of the Checklist, Clara Kustra, Marian Kelsey, and Carla Corey; Town Clerk/Tax Collector, Linda R. Reinhold; Deputy Town Clerk/Tax Collector, Penelope A. Stetson; and, Assistant Town Clerk/Tax Collector, Mary Blair.

Sworn in as Ballot Clerks were Jacqueline Neill, Janice Neill, Patricia Jenkins, Laura Gund, Caren Rossi-Presssey, Mark Weir and Catherine Swanson.

Moderator Swanson closed the polls at 7:00 p.m. and the Lee Town Meeting was recessed to March 12, 2008 at Mast Way School to act on Articles 3 through 32.

Moderator Swanson reconvened the March 2008 meeting

2) Any outstanding balance remaining in the Farmer's Market Account currently being managed by the Lee Agriculture Committee shall be automatically transferred to the newly formed Lee Agriculture Commission as authorized and pursuant to RSA674-44g. (The Selectmen recommend this warrant article. Majority vote required.)

Article 29 moved by Eric Sawtelle, seconded by Selectman Griswold.

Geoff Carlton moved the question. The question was moved by majority vote.

ARTICLE 29 ADOPTED.

30. To see if the Town will vote to accept the following Ordinance:

Acceptance of Credit Cards
The Town Clerk- Tax Collector and/or any other Municipal Official or department, as authorized by the Board of Selectmen, will be allowed to accept credit card payments pursuant to RSA 80:52-c for the collection of local taxes, charges generated by the sale of utility services or other fees by use of a credit card. The Town will add to the amount due, in addition to any interest and penalties payable, a service charge for the acceptance of the card. The amount of the service charge shall be disclosed at the time of the billing. The Board of Selectmen may adopt rules and or regulations regarding the collection procedures.

Article 30 moved by Allen Dennis, seconded by Selectman Griswold.

ARTICLE 30 ADOPTED.

32. To transact any other business which may legally come before this meeting.

There being no other business Phil Stetson moved to

adjourn. Bob Smith seconded.

Motion passed.

Moderator Swanson adjourned the meeting at 1:00 am Friday, March 14, 2008.

Respectfully submitted,

Linda R. Reinhold
Town Clerk/Tax Collector

Welcome to e-government! EB2Gov offers any government agency a unique payment and information solution that keeps government connected with citizens 24 hours a day, 7 days a week. Offer your citizens the credit card payment options they have been asking for without the hassle of credit card fees. EB2Gov's services are safe, simple and secure.

Quick & easy process from start to finish

Step #1

Customer enters his/her e-mail address and account number or payment amount

Step #2

Customer reviews information to send to the shopping cart and pays via credit card or electronic check

Step #3

Customer requests are downloaded by the clerk and processed as normal- payments are on their way to the bank

Benefits of Online Transactions

- Provide a low cost, simple and effective service to the community
- Reduce office traffic and increase local website visibility
- Easy sign up and installation; add new services or payment types any time
- Save valuable time by processing all payments at once
- Speed revenue collection and increase your cash flow
- Local control of the process is maintained, including services and payment types offered
- Clerks can request their citizen's transactions at any time allowing them to process at their convenience

Diverse Payment Options

Credit/Debit Cards, ACH, E-Check & Mail-in

- Accept Credit Card payments over the Internet and/or over-the-counter with one swipe
- Reduce insufficient funds checks by accepting Credit Cards and ACH payment options. Electronic payments are processed before paper checks, securing funds to your account quicker.
- Funds settle in batch into your bank account within 48 hours

Transaction Possibilities



Free Self-Help Customer Services

Property Tax Center

- Citizens have access to property tax information via search options including property ID, owner name or address
- Projections on current principal may be made and based on any future date

E-Reg Estimates

- Allows citizens to obtain registration estimates for new vehicles and renewals
- Seamless integration with Blue Book data allows for dynamic population of list price and weight, accessible by lookup via VIN or year/make/model

Transaction Status

- Access the status of any transaction completed online 24/7
- Provides customer with detailed information about which step of the process his transaction has reached



Unique Features

Custom Options

- Write your own custom instructions to prompt citizens for specific information on any item ie; beach stickers & transfer station permits.
- Personal Town/City launch page created with custom verbiage and Town/City seal or logo.
- A municipal fee may be added to each transaction or each group of transactions to re-coop processing/ mailing costs.
- Allow citizens to view charges in detailed or summarized formats.
- Citizens enter payment in full or, if municipality allows, citizens can enter partial payments.

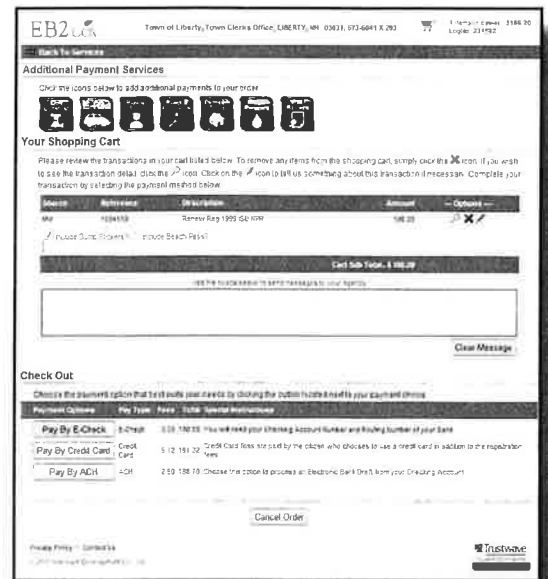


Bill Presentation

- Customized e-mail notices may be sent in lieu of or in addition to traditional paper Motor Vehicle Renewal Notices as part of the normal mail-in process.
- Provide citizens with quick and easy access to all invoices on their account by issuing and displaying PIN numbers on their printed invoices and bills.

Shopping Cart

- EB2Gov provides one-stop shopping for citizens with the ability to add multiple transactions to one shopping cart.
- Messages can be sent by the citizen to the clerk directly per transaction or per session.
- Prompt citizens with questions to allow additional "no charge" items to be added to their shopping cart, such as a dump sticker or a beach pass.



Dedication to Trust & Security

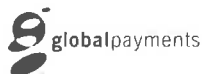
MagTek

Our card swipe devices are encrypted starting at the read heads using MagnaSafe™ technology. This technology is designed to exceed PCI compliance regulations by leveraging strong encryption, counterfeit detection, secure tokenization, tamper recognition, data relevance and integrity, and dynamic digital transaction signatures, which together *validate and protect the entire transaction and each of its components.*



Global Payments

One of the world's largest transaction processors, serving customers in the United States, Canada, Europe, the United Kingdom, Russia and the Asia-Pacific region. Industry leader in electronic transaction processing services for over 40 years, offering World-class customer service with solutions support, merchant accounting and fraud management services.



www.eb2gov.com

G4 Communications

G4 houses our EB2Gov servers on an advanced IP fiber-optic backbone. This environment is protected with full back-up, redundancy, emergency provisioning and multiple internet access points. EB2Gov has maintained high performance connectivity since 2004 with 100% up time.



Trustwave

Interware employs Trustwave to analyze and validate our compliance with the credit card industry standards as we transmit data. EB2Gov does not store sensitive data. With our services you can be assured you do not store it as well.



Call Today for More Information!

Sandra Rowe
Interware Development Company, Inc.
PHONE 1-877-357-7100 FAX 603-673-2241
sales@interwaredev.com

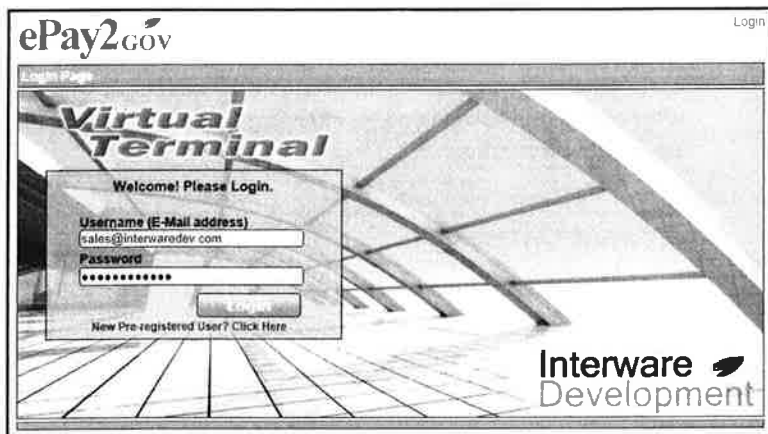
ePay2Gov Web Based Payments

Municipalities, schools and other government agencies can offer citizens the option to pay by credit card without budgeting for or absorbing the credit card fees. EPay2Gov's Convenience Fee Service lets government agencies offer citizens the option to pay taxes, licenses and fees via credit card online or over the counter with one card swipe.

Agency receives 100% of payment. We receive 100% of the fee. We cover all transaction costs.

Browser Based Point of Sale Transaction Possibilities

- Credit Card Swipe, via secure card readers
- Card Not Present
- Automatic Clearing House (ACH)
- Cash*
- Personal Check*



Benefits

- Improve customer service
- Speed collections
- Raise productivity
- Cut operational costs
- Fewer phone calls into your office
- Increase compliance
- Reduce returned checks

Features

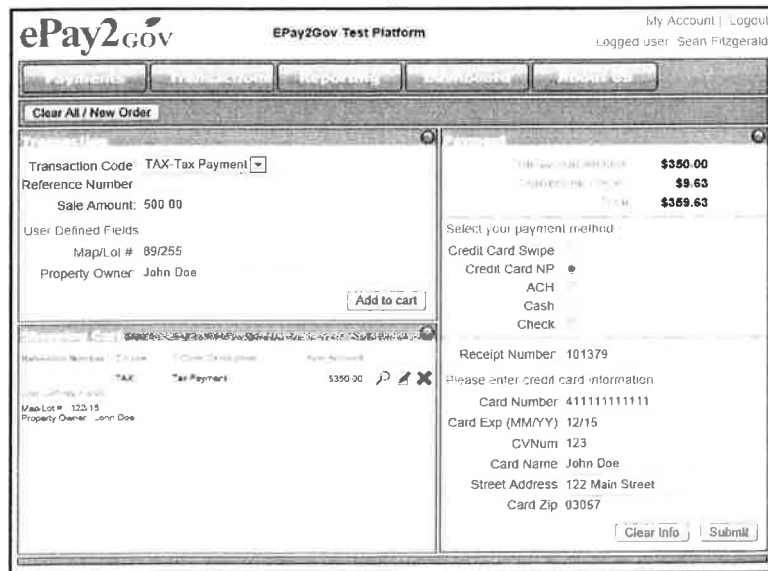
- Simple installation and minimal sign up fees
- Any department equipped with a PC can take credit cards**
- Unique login for each clerk with grouping by department
- Single credit card swipe per transaction
- Clerk can be prompted to collect additional data from customer
- Convenience fee paid by customer
- End-to-end automation through unique software integration methods
- Extensive, real-time reporting

Unmatched Security

- Website utilizes strongest encryption available, 2048-bit
- Credit card data is encrypted at the device read head with Magnasafe technology by MagTek™
- Transactions are processed through our Level 1 PCI compliant partner-Global Payments

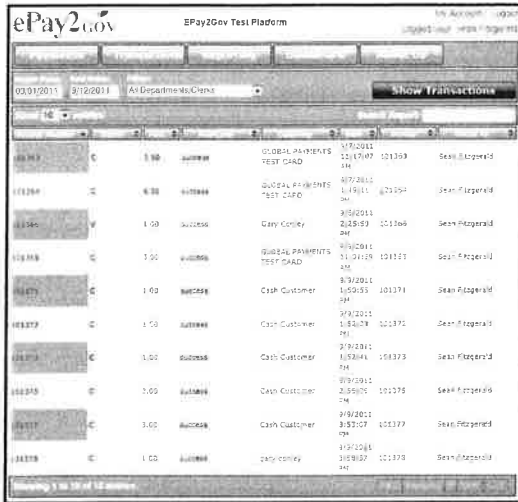
*Available with subscription

**Requires Internet Explorer 7 or greater



Point of Sale Reporting and Exporting

- All data is in real-time which allows users to see transactions as they occur
- Reports can be viewed on the screen and downloaded to a PDF or Excel file customized based on date range, clerk, department and more
- Data can be exported into a variety of formats including comma delimited and xml for easy importing into current systems
- Smart search technology allows user to instantly narrow data by any criteria as he/she types



The screenshot shows the ePay2Gov Test Platform interface. At the top, it displays 'ePay2Gov' and 'Epay2Gov Test Platform'. Below this, there are search filters for dates (03/01/2011 to 3/12/2011) and a dropdown for 'All Departments/Clers'. A 'SHOW TRANSACTIONS' button is visible. The main area contains a table with columns for transaction ID, amount, status, and description. The table lists several transactions, including 'GLOBAL PAYMENTS TEST CARD' and 'Cash Customer'.

