

SELECT BOARD MEETING AGENDA & POLE LICENSE PUBLIC HEARING

DATE: 6:00pm Tuesday, February 18, 2014

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. **POLE LICENSE PUBLIC HEARING**
A hearing on Petitions to universally amend the pole and conduit licenses issued for poles and conduits in the public rights-of-way, and agreements for use of the rights-of-way by water companies to require payment of properly assessed property taxes and notify the Town of additional attachments on the poles and conduits, as required by the New Hampshire law.
3. **Public Comment**
4. **Walter Cheney – Land Swap**
Request that the Town consider trading 7+ acres (Map 3-5-00) with 22+ acres of his 45+ acre parcel (Map 3-02-00). His parcel is currently zoned commercial and the Town's parcel is zoned residential.
5. **Caren Rossi, Planning and Zoning Administrator – Hayes Road Subdivision Road Naming**
Jones & Beach Engineers, Inc. recommends Chestnut {Drive.}
6. **Elena Pascale, 16 Old Bennett Road – March is Multiple Sclerosis Month**
Inform the Board and the School Department that March is MS Month.
7. **Carole Dennis, Selectwoman – Volunteer Appreciation Sign and Dinner**
Request the Select Board's approval for a sign to be put up in the community, thanking volunteers for their continued efforts and to suggest that the Town collaborate with the Fire Association on their volunteer appreciation dinner in the spring.
8. **Roger Rice, Transfer Station Manager – Book and Clothing Recycling Programs**
Present the Select Board with two alternative recycling companies to replace Got Books (which is no longer in business.)
9. **Town Administrator's Report**
 - Welfare Guidelines
 - ORYA Memorandum of Understanding regarding field maintenance and scheduling
 - Miscellaneous
10. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

SIGNATURES REQUIRED

Tax Abatements
Elderly Tax Exemption Application
Land Use Change Tax

INFORMATION ONLY

Xfinity Annual Customer Notices Letter
Senior Advisory Committee Application – Nancy Ryan

11. **Acceptance of Minutes – Minutes and Non Public Minutes from February 3, 2014**
12. **Acceptance of Manifest #16 and Weeks Payroll Ending February 16, 2014**
13. **Miscellaneous/Unfinished Business**
14. **Non-Public**
 - a. **RSA 91- A:3 II (a) – PD Personnel Issue**
15. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on February 14, 2014

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: Feb 18, 2014

Agenda Item No. 2

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/14/2014

Agenda Item Title: Pole License Public Hearing

Requested By: Board of Selectmen

Date: 1/30/2014

Contact Information: 603-659-5414

Presented By: Board of Selectmen

Description: A hearing on Petitions to universally amend the pole and conduit licenses issued for poles and conduits in the public rights-of-way, and agreements for use of the rights-of-way by water companies to require payment of properly assessed property taxes and notify the Town of additional attachments on the poles and conduits, as required by the New Hampshire law.

Financial Details: TBD

Legal Authority RSA 72:23, I(b)

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to grant the Petition to Amend Pole Licenses and the Agreements to use the public rights-of-way as presented.



**Public Service
of New Hampshire**

780 N. Commercial Street, Manchester, NH
03101

Public Service Company of New Hampshire
P. O. Box 330
Manchester, NH 03105-0330
(603) 634-2459
Fax (603) 634-2438

Christopher.allwarden@nu.com

The Northeast Utilities System

Christopher J. Allwarden
Senior Counsel

RECEIVED
FEB 10 2014
TOWN OF LEE, NH
SELECTMAN'S OFFICE

February 7, 2014

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

**Re: Public Hearing Notice – Hearing to Amend Pole and
Conduit Licenses**
Hearing Date: February 18, 2014

Dear Board of Selectmen:

The undersigned is legal counsel to Public Service Company of New Hampshire (“PSNH”). PSNH has received your notice of a public hearing at which the Town of Bow will take up the matter of the universal amendment of existing pole and conduit licenses in the Town, to require the payment of properly assessed property taxes, and to require licensees to provide information pertaining to entities attached to their poles or conduits. This is to advise that, to the extent the proposed amendments seek to make language changes to the pole licenses of PSNH consistent with RSA 72:23, and the rulings of the New Hampshire Supreme Court in N.E. Tel. & Tel. Co. v. City of Rochester, 144 N.H. 118 (1999) and Verizon New England v. City of Rochester, 151 N.H. 263 (2004), PSNH does not intend to raise a legal objection to the amendments. However, this should not be construed as a waiver of PSNH’s rights to protest, seek an abatement of, or otherwise legally challenge as excessive or disproportionate the assessment by the Town of Lee of any incremental property tax upon PSNH’s use or occupancy of the public right of ways in Lee, and PSNH fully reserves all such rights.

PSNH does, however, object to the proposed amendments to include the requirement or condition that the licensee (1) notify within 90 days of the date of amendment each attacher to the licensee’s poles or conduit, by serving a copy of the petition, (2) submit to the Town Clerk a complete list of attachers to each pole or conduit, listing the pole or conduit locations of each, and (3) update annually on or before May 1st the information provided to the Town Clerk, including the location of additional attachers, and any attachers that have removed or added new attachments. These requirements are not revisions required under RSA 72:23, or

the New Hampshire Supreme Court cases interpreting that statute, in order to legally assess and tax either the facilities or equipment of the named licensee, or the use and occupancy of the public right of way by the named licensee. Furthermore, such other attachers, to the extent they may exist, are required to license or permit their facilities located within the public rights of way with the Town of Lee pursuant to RSA 231:159, et seq., just as PSNH is. Consequently, the identity of attachers utilizing the public rights of way, whether by attachment to existing utility poles, conduit or otherwise, should be obtainable from Lee's own public highway licensing records. PSNH is not aware of any statute or other provision of law in New Hampshire which authorizes the Town of Lee to compel PSNH to provide this information as a requirement or condition of a pole or conduit license.

We also bring to your attention that, in accordance with the requirements of RSA 374:34-a, public utilities such as PSNH must provide non-discriminatory access to their distribution poles and conduit to certain third parties seeking to use them for attachment of their own lines, cables and appurtenances. Under existing regulations of the New Hampshire Public Utilities Commission (Puc 1303.08), such third parties are required to clearly label their attachments with owner identification. This affords another means by which the Town may obtain its own information pertaining to attachers utilizing the public rights of way.

Under the above circumstances, PSNH maintains it is neither legally necessary, nor fair or reasonable, to require a licensee to provide or report to the Town information about others using the licensee's poles or conduits licensed in the public right of way. Such a license amendment is not required in the public good.

As PSNH is unable to send a representative to your hearing, PSNH respectfully requests that this letter be included in and made a part of the record of the minutes of the hearing of this matter on February 18, 2014. Thank you.

Very truly yours,



Christopher J. Allwarden
Senior Counsel, Legal Department

cc: Caren Rossi, Planning & Zoning Administrator, 38 West Mill Pond Road,
Lee, NH 03861
Lindsey Evans, PSNH
Paula Vincent, PSNH



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7 MAST RD, LEE, NH 03861
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Meeting Date: Feb 18, 2014

Agenda Item No. 4

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/14/2014

Agenda Item Title: Land Swap

Requested By: Walter Cheney

Date: 1/30/2014

Contact Information: 603-817-7123

Presented By: Walter Cheney

Description: Request that the Town consider trading 7+ acres (Map 3-5-00) with 22+ acres of his 45+ acre parcel (Map 3-02-00). His parcel is currently zoned commercial and the Town's parcel is zoned residential.

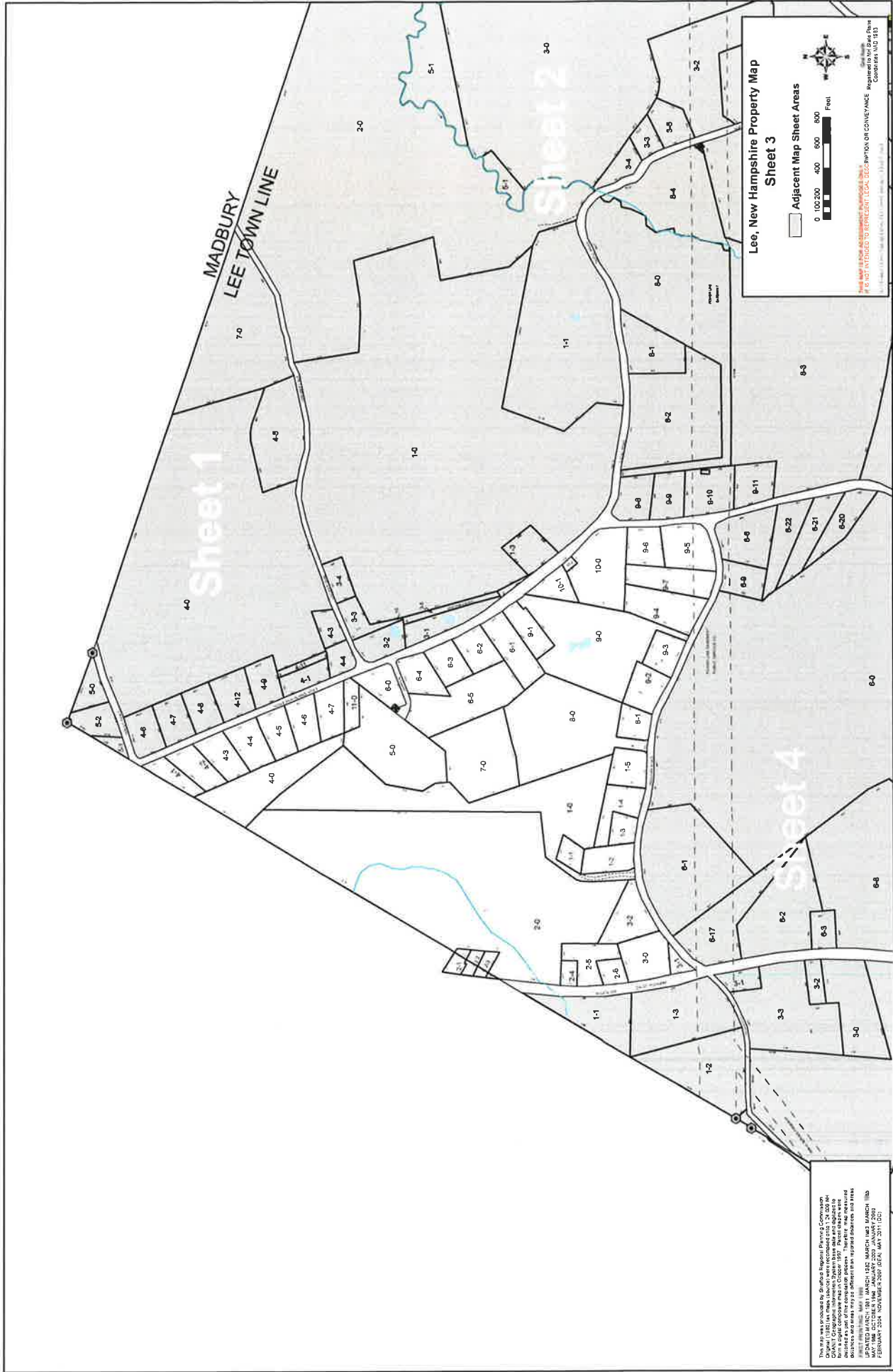
Financial Details: Mr. Cheney wishes to accomplish this as a "tax free swap." The Town-owned parcel is a vacant, wooded lot with a current market value of \$15,800. Mr. Cheney's 45 ac. parcel has a current assessed value of \$348,900. The Town would lose a yet-to-be determined amount of tax revenue and there would be legal fees associated with this transaction should this request be granted.

Legal Authority: Under NH RSA 41:14-a, "the selectmen shall have the authority to acquire or sell land, buildings", if this authority was granted to the selectmen by the Legislative Body under RSA 41:14-c. However, the Town of Lee has not adopted this statute, therefore, this would first need to be done at a "duly warned meeting" of the Town.

Legal Opinion: The Town Administrator has not yet received a legal opinion on whether a "land swap" is allowable outside of these statutes.

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION:



Lee, New Hampshire Property Map
Sheet 3

Adjacent Map Sheet Areas

0 100 200 400 600 800 Feet

North Arrow

THIS MAP IS FOR ADMINISTRATIVE PURPOSES ONLY. IT IS NOT INTENDED TO REPRESENT LEGAL INTERESTS OR CONVEYANCE. FOR MORE INFORMATION, CONTACT THE TOWN ENGINEER, TOWN OF LEE, NEW HAMPSHIRE, 100 MAIN STREET, LEE, NH 03881.

This map was prepared by the Office of the Town Engineer, Lee, New Hampshire, in accordance with the provisions of the Revised Statutes of New Hampshire, Chapter 281-A, and the provisions of the Statewide Geographic Information System Act, RSA 281:100. The map was prepared for the purpose of showing the location of the Lee, New Hampshire, property lines. The map was prepared on the basis of the most recent aerial photograph available, and the accuracy of the map is not guaranteed. The map was prepared on the basis of the most recent aerial photograph available, and the accuracy of the map is not guaranteed. The map was prepared on the basis of the most recent aerial photograph available, and the accuracy of the map is not guaranteed.



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Meeting Date: Feb 18, 2014

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/14/2014

Agenda Item Title: Hayes Road Subdivision Road Naming

Requested By: Caren Rossi, Planning and Zoning Administrator **Date: 1/30/2014**

Contact Information: 603-6783

Presented By: Caren Rossi

Description: Present Jones & Beach Engineers' recommended name of Chestnut {Drive} for the Hayes Road Subdivision.

Financial Details: n/a

Legal Authority: Town of Lee 2009 Subdivision Regulations

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve the recommended name of Chestnut {Drive} for the Hayes Road Subdivision.

**2009 SUBDIVISION REGULATIONS
FOR THE
TOWN OF LEE, NEW HAMPSHIRE
Subdivision Regulations Appendix**

5-25-98 Added by Board of Selectmen

Guidelines for naming Lee Town subdivisions and subdivision roads (and possibly other roads as well):

1. Initial consideration should be given to the name of the original owner of the subdivision parcel, especially if the original owner was a long-time resident and a respected figure in town (as in Captain Parker Drive).
2. If the original owner was not well known, or did not live on the property very long, then consideration might be given to a subsequent owner who was a notable leader in town affairs (as in Sackett Road).
3. If the property is not associated with any notable owner, then consideration might be given to the properties association or relationship to some historical event or geological formation (as in Wheelwright Drive).
4. If the subdivision exists on a prior, well-known farm, then the word "farm" might be included as a means to highlight Lee's agricultural heritage (as in James Farm Road or Hale Farm Road).
5. We should avoid - at all costs - phony developer names, which are commonly found in American suburbs - such as "Sherwood Forest Drive" and "Robin Hood Lane". Such names lack authenticity and have no connection with the town's history or character.
6. In two cases - Jacob Lane and Swaan Drive - we have subdivision roads named after the children of the developers. This practice should not be encouraged, although both these names are dignified and attractive.
7. The above guidelines need not be used in a rigid fashion. In some cases exceptions might well be made. Whatever criteria are used, the end result should be names that are authentic, tasteful, and reflect the general character of the community.

Recommendations:

- Private roads should be called lanes or ways (as in Jenkins Lane or Clement Way)
- Public roads that are relatively narrow, short, and dead-ended, should also be called lanes or ways (as in York Lane).
- Public thoroughways or connector roads should be called roads (as in Mast Road, Turtle Pond Road, Concord Road, Garrity Road etc.)
- Subdivision roads should be called drives (or perhaps lanes in some cases), but not roads.



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Meeting Date: Feb 18, 2014

Agenda Item No. 7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/14/2014

Agenda Item Title: Volunteer Appreciation Sign and Dinner

Requested By: Selectwoman Carole Dennis

Date: 1/30/2014

Contact Information: 603-659-5414

Presented By: Carole Dennis

Description: Request the Select Board's approval for a sign to put up in the community, thanking volunteers for their continued effort and to suggest that the Town collaborate with the Fire Association on their volunteer appreciation dinner in the spring.

Financial Details: Approx. \$275, plus installation costs.

Legal Authority RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve putting up a volunteer appreciation sign within the Town of Lee, as presented.

**Today is my chance
to make our community a better place**

**Thank You
Town of Lee Volunteers**



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Meeting Date: Feb 18, 2014

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/14/2014

Agenda Item Title: Transfer Station Book and Clothing Recycling Program

Requested By: Roger Rice, Transfer Station Manager **1/30/2014**

Contact Information: 603-659-2239

Presented By: Roger Rice

Description: Present the Board with two alternative recycling companies to replace Got Books (which is no longer in business).

Financial Details: The Town receives +/- \$800 each year from the book recycling program, and currently “donates” the proceeds from the clothing recycling bin to ORCSD.

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to authorize the Transfer Station Manager to enter into an agreement with _____ to place a book drop-off bin at the Transfer Station OR

Move to authorize the Transfer Station Manager to enter into an agreement with _____ to place a book drop-off bin and clothing drop-off bin at the Transfer Station and to require that all proceeds be deposited into the Town’s General Fund OR

Table for further discussion.



Big Hearted Books & Clothing Inc.

Sharing the love of books.

Hello,

I'd like to take a moment to introduce myself and our company. My name is Kevin Howard. I am the president of Big Hearted Books And Clothing Inc. We are based out of Sharon MA and serve all of New England in our book and clothing collection efforts.

BHB is a socially minded for profit book and textile recycling company. It is our goal to keep these items out of landfills by getting them back into the hands of people that can use them. We collect these materials throughout all of New England by use of our book and clothing collection containers and free home pick-up service. We share the profits from the sale of these materials with the hosts of our containers or a charity of your choice for allowing us to collect on your property.

I am contacting you because we know you presently have or have used Got Books containers to collect books and/or clothing. Unfortunately, Got Books has got into considerable financial trouble and control has been taken over by the bank. Got Books has ceased operations of its collections and is liquidating assets to satisfy its current debtors. It is my understanding that your location could be owed money from Got Books and we would like to help. Mini Warehousing, the company who owns the collection bins and rents these bins to Got Books is in the process of removing all of Got Books bins due to defaulting on their lease. Mini Warehousing has reached out to us at Big Hearted Books and Clothing Inc. to see if we would be interested in continuing the processing of the book collection container(s) currently on your site.

Big Hearted Books would be happy to service your collection container and proceed under a new, mutually agreed upon contract to keep them at their present locations. People have likely learned that your collection location is the place to donate books and/or clothes. Removing the bin, means lost revenue going forward that you could be collecting with Big Hearted Books and Clothing Inc. processing the collections. If you choose to resign an agreement with us, we will rebrand the bins with new signage and evaluate the collection location on your site to maximize your collection ability and profit from your collection site. In the spring, once the weather permits us, we will send someone out to paint the container white. Our agreement is for 1 year and renews automatically unless given written notice 30 days prior. We will honor the rate per pound per your Got Books contract. Additionally, if you do not already have a clothing recycling program, and allow us to put a second container for clothing next to the book container, we will pay you for the clothing at a rate of \$0.05 per pound. All checks are mailed out timely and have an itemized breakdown of all the weights of the materials collected. Adding the clothing container, will double the revenue that you used to make with only the Got Books book collection container.

Big Hearted Books & Clothing Inc. | 5 Merchant St., Suite B, Sharon, MA 02067
tel. 781.784.0813 | fax: 781.784.0817 | info@bigheartedbooks.com

www.bigheartedbooks.com



Big Hearted Books & Clothing Inc.

Sharing the love of books.

Should you not choose to entertain this new agreement and have the bin removed from your property, please contact us at Big Hearted Books and Clothing Inc. to arrange for the pickup of the former Got Books bin. We would like to talk to you directly to ensure a swift removal of your collection bin or to answer any concerns you may have about moving forward with Big Hearted Books.

We are currently in the process of upgrading our website that will include your own online log in to see what dates your site was collected, quantity that was collected and all past and present payments due to you and your organization. We hope to have our new site operational within a few months.

We really hope you consider working with us. Please feel free to call us with any questions or to schedule a time to have us come out and meet with you face to face. We have almost 500 collection containers placed around New England and would gladly supply references for your review.

We at Big Hearted Books, look forward to working with you and making this a great relationship for years to come.

Thank you for your consideration.

With Best Regards,

Kevin Howard

President

Big Hearted Books and Clothing, Inc.



Big Hearted Books & Clothing Inc.

Sharing the love of books.

5 Merchant St., Suite B

Sharon, MA 02067

tel: 781.784.0813 | fax: 781.784.0817

www.bigheartedbooks.com

Bin Placement Agreement – 12 Months/Auto Renew*

Date: _____ Bin Delivered Date: _____

Organization Name: _____

Contact: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ Initial: _____

BHB REPRESENTATIVE:

BOOK AND CLOTHING COLLECTION CONTAINER TO BE PLACED ON CLIENT PROPERTY (12 MONTHS)

On this _____ day of _____, 2014, Big Hearted Books and Clothing, Inc of 5 Merchant St, Sharon, MA, (BHB)

and _____ (“Container **Recipient** Contact Name”),

of _____ (“Company or Organization Name”)

at _____ (“Address of Organization”)

hereby enter into this agreement for Big Hearted Books and Clothing, Inc to place book and/or clothing container(s) on their property with the authorization of Container Recipient, and for Big Hearted Books and Clothing, Inc to accept full responsibility. (Insurance Certificate is available upon request by Container Recipient.)