ID	Amount	Status	Description	Date	Clerk
11134	1.00	SUCCESS	GLOBAL PAYMENTS TEST CARD	3/12/2011	Sean Fitzgerald
11134	6.00	SUCCESS	GLOBAL PAYMENTS TEST CARD	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	GLOBAL PAYMENTS TEST CARD	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald
11134	1.00	SUCCESS	Cash Customer	3/12/2011	Sean Fitzgerald

Payment Processing

EPay2Gov and Global Payments work together to ensure each transaction entering the system is held to the highest of security standards.

Learn more about Global Payments

- One of the world's largest transaction processors, serving customers in the United States, Canada, Europe, the United Kingdom, Russia and the Asia-Pacific region
- Industry leader in electronic transaction processing services for over 40 years
- World-class customer service with solutions support, merchant accounting, and fraud management services



Call Today for More Information!



Sandra Rowe
Interware Development
PHONE 1-877-357-7100
FAX 603-673-2241
sales@interwaredev.com

Who can utilize ePay2Gov?

Virtually any Agency

- Government
- Cable
- Utilities
- Bail & Bond Payments
- Schools/Colleges
- Postal Services
- Tolls
- Fuel Dealers
- Insurance Sales
- Charitable Organizations
- Court Costs & Fines
- And more...

Levels of Integration

We recognize that each agency is unique and have developed a variety of integration options to suit the needs of our customers. Whether you have no web presence or you have developed each aspect of your website and just need a payment option- we can work with you to accomplish your payment goals.

Full Suite

- Virtually any service or fee can be presented online direct from your website with our EB2Gov product. We handle all payments from start to finish with custom verbiage throughout.

Shopping Cart

- Allow your customers to add their items to our unique shopping cart. We direct your customers back to your municipal website after each item is added and/or after they complete and submit payment information.

Interfaced Gateway

- Agency provides the website and shopping cart. ePay2Gov will process and complete the check out process.
- PCI compliance is handled by ePay2Gov.

Non-Interfaced Gateway

- The non-interfaced gateway is the lowest level of integration with our unique convenience fee payment processing system.
- Provides a mechanism for processing credit card and ACH transactions where the agency is responsible for capturing the credit card or banking information.
- This requires a high level of PCI compliance on the part of the agency.



Registration Renewals Online

Citizens have been requesting their renewals online since 2004 with E-Reg now in over 80 towns and cities. Offered as an add-on to ClerkWorks or integrated with existing Motor Vehicle systems, *any municipality can use E-Reg!* This system is designed to provide “do-it-yourself” functionality, thus maximizing the efficiency of the Town Clerk or City Tax office. E-Reg is a low cost, “pay as you go,” simple and effective solution for the municipality and community.

E-Reg Renewal is easy as 1-2-3

Unique Features

Citizen

- Renewal Requests for Motor Vehicle Permits/Registrations of any plate type from any internet access point, at any time.
- Renewals can be requested by anyone including commercial, corporate or residential citizens.
- Only the town fees will be calculated and displayed when the municipal agent cannot complete the State portion of the registration for overweight vehicles, APRO plates, etc.
- Multiple renewals can be requested online at the same time with the ability to add or delete additional transactions as necessary.
- Add other service payments to one shopping cart.
- Detailed, municipal-specific, itemization of all individual charges are displayed for verification by the citizen, “show me the detail.”
- Citizens are offered direct e-mail support from Interware’s support team who are well versed in New Hampshire Municipal and State Motor Vehicle laws.
- A confirmation e-mail is automatically sent to the citizen, verifying the renewal information was received.
- PIN numbers can be issued on printed mail-in notices allowing citizens to enter their pin for quick, easy access to all vehicles due for renewal. Great for Fleets!
- Comprehensive Frequently asked Questions.
- Special messages for specific plate types, i.e. veteran, handicap etc.

Municipal

- Easy to install and setup, regardless of what program is utilized to process registrations. No need to change your software!
- Municipal profile established to define custom verbiage, payment options offered, Town/City logo displayed, etc.
- Municipal and State messages are incorporated into E-Reg to stop the citizen process, if necessary. Revocations are loaded monthly from state files. Red flag messages can be added to any plate to prevent renewal requests from being made online due to parking fines, bad checks, etc.
- Town/City office may access E-Reg renewal requests at any time to process at their convenience. E-Notifications are set up to alert you that transactions are waiting online.
- Local control of the entire process is maintained, including the printing of the registration(s) as well as state and local fee collection.
- Use existing local and state reports to integrate E-Registrations into your day’s business.
- Multiple payment types including credit cards, ACH, e-checks and via mail.
- E-Reg captures and reports back e-mail address, phone numbers, survey results, volume by date range.

Plate Number	Plate Type	Expiration Date	Last Registration Date		
01LFE	PASS	06/30/2011	06/24/2010		
Year	Make	Model	List	Weight	VIN
2003	BMW	525i	38,900.00	4255	700000000000021287
Local Fees	State Fees	Other Fees	Total Registration Fees		
\$27.00	123.20	.00	250.20		

Free Self-Help Citizen Services

Estimates

- Reduce phone calls into your office by offering estimates!
- Citizens can request estimates on new vehicles and renewals 24 hours a day, 7 days a week.
- Seamless integration with Blue Book data allows for accurate population of list price and weight, accessible by lookup via VIN or year/make/model.
- Town/City Clerks can utilize the Blue Book data built into estimates rather than paying for the books separately. Make it your tool to look up RV's and heavy trucks! \$

Renewal Notices

- E-Reg comes with full renewal notice system, printed or E-mail or a combination of both.
- The option to reduce paper waste may be utilized through the distribution of E-mail Renewal Notices. \$ ♻️
- E-mail addresses are automatically captured and saved when a customer processes a transaction online, enabling ease of E-mail Renewal Notice distribution and a direct way for clerks to communicate with customers.
- Custom messages can be added to your printed or e-mail notices.
- Single E-mail notices can be sent outside of a bulk sending, by PIN number or E-mail address.

EB2Gov Town of Liberty, Town Clerks Office, LIBERTY, NH 03051, 603-641 X 203 © Items in Cart: 30.00 Login 0

Back To Services

We are pleased to provide you with the ability to receive quick and convenient Estimates for your vehicle registrations. The fees calculated are subject to change and may vary depending upon how, when and where you complete the registration process.

THESE CALCULATIONS ARE ONLY ESTIMATES AND NOT OFFICIAL QUOTES

There are two ways to get an Estimate, by Plate Number or by Vehicle. Estimates by Plate Number will allow you to get an estimate for up to 5 vehicles at a time. An estimate by Vehicle requires you to know the gross vehicle weight (GVW) and the manufacturer suggested retail price (MSRP). If you don't know these values, you can use the tools provided. Select the option most appropriate for the type of estimate you wish.

Estimates by Vehicle | Estimates by Plate Number

Estimate by Vehicle

Vehicle Type: Automobile / Small Truck / RV Motorcycle Trailer Heavy Truck

Trans Type: New Renewal

Plate Type: Passenger Motor Veteran

Plate Style: Regular Vanity

For New Vehicle Estimates please complete the following:

New Plate? (check if you will be needing a new plate)

Private Sale? (check if this is a sale between private parties)

Individual Owner - Enter month of birth: October

Corporate Owner / Lease - Enter license:

Vehicle Information

Model Year: 2012

Make: AUDI

Model: A7

Weight: 4960

List Price: 59250

Don't know the weight and / or list price? [Lookup by VIN](#)

Lookup by year/make and model

*mpg suggested retail price - not necessarily what you paid

Lookup vehicle by Year, Make and Model

Year	Make	Model	Description / Select
2012	AUDI	A7	4dr 3.0 Quattro Prestige

E-Notice

The following vehicles are due for renewal:

Plate	Year	Make	Model	Year	Make	Model	Year	Make	Model	Year	Make	Model
235A949	2012	AUDI	EXPLODER	12	AUDI	A7	2012	AUDI	A7	2012	AUDI	A7
T25463	2012	AUDI	EXPLODER	12	AUDI	A7	2012	AUDI	A7	2012	AUDI	A7
										Total...	508.00	117.00

You can renew eligible (these vehicles only) if there are vehicles listed here that you no longer own, you can request for a refund. They can be removed from the shopping cart. This refund process will take 2-3 business days to be reflected online.

If Renew Now image is missing - you can register by clicking here!

If you wish to renew your registrations, please make all your checks as follows:

Town of Liberty:	104.00
State of NH:	117.00
Total Due:	221.00

Visit our website today to see all of our online services. You can renew a dog license, request a visit before or pay for your property tax or utility bill.

Contact
Town of Liberty
The Office of the Town Clerk
Liberty, NH 03031
603-555-5000
stowe@interwaredev.com

* A small convenience fee is added to all web transactions and are paid to EB2Gov, the provider of these services. EB2Gov is a "pay as you go" service provided to the municipality at no cost.

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Automatic Calculations of Registration Fees

- Automatic calculation of local excise tax and applicable local agent fees including; municipality-specific fees such as Reclamation Fees, Transportation Tax Fee, etc.
- Automatic calculation of state registration fees for all municipal agent authorized plate types.

Call Today for More Information!

Sandra Rowe
Interware Development Company, Inc.
PHONE 1-877-357-7100 FAX 603-673-2241
sales@interwaredev.com

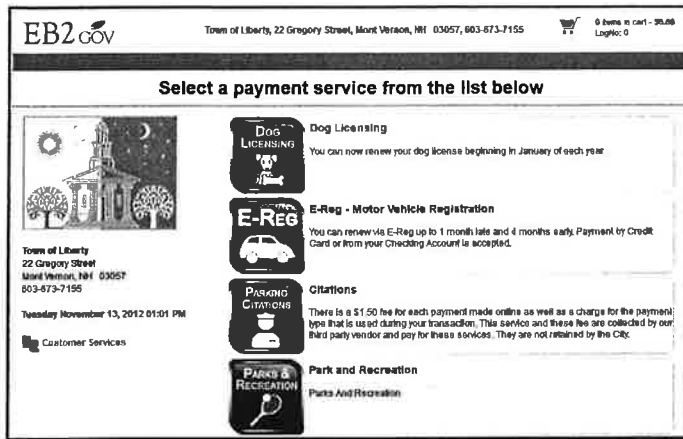


www.eb2gov.com



The Citizen Experience

- The citizen visits EB2Gov.com and after selecting their town, they click the Parks and Recreation icon.



- From here the citizen is presented with all sessions and classes from that program and can now quickly and easily make their selection by clicking the 'Sign Up' button.

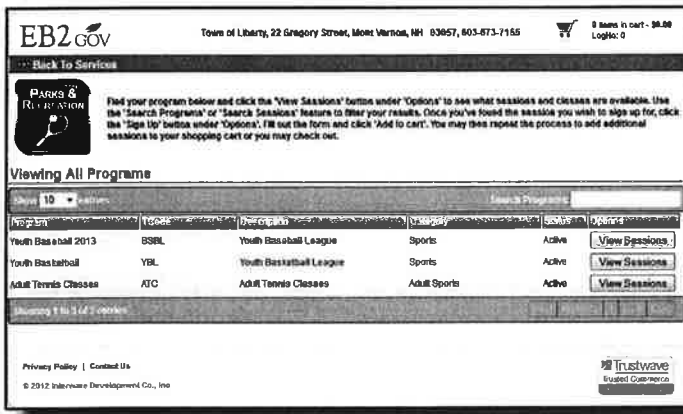
- The citizen then fills out the required information and adds the session or class to their shopping cart. The citizen may then repeat the process to add more sessions or they may proceed through the regular checkout process on our EB2Gov platform.

Future Enhancements

- We are talking to town clerks all over NH to see what features they would like see added, to best serve their community.

Follow us on twitter to get the latest updates.
<http://www.twitter.com/InterwareDev>

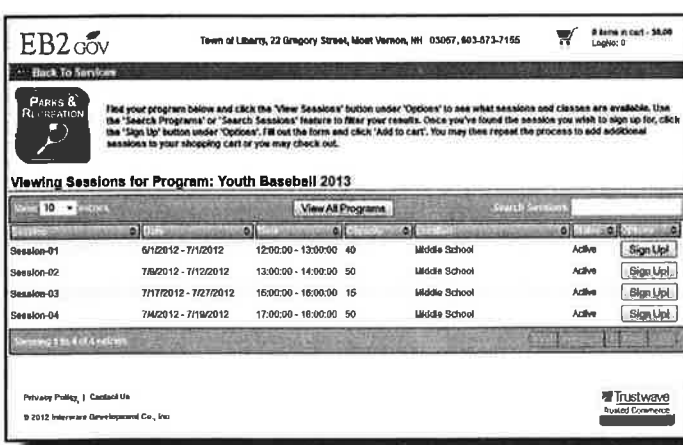
- The citizen is then presented with all the programs for their town.



Additional Product Offerings



- The citizen then clicks the 'View Sessions' button to drill down into individual sessions and classes for the selected program.



And many more...

Call Today for More Information!

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PARKS AND RECREATION - COMING SOON!



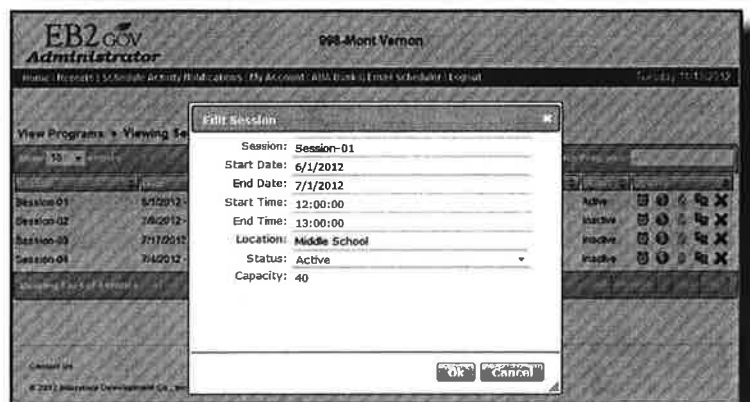
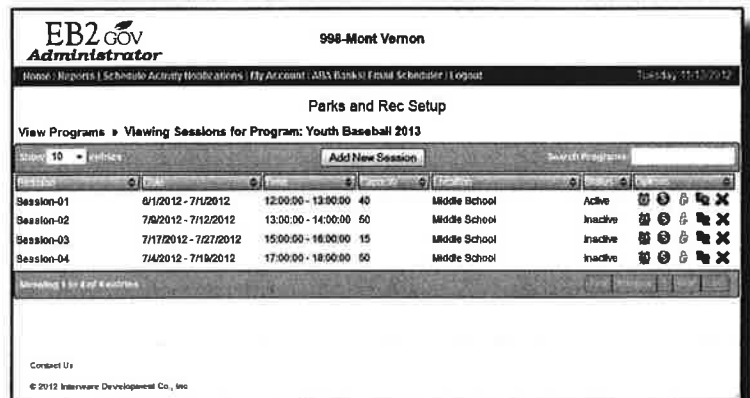
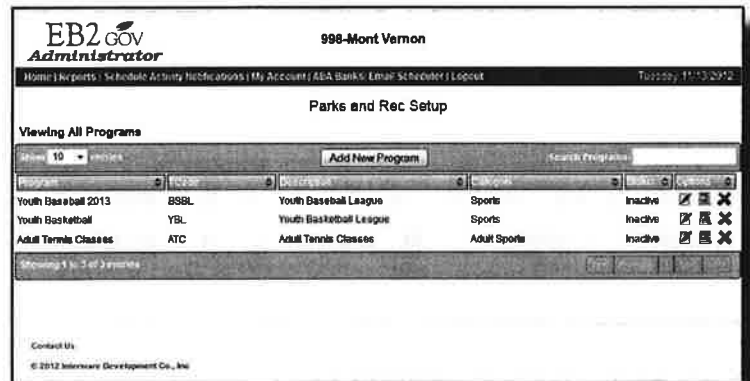
Our new innovative Parks and Recreation software allows clerks to set up and sell their own programs with no hassle! Our 2-tier system allows users to organize groups of sessions (or classes) under a program. Clerks will be able to create as many programs and sessions as they like! Once activated, the program will immediately appear for sale on our EB2Gov platform.

Do it yourself setup with EB2Gov Administrator

- Set and adjust the capacity of each session so you can be sure the right amount of people sign up.
- Keep in touch with your attendees. We store their contact information for you. Send out individual and mass emails.
- Keep your attendee list all in one place. Add offline and in person signups manually to our online system.
- Set up custom fees and custom fee structures. Have a late fee? No problem.
- Low yearly fee!

Unique Features

- Citizens can sign up for a session from any internet access point, at any time.
- Sign up for multiple sessions all in one transaction.
- Integrates with our EB2Gov Platform which allows users to sign up for a session and pay their bills at the same time!
- Diverse payment options are available including credit cards, ACH and e-checks.
- A confirmation e-mail is automatically sent to the citizen verifying their information was received.
- Citizens are able to see whether or not their transaction has been received by the local clerk or has yet to be selected for processing.



Property Taxes & Utility Billing Online

Maximize efficiency, expand payment options, and streamline the business processes of your tax office by adopting the EB2Gov Property Tax/Utility Billing online application. With EB2Gov your citizens can access their account information and make payments 24 hours a day, 7 days a week.

How does the data become available online?

- Virtually any municipality can adopt EB2Gov's Property Tax online application while maintaining its current client-server Property Tax/Utility Billing system.
- We will work with your data and Information Technology staff to develop a file that can be uploaded to EB2Gov automatically.

Custom Invoicing Options

- You can offer your citizens the flexibility of two different payment options: Invoice Pay and/or Pay-by Amount.
 - Invoice Pay allows citizens to view their invoices and select the bill they would like to pay.
 - Pay-by-Amount allows citizens to enter a payment amount and the tax office selects which invoice(s) to apply the payment to.

Historical Information Available

- You can now make historical tax information available to your citizens online!
- Detailed billing information can now be uploaded. Detailed information allows your customers to see exactly what constitutes each bill generated from your office.



Free Self-Help Citizen Services

- Reduce phone calls into your office with the unique features of the EB2Gov Property Tax Center.
- Citizens can look-up property tax information online, such as current tax and interest amount due, as well as variable per diem interest due.
- Per Diem interest rates are calculated automatically *according to your business rules*.
- Interest and cost can be calculated as of a specific date and accessed not only by citizens but also by mortgage companies, realtors, banks, etc.
- Citizens have the option to pay their outstanding balance and/or print, download a PDF or email their account information.

Invoice No	Description	Due	Balance
53075	Tax Bill	20	3,148.64

Call Today for More Information!

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Interware Development Company, Inc.
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sales@interwaredev.com



Dog Licensing

Save a tree and renew with me

Any Municipality Can Use Dogs Online!

Dogs Online, launched in 2007, is a web-based application for capturing dog renewal information for local processing. Dogs Online is offered as an add-on to ClerkWorks at no additional charge or can be integrated with existing licensing systems, making this application available to virtually any municipality across the state.

Automatic Calculation of Licensing Fees

- Dogs Online automatically calculates the appropriate license fees customized specifically for each municipality.
- Senior Citizens are charged a senior rate on their first dog and full price on the second and subsequent dogs.
- Late fees are determined based on a date set by your municipality and applied as the months progress.
- Civil Forfeiture fees can be included based on a specific date with custom charges that adhere to local regulation.
- Municipal-specific household fees can be added to cover the costs associated with Civil Forfeiture distribution.

EB2 dev Town of Liberty, Town Clerks Office, LIBERTY, NH 03031, 673-6041 X 203

0 items in cart \$0.00

Back To Services

Dog Licensing

Save a tree and renew with me

Enter an existing license number.

Click on the "Sample Eli" to see how you would find your current license number. This is the number here to bring up all your dogs. If you look at your dog's license TAG number just prefix it with a 08 (zero then the number 8 followed by a dash). For example: 08-123

License Number:

Expiration Year:

Email Address (required):

Check if pet owner is 65 or older:

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Unique Features

- Citizens can renew their Dog License(s) from any internet access point, at any time.
- All dogs owned by the citizen are displayed on the confirmation screen with only one license entered by the citizen.
- Multiple license renewals can be requested online in one shopping cart with the ability to add additional transactions of any type.
- Diverse payment options are available including credit cards, ACH and e-checks.
- A confirmation e-mail is automatically sent to the citizen, verifying renewal information was received.
- Citizens are able to see whether or not their transaction has been received by the local clerk or has yet to be selected for processing.

EB2 dev Town of Liberty, Town Clerks Office, LIBERTY, NH 03031, 673-6041 X 203

0 items in cart \$0.00

Back To Services

Dog Licensing

Save a tree and renew with me

Please review the following license(s) for renewal.

Important: All of the dogs listed below will be licensed. Use the "Remove this dog" option if the dog is deceased or ownership has changed. Press the continue button to add these license renewals to the shopping cart. Licenses with zero Amount Due will not be added to your cart.

License	Amount Due
License 205 Dog Name: BUDDY Breed: WEIM Color: GRN Age: 11/0 Rabies Exp Date: 5/10/2012 Senior Citizen: No Pet Name: Eli Phone: Eli Messages:	Amount Due: \$11.50
License 206 Dog Name: TOBY Breed: WEIM Color: GRN Age: 11/0 Rabies Exp Date: 7/10/11 Senior Citizen: No Pet Name: Eli Phone: Eli Messages:	Amount Due: \$0.00

Citizen Features & Messaging

- Any dog with an outdated rabies certificate will display with a zero amount due and a customizable message instructing the citizen to provide the municipal office with proper documentation before their license can be renewed.

License: 1661	Vets Name	Amount Due: \$0.00
Dog Name: SADIE	Vets Phone No	
Breed: LAB	Rabies No: 0	
Color: BK	Rabies Exp Date: 9/25/2010	
Altered: Yes	Senior Citizen: No	
Puppy: No		
Messages: The rabies certificate associated with this license appears to lapse prior to the expiration date contemplated by this license renewal. Before the final license can be issued, an updated rabies certificate will need to be provided to this office.		
Submit a license change request		Remove this dog

- An explanation of the penalties for late fees and Civil Forfeitures with links to the State Laws is available for citizens.

EB2 GOV

Explanation of License Penalties

Your license fee includes additional penalties. There are two kinds of penalties that may be assessed:

Late Fees - A late fee of \$1.00 per month shall be assessed for each month the license renewal is late. All license renewals are due by April 30. A grace period of 30 days is granted following which penalties will begin to accrue. (Title XLV Section 466:7)

466:7 Additional Charge Where Payment of License Fee is Delayed. - In addition to the license fees provided in RSA 466:4, there shall be a charge of \$1 for each month or any part thereof that the fees remain unpaid if said fees are not paid before the 1st day of May.

Civil Forfeiture - A civil forfeiture fee of up to \$50.00 will be assessed to all owners of pets who fail to renew an existing license pursuant to RSA 466:1. (Title XLV Section 466:13)

466:13 Forfeiture. - Whoever is the owner or keeper of a dog and who fails to license or renew the dog license pursuant to RSA 466:1 shall forfeit \$25 to the town or city clerk of the municipality in which the dog is kept. If the forfeiture is not made to the town or city clerk within 15 calendar days of the notice of forfeiture, the case may be disposed of in a district court as a violation with a fine not to exceed \$50, notwithstanding the provisions of RSA 551:2. IV. A forfeiture shall not relieve the owner or keeper of the requirement of proper licensing of the dog as required by RSA 466:1. This section shall also apply to cats if the municipality licenses cats. Any forfeitures collected under this section may be retained by the city or town for the administration and enforcement of this chapter.

For a complete reading of NH laws related to the licensing of pets (XLV Chapter 466) you can [click here](#).

Close Window

- Citizens have the option to remove a dog(s) from the confirmation screen or shopping cart. A prompt is displayed to citizens allowing them to automatically send a message to their local clerk indicating the reason for removing the dog.

Remove Dog

Reason: --Select--

--Select--
Deceased
Given Away / Sold
Lost
Moved out of town

Submit Remove Dog Request Cancel

- We enable citizens to automatically send their local Clerk a notification that their license information has changed.

Update Dog License

Dog has been spayed or neutered
Neutered Certificate Number: 579513

Dog has had rabies shots
Rabies Certificate Number: 9547832
Rabies Exp Date: 10/15/2013

Attention: After submitting this request you are **required** to verify your selection by sending your documentation in one of the following ways:

Mail: Liberty Test Data, 123 Main Street, Liberty, NH 03333

Email:

Fax: 603-673-2241

Call: 603-673-7155 if you have any questions.

Submit License Change Request Cancel

Future Enhancements

- New dog entered online by citizens
- Ability for local Clerk to send e-mail notifications for applicable notice types

Additional Product Offerings



And many more...

Call Today for More Information!

Sandra Rowe
 Interware Development Company, Inc.
 PHONE 1-877-357-7100 FAX 603-673-2241
 sales@interwaredev.com



Vitals Online

Benefits

- Process is maintained locally
- Municipal revenues for producing a Vital Record is preserved
- Increase revenues for your municipality
- Allow citizens to make requests at any time, from anywhere
- Reduce paper waste by eliminating the need for customers to fill out applications in your office \$ ♻️
- Save time, customers make requests at their convenience, you process on yours
- Low cost for citizens and municipality
- Any vital record can be requested: Birth, Death, Marriage Certificates, etc.
- Municipality chooses payment types to offer citizens

Process

Step #1: Customer visits municipal website for link to custom Vitals Online site.

Step #2: Customer chooses the type of certificate, number of copies and enters the appropriate information. Customer is required to provide his/her drivers' license, by fax, e-mail or mail.

Step #3: Customer reviews the details of his/her order, submits the information and completes a payment.

Step #4: Municipal Clerk receives an e-mail notification of a pending request(s), which he/she then downloads and processes as if the customer were standing in the office.