WHEREAS, Container Recipient agrees to allow Big Hearted Books and Clothing, Inc to place a book and/or clothing deposit container at the location(s) listed below:

_____ (Placement location on property).

This Placement Agreement is for a period of 12 months*

Book Bin- DONATION OF SPACE (Initial _____) .³PER LB (Initial _____) DONATE TO CHARITY AT .³LB(Initial _____)

Clothing Bin- DONATION OF SPACE (Initial _____) PER LB (Initial _____) DONATE TO CHARITY AT LB(Initial _____)

Checks will be mailed quarterly to Recipient. BHB may remove container if collections fail to meet standards. All payments shall be made to Recipient’s notice address. Per the requirements set forth by the IRS (Internal Revenue Service), the beneficiary of any and all checks issued by Big Hearted Books and Clothing Inc will be required to complete a W-9 form that will be provided by Big Hearted Books and Clothing, Inc.

WHEREAS, Container Recipient has agreed to the placement of Big Hearted Books and Clothing, Inc book and/or clothing deposit container on their property, the **Recipient further agrees that there will be no other similar book collection container placed by any other vendor or source on their property without prior approval of Big Hearted Books.**

This License contains the entire agreement between the parties and supersedes any and all prior agreements and is binding upon the parties, their heirs, successors and assigns. This Agreement shall not be modified or terminated orally and any changes to the Agreement must be in writing and signed by both parties.

WHEREAS, Container Recipient understands that Big Hearted Books and Clothing, Inc is a Massachusetts “For Profit” Corporation pursuant to Massachusetts General Laws and/or the Code of Massachusetts Regulations. Big Hearted Books and Clothing, Inc intends to donate a percentage of books collected to charities and non-profit organizations, and will sell for profit, a percentage of the items collected, or in some cases recycle books to prevent them from a future in our landfills, with regards to the containers referenced in this Agreement

WHEREAS, Big Hearted Books and Clothing, Inc will collect bin contents regularly, along with possible non-book items deposited into the bins. Non-book and clothing items will be recycled or disposed of at the expense of Big Hearted Books and Clothing, Inc, and constant appearance of this type of bin deposits will be cause to remove the bin from this location.

WHEREAS, Container Recipient authorizes Big Hearted Books and Clothing, Inc to place collection container(s) at designated locations set forth below. Container Recipient agrees to coordinate and accept delivery of such container(s), to promptly notify Big Hearted Books and Clothing, Inc when the container(s) are full, to coordinate the return of all such containers, and to otherwise fully cooperate with Big Hearted Books and Clothing, Inc relating to such containers, promotion of the containers, as well as to assist Big Hearted Books and Clothing Inc in the receipt of the content of the container(s).

Containers shall be delivered, maintained, and recovered at the sole expense of Big Hearted Books and Clothing, Inc, provided that once the container size and location are confirmed with Container Recipient (as set forth below), Container Recipient should not refuse delivery of, or change the location of a container(s) without the notice to Big Hearted Books And Clothing, Inc. Big Hearted Books and Clothing, Inc will arrange for pick up and/or the emptying of and/or the replacement of each full container within a reasonable amount of time after being notified by Container Recipient. The following container(s) and location(s) are the subject of this Agreement:

WHEREAS, upon termination of this Agreement for any reason, Container Recipient agrees to cooperate in the return of all property belonging to Big Hearted Books and Clothing, Inc and all other such property which is the subject of this Agreement. Big Hearted Books and Clothing, Inc will be responsible for delivery and removal at contract end of all collection bins. If Recipient requests the removal of the collection bin for any reason prior to contract end date, the Recipient will incur all removal cost.

WHEREAS, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts any disputes arising hereunder shall be brought in the venue of Boston, Massachusetts and all parties hereto consent to personal and subject matter jurisdiction in this venue.

All parties executing this Agreement swear attest that they have the authority to do so, and that they have read the above terms and conditions and agree to the same.

BIGHEARTEDBOOKSANDCLOTHING

Representative name:

PRINTED: _____

SIGNED: _____

TITLE: _____

DATE: _____

RECIPIENT OF COLLECTION BIN

Authorized name:

PRINTED: _____

SIGNED: _____

TITLE: _____

DATE: _____



**Big Hearted Books
& Clothing Inc.**

Sharing the love of books.

5 Merchant Street, Suite B | Sharon, MA 02067

tel: 781.784.0813 | fax: 781.784.0817

www.bigheartedbooks.com



January 30, 2014

Town of Lee
Recycling Center Road
Lee, NH 03824

To Participants in the Got Books Recycling Program,

We are sending this letter because you participated in Got Books' recycling program in 2013 and may not have received payment for all books collected. Got Books issued a letter to creditors dated January 13, 2014, disclosing recent financial difficulties and their decision to wind down operations and pay creditors in an out-of-court procedure.

Got Books' letter invites you to participate in the "assignment for the benefit of creditors." If you decide to participate, you must send a proof of claim by **February 12, 2014** as outlined in the letter. To submit a proof of claim you need information documenting your 2013 volume of books collected.

To assist you in this unforeseen and unpleasant process, we are able to provide the weight and value of the books collected January 1 through November 30, 2013, which is

18,463 pounds of books collected with a value to your organization of \$553.89 .

If you decide to file a claim, you will need to determine the claim amount based on any payments received for 2013 volumes. Unfortunately, we do not have records on book volume collected after November 30, 2013.

Recycle That has an Alternative For You!

In an agreement effective January 24, 2014, Recycle That, LLC purchased Got Books Inc. rights to their combined book/textile recycling program and will solely manage and operate that fundraising program moving forward. The book only recycling program you have been participating in is separate from this combined book/textile recycling program.

However, Recycle That is able to support your existing book recycling program or, if you are interested, we can expand your recycling program to include textiles potentially increasing your revenue by up to 30%.

Please contact Don Tiller, Recycle That General Manager, at (877) 382-7417 x105 with any questions or to learn more about Recycle That's recycling program.

Sincerely,

A handwritten signature in cursive script that reads "Patricia McCully".

Patricia McCully, President
Recycle That, LLC

RECEIVED FEB 03 2014



241 Francis Ave
Mansfield, MA 02048
1-800-548-5408
Fax# 508-261-6188
www.miniwarehousing.com

January 28, 2014

Hello Got Books Collection and Recycling Donation Location,

My Name is Brian Quick and I am the President of Mini Warehousing Inc. Got Books has been a customer of ours for over 7 years and have been renting their book collection bins from us that are currently stored on your location as your book collection site.

I am contacting you because we have terminated all leases associated with Got Books, Inc. We received notice that they have entered into an "assignment for the benefit of creditors" which is what sometime happens to avoid filing bankruptcy. We have been receiving calls from a number of the collection locations with requests to empty the bins. Mini Warehousing does not empty the books or process any of the books that come from these locations. We simply lease the containers.

If you would like the bin removed, please contact us via phone at 508-339-4898 or email info@miniwarehousing.com. We are responding as fast as possible to any and all requests.

We also have received numerous requests to not remove the bin, and to get someone to continue the processing of the collected books. Mini Warehousing has reached out to Big Hearted Books, a local Massachusetts corporation to continue the processing of the book collection container(s) currently on your site. Big Hearted Books has over 500 collection containers placed around New England. They support community fundraising efforts, libraries, schools, nursing homes and other groups in need.

We have been advised Big Hearted Books would be happy to service your collection container and proceed under a new, mutually agreed upon contract to keep the container at their present locations. People in your area have likely learned that your collection location is the place to donate books and/or clothes. Removing the bin, means lost revenue going forward that you could be collecting with Big Hearted Books processing the collections. If you choose to sign an agreement with Big Hearted Books, after they have entered into a new lease with Mini-Warehousing, they will rebrand the bins with new signage and evaluate the collection location on your site to maximize your collection ability and profit from your collection site.

Should you not choose to entertain this new agreement and have the bin removed from your property, please contact Mini Warehousing to arrange for the pickup of the former Got Books bin. We would like to talk to you directly to ensure a swift removal of your collection bin or to answer any concerns you may have about moving forward with Big Hearted Books.

We really hope you consider working with Big Hearted Books. The benefit of recycling these unwanted books and keeping them out of landfills and in the hands of the people who need them most is noble and justifiable.

They have almost 500 collection containers placed around New England and would gladly supply references for your review.

We at Mini Warehousing, look forward to working with you and making this a great relationship for years to come.

Thank you for your consideration.

With Best Regards,

A handwritten signature in black ink that reads "Brian Quick". The signature is stylized and cursive.

Brian Quick

President
Mini Warehousing, Inc.



December 30, 2011

Dear Container Host,

Thank you for being a Got Books fundraising partner. We know that your success is our success. Getting the word out about your book collection program results in more books donated and more money for you!

Over the last few years Got Books has been paying above industry standard for collected books. Unfortunately, influences in the marketplace including gas prices, wages, fees, operating costs, and ultimately the economy have all caused us to review our payment rates. To maintain the program and continue to provide timely service and payments, we are adjusting the rate of compensation as of January 1, 2012 to \$.03 / pound for acceptable items (listed below).

Got Books prides itself on maintaining high "green" standards in all facets of our business. We go to great lengths to ensure proper recycling measures are taken, driving routes are scheduled for efficient fuel initiatives in order to reduce our emissions, and proper energy usage in the Got Books facility is focused on increasing energy efficiency. As part of this corporate mission, we also look to reduce our paper consumption by using more electronic communication tools and reducing the amount of physical material used for mailing. Being less reliant on paper, we will be able to improve communication about the container through email and with fewer mailings. In support of these green initiatives, we are beginning in 2012, a new compensation schedule. This new schedule will be made quarterly as follows:

By April 30, 2012 – Payment for pick-ups in Jan, Feb, March 2012

By July 30, 2012 – Payment for pick-ups in Apr, May, June 2012

By October 30, 2012 – Payment for pick-ups in July, Aug, September 2012

By January 30, 2013 – Payment for pick-ups in Oct, Nov, December 2012

The key to your fundraising success with Got Books is promotion to your organization and to your community. There are many simple and effective ways to increase donations. Here are some ideas to get you started:

- Visit www.GotBooks.com/marketingkit or refer to your Container Coordinator Handbook to use the tools in your Digital Marketing Kit
- Submit a press release to your local newspaper to publicize your container
- Promote your container in a mass email campaign
- Post it on your organization's or town's website – and link to Got Books for easy communication
- Display posters in high traffic areas in your organization and around the community
- Mention book donation in your monthly/annual newsletter
- Publicize the container at town or local events and celebrations
- Organize a book drive at your school, church, business, or other organization
- Post a notice on your local cable access channel
- Keep us updated with current info about your container to post on our website

The sky's the limit! The more effort you put in, the better results you'll see.

Just to remind you, here is a list of acceptable and unacceptable items for your container:

ACCEPTABLE

- Hardcover Books
- Paperback Books
- CDs & DVDs
- Audio Books
- Textbooks
- Records/LPs
- Children's Books

UNACCEPTABLE

- VHS Tapes
- Home recorded or taped media
- Magazines, newspapers, & phone books
- Encyclopaedias
- Damaged / moldy items

Special Collections for:

- After Library book sales
- After School clean-outs

If there is any additional promotional material or support we can offer to help you be successful, please let us know. Got Books is already directing callers, and website visitors to the container at your location. Give me a call anytime!

Thank you,

Matthew Libby
Director of Fundraising
Matt@GotBooks.com
978.284.2516

TOWN OF LEE
HUMAN SERVICES DEPARTMENT
GENERAL ASSISTANCE GUIDELINES



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



Our Mission

To provide interim assistance with basic needs for those who do not have the resources to meet these needs and encourage community involvement in addressing issues to help break the circle of poverty.



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I. DEFINITIONS

AGENCY: Any health, social service or other entity that provides services to a client and/or any such entity to which a Welfare Official may refer a client for additional resources and/or assistance.

APPLICANT: A person who expresses a desire to receive general assistance or to have his/her eligibility reviewed and whose application has not been withdrawn. This may be expressed either in person or by an authorized representative of the applicant.

APPLICATION (Re-Application): Written action by which a person requests assistance from a Welfare Official. This application must be on a form provided by the Welfare Official.

ASSETS: All cash, real estate property, personal property and future assets owned by the applicant. Includes cash on hand, checking account, bank and credit union accounts, retirements accounts, insurance policies with a loan value and non-essential personal property, which shall be considered as available liquid assets if they can be converted into cash, as well as monetary gifts, expectancies and future interests owned by the applicant and household.

CASE RECORD: Official files containing forms, correspondence and narrative records pertaining to the application, including determination of eligibility, reasons for decisions and actions by the Welfare Official, and kinds of assistance given. The case record may be kept electronically. A hard copy of all signed documents should be kept.

CLAIMANT: A recipient or applicant who has requested a fair hearing, either in person or through an authorized representative.

CLIENT: An individual who receives services from the welfare department. May be a single person or encompass a family.

ELIGIBILITY: Determination by the Welfare Official, with the assistance of the Guidelines, of a person's inability to support himself/herself, and therefore, the need for general assistance.

FAIR HEARING: A hearing, in accordance with the standards in Section XIII, which the applicant may request to contest a denial, termination or reduction of assistance.

GENERAL ASSISTANCE: Financial assistance provided to applicants in accordance with RSA 165 and these guidelines.

HOUSEHOLD: A household is defined as:

1. The applicant/recipient and persons residing with him/her in the relationship of a father, mother, stepfather, stepmother, son, daughter, husband, wife, civil union partner and/or minor children/stepchildren.
2. The applicant/recipient and any adult (including an unrelated one) who resides with the applicant/recipient "in loco parentis" (in the role of a substitute parent) to a minor child (a person under 18 years of age). A person "in loco parentis" is one who intentionally accepts the rights and duties of a natural parent with respect to a child not his/her own and who has lived with the child long enough to form a psychological family.

NOTE: A minor's residence is always that of the custodial parent.

WELFARE OFFICIAL: The official of the Town of Lee who performs the function of administrating general assistance and has the authority to make all decisions regarding the granting of assistance under RSA 165.

MINOR: A person under 18 years of age.

"RELIEVE AND MAINTAIN": The sustaining of basic needs necessary to the health and welfare of the household.

NEED: The basic maintenance and support requirements of a person, as determined by a Welfare Official.

RECIPIENT: A person who is receiving general assistance.

RESIDENCE: (Residency) A person's place of abode or domicile. The place of abode or domicile is that place designated by a person as his/her principal place of physical presence for the indefinite future to the exclusion of all other. Such residence or residency shall not be interrupted or lost by temporary absence from it if there is intent to return to such residency as the principal place of physical presence. RSA 165:1 (1); 21:6-a. If another municipality moves a client into the Town of Lee, they should pay for the first 30 days of assistance according to the NHLWAA ethics policy. Whenever a non-resident applicant is referred to another local welfare entity pursuant to RSA 165-1-C, the Municipal staff shall make a reasonable effort to contact the local welfare entity to which the applicant is being referred prior to the time the applicant leaves the Lee Human Services Department in order to ensure that the receiving welfare entity is willing to assist the applicant. If the Town staff member cannot make contact

with the other local welfare entity, or the entity refuses to assist the applicant, the Town shall work with the applicant to find adequate emergency services.

RESIDENTIAL UNIT: All persons physically residing with the applicant, including persons in the applicant's household and those not within the household.

SHELTER: A temporary housing provider through which an individual or family may seek emergency housing until permanent housing can be found.

UTILITY: Any service such as electric, gas, oil, water or sewer necessary to maintain the health and welfare of the household.

VENDOR/PROVIDER: Any landlord, utility company, store or other business that provides goods or services needed by the applicant/recipient.

VOUCHER SYSTEM: The system whereby a municipality issues vouchers to the recipient's vendors and providers rather than cash to the recipient. RSA 165:1 (III). See Section VII.

WORKFARE: Labor performed by welfare recipients at municipal sites or human service agencies as reimbursement for benefits received. RSA 165:31.

II SEVERABILITY

If any provision of these guidelines is held at law to be invalid or inapplicable to any person or circumstances, the remaining provisions will continue in full force and effect.

III CONFIDENTIALITY OF INFORMATION

Information given by or about an applicant or recipient of general assistance is confidential and privileged, and is not a public record under the provisions of RSA 91-A. Such information will not be published, released or discussed with any individual or agency without written permission of the applicant or recipient except when disclosure is required by law, or when necessary to carry out the purposes of RSA 165. RSA 165:2-c.

IV ROLES OF BOARD OF SELECTMEN AND WELFARE OFFICIAL

The responsibility for the day-to-day administration of the General Assistance Program is vested in the appointed Welfare Official of the Town of Lee. The Welfare Official shall administer the General Assistance Program in accordance with these written General Assistance Guidelines of

the Town of Lee. The Lee Board of Selectmen is responsible for the review and adoption of the General Assistance Guidelines.

V MAINTENANCE OF RECORDS

- A. Each Welfare Official is required by law to keep complete records concerning the number of persons given assistance and the cost for such support. Separate case records shall be established for each individual or family applying for General Assistance.

- B. The purpose for keeping such records is:
 - 1. To provide a valid basis of accounting for expenditures of the Town's funds.
 - 2. To support decisions concerning the applicant's eligibility (especially important if a Welfare Official should be required to prove in court that assistance was granted equitably).
 - 3. To assure availability of information if the applicant or recipient seeks administrative or judicial review of the Welfare Official's decision.
 - 4. To provide accurate statistical information.
 - 5. To provide a complete history of an applicant's needs and assistance that might aid the Welfare Official in ongoing case management and in referring the applicant to appropriate agencies (subject to confidentiality guidelines).
 - 6. To aid in the determination of residence under RSA 21:6a; and to allow a smooth transition of information if the recipient is transferred to another legally liable unit.

- C. The Welfare Official shall maintain case records containing, as a minimum, the following information:
 - 1. The complete application for assistance, including a signed authorization by the applicant allowing the Welfare Official to release, obtain or verify any pertinent information in the course of assisting the recipient.
 - 2. Written grounds for approval or denial of an application, contained in a Notice of Decision.

3. A narrative history recording need for relief, the results of investigations of applicant's circumstances, referrals, changes in status, and/or grounds for release of information.
4. A tally sheet, which has complete data, concerning the type, amount and dates of assistance given.
5. A completed Welfare Work Program application, if applicable.

VI APPLICATION PROCESS

A. Right to Apply

1. Anyone may apply for general assistance by appearing in person or through an authorized representative and by completing a written application form. Clients are seen by appointment. If more than one adult resides in a household, each may be required to appear at the Human Services Office to apply for assistance, unless one is working or otherwise unavailable. Each adult in the household should sign a "Release of Information Form" if possible.
2. The Welfare Official shall not be required to accept an application for general assistance from a person who is subject to a suspension pursuant to RSA 165:1B, provided that any person who contests a determination of continuing non-compliance with the guidelines may request a fair hearing; and provided further that a recipient who has been suspended for at least six (6) months due to non-compliance may file a new application.

B. Welfare Official's Responsibilities at Time of Application

When application is made for general assistance, the Welfare Official shall inform the applicant of:

1. The requirement of submitting an application. The Welfare Official shall provide assistance to the applicant in completing the application if necessary (e.g. applicant is physically or mentally unable or has a language barrier).
2. Eligibility requirements, including a general description of the guideline's amounts and the eligibility formula.

3. The applicant's right to a fair hearing, and the manner in which a review may be obtained.
4. The applicant's responsibility for reporting all facts necessary to determine eligibility, and presenting records and documents as reasonably available to support statements.
5. The joint responsibility of the Welfare Official and applicant for exploring facts concerning eligibility, needs and resources.
6. The types of verification needed, as well as a compliance date/appointment date.
7. The fact that an investigation will be conducted in an effort to substantiate the facts and statements presented by the applicant and that the investigation may take place prior to, during or subsequent to the applicant's receipt of general assistance.
8. The applicant's responsibility to notify the Welfare Official of any change in circumstances, which may affect eligibility.
9. Other forms of assistance for which the applicant may be eligible.
10. The Welfare Official may make home visits to verify information at his/her discretion and in the least intrusive manner possible.
11. The statutory requirement of placing a lien on any real property owned by the recipient, or any settlements, for any assistance given, except for good cause. The applicant will be requested to sign a lien document to demonstrate the applicant's knowledge and understanding of the lien. Such document may be recorded at the Strafford County Registry of Deeds per RSA 165:28. However, neither the absence of signature of the applicant nor the failure to record such lien document shall diminish the validity of the lien. The right to also place liens on civil judgments per RSA 165:28A.
12. The fact that reimbursement from the applicant will be sought if he/she becomes able to repay the amount of assistance given.

13. The applicant's right to review the guidelines, and the responsibilities as set forth in the guidelines.

C. Responsibilities of Each Applicant and Recipient

At the time of the initial application and at all times thereafter, the applicant/recipient has the following responsibilities:

1. To provide accurate, complete, and current information concerning needs and resources and the whereabouts and circumstances of relatives who may be responsible under RSA 165:19.
2. To notify the Human Services Office when there is a change in needs, resources, address, household size, etc.
3. To apply for and utilize immediately, but no later than seven (7) days from initial application, any benefits or resources, public or private, that will reduce or eliminate the need for general assistance.
4. To keep all appointments as scheduled.
5. To provide records and other pertinent information and access to said records and information when requested.
6. To provide a doctor's statement if claiming an inability to work due to medical problems.
7. Following a determination of eligibility for assistance, to diligently search for employment and provide verification of work search, contacting at least three places per day, to accept employment when offered (except for documented reasons of good cause (RSA 165:1-d), and to maintain such employment. RSA 165:1-b, I (c).
8. Following a determination of eligibility for assistance, to participate in the Welfare Work Program if required and if physically and mentally able per RSA 165:31.
9. To diligently work towards independence of local Human Services assistance through employment or other forms of public assistance, or by banking available assets for moving into affordable housing.