Call Today for More Information!

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sales@interwaredev.com



Unique Features

- Special pricing considerations for Death Certificates issued on behalf of a deceased Veteran in accordance with State law.
- Customer information is captured on one screen, dynamically. This makes the flow of the process fast and seamless.
- Customer can track the status of his/her vitals request to see when the information has been downloaded for processing.
- Confirmation e-mail is sent to citizen and clerk immediately following the request with a direct link to view the status.
- All Certificate types are presented and if the Clerk is unable to process the particular transaction, the customer is provided with a link direct to the appropriate page on the Vital Record website.

EB2 GOV Town of Liberty, Town Clerks Office, LIBERTY, NH 03031, 673-6041 X 203 0 items in basket: \$0.00 Login ID

Vital Records

Please Note: A valid picture ID is required in order to process your request. A legible photocopy of the applicant's government issued photo ID needs to be included with this request. If the applicant does not possess a photo ID then they should Check Here

Birth Certificate No. of Copies: 1 Fee Qty: \$12 Additional Copies \$10 Total Certificate Fees: \$15.00

Applicant's Information

Notice: Vitals will be shipped to applicants address only. Any person shall be guilty of a CLASS B Felony if he/she willfully and knowingly makes any false statement in an application for a certified copy of a vital record (RSA-5-C-9)

First Name: Jane
Middle Name: Rae
Last Name: Doe
Street Address: 22 Gregory Street
City: Mont Vernon
State: New Hampshire
Zip Code: 03057
Phone Number: 603-673-7155
Email: sales@interwaredev.com

Birth Certificate

Notice: Birth Certificates for births occurring outside LIBERTY, NH are only available for the years 1966 through the present.

Full Name of Child: Andrew Patrick Doe
Child's Birthdate: 10/02/1987
Child's Birthplace (City, State): Liberty
Gender of Child: Male
Full Name of Father/Parent: Mark Christopher Doe
Full Maiden Name of Mother/Parent: Jane Rae Sanderson
Reason for Certificate Request: Legal Purposes
Relationship to Registrant: Mother

Shipping Information

Shipping Options: Standard Ground 1-3 business days (1.00)

Confirm and Add To Cart

IMPORTANT INFORMATION

All record requests are subject to local agency searching the record as well as printing and preparing the document for shipment. This process can take up to 2-3 business days and may affect the shipment dates.

Any request that is researched by an agency is subject to charges, regardless of whether the document is produced as the agency incurs fees from the State of New Hampshire for all research completed.

Processing time and shipment may be delayed until proper identification is received by the agency.

Vital record copies will only be issued to persons with a legal right to the certificate.

Please Note: A valid picture id is required in order to process your request. A legible photocopy of the applicant's Government issued photo ID needs to be included with your request. You may provide this ID in one of the following ways:

- Scan and E-mail a copy of your ID to: sales@interwaredev.com
- You can mail a copy of your ID to:
Town of Liberty
Town Clerks Office
PO Box 960
LIBERTY, NH 03031

Fees

Certificate Fee	15.00
Transmittal Fee	1.50
Shipping Fee	1.00
Total Fees:	17.50

Add To Cart Cancel

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Interware
Development

Building Permits Online

Automation traditionally comes with a steep cost-until now. There is no better time than the present for municipalities to establish a partnership with EB2Gov to achieve improved services for citizens at a price that can't be refused.

Web-enabled permit solutions expedite, organize and streamline the entire permit process and workflow. Our online permitting solution allows homeowners and contractors to submit and pay for permits online.

Benefits

- Reduce phone calls and office traffic
- Allow access to permitting applications and payments from anywhere 24/7
- Speed revenue collection and increase cash flow
- Reduce paper waste by eliminating the need for customers to fill out applications in your office \$ ♻️

Unique Features

- Quick implementation
- Little to no cost for your municipality, pay as you go for your citizens
- Intuitive and easy to use
- Fully customizable online forms
- Ability for customer to attach CAD drawings, digital drawings, images and other documents
- Reporting
- Integrates with all EB2Gov modules
- Add multiple transactions to the same shopping cart

Call Today for More Information!

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Interware Development Company, Inc.
PHONE 1-877-357-7100 FAX 603-673-2241
sales@interwaredev.com



www.eb2gov.com

Partners

Builders Millennium

Builders Millennium has 40 combined years in emerging technology and in the construction industry. We have compiled the experience and expertise from both industries and developed a unified platform for citizens and municipalities to use anywhere, anytime via a simple internet connection.



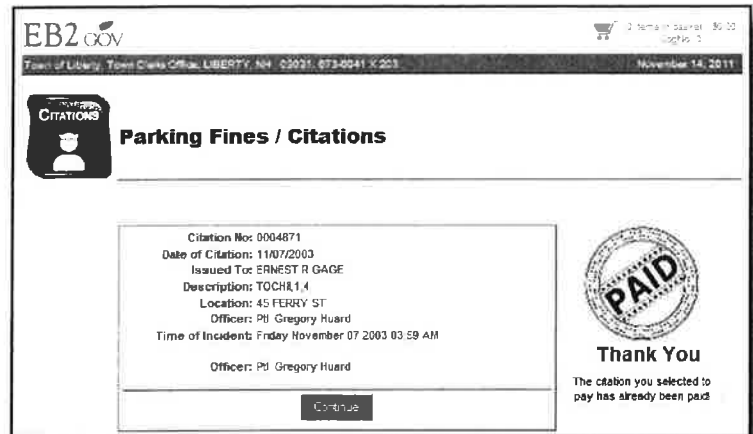
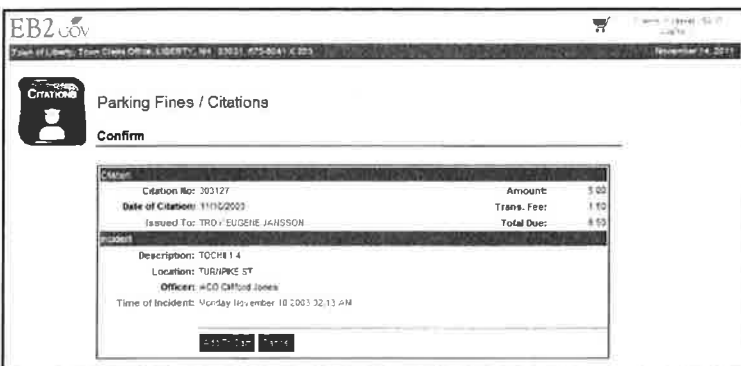
Citations Online



EB2Gov has created a custom application to collect your citations online 24/7. Your office can continue to use your own public safety software and add the ability for citizens to pay online. Low cost to the municipality and pay-as-you go for the citizen who wants to pay online.

Municipal Benefits

- Increase traffic to your municipal website with a direct link to the payment site.
- Municipality chooses the payment options to offer: MasterCard, Visa, Discover, AMEX, ACH, e-Checks.
- Download payment information as many times a day as you like, manually or automatically on a scheduled task.
- A payment channel just for your office or provide one stop shopping for citizens by adding other payments online.
- Credit Card payments can be taken over-the-counter with a simple swipe via our web-based Virtual Terminal application.



Web Services

- *Basic-* Quick and simple process for municipality and citizen. Citizen enters citation number, plate number and amount to pay. Municipality downloads payment information.
- *Enhanced-* Municipality utilizes current software system to extract limited data to transfer to EB2Gov. Citizen enters either their citation number or plate number to bring up citation data. Extensive web services has been developed with the following products: CrimeStar and IMC (coming soon!).

Citizen Benefits

- Add multiple citations to one shopping basket.
- Citizens receive instant confirmation that their payment has been received.
- Online system available 24/7 with no down-time.

Call Today for More Information!

Sandra Rowe
Interware Development Company, Inc.
PHONE 1-877-357-7100 FAX 603-673-2241
sales@interwaredev.com

SELECTMEN'S MEETING

November 12, 2013

CONSENT AGENDA ITEMS

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

SIGNATURES REQUIRED

- Local River Management Advisory Committee Nominee Form
- Dept of Revenue Administration Survey
- Vacation Request – Caren Rossi

INFORMATION ONLY

- Forest Laws
- Public Notice: GACIT
- Letter from the Wrights re: Construction Manager
- Permission to build Yurt on Coppal House Farm
- Permission to build porch on Tuckaway Farm
- UNH Broadband Center of Excellence project



LOCAL RIVER MANAGMENT ADVISORY COMMITTEE
NOMINEE FORM

Please complete both sides of this Form and email to riversprogram@des.nh.gov or mail to Rivers Coordinator, NH DES, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095
Please type "NOMINEE FORM" and nominee's name in the subject line of the email.
For questions contact the Rivers Coordinator at 271-2959.

NOMINEE NAME: Eileen Miller
RIVER NAME: Lamprey River
REPRESENTING: MUNICIPALITY: Lee

DATE: 10/24/13

OTHER: _____

Nominee Contact Information:

Street Address: 156 Concord Road
Town: Lee
Zip Code: 03861
Email: Kittyndon@aol.com
Phone (home): 868-5217 Phone (cell): _____

Phone (work): _____

Is this a: New Appointment or a Reappointment

Please state your interest(s) in serving on the Local Advisory Committee:

- Local Government
- Business
- Conservation
- Recreation
- Agriculture
- Riparian Landowners

(Form continued on page 2)

Board of Selectmen or Authorized Signature(s) – REQUIRED (e-signature acceptable)

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

Note: By statute, the Commissioner of DES appoints the Local River Management Advisory Committee (LAC) members for each Designated River from nominees submitted by the local governing bodies through which the Designated River flows (RSA 483:8-a).

Please include a short description of your relevant background knowledge of local river-related issues or general river management and protection: *for 70+ years. Girl scout troop took multiple canoe trips on various rivers in PA. Worked as trip counselor at girl scout camps. B.S. in Zoology + Entomology Penn State, M.S. in Zoology, minor in Botany at Univ. of Idaho, finished most of requirements for PhD in wildlife at Univ. of Idaho, including Geomorphology + Fluvial Dynamics. For last 30+ years have been involved with Lamproy River in many ways including designation of river in state + federal programs, biological studies, instream flow, land protection, erosion control, etc, etc. Was member of Lee Conservation Comm. for many years, have been a supervisor at Strafford Co. Conservation District. Have worked on other studies on other rivers.*

Most Local Advisory Committees engage in a variety of activities. Reviewing those activities listed below, please check those that are of most interest to you:

- Management Plan Preparation/Implementation
- Event Organization
- Public Education
- Grant Writing
- Public Relations
- Committee Administration
- Other Technical

including Tidal Rivers + Great Bay Estuary and Soacat as consultant (Biological). Have worked on various local, Regional, State, Nonprofit committees on various water topics.

Most Local Advisory Committees meet monthly. In some cases they may meet more frequently to complete specific tasks, while in other cases your attendance may not required at all meetings. Please check one of the boxes below to indicate your availability to attend regularly scheduled meetings.

- I can attend monthly meetings on most weeknights
- I can attend monthly meetings only if scheduled on a specific weeknight
- I can only attend a limited number of monthly meetings
- I cannot attend monthly meetings, but am willing to complete tasks on behalf of the Local Advisory Committee

For DES Office Use Only	
1. Nominee form has been reviewed by RMPP staff on (date) _____	
2. LAC Chair and Nominee have been contacted regarding nomination on (date) _____	
3. RMPP Staff recommends appointment to Commissioner:	
<input type="checkbox"/> Approve _____	_____
RMPP staff	Date
4. Appointment letter and information packet sent on (date) _____	
5. Contacts database updated (date) _____	
6. <u>LAC Member List</u> updated (date) _____	

Memorandum

TO: Julie Glover
Town Administrator
Town of Lee

FROM: Scott P. Marsh, CNHA
Municipal Resources
Contracted Assessor's Agents

DATE: October 28, 2013

RE: DRA Sales Ratio Survey

I have completed a review of the information for the sale ratio survey and believe the information to be submitted is accurate. A printed filled out copy has been provided for the Board of Selectmen to review. Please note that a certification form (pink sheet) also needs to be filled out and signed by the Board, indicating that the data provided to the DRA is complete and accurate to the best of their knowledge. If during review an error is detected, please correct and let me know.

A draft analysis of the sales data was performed. Overall, the town's assessment to sale median ratio is expected to be about 103% for the 2013-tax year, which is roughly a 2% change from last year's ratio of 105%. The 42 valid sales show a COD of 12.74 with the PRD at 1.05. The above listed figures are expected to be similar (although not exact as they may exclude or include different sales) to the DRA's analysis when it is completed in early spring 2014.

If there are any questions, please feel free to contact me at your convenience.

2013
EQUALIZATION
MUNICIPAL ASSESSMENT DATA
CERTIFICATE



MUNICIPALITY: LEE

We the undersigned do hereby certify that the assessment and sales information provided by us on the NH Mosaic Equalization System has been thoroughly reviewed by this Board and is complete and accurate to the best of our knowledge.