10. To reimburse the Town of Lee for assistance granted per RSA 165:20b.

An applicant shall be denied assistance if he/she fails to fulfill any of these responsibilities without reasonable justification. A recipient's assistance may be terminated or suspended for failure to fulfill any of these responsibilities without reasonable justification. Also disqualification for general assistance may occur as set forth in RSA 165:1-b.

Any person may be denied or terminated from general assistance, in accordance with the Lee General Assistance Guidelines or may be prosecuted for a criminal offense if he/she, by means of intentionally false statements or intentional misrepresentation or by impersonation or other willfully fraudulent act or device, obtains or attempts to obtain any assistance to which he/she is not entitled.

D. Actions on Applications

1. **Decision:** Unless an application is withdrawn, the Welfare Official shall make a decision concerning the applicant's eligibility immediately in the case of an emergency, or within five (5) working days after completion of the written application. A written Notice of Decision shall be delivered or mailed on the same day or next working day following the making of the decision. The Notice of Decision shall state that assistance of a specific kind and amount has been given and the time period of aid, or that the application has been denied, in whole or in part, with reasons for denial. A decision may also be made to pend an application subject to receipt of specified information from the applicant. The Notice of Decision shall contain a First Notice of conditions and shall notify the applicant of his/her right to a fair hearing if dissatisfied with the Welfare Official's decision.
2. **Emergency Assistance:** At the time of initial contact, if the applicant demonstrates and verifies that an immediate need exists in which the applicant may suffer a loss of basic necessity of living or imminent threat to life or health (such as loss of shelter, utilities, heat, hot water or lack of food or prescriptions), then temporary aid to fill such immediate need shall be given immediately pending a decision on the application. Such emergency assistance shall not obligate the Welfare Official to provide further assistance after the application process is completed.

3. **Temporary Assistance:** In circumstances where required records are not available, the Welfare Official may give temporary approval to an applicant pending receipt of required documents. Temporary status shall not extend beyond one week.
4. **Withdrawn Applications:** An application shall be considered withdrawn if:
 - a. The applicant has refused to complete an application or has refused to make a good-faith effort to provide required verifications and sufficient information for the completion of an application. If an application is deemed withdrawn for these reasons, the Welfare Official shall so notify the applicant in a written Notice of Decision.
 - b. The applicant dies before assistance is rendered.
 - c. The applicant avails himself/herself of other resources in place of assistance.
 - d. The applicant requests that the application be withdrawn (preferably in writing).
 - e. The applicant does not contact the Welfare Official after the initial interview when requested to do so.

VII VERIFICATION OF INFORMATION

Any determination or investigation of need or eligibility shall be conducted in a manner that will not violate the privacy or personal dignity of the individual or violate his or her individual rights.

- A.** Verification will normally be required of the following:
 1. Applicant's address
 2. Names of persons in applicant's household residential unit
 3. Positive identification and social security information of dependents
 4. Applicant's and household's income and assets
 5. Applicant's and household's financial obligations

6. The physical and mental condition of household members, only when relevant to their receipt of assistance, such as ability to work, determination of needs or referrals to other forms of assistance
 7. Any special circumstances claimed by applicant
 8. Applicant's employment status and availability in the labor market
 9. Names, addresses and employment status of potentially liable relatives
 10. Utility costs
 11. Housing costs
 12. Prescription costs
 13. Facts relevant to the applicant's residence
 14. Names, addresses, and employment status of individuals potentially liable to the Town for reimbursement of benefits provided.
- B.** Verification may be made through records provided by the applicant (for example: birth and marriage or civil union certificates, pay stubs, paychecks, rent receipts, bankbooks, etc.) as primary sources. The failure of the applicant to bring such records does not affect the Welfare Official's responsibility to process the application promptly. The Welfare Official shall inform the applicant what records are necessary and the applicant is required to produce records within seven (7) days. However, the Welfare Official shall not insist on documentary verification if such records are not available, but should ask the applicant to suggest alternative means of verification.
- C.** Verification may also be made through other sources, such as relatives, employers, banks, school personnel, and social or government agencies. The cashier of a national bank or a treasurer of a savings and trust company is authorized by law to furnish information regarding amounts deposited to the credit of a recipient. RSA 165:4

- D.** When information is sought from such other sources, the Welfare Official shall explain to the applicant or recipient what information is desired, how it will be used and the necessity of obtaining it in order to establish eligibility. Before contact is made with any source, the Welfare Official shall obtain written consent of the applicant or recipient, unless the Welfare Official has reasonable grounds to suspect fraud. In the case of suspected fraud, the Welfare Official shall carefully record his/her reasons and actions, and before any accusation or confrontation is made, the applicant shall be given an opportunity to explain or clarify the suspicious circumstances.
- E.** The Welfare Official may seek statements from the applicant's former employers and from legally liable relatives regarding their ability to help support the applicant.
- F.** Should the applicant or recipient refuse comment and/or indicate an unwillingness to have the Welfare Official seek further information that is necessary, assistance will be denied for lack of eligibility verification.

VIII DISBURSEMENTS

The Town of Lee pays vouchers directly to vendors or creditors up to the dollar amount designated on the voucher, or for the actual amount listed on an itemized bill or register tape if less than the voucher amount. Tobacco products, alcoholic beverages, pet food, magazines, plants, cards, and children's toys are some of the items that cannot be purchased with the food or maintenance vouchers. It is the responsibility of the applicant to safeguard from theft, loss, or misuse of any voucher he/she receives. No duplicate voucher will be issued if the original is lost, stolen, misplaced or misused.

IX. DETERMINATION OF ELIGIBILITY AND AMOUNT

A. Eligibility Formula

A person is eligible to receive assistance when:

1. He/She meets the non-financial eligibility factors, and
2. When the applicant's basic maintenance needs exceed his/her available income plus available liquid assets. If available income and available liquid assets exceed the basic maintenance need (as determined by the guideline amounts), the person is not eligible for general assistance.

B. Legal Standard and Interpretation

“Whenever a person in any town is poor and unable to support himself, he shall be relieved and maintained by the overseers of public welfare of such town, whether or not he has residence there.” RSA 165:1

1. A person cannot be denied assistance solely because he/she is not a resident.
2. “Whenever” means at any or whatever times that person is poor and unable to support himself/herself.
 - a. The Welfare Official shall be available to speak with persons seeking assistance during normal working hours.
 - b. The eligibility of an applicant for general assistance shall be determined at the time of application if an emergency, or within five (5) working days.
 - c. Assistance shall begin as soon as the person is determined eligible.
3. “Poor and unable to support” means that an individual lacks income and available liquid assets to adequately provide for the basic maintenance needs for himself/herself or family as determined by the Guidelines.
4. “Relieved” means a person shall be assisted, as the Welfare Official shall determine, to meet those basic needs.

C. Non-Financial Eligibility Factors

1. **Age:** Age is not a factor in determining whether or not a person may receive general assistance. However, age may make certain persons ineligible for other kinds of state or federal assistance.
2. **Minors:** Minor applicants shall be referred to Protective Services of the Division of Children, Youth and Families for case management. Minors have the residence of their custodial parent.

3. **Residence:** Residence and residency shall mean a person's place of abode or domicile. The place of abode or domicile is that designated by a person as his/her principal place of physical presence for the indefinite future to the exclusion of all other. Such residence or residency shall not be interrupted or lost by a temporary absence from it if there is intent to return to such residence or residency as the principal place of physical presence. RSA 21:60
4. **Support Actions:** No applicant or recipient shall be compelled, as a condition of eligibility or continued receipt of assistance, to take any legal action against any other person. The Town of Lee may pursue recovery against legally liable persons or governmental units.
5. **Eligibility for Other Categorical Assistance:** Applicants or recipients who are eligible for any other form of public assistance, must apply for such assistance immediately, but no later than seven (7) days after being advised to do so by the Welfare Official. Failure to do so may render the applicant or recipient ineligible for assistance. No person receiving Old Age Assistance, or FINANCIAL Aid to the Permanently and Totally Disabled, under RSA 167 or RSA 161, shall at the same time be eligible for general assistance, except for emergency medical assistance as defined. RSA 167:27
6. **Employment:** A person who is gainfully employed, but whose income and assets are not sufficient to meet necessary family expenses, may be eligible to receive general assistance. However, recipients who without good cause refuse a job offer or referral to suitable employment, or who voluntarily leave a job (RSA 165:1 d) may be ineligible for continuing general assistance in accordance with the procedures for suspension outlined in the Guidelines. The Welfare Official shall first determine whether there is good cause for such refusal, taking into account the ability and physical and mental capacity of the person, transportation problems, working conditions that might involve risks to health or safety, lack of adequate child care, lack of workers compensation protection, or any other factors that might make refusing a job reasonable. These employment requirements shall extend to all adult members of the household.

7. **Work Search:** All unemployed recipients and adult members of their households shall, within seven (7) days after having been granted assistance, register with NHES to find work and must conduct a reasonable, verified job search as determined by the Welfare Official. Each recipient must apply for employment to each employer to whom he/she is referred by the Welfare Official. These work search requirements apply unless the recipient and each other adult member of the household is:
 - a. Gainfully employed full-time.
 - b. A dependent 18 years of age or under who is regularly attending secondary school.
 - c. Medical documentation of inability to work due to illness or due to a mental or physical disability of himself/herself or another member of the household;
or
 - d. Is solely responsible for the care of a child aged one (1) or under. A person responsible for the care of a child aged one (1) through twelve (12) shall not be excused from work search requirements, but shall be deemed to have good cause to refuse a job requiring work during hours the child is not actually in school or if there is no responsible person available to provide care and no other care is available. A person will be asked to demonstrate contacts made to locate childcare.

The Welfare Official shall give all necessary and reasonable assistance to ensure compliance with work placement requirements, including the granting of allowances for transportation and work clothes. Failure of a recipient to comply with these requirements without good cause will be reason for denial or sanction of assistance.

8. **Disqualification for Voluntary Termination of Employment:** Any applicant eligible for assistance who voluntarily terminated employment shall be ineligible to receive assistance for 90 days from the date of employment termination, provided the applicant:
 - a. Has received local welfare within the past 365 days;
and

- b. Has been given notice that voluntary termination of employment without good cause could result in disqualification; and
- c. Has terminated employment of a least 20 hours per week without good cause within 60 days of an application for local welfare; and
- d. Is not responsible for supporting minor children in his/her household; and
- e. Did not have a mental or physical impairment which caused him/her to be unable to work.

Good cause for terminating employment shall include any of the following: discrimination, unreasonable work demands or unsuitable employment, retirement, leaving a job in order to accept a bona-fide job offer, migrant farm labor or seasonal construction, and lack of transportation or child care. An applicant shall be considered to have voluntarily terminated employment if the applicant fails to report for work without good cause. An applicant who is fired or resigns from a job at the request of the employer due to applicant's inability to maintain the employer's normal work productivity standard shall not be considered to have voluntarily terminated employment. RSA 165:1-d

- 9. **Students:** Applicants who are college students who are not available for and/or refusing to seek full-time employment are not eligible for general assistance.
- 10. **Non-Citizens:** The Welfare Official may, in his/her sole discretion, provide limited assistance to non-citizens not otherwise eligible for general assistance.
 - a. A non-citizen who is not:
 - i. A qualified alien under 8 USCA 1641,
 - ii. A non-immigrant under the federal Immigration and Nationality Act, or,
 - iii. An alien paroled into the United States for less than one year under 8 USCA 1182(d) (5), is not eligible for general assistance from the municipality. 8 USCA 1621 (a)
 - b. Qualified aliens include aliens who are lawfully admitted for permanent residence under the

Immigration and Nationality Act (8 USCA 1101 et seq.), aliens who are granted asylum under that act, certain refugees, and certain battered aliens. 8 USCA 1641

- c. A non-citizen who is not eligible for general assistance may be eligible for state assistance with health care items and services that are necessary for the treatment of an emergency medical condition, which is defined as a medical condition (including emergency labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
 - i. Placing the patient's health in serious jeopardy;
 - ii. Serious impairment to bodily functions; or
 - iii. Serious dysfunction of any bodily organ or part. 8 USCA 1621(b) and 42 USCA 1396(v) (3)
 - d. A non-citizen may also be eligible for general assistance for treatment of an emergency medical condition, pursuant to Section VIII (7) (a) of these Guidelines.
 - e. Non-citizen applicants for general assistance may be required to provide proof of eligibility. 8 USCA 1625
11. **Property Transfers:** No person who is otherwise eligible shall receive such assistance if he/she has made an assignment, transfer or conveyance of property for the purpose of rendering himself/herself eligible for assistance within three (3) years immediately preceding his/her application. RSA 165:2b
12. **Employment of Household Members:** The employment requirements of these guidelines shall be required for all adults aged 18 to 65 years residing in the same household, except those regularly attending secondary school or employed on a full-time basis, who are:
- a. Members of the recipient's household;

- b. Legally liable to contribute to the support of the recipient and/or children of the household; and
 - c. Not prevented from maintaining employment and contributing to the support of the household by reason of physical or mental disability or other justifiable cause as verified by the Welfare Official.
13. The Welfare Official may waive this requirement where failure of the other household member to comply is not the fault of the recipient and the Welfare Official decides it would be unreasonable for the recipient to establish a separate household. RSA 165:32

D. Available Assets

1. **Available Liquid Assets:** Cash on hand, bank deposits, credit union accounts, and securities are available liquid assets, insurance policies with loan value and non-essential personal property may be considered as available liquid assets when they have been converted to cash. The Welfare Official shall allow a reasonable time for such conversion. However, tools of a trade, livestock and farm equipment, and necessary and ordinary household goods are essential items of personal property, which shall not be considered as available assets.
2. **Automobile Ownership:** The ownership of one automobile by an applicant or his/her dependent does not affect eligibility if it is essential for transportation to seek or maintain employment, to procure medical or rehabilitation services. Reasonable car payments will be considered justifiable expenses when determining eligibility.
3. **Insurance:** The ownership of insurance policies does not affect eligibility. However, when a policy has cash or loan value, the applicant will be required to obtain and/or borrow all available funds, which shall then be considered available assets. Premium payment shall not be included as "need" in determining eligibility or amount of aid.
4. **Real Estate:** The type and amount of real estate owned by an applicant does not affect eligibility, although rent or other such income from property should be considered as available to meet the need. Applicants owning real estate property,

other than that occupied as a home, shall be expected to make reasonable efforts to dispose of it at fair market value. Applicants shall be informed that a lien covering the amount of any general assistance they receive shall be placed against any real estate they own. (RSA 165:28) The Welfare Official shall not make mortgage payments when the applicant has a co-signer on the note.

E. Standard of Need

The basic financial requirement for general assistance is that a person be poor and unable to support himself/herself. A person shall be considered poor when he/she has insufficient available income/assets to purchase either for himself/herself or dependents any of the following services:

1. Housing:

- a. The amount to be included as "need" for shelter is the actual cost of rent or mortgage necessary to provide shelter in that municipality.
- b. **Rental Rates:** Consideration will be given to fair market rental rates when it is necessary to maintain housing and no other less expensive alternatives are available, in accordance with RSA 165.1.
- c. **Arrearages:** Will not be paid except in an emergency situation where eviction or repossession is imminent and no other immediately available affordable housing exists, including transitional housing. Emergency means a situation not arising from any action or lack of action by the client. The Town of Lee does not pay security deposits. It is not the responsibility of the Human Services Department to locate housing for applicants.
- d. **Relative Landlords:** Whenever a relative of an applicant is also the landlord for the applicant, the landlord will be presumed able to assist his/her relative pursuant to RSA 165:19, and must prove an inability to assist before any aid payments for shelter are made. Rent will not be paid to non-landlords such as friends and relatives.

- e. Client's name must be on the lease in order for rental assistance to be rendered.

2. **Utilities**

When utility costs are not included in the shelter expense, the most recent outstanding monthly utility bill will be included as part of "need" by the Welfare Official. Arrearages will not normally be included in "need" except as set forth below: utilities must be in the client name in order to render assistance.

- a. **Arrearages:** Arrearages will not be included except when necessary to ensure the health and safety of the applicant household or to prevent termination of utility service.
- b. **Electric Arrearages:** Arrearages for electric service need not be paid if the Welfare Official notifies the electric company that the municipality guarantees payment of current and future electric bill as long as the recipient remain eligible for general assistance, in accordance with the rules of the New Hampshire Public Utilities Commission relating to electric utilities.
- c. **Restoration of Service:** When utility service has been terminated and the Welfare Official has determined that alternative utility service is not available and alternative shelter is not feasible, arrearages will be included in "need" when restoration of service is necessary to ensure the health and safety of the applicant household. The Welfare Official may negotiate with the utility for payment of less than the full amount of the arrears and/or may attempt to arrange a repayment plan to obtain restoration of service.
- d. **Restoration of Electric Service:** When electric service has been terminated and the Welfare Official has determined that alternative electric service is not available and alternative shelter is not feasible, arrearages will be included in "need" when restoration of service is necessary to ensure the health and safety of the applicant household. The Welfare Official may negotiate with the utility for payment of less than the full amount of the arrears and/or may

attempt to arrange a repayment plan to obtain restoration of service.

- e. **Deposits:** Utility security deposits will be considered as “need” if and only if the applicant is unable to secure utility service without a deposit. Such deposits shall, however, be the property of the Town of Lee.

3. **Emergency Shelter**

The Welfare Official will assist the homeless individual(s) to locate emergency shelter and will help the applicant with transportation to the shelter if necessary. If emergency shelter is located for the applicant(s) and the client refuses to accept the referral, the Welfare Official will not be obligated to pay for alternative housing. This does not preclude the applicant(s) from being entitled to other types of assistance for which he/she is eligible.

4. **Food**

The amount included as “need” for food purchases will be in accordance with the most recent standard Food Stamps allotment, as determined under the program administered by the New Hampshire Department of Health and Human Services per RSA 161:12. An amount in excess of the Food Stamp allotment may be granted if a physician has stated in writing that one or more members of the household needs a special diet, the cost of which is greater than can be purchased with the family’s allotment of Food Stamps. Food vouchers may not be used for alcohol, tobacco or pet food.

5. **Non-Grocery Items**

If an applicant is residing in a shelter, essential maintenance items will only be provided if totally unavailable through the shelter. Needs allowance shall be given for paper goods, soap products and personal items in the amounts included on the Levels of Assistance guidelines (Appendix A.)

6. **Telephone**

If the absence of a telephone would create an unreasonable risk to the recipient’s health or safety (verifiable in writing by a physician) or, for other good cause as determined by the Welfare Official, the lowest available basic monthly rate will

be budgeted as "need". Payments will not be made for telephone bills and the Welfare Official will not provide telephone equipment.

7. **Transportation**

If the Welfare Official determines that transportation is necessary (e.g., for health or medical reasons, to maintain employment, or to comply with conditions of assistance), "need" should include a reasonable amount for car payments and gasoline when determining eligibility or amount of aid, as shown in Appendix A.

8. **Maintenance of Insurance**

In the event that the Welfare Official determines that the maintenance of medical insurance is essential, an applicant may include as "need" the reasonable cost of such premiums.

- a. **Medical Expenses:** The Welfare Official shall not include amounts for medical, dental or eye services unless the recipient or applicant can verify that all other potential sources have been investigated and that there is no source of assistance other than local Human Services. Other sources to be considered shall include state and federal programs, local and area clinics, area service organizations and area hospital programs (including the Hill-Burton Act) designed for such needs. When a person applies for medical service, prescriptions, dental service or eye service to the local Welfare Official, he/she must provide written documentation from a doctor, dentist or person licensed to practice optometry in the area, indicating that these services are absolutely necessary and cannot be postponed without creating a significant risk that the applicant or recipient's well-being will be placed in serious jeopardy. The Welfare Official may accept oral verification from the provider, but shall seek written confirmation. Whenever possible, the applicant will seek service from a Medicaid provider physician. If advance payment is required for such medical services, the Welfare Official may approve payment of the fee up to the reimbursable amount set for the procedure by the New Hampshire Medicaid Program. Whenever

possible, generic medications should be used unless specified differently by the physician.

9. **Legal Expenses:** Except for those specifically required by statute, no legal expenses will be included.
10. **Miscellaneous:** No cost to prevent repossession of any kind, no automobile payments, no registration or licensing costs will be included. No moving expenses shall be included. Furniture storage charges shall not be included.
11. **Shared Expenses:** If the applicant/recipient household shares shelter or other expenses with a non-applicant/recipient (i.e., is a part of a residential unit), then "need" should be determined on a pro-rata share, based on the total number of persons in the residential unit (i.e., three persons in residential unit, but only one applies for assistance: Shelter need is one third of shelter allowance for a household of three persons; if the individual's name appears on the lease).
12. **Payment Levels for Allowable Expenses:** The payment levels established in these guidelines are shown in Appendix A and shall be based on actual local market conditions. The Welfare Official shall periodically review them and make recommendations to the Board of Selectmen to modify, as necessary.

F. Income

In determining eligibility and the amount of assistance, the applicant's standard of need shall be compared to the available income/assets. Computation of income and expenses will be by the week or month. The following items will be included in the computation:

1. **Earned Income:** Income in cash or in-kind earned by the applicant or any member of his/her family or household through wages, salary, commission, or profit, whether self-employed or as an employee, is to be considered as income. Rent income and profits from produce sold are included in this category. With respect to self-employment, subtracting business expenses from gross income in accordance with standard accounting principles arrives at total profit. When income consists of wages, the amount computed should be the amount available after income taxes, social security and

other payroll deductions required by state, federal, or local law, court-ordered support payments and child care costs, and work-related clothing costs have been deducted from income. Wages that are trustee, or income similarly unavailable to the applicant or applicant's dependents should not be included.

2. **Income or Support from other Persons:** Contributions from relatives or other household members shall be considered as income only if actually received by or to the benefit of the applicant. The income of non-household members of the applicant's residential unit shall not be counted as income. (Expenses shared with non-household members may affect the level of need, however).
3. **Income from other assistance or social insurance programs:** State categorical assistance benefits, OAA payments, social security payments, VA benefits, unemployment insurance benefits and payments from other government sources shall be considered as income.
 - a. Food stamps cannot be counted as income pursuant to federal law. 7 USC 2017 (b)
 - b. Fuel assistance also cannot be counted as income pursuant to federal law. 42 USC 8624 (f) (1)
4. **Court ordered support payments:** Alimony and child support shall be considered income only if actually received by the applicant or recipient.
5. **Income from other sources:** Payment from pension and trust funds and the like shall be considered income. Any income actually available to the applicant from members of his/her household shall be considered as income. Persons in the relationship of father, mother, stepfather, stepmother, son, daughter, husband or wife, are legally liable to support the applicant (RSA 165:19), and therefore may be required to apply jointly with him/her if they are in the same household.

Any adult (even an unrelated person or roommate) who resides in the same household "in loco parentis" (in the role of substitute parent) to a minor child is liable for contributing to that child's support (RSA 165:32), and thus be required to apply jointly with that household.

For the purposes of determining eligibility under these Guidelines, the income of a member of the household may be considered available to the applicant if he/she lives together with the applicant in a single housekeeping unit and shares the facilities.

6. **Earnings of a child:** No inquiry shall be made into the earning of a child 14 years of age or under unless that child makes a regular and substantial contribution to the family.
7. **Deemed income:** The Welfare Official may deem as income all or any portion of any qualified state assistance reduction pursuant to RSA 167:82, VIII. The following criteria shall apply to any action to deem income under this section. RSA 165:1-e.
 - a. The authority to deem income under this section shall terminate when the Qualified State Assistance Reduction no longer is in effect.
 - b. Applicants for general assistance may be required to cooperate in obtaining information from the Department of Health and Human Services as to the existence and amount of any Qualified State Assistance Reduction. No applicant for general assistance may be considered to be subject to a Qualified State Assistance Reduction unless the existence and amount has been confirmed by the Department of Health and Human Services.
 - c. The Welfare Official shall provide the applicant with a written decision which sets forth the amount of any deemed income used to determine eligibility for general assistance.
 - d. Whenever necessary to prevent an immediate threat to the health and safety of children in the household, the Welfare Official shall waive that portion, if any, of the Qualified State Assistance Reduction as necessary.

G. Residents of Shelters for Victims of Domestic Violence and Their Children

An applicant residing in a shelter for battered women and children who had income and other resources, jointly with abusive members of the applicant's household shall be required to cooperate with the normal procedure for the purposes of verification, but may have these resources and income excluded from eligibility determinations unless an agreement exists with a member of the abusive household to give the shelter household safe access to joint resources at the time of application. The verification process may be completed through an authorized representative of the shelter of residence. The normal procedure taken in accordance with these Guidelines to recover assistance granted shall not delay assistance.

X BURIALS AND CREMATIONS

The Welfare Official shall provide for proper burial or cremation, at municipal expense, of persons found in the municipality at time of death, regardless whether the deceased person ever applied for or received general assistance from any municipality. In such cases, assistance may be applied for on behalf of the deceased person, however, the application should be made before any burial or cremation expenses are incurred. The expense may be recovered from the deceased person's municipality of residence or from a liable relative pursuant to RSA 165:3, II. If relatives, other private persons, the state or other sources are unable to cover the entire burial/cremation expense, the municipality will pay up to \$750 for burial/cremation. Payment for burial/cremation is limited to \$750 on total expenses that do not exceed \$1500. RSA 165:3 and RSA 165:1-b; also see RSA 165:27 and 165:27-a

XI NON-RESIDENTS

- A. Eligibility:** No persons shall be refused assistance solely on the basis of residence. RSA 165:1
- B. Standards:** The application procedure, eligibility standards and standard of need shall be the same for non-residents as for residents.
- C. Verification:** Verification records shall not be considered unavailable, nor the applicant's responsibility for providing such records relaxed solely because they are located in the applicant's community of residence.

D. Temporary or Emergency Aid: The standards for the fulfilling of immediate or emergency needs of non-residents and for temporary assistance pending final decision shall be the same as for residents.

E. Determination of Residence: No determination of residence shall be made unless the applicant requests return home transportation (See Paragraph F, below) or unless the Welfare Official has some reason to believe the person is a resident of another New Hampshire municipality from which recovery can be made under RSA 165:20.

1. **Minors:** The residence of a minor shall be presumed to be the residence of his/her custodial parent/guardian.

2. **Adults:** For competent adults, the standard for determining residence shall be the overall intent of the applicant, as set forth in the definition of "residence". The following criteria shall aid the Welfare Official in determining the applicant's residence:

a. Does the person have or immediately intend to establish a dwelling place within the municipality?

b. Does the person have property, an established dwelling place or employment in any other municipality, to which he/she intends to return?

c. Does the person have a present intent to leave the municipality at some specific future time?

d. Has the person evidenced his/her domiciliary intent in some manner, such as registering a vehicle, paying residence tax, registering to vote, opening local bank accounts, etc. or does he/she intend to do so in the immediate future?

None of the above factors is conclusive. The statement of a person over 18 as to his/her residence or intent to establish residence shall be accepted in absence of strongly inconsistent evidence of behavior.

F. Return home transportation: At the request of a non-resident applicant, temporary or otherwise, for assistance to which he/she would be otherwise entitled under the standards set forth in these

Guidelines, the Welfare Official may have the person returned to his/her community of residence per RSA 165:1-c.

- G. Recovery:** Any aid given to a non-resident, including the costs of return home transportation, may be recovered from his/her community of residence.

XII RIGHT TO NOTICE OF ADVERSE ACTION

- A. Right to a Written Decision:** All persons have a constitutional right to be free of unfair, arbitrary or unreasonable action taken by local government. This includes applicants for, and recipients of, general assistance to whom aid has been denied, terminated or reduced. Every applicant and recipient shall be given written notice of every decision in an effort to ensure that the applicant understands the decision.

- B. Action taken for reasons other than non-compliance with the Guidelines:**
 - 1. Whenever a decision is made to deny assistance or to refuse to grant the full amount of assistance requested, a notice of the decision shall be given to the applicant immediately or within five (5) working days from the time the application is filled out and submitted.

 - 2. In any case where the Welfare Official decides to terminate or reduce assistance for reasons other than non-compliance with the Guidelines, the official shall send notice at least seven (7) days in advance of the effective date of the decision to the recipient stating the intended action.

 - 3. The notice required by Paragraph 1 and Paragraph 2 above shall contain:
 - a. A clear statement of the reasons for the denial or proposed termination or reduction.

 - b. A statement advising the individual of his/her right to a fair hearing, and that any request for a fair hearing must be made within five (5) working days.

 - c. A form on which the individual may request a fair hearing.

- d. A statement advising the individual of the time limits, which must be met in order to receive a fair hearing.
- e. A statement that assistance may continue, if there was initial eligibility, until the date of hearing, if requested by the claimants. Aid must be repaid if the claimant fails to prevail at the hearing.

C. Suspension for non-compliance with the Guidelines

1. **Compliance:** Recipients must comply with these Guidelines and the reasonable requests of the Welfare Official. Welfare Officials must enforce the Guidelines while ensuring that all recipients and applicants receive due process. Recipients should be given reasonable notice of the conditions and requirements of eligibility and continuing eligibility and notice that non-compliance may result in termination or suspension.
2. **Conditions:** Any applicant/recipient otherwise eligible for assistance shall become ineligible under RSA 165:1b if he/she willfully fails to comply with the requirements of these Guidelines relating to the obligation to:
 - a. Disclose and provide verification of income, resources or other financial material data, including any changes in this information.
 - b. Participate in the Municipal Work Program as assigned by the Welfare Official.
 - c. Comply with the work search requirements imposed by the Welfare Official.
 - d. Apply for other public assistance, which would alleviate the need for general assistance, as requested by the Welfare Official.
3. **First Notice:** No recipient otherwise eligible shall be suspended for non-compliance with conditions unless he/she has been given a written notice of the actions required in order to remain eligible and a seven (7) day period within which to comply. The first notice shall be given at the time of the Notice of Decision and thereafter as the conditions change. Additional notice of actions required should also be

given as eligibility is re-determined but without an additional seven (7) day period unless new actions are required.

4. **Non-Compliance:** If a recipient willfully fails to come into compliance during the seven (7) day period, or willfully falls into non-compliance within thirty (30) days from receipt of a First Notice, the Welfare Official shall give the recipient a suspension notice. If a recipient falls into non-compliance for the first time more than thirty (30) days after receipt of a First Notice, the Welfare Official must give the recipient a new First Notice with a new seven (7) day period to comply before giving the recipient the suspension notice.
5. **Sanction Notice:** Written notice to a recipient that he/she is suspended from assistance due to failure to comply with the conditions required in a First Notice shall include:
 - a. A list of the Guidelines with which the recipient is not in compliance and a description of those actions necessary for compliance.
 - b. The period of suspension.
 - c. Notice of the right to a fair hearing on the issue of willful non-compliance and that such request must be made in writing within five (5) days of receipt of the suspension notice.
 - d. A statement that assistance may continue in accordance with the prior eligibility determination until the fair hearing decision is made, if the recipient so requests on the request form for the fair hearing; however, if the recipient fails to prevail at the hearing, the suspension will start after the decision and such aid must be repaid by the recipient.
 - e. A form on which the individual may request a fair hearing and the continuance of assistance pending the outcome.
6. **Suspension period:** The suspension period for failure to comply with these guidelines shall be:
 - a. Either seven days or 14 days if the recipient has had a prior suspension which ended within the past six months, and

- b. Until the recipient complies with the guidelines if the recipient, upon expiration of the seven or 14-day suspension period, continues to fail to carry out the specific actions set forth in the notice.
 - c. Notwithstanding paragraph C(6)(b) above, a recipient who has been suspended for non-compliance for at least six months may file a new application for assistance without coming back into compliance.
- 7. **Fair Hearing on continuing non-compliance:** A recipient who has been suspended until he/she complies with the Guidelines may request a fair hearing to resolve a dispute over whether or not he/she has satisfactorily complied with the required guidelines. However, no assistance shall be available under Paragraph B (5) (d) above. The burden of proof lies with the client to show that the Lee Human Services office was incorrect in their non-assistance of the client's request.
 - 8. **Compliance after suspension:** A recipient who has been subject to a suspension and who has come back into compliance shall have his/her assistance resumed, provided he/she is still otherwise eligible. The Notice of Decision stating that assistance has been resumed should again set forth the actions required to remain eligible for assistance, but need not provide a seven (7) day period for compliance unless new conditions have been imposed.

XIII FAIR HEARINGS

- A. **Requests:** A request for a fair hearing is a written expression by the applicant or recipient or any person acting for him/her to the effect that he/she wants an opportunity to present his/her case to a higher authority. When a request for assistance is denied or when an applicant desires to challenge a decision made by the Welfare Official relative to the receipt of assistance, the applicant must present a request for a fair hearing to the Welfare Official within five (5) working days of receipt of the notice of decision at issue. RSA 165:1-b, III
- B. **Fair Hearing Officer:** The fair hearing officer shall be approved by the Town Administrator. The person serving the fair hearing authority must:

1. Not have participated in the decision causing dissatisfaction.
2. Be impartial.
3. Be sufficiently skilled in interviewing to be able to obtain evidence and facts necessary for a fair determination.
4. Be capable of evaluating all evidence fairly and realistically, to explain to the claimant the laws and regulations under which the Welfare Official operated and to interpret to Welfare Officials any evidence of unsound, unclear or inequitable policies, practices or actions.

C. Time Limits for Hearings

1. Hearings requested by claimants must be held within seven (7) working days of the receipt of the request. The Welfare Official shall give notice to the claimant setting forth time and location of the hearing. This notice must be given to the claimant at least forty-eight (48) hours in advance of the hearing or mailed to the claimant at least seventy-two (72) hours in advance of the hearing.

D. Fair Hearing Procedures

1. All fair hearings shall be conducted in such a manner as to ensure due process of law. Fair hearings shall not be conducted according to strict rules of evidence. The burden of proof shall be on the claimant, who shall be required to establish his/her case by a preponderance of the evidence.
2. The Welfare Official responsible for the disputed decision shall attend the hearing and testify about his/her actions and the reasons therefore.
3. Both parties shall be given the opportunity to offer evidence and explain their positions as fully and completely as they wish. The claimant shall have the opportunity to present his/her own case or, at the claimant's option, with the aid of other, and bring witnesses, to establish all pertinent facts, to advance any arguments without undue interference, to question or refute testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.

4. A claimant or his/her duly authorized representative has the right to examine, prior to a fair hearing, all records, papers and documents from the claimant's case file which either party may wish to introduce at the fair hearing, as well as any available documents not contained in the case file but relevant to the Welfare Official's action of which the claimant complains. The claimant may introduce any such documents, papers or records into evidence. No record, paper or document, which the claimant has requested to review but has not been allowed to examine prior to the hearing, shall be introduced at the hearing or become part of the record.
5. The Welfare Official (or duly authorized representative) shall have the right to examine at the fair hearing, all documents on which the claimant plans to rely at the fair hearing and may request a 24-hour continuance if such documents contain evidence not previously provided or disclosed by the claimant. Should the applicant have new documentation relevant to the disputed decision, he/she may reapply for assistance and file a written withdrawal of the fair hearing request.
6. The decision of the fair hearing officer must be based solely on the record, in light of these Guidelines. Evidence, both written and oral, which is admitted at the hearing, shall be the sole contents of the record. The fair hearing officer shall not review the case record or other materials prior to introduction at the hearing.
7. The parties may stipulate to any facts.
8. Any applicant may withdraw in writing, his/her request for a fair hearing at any time up to the time of the hearing. An applicant who fails to appear for any scheduled fair hearing shall be deemed to have withdrawn his request for such a hearing.
9. An applicant who believes he has good cause to request a continuance or postponement of a scheduled fair hearing shall contact the Welfare Official at the earliest possible time prior to the hearing. Upon good cause shown, the Welfare Official may reschedule such hearing, however, the applicant is entitled to only one (1) such postponement or continuance per fair hearing request. Good cause shall include, but not necessarily be limited to, demonstrated medical emergency

or other demonstrated unforeseen circumstances, which reasonably prevents the applicant from attending such scheduled hearing. An applicant shall provide documentation of such circumstances to the satisfaction of the Welfare Official no later than 72 hours after the request for postponement is made. If the applicant does not provide documentation of such circumstances to the Welfare Official within 72 hours, then the request shall be deemed withdrawn by the applicant.

10. **Decisions**

- a. Fair hearing decisions shall be rendered within seven (7) working days of the hearing. Decisions shall be in writing, setting forth the reasons for the decisions and the facts on which the fair hearing officer relied in reaching his/her decision. A copy of the decision shall be mailed or delivered in to the claimant and to the Welfare Official.
- b. Fair hearing decisions will be rendered on the basis of the officer's finding of fact, these Guidelines and state and federal law. The fair hearing decision shall set forth appropriate relief.
- c. The decision shall be dated. In the case of a hearing to review a denial of aid, the decision is retroactive to the date of the action being appealed. If a claimant fails to prevail at the hearing, the assistance given pending the hearing shall be a debt owed by the individual to the municipality.
- d. The Welfare Official shall keep all fair hearing decisions on file in chronological order.
- e. None of the procedures specified herein shall limit any right of the applicant or recipient to subsequent court action to review or challenge the adverse decision.

XIV LIENS

- A. Real Estate (RSA 165:28):** The law requires the Town of Lee to place a lien for Human Services assistance received on any real estate owned by an assisted person in all cases except for just cause. (This section does not authorize the placement of a lien on the real estate of legally liable relative, as defined by RSA 165:19).

The Welfare Official shall file a Notice of Lien with the County Registry of Deeds, complete with the owner's name and description of the property sufficient to identify it. Interest at the rate of 6% per year shall be charged on the amount of money constituting the lien commencing one year after the date the lien is filed, unless waived by the municipality. The lien remains in effect until enforced or released or until the amount of the lien is repaid to the municipality. The lien shall not be enforced so long as the real estate is occupied as the sole residence of the assisted person, his/her surviving children who are under age 18 or blind or permanently and totally disabled. At such time as the lien may become enforceable, the welfare officer shall attempt to contact the attorney handling the real estate or estate before enforcing the lien. Upon repayment of a lien, the municipality must file written notice of the discharge of the lien with the County Registry of Deeds.

B. Civil Judgments (RSA 165:8-a)

1. The Town of Lee shall be entitled to a lien upon property passing under the terms of a will or an intestate succession, a property settlement or civil judgment of personal injuries (except workers' compensation) awarded any person granted assistance by the Town for the amount of assistance granted by the Town.
2. The Town of Lee shall be entitled to the lien only if the assistance was granted no more than six (6) years before the receipt of the inheritance or award of the property settlement or civil judgment. When the Welfare Official becomes aware of such a claim against a civil judgment he/she shall contact the attorney representing the recipient.
3. The lien shall take precedence over all other claims.

XV RECOVERY OF ASSISTANCE

The Welfare Official shall seek to recover money expended to assist eligible applicants. There shall be no delay, refusal to assist, reduction or termination of assistance while the Welfare Official is pursuing the procedural or statutory avenues to secure reimbursement. Any legal action to recover must be filed in a court within six (6) years after the expenditure. RSA 165:25

- A. Recovery from responsible relatives:** The amount of money spent by a municipality to assist a recipient who has a father,

mother, stepfather, stepmother, husband, wife, child (who is no longer a minor) of sufficient ability to also support the recipient, may be recovered from the liable relative. Sufficient ability shall be deemed to exist when the relative's weekly income is more than sufficient to provide a reasonable subsistence compatible with decency and health. The Welfare Official may determine that "in kind" assistance or the provision of products/services to the client is acceptable as a relative's response to liability for support. Written notice of money spent in support of a recipient must be given to the liable relative. The Welfare Official shall make reasonable efforts to give such written notice prior to the giving of aid, but aid to which an applicant is entitled under these guidelines, shall not be delayed due to inability to contact possibly liable relatives. RSA 165:19

- B. Recovery from the Municipality of Residence:** The Welfare Official shall seek to recover from the municipality of residence the amount of money spent by the Town of Lee to assist a recipient who has a residence in another municipality. Written notice of money spent in support of a recipient must be given to the Welfare Official of the municipality of residence. In any civil action for recovery brought under RSA 165:20, the court shall award costs to the prevailing party. RSA 165:19 and 20. (See RSA 165:20-a providing for arbitration of such disputes between communities.) RSA 165:20
- C. Recovery from Former Recipient's Income:** A former recipient who is returned to an income status after receiving assistance may be required to reimburse the Town for the assistance provided, if such reimbursement can be made without financial hardship. RSA 165:20
- D. Recovery from State and Federal Sources:** The amount of money spent by the Town to support a recipient who has made initial application for SSI and has signed HHS FORM 151 'AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE" shall be recovered through the SSA and New Hampshire Department of Health and Human Services. Prescription expenses paid by the Town for applicants who have applied for Medicaid shall be recovered through the New Hampshire Department of Health and Human Services if and when the applicant is approved for medical coverage.
- E. Delayed State Claims:** For those recipients of general assistance deemed eligible for state assistance, New Hampshire Department of Health and Human Services shall reimburse the Town the

amount of general assistance as a result of delays in processing within the federally mandated time periods. Any claims for reimbursement shall be held until the end of the fiscal year and may be reimbursed on a pro-rated basis dependent upon the total claims filed per year. RSA 165:20-c. A form 340 "REQUEST FOR STATE REIMBURSEMENT" may be obtained from the New Hampshire Department of Health and Human Services for this purpose.

XVI APPLICATION OF RENTS PAID BY THE TOWN OF LEE

- A. Whenever the owner of a property rented to a person receiving assistance from the Town of Lee is in arrears in tax payments to the Town, the Town may apply the assistance which the property owner would have received in payment of rent on behalf of such assisted person to the property owner's delinquent balances, regardless of whether such delinquent balances are in respect of property occupied by the assisted person. RSA 165:4-a
- B. A payment shall be considered in arrears if more than thirty (30) days have elapsed since the mailing of the bill, or in the case of real estate taxes, if interest has begun to accrue pursuant to RSA 76:13. RSA 165:4-a
- C. Procedure:
 - 1. The Welfare Official will issue a voucher on behalf of the tenant to the landlord for allowed amount of rent. The voucher will indicate any amount to be applied to a delinquent balance owed by the landlord, specifying which delinquency and referring to the authority of RSA 165:4-a.
 - 2. The Welfare Official will issue a duplicate voucher to the Tax Collector, which shall forward the voucher to the Bookkeeper for payment, who will issue a receipt of payment to the delinquent landlord.