We understand that this information will be used by the NH Department of Revenue Administration to calculate the municipality's equalization ratio. The equalization ratio will be used to calculate the total equalized valuation for this municipality.

SIGNATURE OF SELECTMEN/ASSESSORS

(Must be signed by a majority)

DATE

NAME OF CONTACT PERSON: Scott Marsh EMAIL: Smarsk@mrigoU.com

OFFICE PHONE NUMBER: 659-5414 OFFICE HOURS: m-Thu 8-4:30 Fri 8-12:30
(Note: If your office keeps irregular hours, please provide an alternate means of contacting you.)

Full Reval Cyclical Reval Cyclical In Progress Partial Update/Statistical
(values updated)

(Please check appropriate box, if applicable)

NAME OF COMPANY DOING REVALUATION WORK: _____
(Please state if done in-house)

COMMENTS: _____

Our Municipal Assessment Data was filed on-line. It is our understanding that changes may need to be made to the on-line information. In order to expedite the process of setting our ratio, we request that the Equalization Bureau staff data enter these changes on our behalf.

NAME: _____

SIGNATURE: _____ DATE: _____

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
4	10/5/2012	4059-0957	LEBLANC,LINDA	BROWN,HENRY A	0	7 SPRUCE DRIVE	10-05-0074	\$17,500	\$26,900	\$27,700	153.71	18	00	25 Insufficient market Exposure	PRIVATE SALE	CORRECT OUTBLDG DATA
5	10/9/2012	4060-0593	RETAINED,REALTY L C	PRATT,SEAN ETAL; WETHERBEE,JOHN ETAL	2	1 LAMPREY LANE	28-03-2600	\$150,000	\$217,700	\$217,700	145.13	11	00	37 Financial Entity as Grantor/Grantee	CASH SALE - 48 DAYS ON MARKET	
6	10/10/2012	4060-0839	PRATTE,ARTHUR W JR EST ETAL; PRATTE,DENNIS EXTR ETAL	BOSINGER,DYLAN E	2.2	303 LEE HOOK ROAD	34-04-0500	\$175,000	\$194,100	\$198,300	110.91	11	00			CORRECT SKETCH AND DEPRECIATION
10	10/23/2012	4065-0132	BALDWIN,CAROL A ETAL; DUPONT,BRADFORD C ETAL	ELLIS,AARON ETAL; ELLIS,AARON P ETAL; ELLIS,NICOLE ETAL; ELLIS,NICOLE R ETAL	1.96	64 FOX GARRISON ROAD	19-06-0800	\$110,000	\$72,000	\$72,000	65.45	22	00			
11	10/29/2012	4066-0678	ATHERTON,KRISTIE & RUSSEL S TRUST; ATHERTON,KRISTIE TRS ETALS; ATHERTON,RUSSEL S & KRISTIE REVOCABLE LIVING TRUST; ATHERTON RUSSEL S TRS ETALS; KRISTIE & RUSSEL S ATHON TRUST; RUSSELS & KRISTIE ATHON REVOCABLE LIVING TRUST	ROWELL,KATHLEEN ETAL; ROWELL,MATTHEW ETAL	1.95	285 LEE HOOK ROAD	34-04-0200	\$215,000	\$243,700	\$237,300	113.35	11	00			CORRECT SKETCH AND LIST FIREPLACE
12	10/30/2012	4067-0171	LAWTON,JAMES O ETAL; LAWTON,NICOLE N ETAL	ROLLINS,KENNETH ETAL; ROLLINS,SYLVIA ETAL	2.1	31 DEMERITT AVENUE	19-06-2900	\$159,500	\$228,900	\$228,900	143.51	11	00	99 Unclassified Exclusion	SHORT SALE	
13	10/31/2012	4067-0933	HOMESALES,INC ETAL; HOMESALES,OF DELAWARE ETAL	HOFF,FAMILY REVOCABLE TRUST OF TWO THOUSAND TWELVE; HOFF,HOWARD W JR TRS ETALS; HOFF,LINDA F TRS ETALS	1.95	43 RIVERSIDE FARM DRIVE	26-11-5100	\$223,934	\$321,600	\$319,400	143.61	12	00	37 Financial Entity as Grantor/Grantee		CORRECT BEDROOM COUNT
14	10/31/2012	4067-0990	MORRISSETTE,JANE T E	SMITH,GARY S ETAL; SMITH,TONI Q ETAL	0.69	47 STEPPING STONES ROAD	12-02-0500	\$127,000	\$142,000	\$143,600	111.81	11	70			ADJ DEPRECIATION FOR NO WELL OR SEPTIC

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes	
15	11/1/2012	4068-0041	GEORGE,LORRAINE A ETALS; GEORGE,WALTER J ETALS; GEORGE,WALTER J TRS ETALS; GEORGE,WALTER J TWO THOUSAND FIVE TRUST ETALS	FERNDALE/ACRES CAMPGROUND L L C	52.23	130 WEDNESDAY HILL ROAD	28-01-0000	\$600,000	\$783,300	\$783,300	130.55	33	70	38	Family/Relatives/Aff il as Grantor/Grantee	CAMPGROUND SALE	
20	11/9/2012	4070-0213	HERMANN,CHERYL A ETAL; HERMANN,ROBERT L JR ETAL	BROWN,REGINA ETAL; BROWN,RICHARD P JR ETAL	1	28 THURSTON DRIVE	25-08-1000	\$374,900	\$327,200	\$327,400	87.28	11	00				
22	11/16/2012	4071-0768	ANGLEWOOD,DESIG NS L L C	CUMMING,DARLENE DUNN 2010 REVOCABLE TRUST ETAL; CUMMING,DARLENE DUNN TRS ETAL; DARLENE,DUNN CUMMING 2010 REVOCABLE TRUST ETAL	14.93	130 CARTLAND ROAD	18-05-0000	\$366,100	\$539,800	\$562,400	147.45	11	00	90	RSA 79-A Current Use	SELLER NEED TO SELL - PREVIOUSLY PURCHASED FROM BANK	CORRECT BLDG DATA AND OVERALL CONDITION
23	11/19/2012	4072-0257	WOJCIESZAK,CRAIG M	JENNINGS,JOSEPH J ETAL; JENNINGS,KARYN P ETAL	1.96	3 EARLE DRIVE	25-01-0500	\$239,000	\$231,200	\$229,700	96.74	11	00				LIST HEARTH
24	11/19/2012	4072-0347	DEUTSCHE,BANK NATIONAL TRUST COMPANY TRS BY ATTY; G,S A M P 2007-FM2 ETALS; GSAMP TRUST 2007-FM2 ETALS; OCWEN,LOAN SERVICING L L C ATTY ETALS	DUYON,JOSEPH A JR ETAL	2.68	334 CALEF HIGHWAY	16-04-0200	\$117,534	\$172,300	\$193,800	146.6	11	00	37	Financial Entity as Grantor/Grantee		CORRECT OVERALL CONDITION - 2012 ABATEMENT
25	11/20/2012	4072-0672	BANK OF NEW YORK MELLON TRUST COMPANY NA TRS BY ATTY; BANK OF NEW YORK MELLON TRUST COMPANY N A TRS; INTEGRATED ASSET SERVICES L L C ATTY ETALS; PROTIUM,MASTER GRANTOR TRUST BY ATTY ETALS	WILLIS,ROBIN L	0.23	56 NORTHSIDE ROAD	11-04-0900	\$97,000	\$153,300	\$153,300	158.04	11	70	37	Financial Entity as Grantor/Grantee		

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
31	12/11/2012	4078-0729	BRYANT,TIMOTHY S ETAL; ROZEFF,ANITA R ETAL	PATIL,MAYOOR A ETAL; SCHADLER,KYLE L ETAL	1.27	33 RIVERSIDE FARM DRIVE	26-11-4600	\$260,000	\$243,400	\$245,000	93.62	11	00			CORRECT SIDING
34	12/17/2012	4080-0633	HAYDON,KELLYANN ETAL; ITTLESON,TWO THOUSAND ELEVEN-TWO L P ETAL	ITTLESON,WADLEIGH BUILDING L L C	4.1	8 CAMPGROUND ROAD	26-03-0000	\$250,000	\$549,100	\$549,100	219.64	11	70	40 Business Affiliates as Grantor/Grantee		
38	12/31/2012	4085-0526	ATH-,MOR HOLSTEINS INC; ATH-MOR,HOLSTEINS INC	CHESUNCOOK,FARM L L C	89.5	288 LEE HOOK ROAD	33-01-0000	\$237,534	\$519,800	\$653,000	218.83	12	00	25 Insufficient market Exposure	PRIVATE SALE - PARTIES KNEW EACH OTHER - NOT LISTED IN MLS	CORRECT BUILDING DATA - ADDITIONAL LAND ENROLLED INTO CU
39	1/2/2013	4086-0338	THOMPSON,BARRY I ETAL; THOMPSON,LORRAINE D ETAL	CROCKETT,DAVEY L ETAL; CROCKETT,NATALIA S ETAL	0.69	18 ALLENS AVE	13-03-1100	\$228,800	\$199,100	\$194,300	87.02	11	00			ADJ SKETCH PRIOR TO SALE
40	1/3/2013	4086-0739	TOWNSEND,AMOS R ETAL; TOWNSEND,DORÉE C ETAL	BURKE,BRIAN ETAL; BURKE,LOUISE ANNE ETAL	6.13	8 NORTHSIDE ROAD	11-04-2500	\$115,000	\$83,500	\$226,700	72.61	22	00			BUILDING REMOVED
42	1/17/2013	4090-0497	BLANDIN,JACQUELINE E; BLANDIN,JACQUELINE R	E & M KELLEY FAMILY REVOCABLE TR OF 2010; KELLEY,E & M FAMILY REVOCABLE TRUST OF 2010	0	13 HILLS ACRES	01-01-0006	\$7,500	\$12,000	\$12,000	160	18	00	25 Insufficient market Exposure	PRIVATE SALE	
43	1/22/2013	4091-0057	VALLEE,PATRICIA A	CAMPBELL,SABRINA F ETAL; HEINE,NORMAN M ETAL	28.33	12 STEPPING STONES ROAD	08-04-0600	\$120,000	\$0	\$0	0	22	00	11 Prop sold Not Separately Assessed	LOT LINE ADJUSTMENT WITH ABUTTER	

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
44	1/24/2013	4091-0974	CHICAGO,TITLE INSURANCE COMPANY ATTY ETAL; FEDERAL HOME LOAN MTGE CORP BY ATTY ETAL	GEHLING,JOSHUA	0	65 NEWTOWN PLAINS ROAD	03-04-0402	\$84,000	\$166,300	\$166,300	197.98	14	00	37	Financial Entity as Grantor/Grantee	
45	1/25/2013	4092-0403	THIBODEAU,KEITH A ETAL; THIBODEAU,KIMBERLY ETAL	STEVENS,JAMES C	1.81	86 GARRITY ROAD	09-07-0300	\$201,000	\$241,700	\$237,100	120.25	11	00			LIST PARTIAL BASEMENT FINISH - NOTE ONLY ON MARKET 60 DAYS ADJ DEPRECIATION AND DATA
49	2/7/2013	4096-0944	GRAY,ELIZABETH P ETAL; ORGANSCHI,ALAN W ETAL	SIMPSON,JACQUELINE	0.94	75 MAST ROAD	12-01-0300	\$177,000	\$203,400	\$232,000	114.92	11	00			
53	2/25/2013	4101-0593	GINSBURG,PHILIP E LIVING TRUST ETAL; GINSBURG,PHILIP E TRS ETAL; PHILIP,E M ETAL GINSBURG LIVING TRUST ETAL	JACOBSON,ALAN S ETAL; JACOBSON,PAULA M ETAL	12	99 STEPPING STONES ROAD	12-03-0000	\$188,000	\$155,100	\$155,100	82.5	11	70	90	RSA 79-A Current Use	IN CURRENT USE AT TIME OF SALE - REMOVED AND THEN PORTION RE-ENROLLOED
54	2/26/2013	4101-0941	TOY,BONNIE BY ATTY ETALS; TOY,DONALD BY ATTY ETALS; WHITTUM,DONALD F ATTY ETALS	TOY'S,MANUFACTURED HOUSING INC	0.92	19 CALEF HIGHWAY	03-02-0600	\$8,534	\$0	\$0	0	18	00	11	Prop sold Not Separately Assesd	MOBILE HOME NOT SEPERATELY ASSESSED - RELATED PARTIES
55	2/26/2013	4101-0944	TOY'S,MANUFACTURED HOUSING INC	SOSA,LINDA D ETAL; SOUSA,PAUL T ETAL	0.92	19 CALEF HIGHWAY	03-02-0600	\$9,000	\$0	\$0	0	18	00	11	Prop sold Not Separately Assesd	MOBILE HOME NOT SEPERATELY ASSESSED
57	2/28/2013	4103-0203	BAYVIEW,LOAN SERVICING L L C	SCHIER,JOHN A ETAL; SCHIER,LINDA B ETAL	2.2	454 CALEF HIGHWAY	19-03-0100	\$120,000	\$145,200	\$204,900	121	11	00	37	Financial Entity as Grantor/Grantee	CORRECT BUILDING DATA - RENOVATIONS AFTER SALE PRIOR TO 4/1/13

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes	
58	11/30/2012	4075-0721	CHASE,MALCOLM JEROME JR REVOCABLE TRUST-1999; CHASE,MALCOLM JEROME JR TRS ETAL; MALCOLM,JEROME CHASE JR REVOCABLE TRUST-1999	C E,MORGAN HOLDINGS L L C; C,E MORGAN HOLDINGS L L C; MORGAN,C E HOLDINGS L L C	22.09	1 CONCORD ROAD	04-04-0000	\$335,000	\$220,900	\$346,900	65.94	34	00	90 RSA 79-A Current Use		CORRECT SITE DATA	
59	3/6/2013	4104-0274	SURPLESS,JENNIFER A	FLEMING,MICHAEL H ETAL; SURPLESS,JENNIFER A ETAL	0.59	8 WOODY LANE	06-06-0200	\$125,000	\$227,900	\$227,900	182.32	11	00	38 Family/Relatives/Aff il as Grantor/Grantee			
61	3/20/2013	4108-0770	MENNELLE,ELIZABETH S ETAL; MENNELLE,MICHAEL A ETAL	GRAVEL,MICHAEL W ETAL; THROOP,REBECCA R ETAL	1.99	12 THORNTON LANE	19-06-2100	\$385,000	\$403,600	\$403,600	104.83	11	00				
65	3/27/2013	4110-0931	BANK OF AMERICA N A ATTY ETALS; BANK OF NEW YORK MELLON TRS BY ATTY ETALS; BANK OF NEW YORK TRS BY ATTY ETALS; BANK OF AMERICA N A ATTY ETALS; BANK OF NEW YORK MELLON TRS BY ATTY ETALS; BANK OF NEW YORK TRS BY ATTY ETALS; C,W A ATTY ETALS; C,W A L T INC ALTERNATIVE LOAN TRUST; C,WALT,INC ALTERNATIVE LOAN TRUST 2005-56 ETAL	LI,JUMEI ETAL; XIAO,JINGFENG ETAL	1.2	3 HALEY COURT	25-08-0400	\$345,000	\$383,600	\$383,600	111.19	11	00	37 Financial Entity as Grantor/Grantee			
67	4/3/2013	4114-0159	KOSKI,DIANA D	MCKIBBEN,ROBERT B	1.95	26 HALEY FARM ROAD	24-04-0800	\$267,000	\$291,600	\$321,000	109.21	11	00				ADJ BATHS, CONDITION, SKETCH
68	4/5/2013	4114-0856	RIVER'S,EDGE APARTMENTS L L C	TWO,HUNDRED SEVENTY SEVEN MAIN L L C; TWO SEVENTY SEVEN MAIN L L C	3	SHERBURNE ROAD	06-10-0200	\$4,621,000	\$8,000	\$8,000	0.17	22	00	20 Multi-Town Property			

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesed	Previous Assesed	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
71	4/12/2013	4117-0171	LICARDO,MICHAEL ETAL;	CUTRARA,CARMEN J	0	20 EVERGREEN TERRACE	11-04-0006	\$19,900	\$25,300	\$22,600	127.14	18	00			CORRECT DATA
73	4/16/2013	4118-0140	LICARDO,VICKI ETAL HOWE,JEAN ETAL; PINE,KNOLL VILLAGE ETAL	PHETAKOUNE,KONG KHAM ETAL; PHETAKOUNE,SOMP HOU ETAL	0	1 SPRUCE DRIVE	10-05-0068	\$19,000	\$27,000	\$27,000	142.11	18	00			
75	4/22/2013	4120-0189	GRACE,CHANDLER PAUL, II ETAL;	KELLY,MARY KATHLEEN	0	38 EVERGREEN TERRACE	11-04-0019	\$16,200	\$23,400	\$23,400	144.44	18	00			
76	4/23/2013	4120-0703	GRACE,CLARA ETAL BERGERON,MATTHE W	HIRSCH,ANTHONY A M ETAL HIRSCH,JANE	0	51 NEWTOWN PLAINS ROAD	03-04-0701	\$159,900	\$167,400	\$167,400	104.69	14	00			
77	4/26/2013	4121-0775	DONAHUE,BUILDERS INC	CHASE,MALCOLM JEROME JR REVOCABLE TRUST-1999;	2.74	49 OLD MILL ROAD	04-06-2100	\$55,000	\$72,800	\$72,800	132.36	22	00			
79	5/3/2013	4124-0214	HACKENDORF,JAME S G	CARRATU,SUSAN S	0.3	85 STEPPING STONES ROAD	12-02-0100	\$50,000	\$102,500	\$102,500	205	11	70	21 MPC - Can Be Sold Separately	SOLD WITH Verno #80 AS A PACKAGE	
80	5/3/2013	4124-0238	DEFranzo,EMILY H	CARRATU,SUSAN	0.29	83 STEPPING STONES ROAD	12-02-0200	\$50,000	\$94,100	\$94,100	188.2	11	70	21 MPC - Can Be Sold Separately	SOLD WITH Verno #79 AS A PACKAGE	
86	5/17/2013	4128-0593	HOWARD,MARK E	MOHR,ROBERT DIRK	1.3	13 THURSTON DRIVE	25-08-3100	\$361,800	\$308,800	\$308,800	85.35	11	00			
87	5/17/2013	4128-0815	KENNARD,CHARLEN E L ETAL; KENNARD,CHARLEN E L MAIN ETAL; MAIN,CHARLENE L ETAL; MAIN,G MICHAEL ETAL	JOHN,W WETHERBEE LIVING TRUST ETAL; WETHERBEE,JOHN W LIVING TRUST ETAL; WETHERBEE,JOHN W TRS ETAL	0.89	140 TUTTLE ROAD	21-06-0100	\$95,000	\$145,100	\$199,100	152.74	11	00			
88	5/30/2013	4132-0514	O'DONNELL,ELAINE ETAL; O'DONNELL,JAMES JR ETAL	O'CONNOR,DANIEL ETAL; PRISBY,ROXANNE ETAL	0	2 FEDERAL HILL LANE	13-04-0203	\$30,000	\$46,700	\$46,700	155.67	18	00	25 Insufficient market Exposure	PRIVATE SALE	
89	5/31/2013	4133-0295	STEIGER,KATHERINE S,ATTY ETAL; URY,ANN D BY ATTY ETAL	MACLACHLAN,LAUR EN C	2.3	74 MAST ROAD	13-08-0500	\$210,000	\$216,400	\$216,400	103.05	11	00			

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
90	6/3/2013	4133-0768	LOZIDES,MARY-ELLEN ETAL; LOZIDES,WILLIAM K ETAL	MCCARRICK,JOY R ETAL; MCCARRICK,MICHAE L O ETAL	2.06	206 WADLEIGH FALLS ROAD	27-02-0800	\$234,500	\$216,500	\$215,000	92.32	11	00			LIST PARTIAL BASEMENT FINISH PRIOR TO SALE
94	6/17/2013	4137-0888	SAARI,ERIK B ETAL; SAARI,SAMANTHA M ETAL	PIETKIEWICZ,THADD EUS R	2.1	6 OLD MILL ROAD	05-03-0500	\$269,000	\$217,900	\$217,900	81	11	00			
95	6/17/2013	4138-0134	COMEAU EDWIN C JR ETAL; COMEAU,FRANCES J ETAL	DOWNEY,EDWARD J ETAL; DOWNEY,SARAH S ETAL	2.22	31 JAMES FARM ROAD	13-01-1700	\$323,900	\$336,500	\$336,600	103.89	11	00			
96	6/18/2013	4138-0725	BUCK,FLOYD D ETAL; BUCK,FRANCES J ETAL	HEILMAN,ERIKA ETAL; KURTIK,MYRON J ETAL	1.99	27 LAMPREY LANE	28-03-1900	\$380,700	\$382,500	\$370,600	100.47	11	00			CORRECT SKETCH, A/C
97	6/27/2013	4141-0944	CHEN,DUN ETAL; YANG,DAIHUI ETAL	NATIONAL,RESIDENT IAL NOMINEE SERVICES INC	1.28	23 THURSTON DRIVE	25-08-2800	\$435,000	\$443,800	\$443,800	102.02	11	00			
98	6/27/2013	4141-0947	NATIONAL,RESIDENT IAL NOMINEE SERVICES INC	TUFTO,PAULA L ETAL; TUFTO,TODD G ETAL	1.28	23 THURSTON DRIVE	25-08-2800	\$435,000	\$443,800	\$443,800	102.02	11	00			
99	7/1/2013	4143-0401	KUSTRA,HOLLY A ETAL; KUSTRA,MARK D ETAL	BAKIN,DENIS O	2.02	12 BELLE LANE	33-04-1700	\$280,000	\$269,800	\$269,800	96.36	11	00			

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Mod Code	XCode1	XNotes1	Town Notes
100	7/3/2013	4144-0357	BANK OF, NEW YORK MELLON TRS BY ATTY ETALS; BANK OF, NEW YORK TRS BY ATTY ETALS; BANK, OF NEW YORK MELLON TRS BY ATTY ETALS; BANK, OF NEW YORK TRS BY ATTY ETALS; BEAR, STEARNS ASSET BACKED SECURITIES TRUST 2006; J. P. MORGAN CHASE BANK N A ATTY ETALS; J. P. MORGAN CHASE BANK N A TRS BY ATTY ETALS; J. P. MORGAN CHASE BANK N A ATTY ETALS; J. P. MORGAN CHASE BANK N A TRS BY ATTY ETALS; J. P. MORGAN CHASE BANK N A ATTY ETALS; J. P. MORGAN CHASE BANK N A TRS BY ATTY ETALS; MORGAN, J. P. CHASE BANK N A ATTY ETALS; MORGAN, J. P. CHASE BANK N A TRS BY ATTY ETALS	KOHANSKI, JONATHAN	1	289 LEE HOOK ROAD	34-04-0300	\$135,000	\$200,600	\$186,100	148.59	11 00	37 Financial Entity as Grantor/Grantee		CORRECT SIDING AND OUTBUILDINGS

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
102	7/16/2013	4147-0566	BEATRICE,F & WALTER S PRESCOTT LIVING TRUST ETAL; PRESCOTT, BEATRICE F & WALTER S LIVING TRUST ETAL; PRESCOTT, WALTER S & BEATRICE F LIVING TRUST ETAL; PRESCOTT, WALTER S JR TRS ETAL; WALTER,S & BEATRICE F PRESCOTT LIVING TRUST	ANDERSON,DONALD W ETAL; MACDONALD,KAREN A ETAL	0.46	50 NORTHSIDE ROAD	11-04-1200	\$126,200	\$132,000	\$132,000	104.6	11	70			
103	7/17/2013	4147-0976	DONNA,F & LOUIS E EISENHARD FAMILY LIVING TRUST; EISENHARD,DONNA F & LOUIS E FAMILY LIVING TRUST; EISENHARD,DONNA F TRS ETALS; EISENHARD,LOUISE & DONNA F FAMILY LIVING TRUST; EISENHARD,LOUISE TRS ETALS; LOUIS,E & DONNA F EISENHARD FAMILY LIVING TRUST	FORTIN,ROBERT G JR	3.94	258 NORTH RIVER ROAD	25-03-0300	\$244,000	\$212,500	\$212,500	87.09	11	00	90 RSA 79-A Current Use		
105	7/19/2013	4148-0958	SEGIL,JEFFREY M ETAL; SEGIL,STACEY BROWN ETAL; SEGIL,STACY BROWN ETAL	TORBICK,KRISTIE ETAL; TORBICK,NATHAN M ETAL	0.92	48 JAMES FARM ROAD	13-01-4700	\$350,000	\$368,100	\$368,100	105.17	11	00			
106	7/19/2013	4149-0014	WETHERBEE,FAMILY PROPERTIES L L C	DALEY,JAMES P JR TRS ETAL; DALEY,REALTY TRUST ETAL	19.99	GEORGE BENNETT ROAD	11-09-0000	\$30,000	\$0	\$0	0	22	00	11 Prop sold Not Separately Assessed	LOT LINE ADJUSTMENT	
111	7/29/2013	4152-0126	CURTIS,KELLY J ETAL; CURTIS,MICHELLE M ETAL	TRIFF,DERON J	1.31	18 OWL LANE	29-01-0600	\$242,500	\$264,300	\$264,300	108.99	12	70			