Appendix A

ALLOWABLE LEVELS OF ASSISTANCE PAYMENTS For the Town of Lee

Established by vote of the Governing Body, date: _____

Food Allowance

Based on DHHS Maximum Food Stamp Allotments

SR 12-25 Dated 10/12

Assistance Group Size	Maximum Food Stamp Allotment
1	\$189
2	\$347
3	\$497
4	\$632
5	\$750
6	\$900
7	\$995
8	\$1,137

For each additional person, add: \$142

Personal Maintenance

Assistance Group Size	Personal Maintenance/Mo.	Personal Maintenance/Wk.
1	\$40	\$10
2	\$73	\$18.50
3	\$105	\$26
4	\$134	\$33.50
5	\$159	\$40
6	\$190	\$48
7	\$210	\$52.50
8	\$240	\$60

The maximum amount allowed for a car payment is \$400 per month. This maximum allowable amount will be used when determining eligibility for general assistance.

APPENDIX A

FOOD/NON-FOOD

HOUSEHOLD SIZE	MONTHLY FOOD	MONTHLY NON-FOOD	WEEKLY FOOD	WEEKLY NON-FOOD	DAILY FOOD
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____
(add each)	_____	_____	_____	_____	_____

MONTHLY SHELTER ALLOWANCES

	1 BR	2 BR	3 BR	4 BR
_____	\$838.00	\$1,065_	\$1,459	\$1,523

Heat

Electric	_____	_____	_____	_____	_____
Oil	_____	_____	_____	_____	_____
Nat. Gas	_____	_____	_____	_____	_____
Bottled Gas	_____	_____	_____	_____	_____

(Top row is allowance for heated shelter. If unheated, add amounts indicated in "heat" columns to basic shelter cost in top row. Allowances MUST reflect actual housing market.)

BURIAL ALLOWANCE: \$750.00

TELEPHONE ALLOWANCE: _____

OTHER
(SPECIFY): _____

Certification of Adoption General Assistance Guidelines

On _____, after duly-noticed meeting, the Board of Selectmen voted unanimously to **APPROVE and ADOPT** the Lee Human Services General Assistance Guidelines.

ON FILE

Date

ON FILE

Date

ON FILE

Date

ON FILE

_____, ____/____/____
Date

See Sealed copy on file with the
TC/TX Office
Or
General Assistance Office

TITLE XII

PUBLIC SAFETY AND WELFARE

CHAPTER 167

PUBLIC ASSISTANCE TO BLIND, AGED, OR DISABLED PERSONS, AND TO DEPENDENT CHILDREN

Section 167:27

167:27 Eligibility for State and Local Assistance, Confidentiality. –

I. Except as provided in paragraph II, no person receiving old age assistance or aid to the permanently and totally disabled under this chapter or RSA 161 shall at the same time receive any other relief from the state, or from any political subdivision thereof, except for medical and surgical assistance.

II. Notwithstanding paragraph I, a municipality may provide assistance under RSA 165 to a person who is also receiving old age assistance or aid to the permanently and totally disabled if the guidelines adopted by the governing body under RSA 165:1 authorize assistance to such persons, and the acceptance of such relief shall not operate as a revocation of old age assistance or aid to the permanently and totally disabled.

III. The names of persons receiving old age assistance or aid to the permanently and totally disabled under the provisions of this chapter or RSA 161 shall not be printed in any report of the county commissioners or of the commissioner of health and human services nor published in any state, county, or town report.

Source. 1937, 202:33. RL 126:31. 1951, 90:10. RSA 167:27. 1983, 291:1. 1995, 310:176, eff. Nov. 1, 1995. 2013, 183:1, eff. Jan. 1, 2014.

LEGISLATIVE BULLETIN

Bulletin #8

2014 Session

February 14, 2014

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Legislature to Take a Break

The legislature will be in session next week, but will take its almost-annual break the following week (February 24-28). Depending on how much there is to report, we may or not publish a *Legislative Bulletin* next Friday. If you don't receive one, it probably will be because there is none. Of course, you can always go to our website and re-read earlier issues.

Gas Tax Hearing

The hearing on **SB 367**, the bill that would increase the road toll by four cents on July 1 and tie future increases to the Consumer Price Index, has been scheduled for a hearing next **Tuesday, February 18, at 9:00 a.m., in State House Room 103**, before the Senate Ways & Means Committee. This bill carries out NHMA policy, and *we need local officials to attend and speak about the need for better transportation funding.*

We have made the argument for increasing the road toll so many times that we're even getting tired of hearing it ourselves. We'll keep it simple: roads and bridges are deteriorating rapidly, state funding is decreasing, and the cost of materials has ballooned in the **23 years** since the toll was last increased. The road toll is a user fee — it puts the cost of improvement and maintenance on the people who use the roads most. The alternative is to keep raising local property taxes.

If you live in a city or town where some residents are connected to municipal water and sewer systems and some are not, you are familiar with the question: Should improvements to the infrastructure be funded by fees paid by the users, or through property taxes that are paid by everyone, including non-users? Almost everyone agrees that the answer should be the former. The issue is exactly the same with the road toll.

If you view the road toll as a tax (as opponents of the bill do), the current tax rate is about 5.6 percent of the price of gasoline. In 1991 it was about 16 percent — meaning this "tax" has declined by about two-thirds. Even after the four-cent increase under **SB 367**, the rate would still be less than half what it was in 1991.

Gas Tax Hearing - continued

There is a wealth of information on the issue on the "[Increased Highway Funding](#)" [page](#) on the NHMA website. Please check out that information and call the Government Affairs staff if you have questions. Most important, please contact your senator and members of the Senate [Ways and Means Committee](#) and urge them to [support SB 367](#).

\$81 Million Unfunded Mandate a “Compromise”?

On Wednesday the Senate Executive Departments and Administration Committee heard testimony on **SB 364**, which proposes to increase pension benefits for New Hampshire Retirement System (NHRS) members hired after January 1, 2012, the date the retirement reform measures enacted in 2011 took effect. This bill

- creates a new employer-funded (at 4 percent of pay) defined contribution plan for NHRS group I members (employees and teachers), in addition to the current defined benefit plan, and
- raises pension benefits for group II (police and fire) members by increasing the pension formula multiplier from 2 percent to 2.5 percent.

As we noted in last week's *Bulletin*, the fiscal note based on the NHRS actuary's analysis indicates that the bill's cost to employers (state and local governments) would be **\$81 million** for fiscal years 2014 through 2018. This is a clear violation of the unfunded mandate provision of the New Hampshire Constitution (Part 1, Article 28-a), and local governments can't afford it. Of course, supporters of the bill saw things differently.

The prime sponsor and several supporters testified that the bill is necessary to address “unintended consequences” of the retirement reforms enacted in 2011 – namely, lower pension benefits for new NHRS members. As a reminder, many of the pension reforms enacted in 2011 applied to new hires (*i.e.*, those not yet members of NHRS as of 1/1/12)—reforms such as increasing the retirement age and years of service from 60/30 to 65/30 for group I and from 45/25 to 52.5/25 for group II, and eliminating end-of-career payments (such as unused vacation, sick leave or longevity pay) from the pension computation. Additionally, the pension formula for newly hired group II members was reduced from 2.5 percent to 2 percent of the average final compensation multiplied by years of service.

These were not unintended consequences. The reduced benefits were the *whole point* of the 2011 reforms. These reforms, which basically required new hires to work a little longer and eliminated some of the provisions that resulted in excessive payouts, along with the increase in the employee contribution rates, were enacted to help curb the exorbitant and unsustainable increases in employer rates.

Supporters of **SB 364** claimed that the new employer-funded defined contribution plan is needed to provide a “dignified” pension for future retirees. They further stated that after working on this bill for 18 months, it is an extraordinary step and a

Unfunded Mandate - continued

significant “compromise” for group I employees to come to the table and offer to have *employers* contribute 4 percent of new employees’ pay into a supplemental defined contribution plan, in addition to the existing defined benefit plan!

Compromise? We were not aware there was a negotiation going on, but if this is a compromise, we’re afraid to ask what their starting position was.

Further testimony stated that this bill did not undo the changes enacted in 2011, but rather created a bridge, with a balanced approach, to support a “hybrid” pension model: the 2011 defined benefit changes being the floor and this supplemental defined contribution provision creating the next layer of the bridge. Again, there seemed to be a fundamental misunderstanding of the 2011 reforms. They were intended to reduce benefits, period--not create a “floor” onto which new benefits could be layered.

The bill’s supporters explained that having employers pay 4 percent into this defined contribution plan was a more cost-efficient method than a 4 percent wage increase, since employees would have to pay federal taxes on a wage increase but not on the employer’s 4 percent pension contribution. Another comment was made that this bill is good for employers since it is predictable and--at a mere \$81 million over five years--affordable. Many times the bill was referred to as a “hybrid” pension plan. This is not a hybrid pension plan--it is simply an unfunded mandate.

As for the proposed increase in the group II formula, there was testimony regarding the negative effect on morale due to the difference in pension benefits between pre-January 1, 2012 and post-January 1, 2012 group II members. One police officer actually compared the morale surrounding these pension changes to the morale when an officer is shot.

Coincidentally, this week the NHRS Board of Trustees accepted its actuary’s June 30, 2013 valuation report, which includes preliminary estimates of the employer rates for the two-year period beginning July 1, 2015. The increases in employer rates for employees, police and fire are in single digits, with a 10.7 percent increase in the teachers’ rate, rather than some of the outrageous increases (48 percent, 57 percent, 103 percent!) over the past decade. Additionally, the unfunded liabilities increased only 1 percent from June 30, 2012 to June 30, 2013, compared to increases of 5 to 35 percent over the past few years. This minimal increase is due, in significant part, to the 2011 reform measures kicking in, doing what they were intended to do – curbing the unsustainable increases in employer pension rates. Nevertheless, the rates are still increasing.

With the state and local governments still in recovery mode, with unemployed workers losing their benefits, with the mental health system in crisis, and with both the state and municipalities struggling to care for their neediest residents--not to mention the billions of dollars needed for water infrastructure and highways in the

Unfunded Mandate - continued

next decade--we wonder how many people believe the best use of \$81 million is to fund new retirement benefits for public employees.

Please contact your Senator and members of the Executive Departments and Administration Committee and let them know what you think of this "compromise."

Clerks Bill Delayed Again

HB 1266, the NHMA policy bill giving town voters the *choice* of whether to have an elected or appointed town clerk, remains in limbo because the House did not get through its full calendar this week; so it presumably will go to the floor **next Wednesday, February 19.**

This week's argument-of-the-moment against the bill, we're told, is that although all of the *city* clerks are appointed, the cities also have *ward* clerks who handle election duties, and they are required to be elected; therefore, town clerks must be elected, too.

That logic merits some head scratching. Not to minimize the importance of ward clerks, but their job is not remotely comparable to that of a town clerk. A ward clerk's job is strictly limited to election-related duties: posting notice of polling times and locations, checking off voters' names on the checklist after they vote, counting ballots (under the moderator's supervision), certifying the checklist, and preparing and certifying the election return. These duties are performed one or two days per year (three in a presidential election year).

Here is a short list of the town/city clerk duties that a ward clerk does not perform: registering vehicles, registering boats, issuing marriage licenses, maintaining vital records, issuing dog licenses, recording and preserving meeting minutes, processing voter registration applications, accepting candidate filings, processing absentee ballot applications, preparing local election ballots, preserving election records, responding to Right-to-Know Law requests, and even processing dredge and fill applications. Again, this is a short list — we don't even *know* how many things would be on the full list.

The rationale for requiring ward clerks to be elected is itself questionable, but even if it were unassailable, it is irrelevant to any discussion of whether *town* clerks should be elected. The town clerk has a complex, multi-faceted job that is directly comparable to that of the appointed city clerk. It is not unreasonable that if ***some towns*** want the same *option* that cities have, they should have it: the option of appointing the clerk, so that the selectmen can create a job description, interview candidates, and hire the most qualified candidate, regardless of where that person lives.

Again, ***please encourage your representatives to vote down the committee report of Inexpedient to Legislate and support a subsequent motion of Ought to Pass.***

SELECTMEN'S MEETING

February 18, 2014

CONSENT AGENDA ITEMS

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

SIGNATURES REQUIRED

- Tax Abatements
- Elderly Tax Exemption Application
- Land Use Change Tax

INFORMATION ONLY

- Xfinity Annual Customer Notices Letter
- Senior Advisory Committee Application – Nancy Ryan

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: Wellington Campground
95 Lee Hook Road
Lee, NH 03861

Property Tax Map 31 Lot 4-201B
Address: L1B Wellington Campground

Tax Year: 2013
Assessment: \$4,000

The subject was a camper situated on a rented site in Wellington Campground. I spoke with the campground owner and was informed that this camper was already assessed to another individual. As such it is my opinion that the assessment should be reduced to \$0 and an abatement in the amount of \$115 plus any applicable interest be granted.

Abatement Granted

Abatement Denied

Dated _____

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: Town of Lee
7 Mast Road
Lee, NH 03861

Property Tax Map 9 Lot 006-0500
Address: Garrity Road

Tax Year: 2013
Assessment: \$12,823

The subject is a vacant 56.62-acre parcel which the Town was deeded ownership to in September 2013. Tax collector informed me that there are outstanding taxes listed in the billing system. As such it is recommended that an abatement in the amount of \$175 plus any applicable interest be granted to correct this issue.

Abatement Granted

Abatement Denied

Dated _____

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: Town of Lee
7 Mast Road
Lee, NH 03861

Property Tax Map 28 Lot 001-1600
Address: 109 Osprey Lane

Tax Year: 2013
Assessment: \$76,700

The subject is a vacant .21-acre parcel which the Town was deeded ownership to in May 2012. Tax collector informed me that there are outstanding taxes listed in the billing system. As such it is recommended that an abatement in the amount of \$1,305.80 plus any applicable interest be granted to correct this issue.

Abatement Granted

Abatement Denied

Dated _____

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: Charlie and Jill Crawford
6A Waynes Way
Hooksett, NH 03106

Property Tax Map 28 Lot 001-029
Address: Lot 29 Ferndale Acres Campground

Tax Year: 2013
Assessment: \$5,100

The subject was a camper on rented site in Ferndale Acres Campground. The assessor's office was only recently informed that the camper was removed earlier this year. As this is the case, it is recommended that an abatement in the amount of \$72.05 plus any applicable interest be granted.

Abatement Granted

Abatement Denied

Dated _____

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: James and Marco Prioli
10 Cavern Knoll Way
Lee, NH 03861

Property Tax Map 26 Lot 2-A12
Address: LA12 Wadleigh Falls Campground

Tax Year: 2013
Assessment: \$5,600

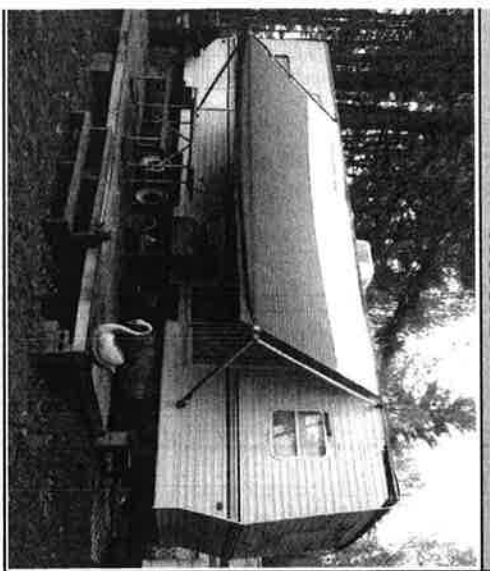
The subject is a camper situated on a rented site in Wadleigh Falls Campground. I spoke with the property owner and upon review found that the camper was incorrectly listed to him while it belonged to his brother. As this is the case, it is recommended that assessment be reduced to \$0 and that an abatement in the amount of \$161 plus any applicable interest be granted.

NOTE: Supplemental recommendation to correct owner is being processed.

Abatement Granted

Abatement Denied

Dated _____



PICTURE

OWNER
PRIOLO, MARCO & JIMMY
 10 CAVERN KNOLL WAY
 WEYMOUTH, MA 02189

TAXABLE DISTRICTS

District	Percentage

PERMITS

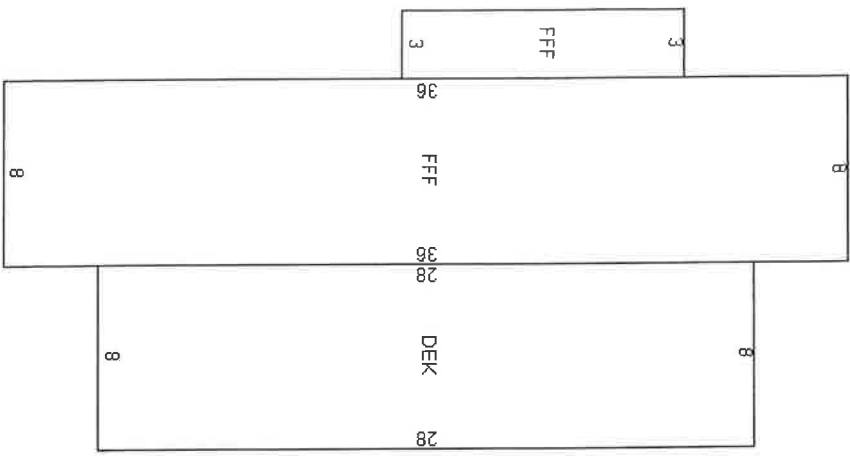
Date	Project ID	Permit Type	Notes

BUILDING DETAILS

Model: 1 STORY FRAME CAMPER
 Roof: FLAT/ROLLED/COMPO
 Ext: AVERAGE
 Int: AVERAGE FOR USE
 Floor: LINOLEUM OR SIM
 Heat: GAS/FA NO DUCTS
 Bedrooms: Baths: 1.0 Fixtures:
 Extra Kitchens: Fireplaces:
 A/C: Yes 100.00 % Generators:
 Quality: A0 AVVG
 Corn. Wall:
 Size Adj: 1.4803 Base Rate: RCM 20.00
 Bldg. Rate: 1.1990
 Sq. Foot Cost: \$ 23.98

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	324	1.00	324
DEK	DECK/ENTRANCE	224	0.10	22
		548		346



2011 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 8,297
 Year Built: 1992
 Condition For Age: AVERAGE 33 %
 Physical: 33 %
 Functional:
 Economic:
 Temporary:
 Total Depreciation: 33 %
 Building Value: \$ 5,600

**SUPPLEMENT
RECOMMENDATION**

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: Paul and Donna Prioli
17 Rosina Road
Weymouth, MA 02189

Property Tax Map 26 Lot 002-A10
Address: A10 Wadleigh Campground

Tax Year: 2013

The above referenced property is a camper on a rented site located in the Wadleigh Campground. The assessing office was only recently informed that the camper was incorrectly listed on a different site and as such it is recommended that a supplemental tax bill in the amount of \$204 be processed.

Please note that an abatement for the incorrect owner/location is being processed.

Supplement Approved

Supplement Denied

Dated _____

OWNER INFORMATION **SALES HISTORY**

PRIOI, PAUL PRIOI, DONNA 17 ROSINA ROAD WEYMOUTH, MA 02189		Date _____ Book _____ Page _____ Type _____ Price _____ Grantor _____
--	--	---

LISTING HISTORY **NOTES**

ADD SITE PER LIST WITH OWNERS.