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
113	7/31/2013	4152-0617	FEDERAL,HOMIE LOAN MTGE CORP BY ATTY ETAL; STEWART,LENDER SERVICES INC.ATTY ETAL	KEEGAN,MICHAEL G ETAL; KEEGAN,TAMMY L ETAL	1.49	70 TAMARACK ROAD	18-01-1500	\$165,000	\$201,900	\$201,900	122.36	11	00	37 Financial Entity as Grantor/Grantee		
116	8/2/2013	4153-0601	MENNELLE,ELIZABE TH S ETAL; MENNELLE,MICHAEL A ETAL	MOGHABGHAB,PEAR L	0	17 SPRUCE DRIVE	10-05-0080	\$27,000	\$29,100	\$29,100	107.78	18	00			
120	8/7/2013	4154-0685	BRIDGES,KAREN R ETAL; BRISSON,KAREN R ETAL; BRISSON,KENNETH C ETAL	STERLING,REALTY L L C	52.93	79 MEADOWBROO K DRIVE	07-02-0000	\$13,500	\$0	\$0	0	22	00	11 Prop sold Not Separately Assessed	LOT LINE ADJUSTMENT	
121	8/9/2013	4155-0635	LEE,TOWN	ARGYROS,SUSAN	2.41	62 OLD MILL ROAD	05-09-1100	\$17,600	\$81,400	\$81,400	462.5	11	00	35 Government Agency as Grantor/Grantee		
122	8/9/2013	4155-0713	ARGYROS,SUSAN	HALL,ERIC ETAL; HALL,LESUE ETAL	2.41	62 OLD MILL ROAD	05-09-1100	\$35,900	\$81,400	\$81,400	226.74	22	00	38 Family/Relatives/Aff il as Grantor/Grantee		
123	8/12/2013	4156-0086	WARREN,JENNIFER L ETAL; WOLFE,RONALD ETAL	MISTRETTA,RICHAR D ETAL; MISTRETTA,SUSAN M ETAL	0.92	37 JAMES FARM ROAD	13-01-2000	\$157,000	\$252,700	\$260,400	160.96	11	00	99 Unclassified Exclusion	PARTIE KNEW EACH OTHER - SHORT SALE ?? CONDITION - PRIOR TO SALE	ADJ SKETCH AND CONDITION - PRIOR TO SALE
125	8/13/2013	4156-0676	MEREDITH,DAWN C ETAL; MEREDITH,THEODO RE O ETAL	HILLYER,SHIRA L	1.05	106 GARRITY ROAD	09-01-1200	\$172,000	\$189,400	\$189,400	110.12	11	00			
126	8/16/2013	4157-0442	STEWART,GAIL H ETAL; STEWART,JAMES A ETAL	MAYO,LAURA J ETAL; MAYO,WILLIAM A ETAL	1.47	20 SNELL ROAD	02-02-0100	\$273,000	\$284,100	\$284,100	104.07	11	00			
129	8/21/2013	4158-0859	GARNHART,NANCY J	BOLDUC,JAMES R II	0.66	144 TUTTLE ROAD	21-06-0300	\$168,000	\$194,300	\$195,700	115.65	11	00	99 Unclassified Exclusion	SHORT SALE	ADJUST CONDITION PRIOR TO SALE
130	8/26/2013	4159-0712	LEE,TOWN	GAUDET,ARTHUR JR	2.27	WADLEIGH FALLS ROAD	35-03-0100	\$1,334	\$19,100	\$143,900	1432.3	22	00	35 Government Agency as Grantor/Grantee		CORRECT SITE DATA
132	8/28/2013	4160-0425	ROBERTSON,CHARL ES L ETAL; ROBERTSON,COLLE EN R ETAL	SMITH,DAVID L ETAL; SMITH,SUBRENA E ETAL	7.6	13 MITCHELL ROAD	16-01-0400	\$277,500	\$277,000	\$277,000	99.82	11	00			

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
133	9/3/2013	4161-0593	PETTIT,JACQUELINE ETAL; PETTIT,STEVEN ETAL	CARLSON,DAVID EDWIN STUPPY ETAL; CARLSON,GRETCHEN STUPPY ETAL; CARLSON,DAVID EDWIN ETAL; STUPPY CARLSON,GRETCHEN ETAL	4.68	2 SACKETT ROAD	08-03-0300	\$555,000	\$445,800	\$416,900	80.32	11	00			
134	9/4/2013	4162-0254	SHEEHAN,DANIEL H	LYLE,ERIN C ETAL; LYLE,MATTHEW B ETAL	1.2	20 OWL LANE	29-01-0700	\$163,100	\$144,500	\$144,500	88.6	11	70			
135	9/4/2013	4162-0307	RICHARD W SEEDNER REVOCABLE TRUST OF TWO THOUSAND; SEEDNER,RICHARD W ETAL; SEEDNER,RICHARD W REVOCABLE TRUST OF TWO THOUSAND; SEEDNER,RICHARD W TRS ETAL	SARGENT,LYNDIA A ETAL; SARGENT,RYAN A ETAL	12.73	221 LEE HOOK ROAD	32-04-1000	\$335,000	\$381,200	\$436,100	113.79	12	00	90 RSA 79-A Current Use		CORRECT BUILDING SKETCH, OVERALL CONDITION AND QUALITY PRIOR TO SALE
136	9/5/2013	4162-0583	MCKIBBEN,R BRUCE	HAVER,WILLIAM W ETAL; KLOTZBAUGH,RALP H J ETAL	0.92	29 WEDNESDAY HILL ROAD	13-02-0400	\$235,000	\$223,100	\$223,100	94.94	11	00			
138	9/16/2013	4165-0008	PELLETIER,DIANA L	MINER,SARAH E	1.96	295 STEPPING STONES ROAD	10-04-0500	\$295,000	\$268,000	\$268,000	90.85	11	00			
139	9/18/2013	4165-0533	CALCAGNI,KRISTIN ETAL; CALCAGNI,SANDRA ETAL	PELLETIER,DIANA L	1.01	56 FOX GARRISON ROAD	19-06-1200	\$210,500	\$201,200	\$201,200	95.58	11	00			
140	9/23/2013	4166-0658	HAROLD,HOOD REVOCABLE TRUST OF 1997 ETAL; HOOD,HAROLD REVOCABLE TRUST OF 1997 ETAL; HOOD,HAROLD TRS ETAL	MILLS,DONALD W ETAL; MILLS,EILEEN K ETAL	0.46	34 NORTHSIDE ROAD	11-04-1900	\$90,000	\$118,200	\$118,200	131.33	11	70			

Verno	Sale Date	Book Page	Grantor	Grantee	Acres	Address	Map Lot	Verified Price	Current Assesd	Previous Assesd	Ratio	Prop Code	Mod Code	XCode1	XNotes1	Town Notes
141	9/25/2013	4167-0205	BASSAGE,CAROLYN H ETALS; BASSAGE,CAROLYN H TRS ETALS; BASSAGE,FAMILY TRUST ETALS; BASSAGE,WINFIELD J ETALS; BASSAGE,WINFIELD J TRS ETALS	LATTIMER,RICHARD HENRY	4.42	115 WADLEIGH FALLS ROAD	21-01-0100	\$234,000	\$216,400	\$216,400	92.48	11	00	90 RSA 79-A Current Use		
142	9/30/2013	4168-0693	LONG,KAREN E ETAL; PARDO,JANET R ETAL	GARGAC,DALE ETAL; GARGAC,SABRINA ETAL	1.99	22 LEE HILL ROAD	17-01-1200	\$264,900	\$218,900	\$218,900	82.63	11	00			

Vacation Request and Approval Form for Department Heads

Date: 11/8/2013

From: Caren Rossi
Department Head Name

To: **Board of Selectmen, Town of Lee, NH**

Please indicate below the dates you are requesting for your vacation period.

From	To
NOV 1 20 1 2013	NOV 1 20 1 2013
NOV 1 27 1 2013	NOV 1 27 1 2013
DEC 1 6 1 2013	DEC 1 6 1 2013
Dec 9 2013	Dec 9 2013

1 day/m
1 day/m.
2 days/16hrs

Please indicate below your available vacation time.

Vacation Time Available In Hours/Days	Vacation Time Taken in Last 12 Months in Hours/Days
208	64 / 8

4 days / 32 hrs
↓
if schedule allows.

Vacation is approved/disapproved.

John R. LaCourse
Chairman

Carole Dennis

David Cedarholm

Board of Selectmen

Natural Resources
214 Nesmith Hall
131 Main Street
Durham, NH 03824
(603) 862-1028
Fax: (603) 862-0107
www.extension.unh.edu

RECEIVED
OCT 29 2013

**TOWN OF LEE, NH
SELECTMAN'S OFFICE**

County Offices

Belknap County
527-5475

Oct. 21, 2013

Carroll County
447-3834

Dear Friend,

Cheshire County
352-4550

Enclosed are 5 copies announcing this year's *Forest Laws for Municipal Officials*. These workshop are free and combine an inside review of the laws with a chance to see how the laws are applied *on the ground*.

Coos County
788-4961

Selectmen, town clerks, tax collectors, assessors, code enforcement officers, conservation commissioners, road agents, forestry committee members, police officers, and other town employees can play a vital role in the enforcement of timber laws. This will be a valuable workshop for new town officials and employees, as well as a refresher course for those who have been around for awhile.

Grafton County
787-6944

Hillsborough County
641-6060

Please distribute to interested people. If you have any questions, or would like additional brochures call me at (603) 862-4861.

Merrimack County
796-2151

Thank-you for your assistance and we look forward to seeing you there.

Rockingham County
679-5616

Sincerely,

Strafford County
749-4445



Karen P. Bennett
Extension Professor and Specialist
Forest Resources

Education Center
351-3831 (Office)
877-398-4769 (Toll Free)

**UNH Cooperative
Extension State Office**
862-1520

UNH Cooperative Extension
 214 Nesmith Hall
 131 Main Street
 Durham, NH 03824-3597

NH Cooperative Extension programs and policies are consistent with pertinent Federal and State laws and regulations, and prohibits discrimination in its programs, activities and employment on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or veterans, marital or family status. College of Life Sciences and Agriculture, County Governments, NH Dept. of Resources and Economic Development, Division of Forests and Lands, NH Fish and Game, U.S. Dept. of Agriculture and U.S. Fish and Wildlife Service cooperating.



Drawing courtesy Linda Isaacson

**Forest Laws
 for Municipal Officials**
Tuesday, Nov. 19, 2013
Shieling Forest
395 Old Street Road
Peterborough, NH

Wednesday, Nov. 20, 2013
White Mountain
National Forest Headquarters
71 Mountain Drive
Campton, NH

8 am - 3:00 pm all day
8 am - 12:30 pm morning only
Please arrive promptly at 8:00
so we can start on time

- Co-sponsored by:**
- New Hampshire Association of Conservation Commissions
 - New Hampshire Department of Environmental Services - Wetlands Bureau
 - New Hampshire Department of Revenue Administration
 - New Hampshire Division of Forests & Lands
 - New Hampshire Municipal Association
 - New Hampshire Timber Harvesting Council
 - New Hampshire Timberland Owners Association
 - Sustainable Forestry Initiative
 - UNH Cooperative Extension



Cooperative Extension

A workshop for town staff and volunteers on forest laws that's inside and in the field. Please come prepared to spend the afternoon outside. Rain or shine.

Who should attend?

Selectmen, town clerks, tax collectors, assessors, code enforcement officers, conservation commissioners, road agents, forestry committee members, police officers, and other town employees and volunteers can play a vital role in the enforcement of forest laws. This will be a valuable workshop for new town officials and employees, as well as a refresher course for those that have been around for awhile.

Foresters attending will receive CEU's for licensing.

Meeting times:

These workshops run from 8 am to 3:00 pm with a break from 12:30-1:00 for lunch. (Bring your own). You may attend for just the morning or for all day. Please arrive promptly so we can start on time.

8-8:15 check in

8:15-12:30 pm

- Who is responsible for what
- Timber tax and intent-to-cut forms
- Wetlands regulations, prime wetlands, forestry notification, stream crossing rules, shoreland water quality protection act as it relates to forest management
- Forest Harvest laws (slash law, basal area along roads and streams, timber theft and trespass, deceptive practices)
- Roads (classes, weight limits, bonds, authority)

12:30 - 1:00 Lunch - Bring your own

1:00 - 3:00 pm

Visit a recently completed timber sale to learn what is and isn't in compliance.

Directions to Shieling Forest, Peterborough

From the Milford/Keene Area: Take Route 101 to the Town of Peterborough. At the intersection of Route 101 and 123, turn right onto Old Street Road. There is a blinking yellow light at this intersection. Continue through the four-way intersection at Sand Hill Road, Shieling Forest is the third driveway on your right.

From Hillsboro area: Take Route 202 from Hillsboro to the intersection of Route 202 and 136. Turn left at the intersection and take an immediate right turn onto Old Street Road. Follow the signs from the Monadnock Hospital. Shieling Forest is located just past the hospital on the left.

Directions to White Mountain National Forest Headquarters, Campton

Heading North on I-93: Exit 27, left at end of ramp and go under highway; take right just past southbound off-ramp.

Heading South on I-93: Exit 27, right at end of ramp and take next right.