EXTRA FEATURES VALUATION **MUNICIPAL SOFTWARE BY AVITAR**

Feature Type _____ Units Length x Width Size Adj _____ Rate _____ Cond _____ Market Value Notes _____

LEE ASSESSING OFFICE

PARCEL TOTAL TAXABLE VALUE			
Year	Building	Features	Land
2013	\$ 0	\$ 0	\$ 0
		Parcel Total: \$ 0	
2014	\$ 0	\$ 0	\$ 0
		Parcel Total: \$ 0	

LAND VALUATION

Zone: RES Minimum Acreage: 1.95 Minimum Frontage: 250 Site: AVERAGE Driveway: _____ Road: _____
 Land Type _____ Units _____ Base Rate _____ NC _____ Adj _____ Site _____ Road _____ DWay _____ Topography _____ Cond _____ Ad Valorem SPI R _____ Tax Value Notes _____
 IF RES _____ 0 _____ E _____
 0 ac

PICTURE

OWNER

TAXABLE DISTRICTS

BUILDING DETAILS

PRIOLI, PAUL
 PRIOLI, DONNA
 17 ROSINA ROAD
 WEYMOUTH, MA 02189

District
 Percentage

PERMITS

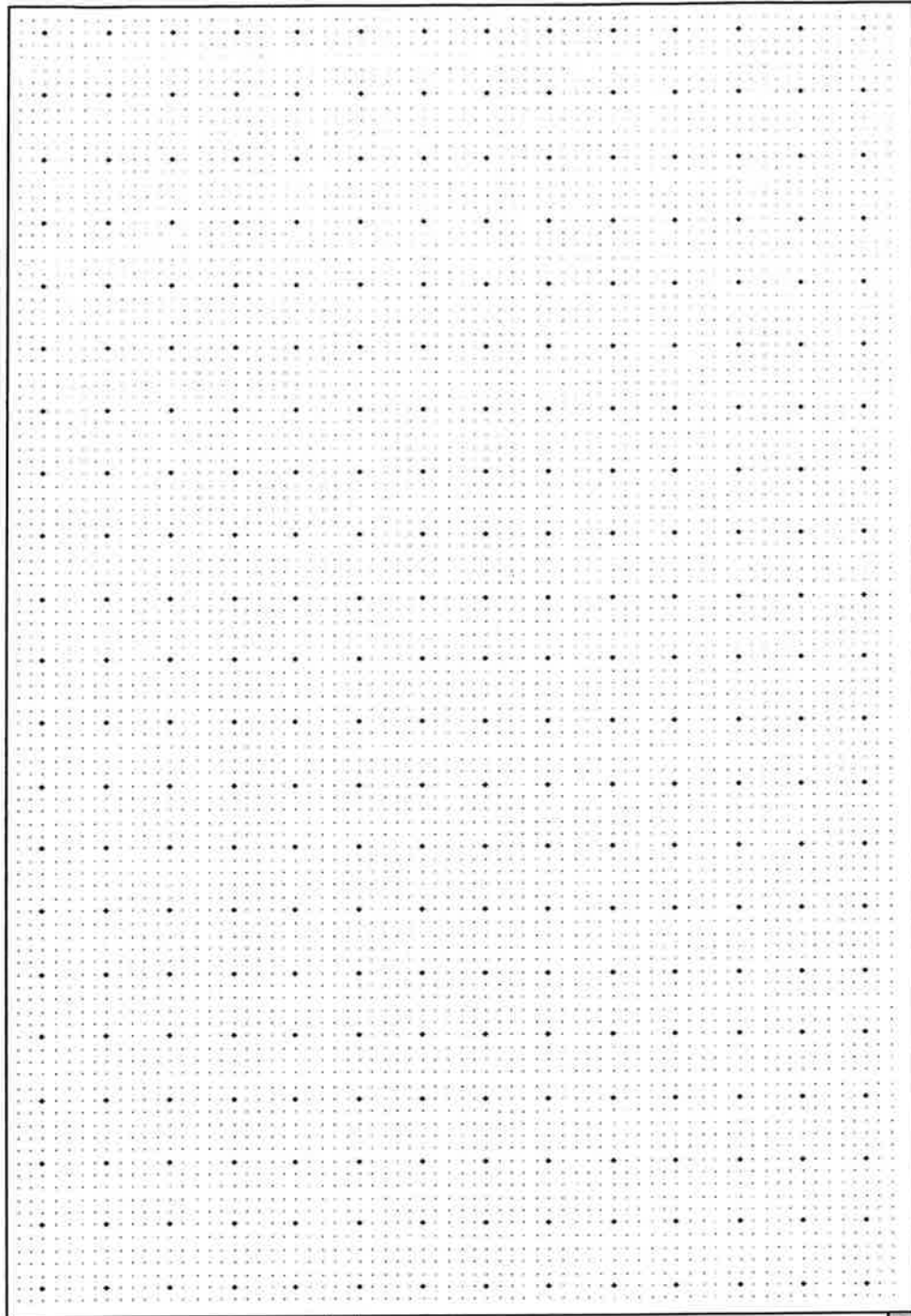
Date	Project ID	Permit Type	Notes

Model:
 Roof:
 Ext:
 Int:
 Floor:
 Heat:
 Bedrooms: Baths:
 Extra Kitchens:
 A/C:
 Quality:
 Com. Wall:
 Stories:
 Fixtures:
 Fireplaces:
 Generators:
 Base Type:

BUILDING SUB AREA DETAILS

2011 BASE YEAR BUILDING VALUATION

Year Built:
 Condition For Age:
 Physical:
 Functional:
 Economic:
 Temporary:
 %
 %



ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: James Prioli
10 Cavern Knoll Way
Lee, NH 03861

Property Tax Map 26 Lot 2-12A
Address: L12A Wadleigh Falls Campground

Tax Year: 2013
Assessment: \$7,100

The subject is a camper situated on a rented site in Wadleigh Falls Campground. I spoke with the property owner and upon review found that the camper was incorrectly listed. Upon correction assessment is reduced \$1,500 and it is recommended that an abatement in the amount of \$43 plus any applicable interest be granted.

Abatement Granted

Abatement Denied

Dated _____

OWNER INFORMATION

PRIOU, JAMES V.
 10 CAVERN KNOLL WAY
 WEYMOUTH, MA 02189-2524

SALES HISTORY

Date	Book	Page	Type	Price	Grantor
5/13-11			LIST CAMPER - COPPER CANNYON SPRINTER. 1/14- ADD OWNER PER DOCUMENT RECEIVED.		

NOTES

5/13- LIST CAMPER - COPPER CANNYON SPRINTER. 1/14- ADD OWNER PER DOCUMENT RECEIVED.

EXTRA FEATURES VALUATION

Feature Type Units Length x Width Size Adj Rate Cond Market Value Notes

MUNICIPAL SOFTWARE BY AVITAR

LEE ASSESSING OFFICE

PARCEL TOTAL TAXABLE VALUE

Year	Building	Features	Land
2013	\$ 7,100	\$ 0	\$ 0
	Parcel Total: \$ 7,100		
2014	\$ 7,100	\$ 0	\$ 0
	Parcel Total: \$ 7,100		

LAND VALUATION

Zone: RES Minimum Acreage: 1.95 Minimum Frontage: 250 Site: AVERAGE Driveway: Road:
 Land Type Units Base Rate NC Adj Site Road DWay Topography Cond Ad Valorem SPI R Tax Value Notes
 IF RES 0 ac E



PICTURE

OWNER
PRIOLL, JAMES V.
 10 CAVERN KNOLL WAY
 WEYMOUTH, MA 02189-2524

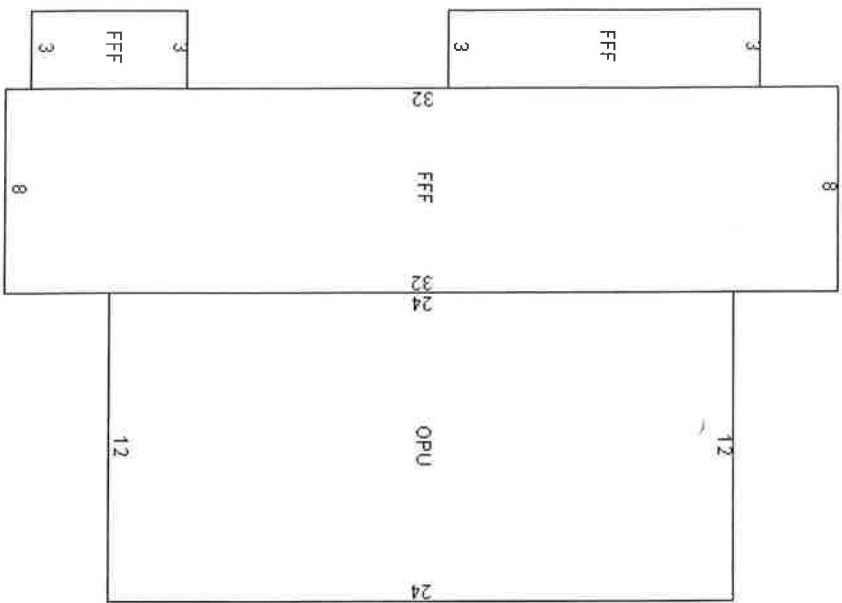
TAXABLE DISTRICTS
 District Percentage

BUILDING DETAILS

PERMITS
 Date Project ID Permit Type Notes

Model: 1 STORY FRAME CAMPER
 Roof: FLAT/ROLLED/COMPO
 Ext: AVERAGE
 Int: AVERAGE FOR USE
 Floor: LINOLEUM OR SIM
 Heat: GAS/FA NO DUCTS
 Bedrooms: Baths: 1.0 Fixtures:
 Extra Kitchens: Fireplaces:
 A/C: Yes 100.00 % Generators:
 Quality: A0 AVG
 Com. Wall:
 Size Adj: 1.4649 Base Rate: RCM 20.00
 Bldg. Rate: 1.1866
 Sq. Foot Cost: \$ 23.73

ID	Description	Area	Adj.	Effect.
FFF	FST FLR FIN	310	1.00	310
OPU	OPEN PORCH	288	0.15	43
		598		353



2011 BASE YEAR BUILDING VALUATION

Market Cost New: \$ 8,377
 Year Built: 2006
 Condition For Age: AVERAGE 15 %
 Physical:
 Functional:
 Economic:
 Temporary:
 Total Depreciation: 15 %
 Building Value: \$ 7,100

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: February 10, 2014

RE: Peter Allen
Kathleen Raymond
10 Tucker Street
Lynn, MA 01902

Property Tax Map 31 Lot 4-247
Address: L47 Wellington Campground

Tax Year: 2013
Assessment: \$4,400

The subject was a camper situated on a rented site in Wellington Campground. I spoke with the campground owner and was informed that this camper was removed. As such it is my opinion that the assessment should be reduced to \$0 and an abatement in the amount of \$127 plus any applicable interest be granted.

Abatement Granted

Abatement Denied

Dated _____

**TAX CREDIT/EXEMPTION
APPLICATION RECOMMENDATION**

To: Select Board
Town of Lee

Date: February 10, 2014

From: Scott Marsh, CNHA
Municipal Resources
Contract Assessors' Agents

RE: Elderly Exemption Application
Tax Map 28 Lot 2-300

The above application was timely filed and supporting information has been provided and reviewed. Based on the review it appears that Charles Willis does qualify for the 65-74+ years of age elderly exemption and it is recommended that the application be approved.

If there are any questions, please let me know.

RECEIVED

DEC 10 2013

659-5414

FORM PA-29
TOWN OF LEE, NH
SELECTMAN'S OFFICE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
PERMANENT APPLICATION FOR PROPERTY TAX CREDIT/EXEMPTIONS
DUE DATE APRIL 15th PRECEDING THE SETTING OF THE TAX RATE
CALL YOUR CITY/TOWN FOR INCOME AND ASSET LIMITS

There is a separate page of instructions (pages 3 & 4) that accompany this form. If you do not receive the instructions, please visit our web site at www.revenue.nh.gov or contact your city/town. Note: "CU Partner" stands for "Civil Union Partner".

STEP 1 NAME AND ADDRESS	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL
	WILLIS	CHARLES	W
	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL
	MAILING ADDRESS		03861
	77 OSPREY LANE		ZIP CODE
	CITY/TOWN	LEE, NH	STATE
CITY/TOWN TAX MAP #	BLOCK #	LOT #	
28	2	300	
ADDRESS OF PROPERTY	77 Osprey Lane		
STEP 2 VETERANS' TAX CREDITS/EXEMPTION	1 Veteran's Name		
	2 Date of Entry into Military Service		3 Date of Discharge/Release from Military Service
	4 <input type="checkbox"/> Veteran	<input type="checkbox"/> Veterans' Tax Credit	
	<input type="checkbox"/> Spouse/CU Partner	<input type="checkbox"/> Credit for Service Connected Total and Permanent Disability	
	<input type="checkbox"/> Surviving Spouse/CU Partner	<input type="checkbox"/> Credit for Surviving Spouse/CU Partner of Veteran Who Was Killed or Died on Active Duty	
	5 Name of Allied Country Served in _____		
	6 Branch of Service _____		
	7 <input type="checkbox"/> US Citizen at time of entry into the Service	8 <input type="checkbox"/> Alien but Resident of NH at time of entry into the Service	
	9 Does any other eligible Veteran own interest in this property? <input type="checkbox"/> No <input type="checkbox"/> Yes If YES, give name _____		
	10 <input type="checkbox"/> Total Veteran Exemption <input type="checkbox"/> (a) Veteran <input type="checkbox"/> (b) Surviving Spouse/CU Partner of that Veteran		
STEP 3 OTHER EXEMPTIONS	11 <input checked="" type="checkbox"/> Elderly Exemption Applicant's Date of Birth <u>5-6-48</u> Spouse/CU Partner's Date of Birth _____ Must be 65 years of age on or before April 1st of year for which exemption is claimed.		
	<input type="checkbox"/> Disabled Exemption	<input type="checkbox"/> Solar Energy Systems Exemption	
	<input type="checkbox"/> Blind Exemption	<input type="checkbox"/> Woodheating Energy Systems Exemption	
<input type="checkbox"/> Deaf Exemption	<input type="checkbox"/> Wind-Powered Energy Systems Exemption		
STEP 4 IMPROVEMENTS	13 <input type="checkbox"/> Improvements to Assist Persons with Disabilities <input type="checkbox"/> Improvements to Assist the Deaf		
STEP 5 RESIDENCY	14 <input checked="" type="checkbox"/> This is my primary residence		
	<input type="checkbox"/> NH Resident for one year preceding April 1st in the year in which the tax credit is claimed (Veterans' Credit)		
	<input checked="" type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1st in the year the exemption is claimed (Elderly Exemption)		
STEP 6 OWNERSHIP	15 Do you own 100% interest in this residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If NO, what percent (%) do you own? _____		
STEP 7 SIGNATURES	Under penalties of perjury, I hereby declare that the above statements are true.		
	SIGNATURE (IN INK) OF PROPERTY OWNER		DATE
	<u>Charles W Willis</u>		<u>12.12.13</u>
	SIGNATURE (IN INK) OF PROPERTY OWNER		DATE
WHEN TO FILE	<p>Deadline: Form PA-29 must be filed by April 15th <i>preceding</i> the setting of the tax rate. The assessing officials shall send written notice to the taxpayer of their decision by July 1st <i>prior</i> to the date of notice of tax. Failure of the assessing officials to respond shall constitute a denial of the application. Example: If you are applying for an exemption and/or credit off your 2008 property taxes, which are due no earlier than December 1, 2008, then you have until April 15th, 2008 to file this form. The assessing officials have until July 1st, to send notice of their decision. Failure of the assessing officials to respond shall constitute a denial of the application.</p> <p>A late response or a failure to respond by assessing officials does not extend the appeal period.</p> <p>Date of filing is when the completed application form is either hand delivered to the city/town, postmarked by the post office, or received by an overnight delivery service.</p>		
APPEAL PROCEDURE	<p>If an application for a property tax exemption or tax credit is denied by the town/city, an applicant may appeal in writing on or before September 1st following the date of notice of tax under RSA 72:1-d to the New Hampshire Board of Tax and Land Appeals (BTLA) or to the Superior Court. Example: If you were denied an exemption from your 2008 property taxes, you have until September 1, 2009, to appeal.</p> <p>Forms for appealing to the BTLA may be obtained from the NH BTLA, 107 Pleasant Street, Concord, NH 03301, their web site at www.nh.gov/btla or by calling (603) 271-2578. Be sure to specify EXEMPTION APPEAL.</p>		

PROPERTY OWNER'S NAME

PROPERTY OWNER'S NAME

TAX MAP/BLOCK/LOT

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
PERMANENT APPLICATION FOR PROPERTY TAX CREDIT/EXEMPTIONS
TO BE COMPLETED BY CITY/TOWN ASSESSING OFFICIALS

MUNICIPAL AUTHORIZATION

VETERANS' TAX CREDIT

CITY/TOWN TAX MAP #	BLOCK #	LOT #	Granted	Denied	Date
<input type="checkbox"/> Veterans' Tax Credit (\$50 minimum to \$500)		Amount \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Service Connected Total & Permanent Disability (\$700 minimum to \$2000)		Amount \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Surviving Spouse/CU Partner of Veteran Who Was Killed or Who Died on Active Duty (\$700 minimum to \$2000)		Amount \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Review Discharge Papers (Form DD214), Form # _____					
<input type="checkbox"/> Other Information _____					

VETERANS' EXEMPTION

Total Exemption	(a) Veteran	(b) Surviving Spouse/CU Partner	Granted	Denied	Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

APPLICABLE ELDERLY AND DISABLED EXEMPTION (OPTIONAL) INCOME AND ASSET LIMITS

Income Limits	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category	
			Age Range	Amount
Single	\$ _____	\$ _____	65 - 74 years of age	\$ _____
Married	\$ _____	\$ _____	75 - 79 years of age	\$ _____
Asset Limits			80 + years of age	\$ _____
Single	\$ _____	\$ _____		
Married	\$ _____	\$ _____		

OTHER EXEMPTIONS

	Amount \$	Granted	Denied	Date
<input checked="" type="checkbox"/> Elderly Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Disabled Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Improvements to Assist the Deaf	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Improvements to Assist Persons with Disabilities	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Blind Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Deaf Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Solar Energy Systems Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Woodheating Energy Systems Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Wind-Powered Energy Systems Exemption	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

A photocopy of this Form (Pages 1 & 2) or a Form PA-35 must be returned to the property owner after approval or denial before July 1st.

The following documentation may be requested at the time of application in accordance with RSA 72:34, II:

- List of assets, value of each asset, net encumbrance and net value of each asset.
- * Statement of applicant and spouse's/CU partner's income.
- * Federal Income Tax Form.
- * State Interest and Dividends Tax Form.
- * Property Tax Inventory Form filed in any other town.

* Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

Selectmen/Assessor(s) Printed Name	Signatures(s) of Approval (in ink)	Date

ELDERLY EXEMPTION

INCOME

SINGLE - \$46,500

MARRIED - \$59,400

EXEMPTION

65 - 74 - \$174,000

75 - 79 - \$210,000

80+ - \$270,000

ASSETS - \$222,500

VET - \$375

DISABLED - \$1400



TOWN OF LEE
SELECTMEN'S OFFICE
7 MAST RD, LEE, NEW HAMPSHIRE 03861
(603) 659-5414

TO: Board of Selectman
DATE: February 18, 2014
FROM: Julie E. Glover
RE: Land Use Change Tax Trust Fund Request

During FY 2013 the Tax Collector received \$15,495.00 in Land Use Change Tax. Fifty percent of this income is given to the Trustees of the Trust Funds as voted in WA #16 on March 14, 1989. Please approve the transfer of \$7,747.50 to the Land Use Change Tax CRF. (See attached.)

John LaCourse, Chairman

David Cedarholm, Selectman

Carole Dennis, Selectwoman

Benjamin Genes, Treasurer

**Town of Lee
Land Use Change Tax
As of June 30, 2013**

Type	Date	Name	Memo	Amount
1080-04 · Land Use (U) Change Tax				
Deposit	09/05/2012	Tax Collector	9/12/2012	-7,700.00
Deposit	01/10/2013	Tax Collector	1/10/2013	-2,751.21
Deposit	02/13/2013	Tax Collector	2/5/2013	-28.79
Deposit	05/01/2013	Tax Collector	4/29/2013	-5,000.00
Deposit	06/19/2013	Tax Collector	6/11/2013	-15.00
Total 1080-04 · Land Use (U) Change Tax				-15,495.00
15,495.00 x 50% to Land Acquisition Trust				7,747.50

Town of Lee Account QuickReport All Transactions

Type	Date	Num	Name	Memo	Amount	Balance
1080 · Taxes Receivable						
1080-04 · Land Use (U) Change Tax						
Deposit	07/27/2011		Tax Collector	8/01/2011	-5,313.71	-5,313.71
Deposit	01/18/2012		Tax Collector	01/19/2012	-65,000.00	-70,313.71
Deposit	06/27/2012		Tax Collector	6/25/2012	-5,483.55	-75,797.26
General J...	06/30/2012	MC ...		MS 61	83,313.71	7,516.45
Deposit	07/12/2012		Tax Collector	7/9/2012	-16.45	7,500.00
Deposit	07/25/2012		Tax Collector	7/27/2012	-7,500.00	0.00
Deposit	09/05/2012		Tax Collector	9/12/2012	-7,700.00	-7,700.00
Deposit	01/10/2013		Tax Collector	1/10/2013	-2,751.21	-10,451.21
Deposit	02/13/2013		Tax Collector	2/5/2013	-28.79	-10,480.00
Deposit	05/01/2013		Tax Collector	4/29/2013	-5,000.00	-15,480.00
Deposit	06/19/2013		Tax Collector	6/11/2013	-15.00	-15,495.00
Total 1080-04 · Land Use (U) Change Tax					-15,495.00	-15,495.00
Total 1080 · Taxes Receivable					-15,495.00	-15,495.00
TOTAL					-15,495.00	-15,495.00

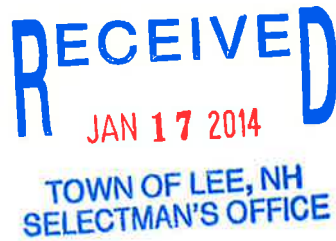
TOWN OF LEE
Supplements Report

Includes all Supplements Between 07/01/2012 And 07/01/2013.

Requested by LINDA -- 07/01/2013

Owner	Ref No.	Map	Lot	Sub	Invoice No.	Date	Bill Amount	Balance Due
Warrant 2012G01								
PETERS, PEARL	2012/13-06G	000004	000006	000000	2012G01-S0019	04/03/2013	\$ 19.84	\$ 0.00
CHICK TRUCKING INC	2012/13-08G	000035	000009	000000	2012G01-S0021	06/03/2013	\$ 89.36	\$ 89.36
2012G01							\$ 109.20	\$ 89.36
Warrant 2012T01								
PARK COURT PROPERTIES, INC	2012/13-02T	000029	000002	000000	2012T01-S0014	11/19/2012	\$ 181.49	\$ 0.00
NEW HAMPSHIRE, UNIVERSITY OF	2012/13-05T	000033	000003	000000	2012T01-S0017	04/03/2013	\$ 200.66	\$ 0.00
WILLIAMS, CRAIG E	2012/13-06T	000022	000007	000000	2012T01-S0018	04/03/2013	\$ 1,788.34	\$ 0.00
COX, CHARLES & LAUREL - TRUST	2012/13-07T	000002	000005	000000	2012T01-S0020	06/03/2013	\$ 2,005.30	\$ 0.00
2012T01							\$ 4,175.79	\$ 0.00
Warrant 2012U01								
LOWTHER, KELLY W	2012/13-01CU	000022	000003	000500	2012U01-S0011	08/08/2012	\$ 1,700.00	\$ 0.00
LOWTHER, KELLY W	2012/13-02CU	000022	000003	000600	2012U01-S0012	08/08/2012	\$ 6,000.00	\$ 0.00
CDC-NEWHAMPSHIRE LLC	2012/13-01CU	000006	000008	000800	2012U01-S0013	11/19/2012	\$ 2,780.00	\$ 0.00
LEE FARM WORKS, LLC	2012/13-03CU	000014	000002	000500	2012U01-S0015	04/03/2013	\$ 15.00	\$ 0.00
GINSBURG, PHILIF	2012/13-04CU	000012	000003	000000	2012U01-S0016	04/03/2013	\$ 5,000.00	\$ 0.00
2012U01							\$ 15,495.00	\$ 0.00
Grand Total:							\$ 19,779.99	\$ 89.36

consent agenda



January 15, 2013

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

Re: Annual Customer Notice

Dear Chairman and Members of the Board:

Each year Comcast provides its customers with annual notices, including such information as Comcast's customer privacy policy, payment procedures, equipment compatibility and billing dispute and complaint procedures.

In accordance with RSA 53-C:3-d, enclosed please find a copy of the inserts received by customers in their bills during 2013. In addition, please find a copy of the Affidavit submitted to the Attorney General's Office certifying the inclusion of such documents into customer bills during the 2013 calendar year.

Please do not hesitate to contact me if you have any questions at 603.334.3603.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government & Regulatory Affairs

Enclosures

AFFIDAVIT

Customer Annual Notice

I, Ronni Summerton, certify that Comcast of Connecticut/Georgia/ Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, Comcast of Maine/New Hampshire, Inc., Comcast of Massachusetts/New Hampshire, LLC and Comcast of New Hampshire, Inc. complied with New Hampshire RSA 53-C:3-d (Notice to Subscribers Regarding Quality of Service) by providing each customer located in the communities attached hereto an insert regarding 1) **Customer Privacy Notice**, 2) **Important Information** and 3) **Notice to Customers Regarding Equipment Compatibility & Important Information**. Each notice was submitted with subscriber bills in February, September and September of 2013 respectively.



Signature

Ronni Summerton
Print Name

January 9, 2014
Date

Attachment

Important Notices To Our Customers

How to Use Your Cable Service Notice to Customers Regarding Equipment Compatibility & Important Information



Book 1 Revised 8/12 X33831 8773-1000 (0010-666-0100-0190,0500-0800,0500-1020,1000,
1930-2290,2310,2330-2860,2900-2950,3000,3040,3100-3250,3300,3300-3430,3670-3740,3760-3780,3810-3950,4000-4040,4500),
8773-2000 (0810,1100,1220-1300,1330-1420,1440-1640,1660-1700,1800-1850) 8773-3000 (1200-1210,1310-1320,1400-1500)

HOW TO USE YOUR CABLE SERVICE

Congratulations on your choice of one of the world's best entertainment and information media - cable TV! We have designed our Comcast cable television service to be as simple to use as it is exciting to explore!

This information is provided to enable you to be more knowledgeable about your service and to answer any questions you may have about it.

HOW CABLE TELEVISION WORKS

Cable television brings you more channels and generally better reception than off-air reception of broadcast television because the television signals travel to your home by way of cable, rather than through the air. Because television stations are brought into your home through miles of high-technology cable, your television reception is uninterrupted by trees, buildings and other surface obstacles.

In addition to certain local television stations, communications satellites allow you to receive many additional channels through cable television. A large selection of viewing choices is available from your cable company. Here is how these channels are received:

1. Individual television programs are produced in many locations around the world.
2. These programs are transmitted to communication satellites that orbit the earth. These satellites stay in a fixed position 22,300 miles above the earth, allowing them to transmit signals to your community.
3. Local satellite dishes receive these signals.
4. The cable television control center - the "head-end" - processes these satellite signals, along with the signals from your local television stations and other sources, so they can be transmitted over our cable system to your home.
5. These quality television programs are brought to your home by way of hundreds of miles of cable, either strung on poles or buried underground.



or our toll-free telephone number which is available 24 hours a day, seven days a week. You can also visit our local business office listed on your billing statement. Alternatively, if you wish to put your comments in writing, your letter should be addressed to Comcast at the local address listed on your billing statement. We will promptly try to resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to your monthly cable bill or call the local customer service number listed below for the name and address of your local franchising authority.

INSTALLATION

Someone over 18 years of age must be home during the installation of your cable television service. This will ensure a thorough and complete installation and will allow you to become more familiar with your cable service and equipment.

GENERAL DO'S AND DON'TS

We have installed cable in your home in a manner that is consistent with Federal Communications Commission ("FCC") rules. Here are a few tips to keep it operating safely and reliably:

1. During severe electrical storms you should unplug your television set and cable converter to avoid damage. Comcast and your set manufacturer are not responsible for damage which occurs due to acts of nature.
2. Your cable converter operates on 110 volts. Please take all the same precautions you would for any small appliance, such as checking the cord to make sure it is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your cable converter.
4. If you have someone other than Comcast install the inside wiring in your home, or if you do it yourself, you are responsible for ensuring that the installation
 - a. complies with all applicable governmental regulations (FCC signal leakage rules, for example), and
 - b. does not interfere with the normal operations of the cable system or any other communications systems, such as those used by police and fire departments.

BILLING

Your monthly cable bill not only gives you a listing of your current charges, payments and credits, but it may also contain special messages to our customers. Take time to review your bill to make sure your name, address and other information are correct. You generally will be billed at the same time each month unless you are notified otherwise.

COMPLAINT PROCEDURES

If you have a complaint regarding your cable television service or your bill, please call the local customer service number listed below

Your first statement will include a monthly charge for the upcoming month. It may also include:

1. Your installation charge,
2. A partial charge for your first month's service if you are connected in the middle of a billing cycle; for example, if your monthly cable fee is \$24.00 and you connect to cable on the tenth day of a 30-day month, you would be billed for 2/3 of a month. The amount shown next to the line entry "prorate" or "partial month" would be \$16.00,
3. Your payment due date,
4. An address to send any written requests in a separate letter to Comcast, and
5. All prices for services (these may be subject to applicable franchise fees and taxes).

THEFT OF SERVICE

The Cable Act (47 USC § 533) created both civil and criminal penalties for manufacturers, suppliers and users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws, and provides a federal remedy against any person who, without authorization, intercepts or receives any communication service which is provided over a cable system.

This federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as individual subscribers.

The Cable Act provides both civil and criminal penalties for theft of cable services. Under this federal legislation, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

Theft of service creates unfair burdens on cable subscribers who are forced to subsidize the benefits that other individuals are getting by receiving cable service without paying for it.

ABOUT YOUR CONVERTER

Many television sets cannot receive the large number of channels offered by cable television. In order to receive these channels, as well as to descramble certain optional premium or pay-per-view services, you may require an electronic channel selection device called a "converter." A converter and a remote control are available from Comcast on a lease basis or may be purchased at certain retail outlets, including consumer appliance or electronics stores.

Some television components like VCRs, cable-ready sets and remote-control devices may not be compatible with your cable television service. We encourage you to make certain components you purchase are compatible with your cable television service prior to making a purchase. For further information, please refer to the Equipment Compatibility section of this notification, or call your local Comcast office.

Converters that unscramble services also provide our customers with the option to use "parental control" to block channels they wish not to view.

It is easy to watch your television after connecting to cable using a converter. Just turn on both your television set and the converter. Make sure that your television is tuned to the output channel of your converter (Ch. 2, 3 or 4), and then select the channel you want to watch by using the controls on either the converter or the hand-held remote control device. To ensure reliable operation, make sure the converter is plugged into a "live" electrical outlet, rather than one controlled by a light switch. Loss of power to some converters may result in a temporary loss of cable service, even after the power is restored.

IF YOUR CONVERTER IS PROVIDED TO YOU BY COMCAST, YOU MUST RETURN IT ONCE YOU ARE NO LONGER A CUSTOMER.

IF YOU HAVE PROBLEMS

If you experience a problem with picture or signal quality, you should review your television and/or VCR owner's manual for proper adjustment or please try the troubleshooting information below. If your service problem does not clear up you should call the local customer service number listed below and describe the problem to a customer service representative.

In order to correct the problem, we may need access to your premises. If required, a service call will be scheduled at a time convenient to you. We will make all reasonable efforts to resolve any complaints you have concerning the quality of our signals promptly and efficiently. Excluding conditions beyond our control, we will respond to a service interruption no later than twenty-four hours after receipt of notification. We respond to other service problems no later than the next business day after notification. If our service technician is unable to correct the problem to your satisfaction we will, at your request, schedule a second service appointment. If we remain unable to correct the problem you will be notified of this fact and the reason why. If you are dissatisfied with our resolution of your service problem, you may contact the local franchising authority to discuss the problem with your service. Please refer to your monthly cable bill or call the local customer service number listed below for the name and address of your local franchising authority.

IMPORTANT: Is your television set dial set on the converter output channel (example: Ch. 2, 3 or 4)?

Wrong Channel

- Check television set dial and converter for channel setting.



Snow on Screen

- Check to make sure converter is plugged into a working outlet.



No Picture, No Sound

- Make sure the television set is plugged into a "live" electrical outlet, and not controlled by a wall switch.
- Push red "reset" button on back of television set, if your set has one.
- Adjust "brightness" control on television set, if your set has one.



Picture Shrinks

- May be an overloaded circuit in your television set, or
- Electric company power cutback.



No Picture

- Check channel setting on converter and television set.
- Check listing to make sure channel is broadcasting during this time slot.
- Wait for the television station announcement of difficulty.
- Check other channels to compare reception.



CABLE AND YOUR VCR, DVD PLAYER, DVD RECORDER

If you are a VCR, DVD Player, DVD Recorder owner, you can use your VCR, DVD Player, DVD Recorder to receive additional enjoyment from your cable television service.

Comcast wants to help you understand how to make your VCR, DVD Player, DVD Recorder and cable television service compatible entertainment components. With your cable service VCR, DVD Player, DVD Recorder combination, you can record your favorite movies and cable programs for later viewing. We want you to have maximum flexibility in watching what you want, when you want to watch it.

VCR, DVD Player, DVD Recorder-Cable Hookup Warnings

1. Additional equipment, such as coaxial cables, signal splitters or A/B switches, may cause picture distortion if it does not meet Comcast systems' standards. Please call our repair department before you purchase additional hookup equipment.
2. We recommend against cutting cable wire connectors. An improperly cut cable may cause picture distortion.
3. All cable connections must be fitted "wrench tight."

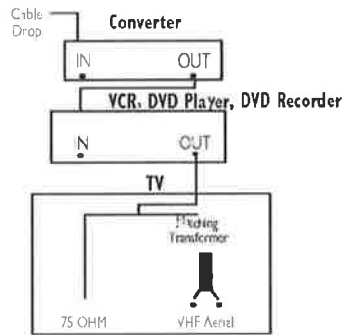
Installing Your VCR, DVD Player, DVD Recorder

Installation of your VCR, DVD Player, DVD Recorder can be completed through a variety of different methods depending upon your viewing and recording requirements. The various options available for connecting your VCR, DVD Player, DVD Recorder are described below.

To Record What You View

The diagram below shows how to install your VCR, DVD Player, DVD Recorder so you may view and record the same channel. When using this option, be sure you have both your TV and VCR, DVD Player, DVD Recorder set to the proper channel.

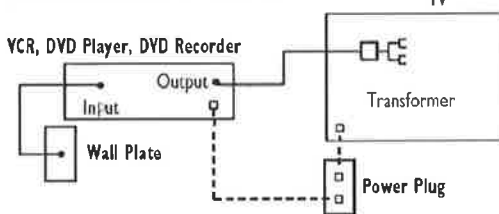
- Step 1: The coaxial cable from the wall connects to the "in" terminal on the converter.
- Step 2: A coaxial cable is connected from the converter "out" terminal to the "in" terminal on your VCR, DVD Player, DVD Recorder.
- Step 3: A second coaxial cable is connected from the "out" terminal of your VCR, DVD Player, DVD Recorder to the back of your television set.
- Step 4: The coaxial cable is then either attached to the 75 OHM input terminal if you have a cable-ready television, or a "matching transformer" is installed on the end of the cable connector, and the transformer is then attached to the VHF aerial terminals.



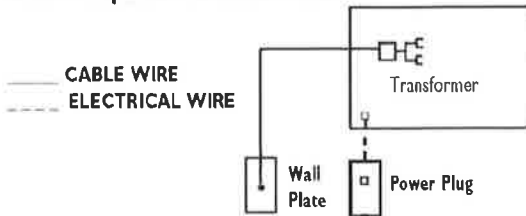
True Cable Compatibility

Please refer to the Equipment Compatibility section in this notice regarding cable compatibility, or call your Comcast office if you have questions. If your service level and your equipment are compatible, then generally you can be hooked up to cable service according to the following diagrams:

Cable-Compatible TV & VCR, DVD Player, DVD Recorder-Cable Connection



Cable-Compatible TV Cable Connection



Installing Digital Cable Service

Upon request for an upgrade to Comcast Digital Cable, self-installation kits and manuals for Digital Consumer Terminals ("DCT") are available from your local Comcast cable office for a separate charge. The installation and other instructions relating to DCTs differ from those set forth above due to the uniqueness of the DCT and the digital and other services and functions that may be received through it. Contact your local Comcast cable office for further details.

A BRIEF NOTE ABOUT THE SERVICES WE OFFER

Not all services are available in all areas. Please call your local Comcast office for details.

Basic Service

Basic Service is one of our most viewed levels of service. Basic Service may include off-air broadcast stations and franchise-required public, educational and government access channels. All such programming varies on a community-by-community basis and is subject to change at any time. Currently, our cable customers must subscribe to Basic Service in order to subscribe to any tiers of video service offered by Comcast.

Expanded Basic Service

Expanded Basic Service is the level of service that generally carries all non-premium cable channels, such as The Discovery Channel, Lifetime, ESPN, A&E, USA, TNT and, where available, regional sports services. All such programming varies on a community-by-community basis and is subject to change at any time.

Expanded Basic Service, where available, is an optional level of service above and beyond Basic Service. A customer must receive Basic Service in order to be eligible to receive Expanded Basic Service.

Premium Services

Premium Services are generally available to customers who receive Basic Service. Customers typically do not need to receive Expanded Basic Service in order to get premium channels. Premium channels generally include Home Box Office (HBO), Showtime, Cinemax, STARZ!, and Encore. All premium services may not be available in all areas. There is a separate monthly charge for each premium channel a customer receives.

Digital Cable Services

Many of our customers have chosen Comcast Digital Cable. It provides a special interest and other channels, digital music channels and access to multiple pay-per-view channels and multiplexed services, among other features, in addition to the analog service our customers already receive.

In addition, interactive television services may be available in some areas.

Other Optional Services

In addition to these programming services, we may also offer our customers the option of renting converters or remotes for an additional monthly charge; the Cable Guide, Pay-Per-View or other services, including ordering and downloading pay-per-view services; and optional interactive television services, such as e-mail and access to the Internet.

We may also have available Comcast High-Speed Internet Service for personal computers that offers content-enhanced access to the Internet; full motion video; national, regional, and local content; e-mail; personalized browsers; and other exciting features at unprecedented speed and convenience. Comcast High-Speed Internet service may not be available in all areas and is subject to certain terms and conditions.

A NOTE ABOUT PROGRAMMING

We receive programming from various non cable and cable networks. We are not responsible for the content of programs aired by these networks. Programming complaints or questions should be directed to the particular cable or broadcast networks.

MOVING

BEFORE YOU MOVE, please call Comcast. This is the best way for us to disconnect your service, recover your converter and arrange for cable television service in your new home. Call us in advance, and we will schedule a new installation if your new home is in our service area.

If you decide to disconnect your cable television service, converters, remote control devices and any other equipment provided by Comcast should be returned to us **immediately**. Customers are liable for these items and will continue to be billed until the equipment is returned, or, if you have lost it or are otherwise unable to return it, paid for.

EMERGENCIES

Emergencies such as fallen utility lines, violent storms or sub-freezing weather may interfere with reception of cable service. We will promptly have one of our crews correct an emergency situation as soon as it is safely possible.

IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING EQUIPMENT COMPATIBILITY

"CABLE READY" AND "CABLE COMPATIBLE EQUIPMENT"

Many subscribers currently rent or own set-top converters to receive our cable services. Because a set-top converter functions as the channel tuner on your television or VCR, it may prevent you from using some of the special features and functions of your television or VCR. For example, you may not be able to view one program while recording another, record two or more consecutive programs that appear on different channels, use advanced picture generation and display features such as "picture in picture," channel review or use other features that necessitate channel selection by the television set or VCR. Some of these problems may be resolved by the use of A/B switches, signal splitters, and/or other supplemental equipment that can be purchased from Comcast or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

In order to enable you to utilize special features, which your television and VCR may have, we will make available, upon your request, equipment which will allow for simultaneous reception of two or more scrambled or encrypted signals and for tuning to alternative channels on a pre-programmed schedule. This equipment could include for example, set-top converters and multiple descrambler/decoders and/or tuners (or if such devices are not available, multiple set-top devices will be provided), and signal bypass switches.

If you plan to purchase cable services that we scramble or encrypt, such as premium, pay-per-view or digital services, you should make sure that any set-top converter, or navigation device or Digital-cable-ready television (which can receive digital cable services using a device that we must provide called a CableCard in place of a converter) that you purchase from a retail outlet is compatible with our system or Note: CableCards will not support two-way, interactive services such as On Demand, pay-per-view and the Comcast interactive program guide. Sets capable of supporting two-way services will be available in the future, and Comcast is committed to supporting that technology when it becomes available.

Upon your request, we will provide you with the necessary technical parameters necessary for any set-top converter rented or acquired from retail outlets to operate with our cable system. If you see advertisements for set-top converters that have descramblers in them, you should understand that these devices may be illegal to use. Because of the need to protect our scrambled services, we will not authorize the use of any converter/descrambler which does not conform to all required signal security specifications. People who

use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment.

AVAILABILITY OF SPECIAL BY-PASS EQUIPMENT

Some of the channels offered on the Comcast cable system may also be scrambled and viewed only if a set-top converter is used. However, as described above, a converter may limit your ability to use certain advanced features on your television set VCR, DVD Player, DVD Recorder. If you use a converter and you have problems using the special features, additional special equipment may be necessary to regain some or all of these features. Comcast will consult with you in order to determine what specific equipment may be available to solve your particular situation. This equipment may include an additional converter, or, if you have a receiver that can tune our cable channels, possibly a switch (or a special converter with a switch) that will enable you to by-pass the converter and tune all unscrambled channels with your television set VCR, DVD Player, DVD Recorder.

Please contact Comcast regarding your needs, and we will be happy to discuss alternative solutions with you and give you a schedule of applicable charges. In addition, you may purchase by-pass switches and additional converters at retail outlets. Cable converters that have descramblers in them (so-called "pirate boxes" or "black boxes") may be illegal to sell or use, unless authorized by Comcast. Because of the need to protect our scrambled services, we will not authorize the use of any converter descramblers which does not conform to all required signal security specifications.

PAY-PER-VIEW PROGRAMMING

Comcast may not have the right to distribute pay-per-view programming to commercial establishments, and you may not order or request pay per view programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view programming in a commercial establishment unless explicitly authorized to do so in advance, by Comcast and our program provider. If you fail to abide by this restriction, you will be held liable for any claims made against you or Comcast on account of any unauthorized commercial exhibition.

REMOTE CONTROLS

If you use a converter with remote control capability, Comcast provides remote control devices for a monthly charge. In some areas, you may also be able to buy them from us. It is also possible the remote control that came with your TV or VCR is capable of controlling the converter box. In that case, please feel free to use it. Finally, you may choose to buy a "universal" remote control device capable of working with our converters at retail outlets, including many appliance or consumer electronics stores. Examples of compatible universal remote control devices include: Zenith, including Gemini's "Rabbit" series; the Mac 10 and the Mac 20; Mentek Memorex CP-8; Universal Electronics One Four All III; and Tandy Corporation 15902. Others may be available as well.

Any or all of the above remote control devices may not be compatible with the DCTs required for optional services voluntarily requested by you.

We hope this information has been useful. If you have any questions, please contact us. The phone number of your Comcast office is contained on your monthly bill, or in your monthly billing mailing.