Instructors:

- Karen Bennett**, UNH Cooperative Extension
- Jesse Bushaw**, NH Dept. of Revenue Administration
- Andy Fast**, UNH Cooperative Extension
- Tim Fleury**, UNH Cooperative Extension
- Eric Johnson**, NH Timberland Owners Association
- Linda Magoon**, NH Dept. of Environmental Services Wetland Bureau
- Jon Martin**, Martin Forestry Consulting
- Doug Miner**, NH Division of Forests and Lands
- Bryan Nowell**, NH Division of Forests and Lands
- Steve Roberge**, UNH Cooperative Extension
- Steve Sherman**, NH Division of Forests and Lands

Questions about the program?

Karen Bennett 862-4861 or karen.bennett@unh.edu
 Debbie Anderson 862-1028 or debbra.anderson@unh.edu

Questions about registration?

Debbie Anderson 862-1028 or debbra.anderson@unh.edu

On-line registration

Online registration is encouraged. This workshop is free, but you need to pre-register to receive the resource materials and guarantee a place. Space is limited. If you do not have access to a computer, fill out the form below and mail in your form to:

UNHCE BSC
Forest Laws, event # 15760
59 College Rd., Taylor Hall, Durham, NH 03824
 For on-line registration find the registration link at nhwoods.org -or- <http://bit.ly/FLaws>

Registration Form - Forest Laws for Municipal Officials Fall 2013

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone: () _____

Email: _____

Town position: _____

Please indicate choice below:

Tues., Nov. 19 - Peterborough
 _____ AM only
 _____ all day

Wed., Nov. 20 - Campton
 _____ AM only
 _____ all day

NOTE: If you have special needs in order to participate in this program, please contact us 2 weeks in advance of the program date informing us of your need, to allow us time to make the necessary arrangements. Thank you.

OCT 28 2013

~ PUBLIC NOTICE ~

Pursuant to RSA 228:99 and RSA 240, the Governor's Advisory Commission on Intermodal Transportation (GACIT), which is composed of the five Executive Councilors and the Commissioner of the New Hampshire Department of Transportation announces that Public Hearings will be held to review and make recommendations on the update of the State's Ten Year Transportation Improvement Plan (2015-2024).

Two meetings will be held in November. The first meeting will be held on November 6, 2013 at 1:00 PM at the NH Department of Transportation, John O. Morton Building, 7 Hazen Drive, Concord NH in Conference Rooms 112 & 113. The second meeting will be held on November 20, 2013 at 1:00 PM at the NH Department of Transportation, John O. Morton Building, 7 Hazen Drive, Concord NH in Conference Room 114.

The purpose of these Public Hearings is to review public comments/testimony on the projects and materials included in the draft 2015-2024 Ten Year Transportation Improvement Plan as recommended by the New Hampshire Department of Transportation to GACIT. Information from twenty-five (25) Public Hearings held through the months of September and October will be reviewed by GACIT, so that they can adopt and forward recommendations to the Governor in December 2013.

Copies of any documents related to the Ten Year Transportation Improvement Plan (2015-2024) are available for review on the NHDOT website:
<http://www.nh.gov/dot/org/projectdevelopment/planning/typ/index.htm> or by contacting the Bureau of Planning & Community Assistance at the Department of Transportation (603-271-3344).

Additional questions should be addressed to:
William E. Watson, P.E.
Bureau of Planning and Community Assistance
New Hampshire Department of Transportation
John O. Morton Building, 7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Any individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disability, should contact Sharon Allaire, (603) 271-3344, NHDOT, P.O. Box 483, Concord, N.H. 03302-0483 - TDD access: Relay N.H. 1-800-735-2964. Notification of the need for assistance must be made no later than 7 days before the meeting.

The projects developed through the Ten Year Plan process will be administered according to the requirements of Title VI of the Civil Rights Act of 1964 and related statutes to ensure non-discrimination.

Executive Councilor Debora B. Pignatelli
Acting Chairperson, Governor's Advisory Commission on Intermodal Transportation (GACIT)
Dated at Concord, NH
this 25th day of October 2013

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

Lori and Allan Wright Jr.
13 Furber Drive
Lee, NH 03861

Oct. 28, 2013

Dear Board of Selectmen,

We understand that the Board of Selectmen tonight will consider a proposal to spend about \$37,000 to hire a construction manager for the proposed new Lee Library and Community Center. Please consider this letter our request that you delay approving this considerable expenditure until financing has been secured for this proposed project, either through private fundraising, grants, a town-approved bond, or other funding sources.

It could be years before financing is secured for this project and construction begins. As a result, the budget and estimated costs for constructing this facility could change substantially. It would be imprudent and a waste of taxpayer money to move forward with this aspect of the project before financing is secured.

If you determine that the hiring of the construction manager is necessary to move this project forward, we would ask that the costs for hiring this firm be paid for through private fundraising dollars/grants/other non-taxpayer sources already in hand for this project or hired when those funds are available.

Sincerely,
Lori and Allan Wright Jr.

TOWN OF LEE
PLANNING/ZONING/CODE ENFORCEMENT/HEALTH
7 Mast Road
Lee, New Hampshire 03861

November 5, 2013

Dr. John R. LaCourse, Chairman
Board of Selectmen
7 Mast Road
Lee, NH 03861

Re: Issuance of building permits

Dear Chairman LaCourse:

It has been past practice to have the Board of Selectmen review and approve projects proposed to be built on land that has an easement. Currently there are two requests.

Conservation Easement

- John & Carol Hutton- Coppal House Farm, 118 North River Rd would like to construct a Yurt. This will be built on easement land located at the end of main building. (old cow barn) This building will be used as a warming hut for the corn maze, sleigh rides etc. and in the warmer months it will be used for education classes etc. There will not be any permanent structures inside. They will use picnic tables and benches. The foundation will be cement blocks and the covering will be a canvas. (see photo)

The Lee Conservation Commission has met with the applicant and they do not have any issues with the proposal. (See email)


Heritage Easement

- Chuck & Laurel Cox-Sheltering Rock, 59 Randal Road would like to construct an addition of an enclosed deck/porch to the home.

The Lee Heritage Commission has met with the applicant and they do not have any issues with the proposal. (See letter)

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Caren Rossi
Planning/Zoning and Health Administrator



Caren Rossi

From: BHumm@aol.com
Sent: Tuesday, November 05, 2013 11:41 AM
To: crossi@leenh.org
Subject: Re: (no subject)

Yes, we approved John's yurt last night.

Bill

In a message dated 11/5/2013 11:22:05 A.M. Eastern Standard Time, crossi@leenh.org writes:

Hey Bill,

I am checking on last night's con com meeting. The reason I ask is because when the con com approves John Huttons request, if they do,

I then need to submit it to the BOS for their approval. They are meeting next Tuesday 11/12 and if it is ready I wanted to get it on that agenda.

Thanks much!

Caren Rossi

Planning/Zoning and Health Administrator

Town of Lee

7 Mast Rd

Lee, NH 03861

(603) 659-6783

Caren Rossi

From: Patricia Jenkins [grehie@comcast.net]
Sent: Thursday, July 11, 2013 10:38 AM
To: Caren Rossi
Subject: Joel Miller

Hello Caren,

This is a follow-up of your conversation with Laura yesterday. The Heritage Commission has reviewed the Randall property with Joel Miller's proposed changes and is satisfied with what he plans to do.

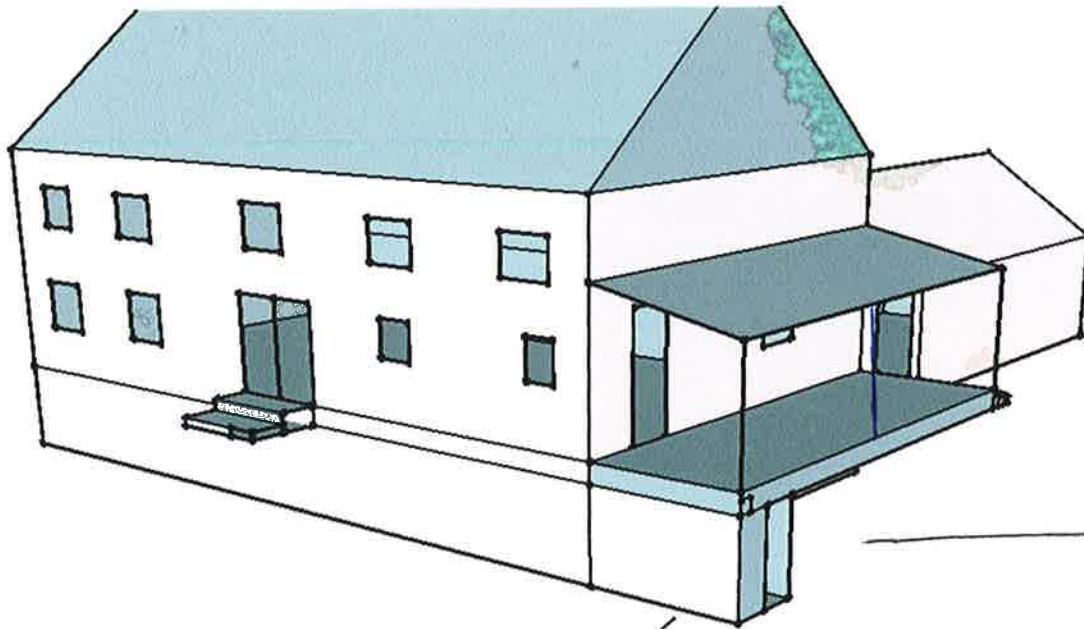
Are your toes webbed from all of the rain yet !!!

`tricia

*

*

Sheltering Rock



+25'

+50'

Ray McCook



Oct. 31, 2013

Dear Tom, Sharon, Susan and Amy

Thank you immensely for taking time from a busy schedule to meet with me at the Durham Public Library earlier this week. Your willingness to learn about a promising new technology for providing broadband Internet access means a great deal, and I appreciate it immensely.

As I mentioned, the University of New Hampshire's Broadband Center of Excellence (UNH BCoE) has been awarded an equipment grant by Gigabit Libraries Network (www.giglibraries.net) to determine the feasibility of using TV White Space Super Wi-Fi technology to provide broadband services to underserved and un-served libraries. (You can learn more about this technology at our website: <http://unhbcoe.org/technology/tv-white-space/how-it-works-understanding-tv-white-space-networks>).

Although the libraries surrounding the Durham area already are blessed with high-speed broadband and the advantages it brings to communities, not every public library in our state is as fortunate. By participating in a controlled trial of TV White Space, you have an opportunity to play a significant role in helping to bring broadband to public libraries throughout the state and ensuring access to broadband Internet services for all citizens of New Hampshire.

As I outlined, there are several benefits tied to a partnership with UNH BCoE in the assessment of this technology:

- The opportunity for your library to be part of a project that will help New Hampshire communities connect to the broadband Internet and enjoy access to the range of services and opportunities it brings.
- The proximity of your library to the University Of New Hampshire, its nationally recognized Interoperability Test Lab and the resources that can be brought to bear to evaluate this technology.
- The ability to collect feedback and evaluations from patrons about TV White Space technology, which will help inform and direct future deployments in underserved communities.

Participating in a trial with UNH BCoE would not require a significant investment of time and resources from the Durham Public Library. The UNH BCoE would manage the entirety of the project.

The solution works as follows:

- A central base station unit is installed in a location that has broadband connectivity. In the case of our trial this is at Stokes Hall on the campus of UNH.
- Outside the library, a small antenna and TV White Space unit is installed on a mast. It connects a computer or Wi-Fi access point to the unit using an Ethernet cable (see photo below).

- This location can now enjoy broadband connectivity at speeds ranging from 2 megabits per second to 10 megabits per second.

A partnership between the Durham Public Library and the UNH BCoE would enable the library to become a visible leader in advancing broadband connectivity throughout New Hampshire. As such, I'd like to invite you to consider participating in a four- to six-week trial of this technology that involves these attributes:

1. Serving as a community access point that allows your patrons to try out this exciting new technology on a purely volunteer basis and compare it to what they currently experience.
2. Participating in a trial that will help to bring low cost broadband to currently un-served or underserved libraries and will be included in a report to be published by the UNH BCoE describing the trial and the viability of TV White Space technology.
3. Providing (at no cost to the library) an installation site for this 4-6 week trial. The installation consists of a small antenna and unit mounted on a mast above or outside your building and an Ethernet cable that runs from the unit into your building and connects to a computer. There will be no disruption to your existing broadband service, the use of the service is strictly voluntary and patrons will be clearly informed when they are connected to the Internet thru the TV White Space technology.



The beneficiaries of this solution are New Hampshire residents who currently do not have access to the broadband services your library patrons enjoy. Participating in this proposed trial would provide a critical example for verifying the solution and moving the technology forward toward commercial deployment.

UNH has received two grants for TV WS trial and will have access to free equipment till December 31, 2013. Will you kindly allow us to know how we can work with your office to accomplish this market trial?

Thank you once again for your consideration. I look forward to talking with you soon and answering any questions you may have.

Best regards,

Rouzbeh Yassini, Ph.D.
Executive Director UNH BCoE