IMPORTANT INFORMATION

SERVICE AREA
MA, NH & ME

PHONE NUMBERS

BILLING/REPAIR
1-800-COMCAST (266-2278)

NEW SERVICES/SALES
1-800-COMCAST (266-2278)

AFTER-HOURS REPAIR
1-800-COMCAST (266-2278)

MAILING/OFFICE ADDRESS

Comcast
1 Comcast Center
Philadelphia, PA 19102

LOCAL FRANCHISING AUTHORITY

Consumer Division of the
Department of Telecommunications and Cable
1-800-392-6066
1000 Washington Street, Suite 820
Boston, MA 02118

Office of the Attorney General
Consumer Protection and Antitrust Bureau
33 Capital Street
Concord, NH 03301

Office of the Attorney General
Consumer Information and Mediation Service
6 State House Station
Augusta, ME 04333



X58273

Comcast Customer Privacy Notice for Cable Television, High-Speed Internet and Phone Services

Why is Comcast providing this notice to me?

As a subscriber to cable service or other services provided by Comcast, you are entitled under Section 631 of the federal Cable Communications Policy Act of 1984, as amended, (the "Cable Act") to know the following:

- the limitations imposed by the Cable Act upon cable operators in the collection and disclosure of personally identifiable information about subscribers;
- the nature of personally identifiable information we collect;
- the nature of the use of personally identifiable information;
- under what conditions and circumstances we may disclose personally identifiable information and to whom;
- the period during which we maintain personally identifiable information;
- the times and places at which you may have access to your personally identifiable information; and
- your rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

Personally identifiable information is information that identifies a particular person; it does not include aggregate data that does not identify a particular person or persons. This notice is also provided to you in accordance with applicable California law, which only applies to our customers located in California who are served by a cable television corporation.

In addition, Section 702 of the federal Telecommunications Act of 1996, as amended, (the "Telecommunications Act") provides additional privacy protections for certain information related to our phone services:

- information about the quantity, technical configuration, type, destination, location, and amount of your use of the phone services; and
- information contained on your telephone bill concerning the type of phone services and features you receive.

That phone information, when matched to your name, address, and telephone number is known as customer proprietary network information or CPNI for short. This notice, which includes our CPNI Policy, describes what CPNI information we obtain, how we protect it, and how it may be used. If you are a customer of our phone services, you have the right, and Comcast has a duty, under the Telecommunications Act and applicable state law, to protect the confidentiality of CPNI. We also honor any restrictions applied by state law, to the extent applicable. **WE EXPLAIN BELOW UNDER "HOW DO I GIVE OR WITHHOLD MY APPROVAL FOR COMCAST TO USE CPNI TO MARKET ADDITIONAL PRODUCTS AND SERVICES TO ME?" HOW YOU CAN APPROVE OUR USE OF CPNI OR WITHDRAW YOUR APPROVAL?**

Special Note: Our CPNI Policy applies to the voice communications-related services provided by the applicable Comcast operating company that delivers voice services to our customers.

In this notice, the terms "Comcast," "we," "us," or "our" refer to the operating company subsidiary or subsidiaries of Comcast Corporation that (i) owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority, or (ii) is operating in your area. The term "you" refers to you as a subscriber to one or more of our cable service and other services.

I. Collection

What kind of information does this notice apply to?

The Cable Act applies to personally identifiable information that you have furnished to Comcast, or that Comcast has collected using the cable system, in connection with the provision of cable service or other services. The Telecommunications Act applies to CPNI related to our regulated phone services, and certain orders of the Federal Communications Commission apply the CPNI rules to our interconnected voice over Internet protocol communications services. This notice applies to our cable television service, our high-speed Internet service, and our phone services as provided for by applicable law and except as otherwise noted.

Special Note: This notice only covers information that is collected by Comcast in connection with the provision of our cable television service, our high-speed Internet service, and our phone and communications services to you as a subscriber to one or more of these services. It does not cover information that may be collected through any other products, services, or websites, even if accessed through our services and even if co-branded with them. You should read the privacy policies for these other products, services, and websites to learn how they handle your personal information.

For what purposes may Comcast collect personally identifiable information and CPNI?

The Cable Act authorizes Comcast as a cable operator to use the cable system to collect personally identifiable information concerning any subscriber for the following purposes:

- to obtain information necessary to render our cable service or other services to our subscribers; and
- to detect unauthorized reception of cable communications.

The Cable Act prohibits us from using the cable system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent.

The Telecommunications Act authorizes us to use, disclose, or permit access to individually identifiable CPNI in our provision of:

- the telecommunications services from which this information is derived; or
- services necessary to, or used in, the provision of these services, including the publishing of directories.

The Telecommunications Act prohibits us from using CPNI for any purposes other than those listed above except as permitted or required by law or with your approval.

What kind of personally identifiable information and CPNI does Comcast collect?

Comcast collects information from you at several different points when you initiate and use our services. Some of this information is personally identifiable information, but much of it is not. We collect certain personally identifiable information that our subscribers furnish to us in connection with the provision of cable service or other services. In order to provide reliable, high quality service to you, we keep regular business records containing information about you that may constitute personally identifiable information. These records include some, but typically not all, of the following information:

- your name;
- service address;
- billing address;
- e-mail address;
- telephone number;
- driver's license number;
- social security number;
- bank account number;

- credit card number; and
- other similar account information.

With respect to phone services, examples of CPNI include information typically available from telephone-related details on your monthly bill, such as:

- location of service;
- technical configuration of service;
- type of service;
- quantity of service;
- amount of use of service; and
- calling patterns

CPNI does not include your name, address, and telephone number, because the Telecommunications Act classifies that information as “subscriber list information” which is not subject to the protections applicable to CPNI. However, that information is also subject to certain protections as described below under “To whom may Comcast disclose personally identifiable information?”

We also collect and maintain certain other information about your account. For example, this information may include:

- billing, payment, and deposit history;
- additional service information;
- customer correspondence and communications records;
- maintenance and complaint information;
- records indicating the number of television sets, set-top boxes, modems, or telephones connected to our cable system; and
- additional information about the service options you have chosen.

Some of our services permit you to establish secondary accounts, and if you do so we collect similar information in order to establish and service the secondary accounts. During the initial provisioning of our services, and during any subsequent changes or updates to our services, Comcast may collect technical information about your televisions, any set-top boxes, computer hardware and software, cable modems, telephones, and/or other cable or other service-related devices, and customization settings and preferences. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord’s name and address.

What kind of information do you collect if I use interactive or transactional services or television viewing controls?

When you use our interactive or other transactional services such as video on demand, for example, our systems may automatically collect certain information about your use of these services. Most of this information is not personally identifiable information and it is simply used, for example, to carry out a particular request you make using your remote control, set-top box, or other equipment. This may include information required to change your television channel, review listings in an electronic program guide, pause or fast forward through certain on demand programs, or invoke a calling feature for our phone service, among other things. It may also include other information such as the time you actually use our services and the use of other features of our services, and which menus and menu screens are used most often and the time spent using them. In order to carry out a particular request you make to watch a pay-per-view program or purchase a product, service, or feature, for example, our system may collect certain personally identifiable information. This information typically consists of account and billing-related information such as the pay-per-view programs or other products, services, or features ordered so that you may be properly billed for them. Follow your program guide commands or any special instructions on your video screen when you make these transactional requests. These commands and instructions will explain your choices so that you can complete or cancel your requests as you wish.

What kind of information do you collect and use to improve your cable services and deliver relevant advertising?

Our cable systems may collect anonymous and/or aggregate information using set-top boxes and other equipment. We use this information to determine which programs are most popular, how many people watch a program to its conclusion, and whether people are watching commercials, for example. As described below under “How does Comcast use personally identifiable information and CPNI?”, we may provide subscriber lists or certain anonymous and/or aggregate information to third parties working on our behalf, such as audience measurement or market research firms, for example. These firms may combine this information with other aggregated or non-aggregated demographic information (such as census records) to provide us with audience analysis data, though we will require them to remove personally identifiable information about our subscribers from this data. We use this information to improve our cable television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming

and advertising to you without disclosing personally identifiable information about you to programmers or advertisers. In addition to this privacy notice, we may provide additional notices to you regarding specific advertising or other initiatives. These notices will describe the initiatives in greater detail and may, as appropriate, contain information you can use to choose to participate, or not participate, in these initiatives.

II. Use

How does Comcast use personally identifiable information and CPNI?

We collect, maintain, and use personally identifiable information and CPNI as permitted by the Cable Act and the Telecommunications Act and other applicable laws. We use this information primarily to conduct business activities related to providing you with our cable service and other services, and to help us detect theft of service. Generally speaking, we use personally identifiable information in connection with:

- billing and invoicing;
- administration;
- surveys;
- collection of fees and charges;
- marketing;
- service delivery and customization;
- maintenance and operations;
- technical support;
- hardware and software upgrades; and
- fraud prevention.

More specifically, we also use personally identifiable information to:

- install, configure, operate, provide, support, and maintain our cable service and other services;
- confirm you are receiving the level(s) of service requested and are properly billed;
- identify you when changes are made to your account or services;
- make you aware of new products or services that may be of interest to you;
- understand the use of, and identify improvements to, our services;
- detect unauthorized reception, use, or abuse of our services;
- determine whether there are violations of any applicable policies and terms of service;
- manage the network supporting our services;

- configure cable service and other service-related devices; and
- comply with law.

The Telecommunications Act further permits Comcast to use, disclose, and permit access to CPNI obtained from our customers, either directly or indirectly, to:

- initiate, render, bill, and collect for telecommunications services;
- protect our rights and property, and protect our users of these services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, these services;
- provide any inbound telemarketing, referral, or administrative services to you for the duration of the call, if you initiated the call and you approve of the use of this information to provide these services; and
- to provide call location information concerning the user of a commercial mobile phone service.

With respect to phone services, unless we obtain your approval in accordance with our policies described below under "How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?", Comcast may not use CPNI to market products and services to you other than the phone services.

Comcast transmits, and may collect and store for a period of time, personally identifiable and non-personally identifiable information about you when you use our high-speed Internet and phone services to:

- send and receive e-mail, video mail, and instant messages;
- transfer and share files;
- make files accessible;
- visit websites;
- place or receive calls;
- leave and receive voice mail messages;
- use the applicable communications center or voice center;
- establish custom settings or preferences;
- communicate with us for support; or
- otherwise use the services and their features.

Our transmission, collection, and storage of this information are necessary to render the services. In certain situations, third-party service providers may transmit, collect, and store this information on our behalf to provide features of our services. These third parties are not permitted to use your personally identifiable information except for the purpose of providing these features.

We may also combine personally identifiable information, which we collect as described in this notice as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database or business records. We may use this database and these business records in marketing and other activities related to our cable service and other services. We also maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires.

III. Disclosure

Under what circumstances may Comcast disclose personally identifiable information to others?

Comcast considers the personally identifiable information contained in our business records to be confidential. The Cable Act authorizes Comcast as a cable operator to disclose personally identifiable information concerning any subscriber if the disclosure is:

- necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to the subscriber;
- required by law or legal process (described below under "When is Comcast required by law to disclose personally identifiable information and CPNI by law?"); or
- of the names and addresses of subscribers for "mailing list" or other purposes (subject to each subscriber's right to prohibit or limit this disclosure and the CPNI Policy described below under "How do I place myself on Comcast's 'do not call' and 'do not mail' lists?").

The Cable Act prohibits us from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent.

To whom may Comcast disclose personally identifiable information?

We may disclose personally identifiable information as provided for in the Cable Act when it is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. These kinds of disclosures typically involve billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention, for example. We may also collect, use, and disclose information about you in non-

personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or the nature of any transaction you have made over the cable system. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities.

The Cable Act authorizes Comcast as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable "mailing list" or other purposes. From time to time we may disclose your name and address for these purposes. However, you have the right to prohibit or limit this kind of disclosure by contacting us by telephone at 1-800-COMCAST or by sending us a written request as described below under "How do I contact Comcast?" Any "mailing list" and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system.

We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We may also disclose personally identifiable information about you to outside auditors, professional advisors, service providers and vendors, potential business merger, acquisition, or sale partners, and regulators. We make these disclosures as provided for in the Cable Act. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, subscribers' personally identifiable information will, in most instances, be one of the items transferred as part of the transaction. If this notice will be changed as a result of a transaction like that, you should refer below under "Will Comcast notify me if it changes this notice?"

We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights under our terms of service and policies, in court or elsewhere, and as otherwise permitted by law.

When may Comcast disclose personal information to others in connection with phone service?

Comcast may disclose to others personally identifiable information in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800, 888, 877, 866, or 855 numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in "reverse 911" systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers' names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

When is Comcast required to disclose personally identifiable information and CPNI by law?

We make every reasonable effort to protect subscriber privacy as described in this notice. Nevertheless, we may be required by law to disclose personally identifiable information or individually identifiable CPNI about a subscriber. These disclosures may

be made with or without the subscriber's consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

For subscribers to our cable television service, the Cable Act requires Comcast as a cable operator to disclose personally identifiable information to a third-party or governmental entity in response to a court order. If the court order is sought by a non-governmental entity, we are required to notify the subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the cable subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

For subscribers to our high-speed Internet and phone services, the Cable Act requires Comcast to disclose personally identifiable information and individually identifiable CPNI to a private third party in response to a court order, and we are required to notify the subscriber of the court order. The Cable Act requires us to disclose personally identifiable information and individually identifiable CPNI about subscribers to high-speed Internet and phone services to a government entity in response to a subpoena, court order, or search warrant, for example. We are usually prohibited from notifying the subscriber of any disclosure of personally identifiable information to a government entity by the terms of the subpoena, court order, or search warrant.

How does Comcast protect personally identifiable information?

We follow industry-standard practices to take such actions as are necessary to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

How long does Comcast maintain personally identifiable information?

Comcast maintains personally identifiable information about you in our regular business records while you are a subscriber to our cable service or other services. We also maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These

purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy the information according to our internal policies and procedures.

IV. Customer Access and Choice

How can I see my personally identifiable information or CPNI and correct it, if necessary?

You may examine and correct, if necessary, the personally identifiable information regarding you that is collected and maintained by Comcast in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate.

If you have Internet access, you can view and change certain information yourself as follows:

- For accounts you have established at the Comcast.com website, use the Sign In or My Account (or similar) feature at www.comcast.com;
- For high-speed Internet accounts, use the Sign In or My Account (or similar) feature at www.comcast.net;
- For digital voice accounts, use the applicable communications center or voice center, using the Sign In or My Account (or similar) feature at www.comcast.net/digitalvoicecenter.

You may also examine the records containing your personally identifiable information at your local Comcast office upon reasonable prior notice to us and during our regular business hours. If you wish to examine these records, please contact us by mail or telephone at 1-800-COMCAST, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will only be permitted to examine records that contain personally identifiable information about your account and no other account.

If you make an affirmative, written request for a copy of your CPNI, we will disclose the relevant information we have to you at your account address of record, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our phone services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we don't furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers

appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers which are not owned by us or our subsidiaries.

Comcast reserves the right to charge you for the cost of retrieving and photocopying any documents that you request.

How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?

In addition to phone and voice services, various direct and indirect subsidiaries of Comcast Corporation offer many other communications-related services, such as High-Speed Internet services. From time to time we may like to use the CPNI information we have on file to provide you with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to your specific needs. In addition, Comcast also offers various other services that are not related to the services to which you subscribe. Under the CPNI rules, some of those services, such as Comcast cable television services, are considered to be non-communications related products and services. Therefore, you may be asked during a telephone call with one of our representatives for your oral consent to Comcast's use of your CPNI for the purpose of providing you with an offer for communications-related or non-communications related products and services. If you provide your oral consent for Comcast to do so, Comcast may use your CPNI only for the duration of that telephone call in order to offer you additional services.

If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe. Any denial or restriction of your approval remains valid until your services are discontinued or you affirmatively revoke or limit such approval or denial.

How do I place myself on Comcast's "do not call" and "do not mail" lists?

You may contact Comcast at 1-800-COMCAST to ask us to put your name on our internal company "do not call" and "do not mail" lists so that you do not receive marketing or promotional telephone calls or postal mail from us or made at our request. You also have the right to prohibit or limit disclosure of your personally identifiable information for "mailing list" or other purposes as described above in this notice by contacting us at 1-800-COMCAST.

Comcast's use of your account information for marketing and promotional activities is also subject to your right to limit or restrict us from making those offers as described above in "How do I give or withhold my approval for Comcast to use CPNI to market additional products and services to me?" in this notice.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to the address listed below under "How do I contact Comcast?". Be sure to include your name and address, your Comcast account number, and a daytime telephone number where you can be reached in the event we have any questions about your request. The written request should be signed by the person who is identified in our billing records as the subscriber. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts, your notice must separately identify each account covered by the request.

What e-mail communications will Comcast send to me and how do I manage them?

We may send a welcome e-mail and sometimes other information to new subscribers to our cable service and other services (including each new secondary account holder, where applicable). We may also send service-related announcements to our subscribers from time to time. For example, we may send you an e-mail announcement about a pricing change, a change in operating policies, a service appointment, or new features of one or more of the cable service or other services you receive from us. You may not opt-out of these service-related communications. If you fail to check your primary e-mail address for service-related announcements, you may miss important information about our services, including legal notices, for example.

We reserve the right to send you promotional or commercial e-mail as permitted by applicable law. You can manage the promotional or commercial e-mails Comcast may send to you by following the instructions contained in the e-mails or by going to the Web page located at www.comcast.com/preferences and following the directions there. We may ask for additional information on this preferences page such as your zip code, for example. By providing this additional information to us we will be able to better inform you of the availability of special offers and promotions in your area. If you no longer wish to receive these e-mails you may opt-out of receiving them by going to the same page and changing your contact preferences.

What can I do if I think my privacy rights have been violated?

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act, we encourage you to contact us directly as described below in "How do I contact Comcast?" in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

Will Comcast notify me if it changes this notice?

As required by the Cable Act, we will provide you with a copy of this customer privacy notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of this notice by going to www.comcast.com, searching for "privacy policy," and selecting the appropriate link.

We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means and as otherwise permitted by law. If you find the changes to this notice unacceptable, you have the right to cancel your service. If you continue to use the service following notice of the changes, we will consider that to be your acceptance of and consent to the changes in the revised privacy notice. This includes your consent for any personally identifiable information that we may collect and use starting on the effective date of the revised notice, as well as for any personally identifiable information that we have collected prior to the effective date of the revised notice. However, we will only consider your continued use of the service to be your acceptance of and consent to changes in the revised privacy notice for changes made after December 31, 2006.

How do I contact Comcast?

If you have any questions or suggestions regarding this privacy notice, or wish to contact us about your personal information, please reach us as follows:

Phone: 1-800-COMCAST

Website: <http://customer.comcast.com/contact-us/>

Mail: Comcast Cable Communications, LLC

Attn: Law Department - Customer Privacy Notice
One Comcast Center
Philadelphia, PA 19103-2838

Revised and effective: March 1, 2011



RECEIVED
FEB 06 2014

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

TOWN OF LEE, NH
SELECTMAN'S OFFICE

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

Applicant's Name: NANCY A. RYAN

Address: 18 BELLE LN, LEE NH Phone/Cell: Home- 603-659-3482

of Years as a Resident: 34

Email address: NANCYALICER@CS.COM

Full Membership (3 year term) position applying for: LEE SENIOR ADVISORY COMMITTEE

Term Expires on the following date: 2017 (?)

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

Term Expires on the following date: _____

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

I have an interest in senior issues. I would enjoy improving and enhancing the lives of Lee seniors. I have 23 years experience overseeing the NH Breast Cancer Coalition, a non-profit, all volunteer organization. Please see attached

Nancy A. Ryan
Signature

2/6/2014
Date

letter.

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

Nancy Ryan
18 Belle Ln
Lee NH 03861-6438

February 3, 2014

Town of Lee
7 Mast Road
Lee NH 03861

To Whom It May Concern:

Thank you for the opportunity to apply for appointment to the Lee Senior Advisory Committee. My interest in serving on this committee is based on a personal interest in senior issues and on a desire to contribute my time and skills to the Town of Lee.

During the last several years I have become increasingly aware of the personal challenges faced by senior residents in Lee. For example, I have observed the growing needs of two elderly women in my neighborhood and observed their dependence on the kindness, time, and resources of family and friends. I thought it might be helpful to have a comprehensive list of reliable resources for Lee seniors who may need help beyond what family and friends can provide. I also thought Lee seniors might benefit from having accessible, interesting activities geared to their interests and abilities. When I learned that the Lee Senior Advisory Committee had a similar vision, I attended several meetings in 2013 to learn more.

I have a variety of skills I can bring to the Committee. I obtained a Bachelor's Degree in Sociology from the University of California, Riverside (1970). I worked for ten years in the State of California community mental health system, for eight years as a data processing manager for an accounting firm in Portsmouth, and have served since 1991 as a full-time volunteer for two nonprofit breast cancer organizations.

I am a founding member and current President of the New Hampshire Breast Cancer Coalition. I also serve as New Hampshire's Field Coordinator for the National Breast Cancer Coalition, which is based in Washington, DC. My responsibilities for these two nonprofit organizations include general administration and record keeping, communication (email, web site, general correspondence), fundraising, event organizing, managing monthly Board meetings, lobbying, preparing a periodic newsletter, and financial oversight.

I would enjoy helping the Lee Senior Advisory Committee carry out its mission to improve and enhance the lives of Lee seniors. Thank you for your consideration.

Sincerely,



Nancy Ryan
18 Belle Lane
Lee NH 03861
(603) 659-3482
Email: NancyAliceR@cs.com